



Southwest Ranches Town Council

REGULAR MEETING
Agenda of August 24, 2023

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Jim Allbritton	David Kuczenski, Esq.	<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. Archbishop McCarthy High School Site Plan Modification

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-83-23 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY ADDING 3,418 SQUARE FEET OF PORTABLE CLASSROOMS, ADDING A NEW 16,000 SQUARE-FOOT INDOOR ATHLETIC TRAINING AND PRACTICE FACILITY, EXPANDING THE EXISTING ATHLETIC TRAINING FACILITY BY 2,500 SQUARE FEET, AND ADDING AN OUTDOOR POOL; NULLIFYING RESOLUTION NO. 2020-043, WHICH APPROVED A SITE PLAN MODIFICATION FOR FACILITIES THAT WERE NOT CONSTRUCTED; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

4. Resolution Approving Application #DG-24-23

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. DG-24-23 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND THE RESTRICTIVE USE NOTE FOR PARCEL "A" OF THE BROWARD CENTRAL CATHOLIC HIGH SCHOOL PLAT TO REFLECT THE CURRENT APPROVED SITE BUILDOUT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Presentations

5. Proclamation - Suicide Prevention Month - September 2023

6. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

7. Board Reports

8. Council Member Comments

9. Legal Comments

10. Administration Comments

Ordinance - 2nd Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO THE USE OF HELICOPTERS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - August 10, 2023}

Ordinance - 1st Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO PROVIDE A NEW SECTION PERTAINING TO THE USE OF FIREWORKS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held September 14, 2023}
13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” 045-030, “VACATION RENTAL” BY CREATING SUBSECTION (X) TO PROMULGATE RULES CONCERNING THE UTILIZATION OF SINGLE-FAMILY RESIDENCES AS VACATION RENTALS; PROVIDING FOR LICENSURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.
14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” SECTION 010-030, “TERMS DEFINED,” SECTION 035-030, “HOME OFFICES,” SECTION 045-050, “PERMITTED AND PROHIBITED USES,” AND SECTION 070-120, “PROMOTIONAL SIGNS,” PERTAINING TO HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT AND PROFIT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BBX LOGISTICS PROPERTIES, LLC RELATING TO THE VACANT PARCEL OF LAND GENERALLY KNOWN AS THE CCA PROPERTY; EXTENDING DUE DILLIGENCE;

CLARIFYING CERTAIN PROVISIONS IN THE AGREEMENTS; AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND PROFIT SHARING AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 5353 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

18. Approval of Minutes

- a. June 29, 2023 Executive Session Minutes**
- b. June 29, 2023 Special Meeting Minutes**

19. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 8/15/2023
SUBJECT: Archbishop McCarthy High School Site Plan Modification

Recommendation

Staff recommends approval with the conditions enumerated in the staff report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The Council approved the addition of two multi-classroom modular classroom buildings and a training room expansion in 2020, subject to several conditions. The school did not construct these facilities, and now proposes a different development program consisting of four additional portable classrooms, a 16,000 square-foot indoor training facility, and an athletic department expansion. A future pool would replace the previously proposed tennis and basketball courts. Staff recommends continuing most of the conditions applied to the 2020 approval.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/17/2023	Resolution
Staff report	8/17/2023	Executive Summary
Site Plan	8/17/2023	Backup Material
Building plans - Indoor training and athletic department	8/17/2023	Backup Material
Portable unit plan	8/17/2023	Backup Material
As-built survey	8/17/2023	Backup Material
Mail Notice Map	8/17/2023	Exhibit
Mail notice list	8/17/2023	Exhibit

RESOLUTION NO. 2023-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-83-23 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY ADDING 3,418 SQUARE FEET OF PORTABLE CLASSROOMS, ADDING A NEW 16,000 SQUARE-FOOT INDOOR ATHLETIC TRAINING AND PRACTICE FACILITY, EXPANDING THE EXISTING ATHLETIC TRAINING FACILITY BY 2,500 SQUARE FEET, AND ADDING AN OUTDOOR POOL; NULLIFYING RESOLUTION NO. 2020-043, WHICH APPROVED A SITE PLAN MODIFICATION FOR FACILITIES THAT WERE NOT CONSTRUCTED; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Archdiocese of Miami, Edward A. McCarthy High School is the current owner ("Owner") of Broward Central Catholic High School Plat, as recorded in Plat Book 163 Page 32 of the Broward County, Florida Public Records ("Property"); and

WHEREAS, Owner requests site plan approval to erect four portable classroom buildings, a 16,000 square-foot athletic training and practice facility, a 2,500 square-foot expansion to the existing athletic training facility, and an outdoor pool; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed site plan amendment will comply with the requirements of the Town's Unified Land Development Code ("ULDC") upon implementation of the conditions set forth herein.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on August 24, 2023, the Town Council hereby approves Site Plan Modification Application No. SP-83-23, in accordance with the following stipulated conditions to be satisfied prior to issuance of a building permit for any of the proposed improvements:

1. Execute a Declaration of Restrictive Covenants that:

- a. Prohibits access to the Broward Central Catholic High School Plat from any street other than Flamingo Road;
 - b. Restricts the school's capacity to its 2019-2020 level of 1,700 students prior to completion and county or state acceptance of the roadway improvements required herein and subsequently to 1,800 students;
 - c. Requires regular reporting in a form determined acceptable by the Town Attorney, which at a minimum shall be the enrollment list thirty (30) days prior to the fall semester and thirty (30) days prior to the spring semester. The Town shall be allowed to seek an updated enrollment list at any time.
2. Tree relocation within the construction area shall comply with the previously approved plans from 2020 as adjusted for the new portables configuration, and is subject to issuance of tree relocation permits.
 3. Minor corrections to site data to be approved administratively.
 4. Construct/implement the following improvements:
 - a. Extend the southbound right turn lane on Flamingo Road at the main entrance to the longest distance feasible which is approximately 450 feet of storage plus 50 feet of taper.
 - b. Extend the southbound left turn lane on Flamingo Road at the main entrance/SW 53rd Street for a total of approximately 450 feet of storage plus 50 feet of taper.
 - c. Extend the southbound left turn lane on Flamingo Road at SW 55th Street to run "back to back" with the northbound left turn lane on Flamingo Road at the main school entrance. This improvement includes modifying the existing taper from approximately 175 feet to 50 feet with the remaining 125 feet converting to vehicle storage for the southbound left turn lane.
 - d. Coordinate with Broward County to optimize signal timing at the intersections of Flamingo Road at Griffin Road and SW 55th Street.
 4. Submit an action plan to the Town Administrator for directing higher utilization of north school driveway, particularly during school dismissal to help alleviate traffic backup onto Flamingo Road and improve overall efficiency of the roadway corridor. Implement the plan following the Town Administrator's approval. It is noted that the north school driveway has approximately 71 queueing spaces onsite compared to just 30 queueing spaces for the main driveway. The action plan may be amended by the Town at any time to satisfy its traffic and life safety concerns.
 5. Adjust the start and end times of the high school and adjacent St. Marks school as approved by the Town's Administrator based upon the traffic engineer's recommendations.
 6. Retain a certified school safety expert, approved by the Town Administrator, to perform a Florida Safe School Assessment, in accordance with Section 1006.1493

Florida Statutes, and to implement such recommendations in accordance with the Marjory Stoneman Douglas High School Public Safety Act. In the event that the recommendations cannot be readily implemented, Owner shall propose a timeline to bring the property into compliance, which shall be subject to the approval of the Town Administrator.

Section 3. This Resolution shall supersede Resolution No. 2020-043, rendering it null and void.

Section 4. The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of August, 2023, on a motion by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2380.01

This page
intentionally left blank

**TOWN OF SOUTHWEST RANCHES
TOWN COUNCIL AGENDA REPORT**

- DATE:** August 24, 2023
- SUBJECT:** Site Plan Modification Application SP-83-23; Archbishop Edward A. McCarthy High School
- ADDRESS:** 5451 S. Flamingo Road
- PETITIONER:** Archbishop Edward A. McCarthy High School
5451 S. Flamingo Road
Southwest Ranches, FL 33330
- OWNER:** Archdiocese of Miami
- ZONING:** CF, Community Facility
- LAND USE PLAN DESIGNATION:** CF, Community Facilities
- REQUEST:** Site plan modification for:
1) Four (4) additional portable classrooms
2) A 2,500 square-foot addition to the existing athletic training facility
3) A new 16,000 square-foot athletic training (indoor practice) facility
4) Outdoor pool
- EXHIBITS:** Staff Report, Aerial Photograph, Site Plan, and Mail Notification Radius Map and Mailing List.

DETAILED REQUEST:

The high school proposes to amend its approved site plan to construct the following facilities:

- Four (4) additional portable classrooms, totaling 3,418 square feet, and including a sidewalk extension and wood deck (walkway) extension. When combined with the 5 existing portable classrooms, the total temporary classroom area would be 9,310 square feet. The request results in a nearly 50 percent decrease of temporary classroom capacity

from the 2020 request, which authorized 18,552 square feet of temporary classroom area. The modular classrooms approved in 2020 were not installed, as their installation was pending completion and final inspection of the Flamingo Road improvements, which have just recently been completed.

- A 2,500 square feet addition to the existing athletic training facility (weight room; shown on site plan as "Pavilion"), to be used for athletic offices and facilities. The 2020 approval included a 1,830 square feet weight room expansion at the same location, which was not constructed for the same reason the modular classrooms were not installed. The proposed addition results in a 670 square feet increase from the 2020 request.
- A 16,000 square feet athletic training (indoor practice) facility on a currently undeveloped area immediately south of the track that is currently designated for future tennis and basketball tennis courts.
- Outdoor pool at the location of the previously proposed basketball courts.

The net increase in proposed building area compared to the 2020 approval is 7,427 square feet

BACKGROUND:

The high school has a 5,891 square feet cluster of modular classrooms situated in the planned location of a two-story classroom wing extension that was shown on the original site plan, and which is still planned for construction when funding allows. Portable classrooms have provided economical interim classroom capacity.

On June 25, 2020 the Town Council approved site plan modification application no. SP-72-18 for a 1,830 square-foot weight room addition and 18,552 square feet of classrooms in two large modular classroom buildings that would replace the existing portables.

The approval was subject to numerous conditions the school was required to satisfy before the Town issued any building permits. The school has satisfied all or major portions of most of the conditions, and is working towards completing them.

In the three years that has elapsed since approval, the school has reevaluated its development program in large part based upon the contributions of benefactors. School representatives advised that the school no longer wants to invest in modular classroom buildings because it believes the long-planned permanent classroom wing can be constructed in the near future, and the school would prefer to rent portables rather than purchase modulares. As well, donors have come forward specifically to fund the proposed athletic facilities.

ANALYSIS:

Classrooms and capacity.

The school is not requesting an increase in classroom area, and is actually proposing to decrease the previously approved classroom area by nearly half. While a site plan

modification is not required to reduce the proposed classroom space, it is required to change the location and configuration of the classrooms. All of the portable classrooms will be removed when the permanent classroom wing is constructed. The school has provided a declaration of restrictive covenants limiting capacity to 1,800 students, as required by the 2020 site plan modification approval.

Parking.

The ULDC requires 527 spaces for the existing school facilities. The ULDC requires 55 additional parking spaces for the proposed facilities, for a total of 582 parking spaces.

- Additional portables: 4 spaces
- Athletic dept. offices and meeting space: 11 spaces
- Athletic training facility: 40 spaces

The school’s nearly 630 paved parking spaces are sufficient to accommodate the proposed facilities. It is noted that, since the school’s enrollment is capped, the additional facilities will not increase parking demand to the extent of the additional parking requirement in the ULDC.

Plat.

The existing plat note restricts development to 184,900 square feet of high school. The site plan amendment would increase the approved buildout capacity of the school to 224,421 square feet, thereby requiring an amendment to the restrictive use note. Application DG-24-23, to amend the restrictive use note on the plat, accompanies this application.

Site development regulations.

The site plan modification complies with zoning and site development regulations, as follows:

	<u>Permitted/Required</u>	<u>Proposed</u>	<u>Result</u>
Setbacks:	50 feet minimum	67.6’	Complies
Floor area ratio:	0.35 maximum	0.16	Complies
Impervious area:	60% maximum	41.26%	Complies
Plot coverage:	35% maximum	11.9%	Complies
Building height:	35 feet maximum	*	Complies

*Highest proposed structures are the Athletic Training Facility, at 24.5 feet, and the future completion of the two-story classroom wing at less than 30 feet.

Landscaping.

No new landscaping is proposed, but a tree relocation permit will be required to move several palm trees to accommodate new portables..

Drainage.

The Town Engineer has approved the site plan subject to review of construction drawings.

STAFF RECOMMENDATION:

Staff finds that the proposed modifications comply with the requirements of the Unified Land Development Code subject to the following conditions that were established in Resolution No. 2020-043 and are restated herein. The high school must satisfy these conditions prior to issuance of a building permit for vertical construction:

1. Execute a Declaration of Restrictive Covenants that restricts the school's capacity to its 2019-2020 level of 1,700 students prior to completion and county or state acceptance of the roadway improvements required herein and subsequently to 1,800 students, and requires regular reporting in a form determined acceptable by the Town Attorney, which at a minimum shall be the enrollment list thirty (30) days prior to the fall semester and thirty (30) days prior to the spring semester. The Town shall be allowed to seek an updated enrollment list at any time.
2. Correct the site data table per administrative comments.
3. Tree relocation within the construction area shall comply with the previously approved plans from 2020 as adjusted for the new portables configuration, and is subject to issuance of tree relocation permits.
4. Minor corrections to site data to be approved administratively.
5. Construct/implement the following improvements:
 - a. Extend the southbound right turn lane on Flamingo Road at the main entrance to the longest distance feasible which is approximately 450 feet of storage plus 50 feet of taper.
 - b. Extend the southbound left turn lane on Flamingo Road at the main entrance/SW 53rd Street for a total of approximately 450 feet of storage plus 50 feet of taper.
 - c. Extend the southbound left turn lane on Flamingo Road at SW 55th Street to run "back to back" with the northbound left turn lane on Flamingo Road at the main school entrance. This improvement includes modifying the existing taper from approximately 175 feet to 50 feet with the remaining 125 feet converting to vehicle storage for the southbound left turn lane.
 - d. Coordinate with Broward County to optimize signal timing at the intersections of Flamingo Road at Griffin Road and SW 55th Street.

5. Submit an action plan to the Town Administrator for directing higher utilization of north school driveway, particularly during school dismissal to help alleviate traffic backup onto Flamingo Road and improve overall efficiency of the roadway corridor. Implement the plan following the Town Administrator's approval. It is noted that the north school driveway has approximately 71 queueing spaces onsite compared to just 30 queueing spaces for the main driveway. The action plan may be amended by the Town at any time to satisfy its traffic and life safety concerns.
6. Adjust the start and end times of the high school and adjacent St. Marks school as approved by the Town's Administrator based upon the traffic engineer's recommendations.
7. Retain a certified school safety expert, approved by the Town Administrator, to perform a Florida Safe School Assessment, in accordance with Section 1006.1493 Florida Statutes, and to implement such recommendations in accordance with the Marjory Stoneman Douglas High School Public Safety Act. In the event that the recommendations cannot be readily implemented, Owner shall propose a timeline to bring the property into compliance, which shall be subject to the approval of the Town Administrator.

This page
intentionally left blank

SP-83-23 AERIAL LOCATION MAP



This page
intentionally left blank

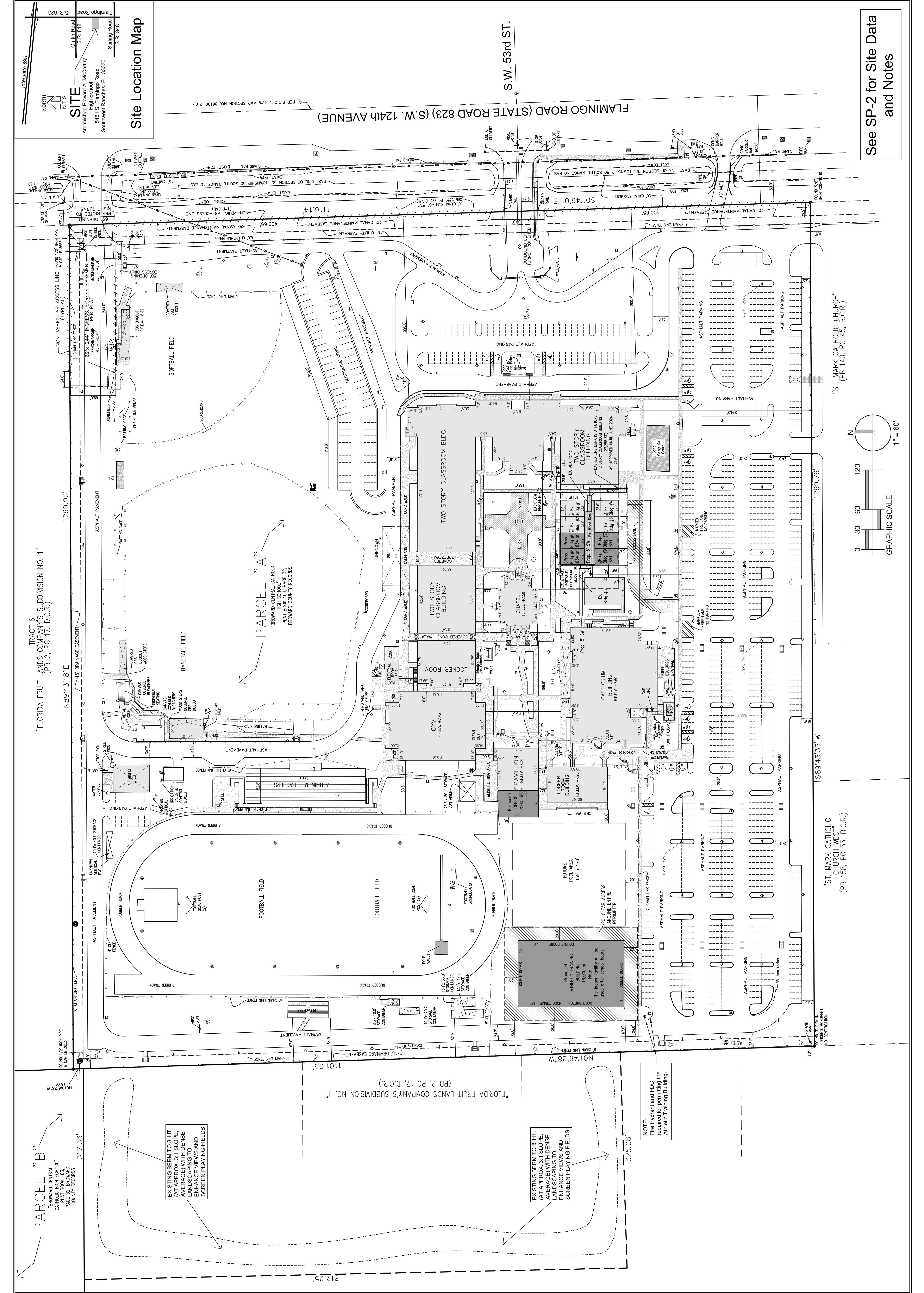
Revisions	

Covelli Design Associates Inc.
 2295 NW Corporate Blvd. Suite 213
 Boca Raton, Florida 33431
 561-910-0330
 covellidesign.com
 Urban Planning • Landscape Architecture

SITE PLAN
 Archbishop Edward A. McCarthy
 High School
 Southwest Ranches
 Florida

Date: 07-25-2023
 Scale: 1" = 60'
 PIN#: 1336

Drawing No. **SP-1**
 OF 2



PARCEL "B"
 "BROWARD CENTRAL
 CATHOLIC HIGH SCHOOL"
 PLAT BOOK 18530
 P&C RECORDS

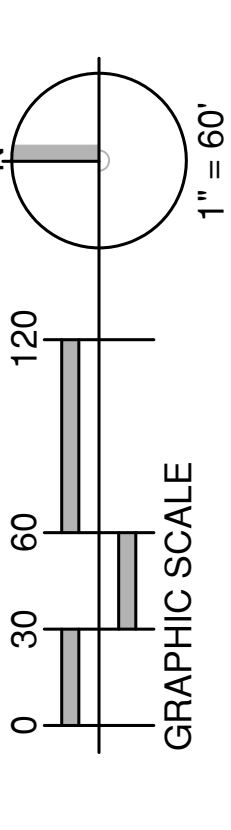
EXISTING BERM TO 8' HT.
 (AT APPROX. 3:1 SLOPE,
 AVERAGE) WITH DENSE
 LANDSCAPING TO
 ENHANCE VIEWS AND
 SCREEN PLAYING FIELDS

"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1"
 (PB 2, Pg 17, D.C.R.)

EXISTING BERM TO 8' HT.
 (AT APPROX. 3:1 SLOPE,
 AVERAGE) WITH DENSE
 LANDSCAPING TO
 ENHANCE VIEWS AND
 SCREEN PLAYING FIELDS

NOTE-
 Fire Hydrant and FDC
 required for permitting the
 Athletic Training Building.

See SP-2 for Site Data
 and Notes



FIRE DEPARTMENT NOTES

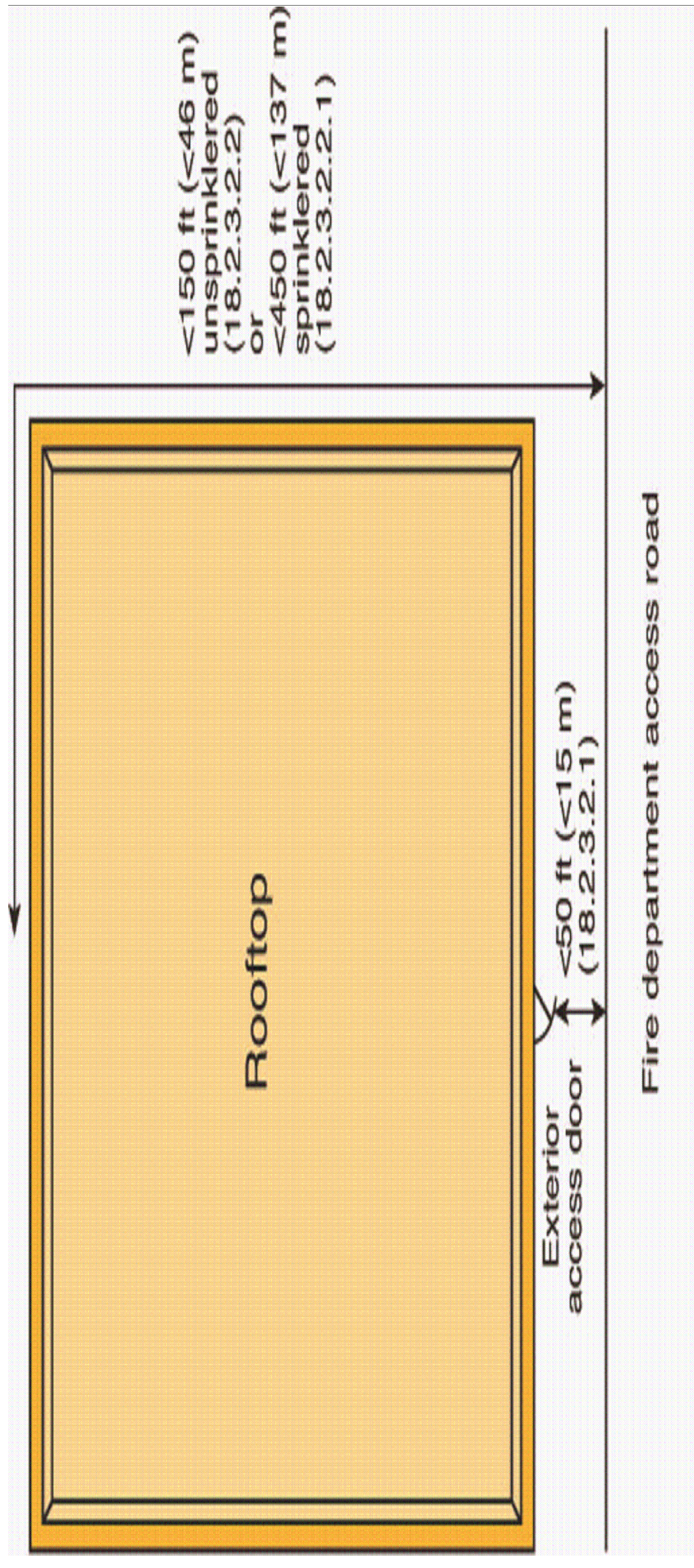
- Provide Separate FD sheets labeled. These drawings shall clearly illustrate compliance with all Florida Fire Prevention Code, 7th Edition requirements for the proposed project including details illustrating compliance with required Fire Department Access Into and Out of the site, fire department building access requirements and that there is a reliable and adequate water supply available for firefighting operations.
 - Identify the required 35 foot inside by 50 foot outside turning radius, a 12 foot wide "clear sweep zone" shall also be added to the outside radius to provide additional space for overhang of fire department apparatus must be provided through site for emergency vehicles to enter and exit the site. NFPA 1 18.2.3.4.3
 - All Fire Department access roads and bridges shall be designed and maintained to support a minimum of 42 tons and shall be provided with a surface suitable for all-weather driving capabilities NFPA 1 (18.2.3.4.2).
 - Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2.
 - A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1, 18.2.3.2.1.
 - Fire Lane Signs and Fire Lane Roadway surface Markings
 - Approved signs, approved roadway surface markings, or other approved notices shall be provided and maintained to identify fire department access roads and to prohibit the obstruction thereof. NFPA 1, 18.2.3.5.1
 - Fire lane sign size shall be 12 inch by 18 inch, white background with red letters and shall be a maximum of seven feet in height from the roadway to the bottom part of the sign. Stating "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT." NFPA 1, 18.2.3.5.3
 - Provide signed and sealed documentation from a professional engineer licensed in the state of Florida, that there is an approved water supply capable of supplying the required fire flow for project.
 - An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction. NFPA 1, 18.3.1.*
 - The procedure determining fire flow requirements for buildings hereafter constructed shall be in accordance with the Florida Fire Prevention Code, 7th Edition, NFPA 1 Section 18.4.
 - Buildings Other Than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.1.2. (NFPA 1 18.4.5.2)
- Identify the number of and location of the required fire hydrants that are either existing or that will be installed to achieve the required fire flow determined above for this project.

18.2.3.2 Access to Building.

18.2.3.2.1 A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building.

Fire department access is essential to providing effective manual fire suppression operations. Remote sections of the building need to be limited in order to ensure that hose streams, aerial fire apparatus, and fire fighters can access most portions of the building. Exhibit 18.4 illustrates an acceptable arrangement for compliance with 18.2.3.

EXHIBIT 18.4 Acceptable fire department access configuration.



PARKING DATA

Required Parking

- 1 Space / Classroom - 66 Spaces (incl. future)
- 1 Space / 5 Students (1800/5) - 360 Spaces
- 1 Space / 400 sf -
- Chapel & Assembly Area (3,162 sf) - 8 Spaces
- Pavilion / Exercise Room (5,822 sf) - 15 Spaces
- Admin. & Library (13,000 sf) - 33 Spaces
- Cafeterium Assembly Area (10,000 sf) - 25 Spaces
- Gymnasium Assembly Area (11,937 sf) - 30 Spaces
- Office (2,500 sf) - 7 Spaces
- TOTAL SCHOOL REQUIRED SPACES - 600 SPACES
- Grandstand (2,257 Seating Capacity)
- Bleachers (280 Seating Capacity)
- TOTAL - 2,537 Seating Capacity = 846 SPACES
- *25% of 846 = 211 Max. Usable "Off Site" Spaces

Provided Parking

- PARCEL A - ON SITE
- 9' x 18' Spaces - 610
- 10' x 18' Spaces (Turf Block) - 64
- 12' x 18' Accessible Spaces - 17
- TOTAL - 691 Spaces
- ST. MARK CATHOLIC CHURCH PROPERTY (adjoining)
- 222 Spaces Available
- 211 Spaces Usable (25% of overall required)
- GRAND TOTAL - 902 Spaces provided

NOTES

- Use of grandstand functions on non-concurrent basis with remainder of school functions, therefor parking provided on school paved area, plus adjacent St. Mark Church parking function in conjunction to comply with grandstand requirements.
- The athletic training indoor facility will be used after school hours.

SITE DATA

STUDENT ENROLLMENT WILL NOT EXCEED 1,800 STUDENTS

Legal Description

PARCEL A & PARCEL B, BROWARD CENTRAL CATHOLIC HIGH SCHOOL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 32 THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING 42.53 ACRES, MORE OR LESS.

L'YING IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA

Site Address

Archbishop Edward A. McCarthy High School
5451 S. Flamingo Road
Southwest Ranches, FL 33330

Future Land Use & Zoning

FLU - Community Facilities
Zoning - CF Community Facility

Use - Existing private high school with 1,800 student total capacity

Site Area Tabulations

Parcel A Area 1,416,818 sf = 32.53 ac
Parcel B Area 435,765 sf = 10.00 ac
TOTAL SITE AREA 1,852,583 sf = 42.53 ac

Parcel A - Area Tabulations

IMPERVIOUS AREA-
Lot Coverage (includes Proposed & Future) - 168,233 sf = 3.86 ac = 11.87% of Lot Area
Vehicular Use Area - 343,700 sf = 7.88 ac = 24.23% of Lot Area
Plaza, Sidewalks and other Paved - 50,803 sf = 1.17 ac = 3.57% of Lot Area
Future Pool Area - 28,900 sf = 0.66 ac = 2.0% of Lot Area
TOTAL IMPERVIOUS AREA - 591,036 sf = 13.57 ac = 41.69% of Lot Area
TOTAL LANDSCAPE AREA - 240,153 sf = 5.51 ac = 16.98% of Lot Area
TOTAL OUTDOOR RECREATION AREA - 585,629 sf = 13.44 ac = 41.33% of Lot Area
GRAND TOTAL - 1,416,818 sf = 32.53 ac = 100% of Parcel A Lot Area

Parcel B - Area Tabulations

Retention Pond 270,315 sf = 6.20 ac = 61.88 % of parcel area
Landscape Area 140,296 sf = 3.22 ac = 32.32% of parcel area
Residence 7,500 sf = 0.17 ac = 1.72% of parcel area
Storage Shed 3,000 sf = 0.08 ac = 0.77% of parcel area
Retention Pond 14,457 sf = 0.33 ac = 3.31% of parcel area
TOTAL 435,765 s.f. = 10.00 ac = 100% of parcel area

Parcel A - Improvement Details

EXISTING DEVELOPMENT

Classrooms (22) & Breezeway - 48,242 sf
Gymnasium/Locker Room / Breezeway - 21,589 sf
Classrooms (14-East Wing) - 18,970 sf
Chapel - 5,845 sf
Exercise Room / Pavilion - 3,992 sf
Administration / Media Center / Classrooms (15) - 39,755 sf
Playground Maintenance & Storage - 2,400 sf
Cafeterium & Breezeway - 24,230 sf
First Floor Enclosed Classroom - 841 sf
First Floor Storage Rooms - 236 sf
Second Floor Technology Classrooms - 7,650 sf
One Story Locker Room Building - 4,912 sf
Existing Portable Classrooms #1 thru 5 - 5,891 sf

TOTAL EXISTING BUILDING AREA - 184,553 sf (1,800 student capacity)

PROPOSED DEVELOPMENT

Portable Classrooms #6 thru #9 - 3,418 sf
Office - 2,500 sf
Athletic Training Building - 16,000 sf

TOTAL PROPOSED BUILDING AREA - 21,918 sf

FUTURE DEVELOPMENT

Two Story Classroom Building - 27,258 sf (as approved until June 2024)
Less Existing and Proposed Portable Classrooms - (9,308 sf)

TOTAL NET FUTURE BUILDING AREA - 17,950 sf

TOTAL EXISTING BUILDING AREA - 184,553 sf
TOTAL PROPOSED BUILDING AREA - 21,918 sf
TOTAL NET FUTURE BUILDING AREA - 17,950 sf

GRAND TOTAL WITH PROPOSED & FUTURE BUILDING AREA - 224,421 sf

Revisions					

Covelli Design
2295 NW Corporate Blvd., Suite 213
Boca Raton, Florida 33431
561-910-0330
LC 2600287
covellidesign.com

Associates Inc. ♦ Landscape Architecture
Urban Planning

SITE DATA
Archbishop Edward A. McCarthy
High School
Southwest Ranches
Florida

Date	07-25-2023
Scale	As Noted
PN#	1336

--

Drawing No.
SP-2
OF 2



S ARCHITECTURE
 33 SE 17th Avenue
 Boca Raton, FL 33432
 561.865.5935
 WWW.SARCHITECT.COM
 ARCHITECTS

SEAL

MATTHEW R. FORGET // REG. FL. NO. AR65564
 CLIENT / PROJECT ADDRESS:

**ARCHBISHOP
 MCCARTHY
 HIGH SCHOOL -
 SPORTS
 COMPLEX**

540 SW 124th Avenue
 Southwest Ranches, Florida 33309

REVISIONS:

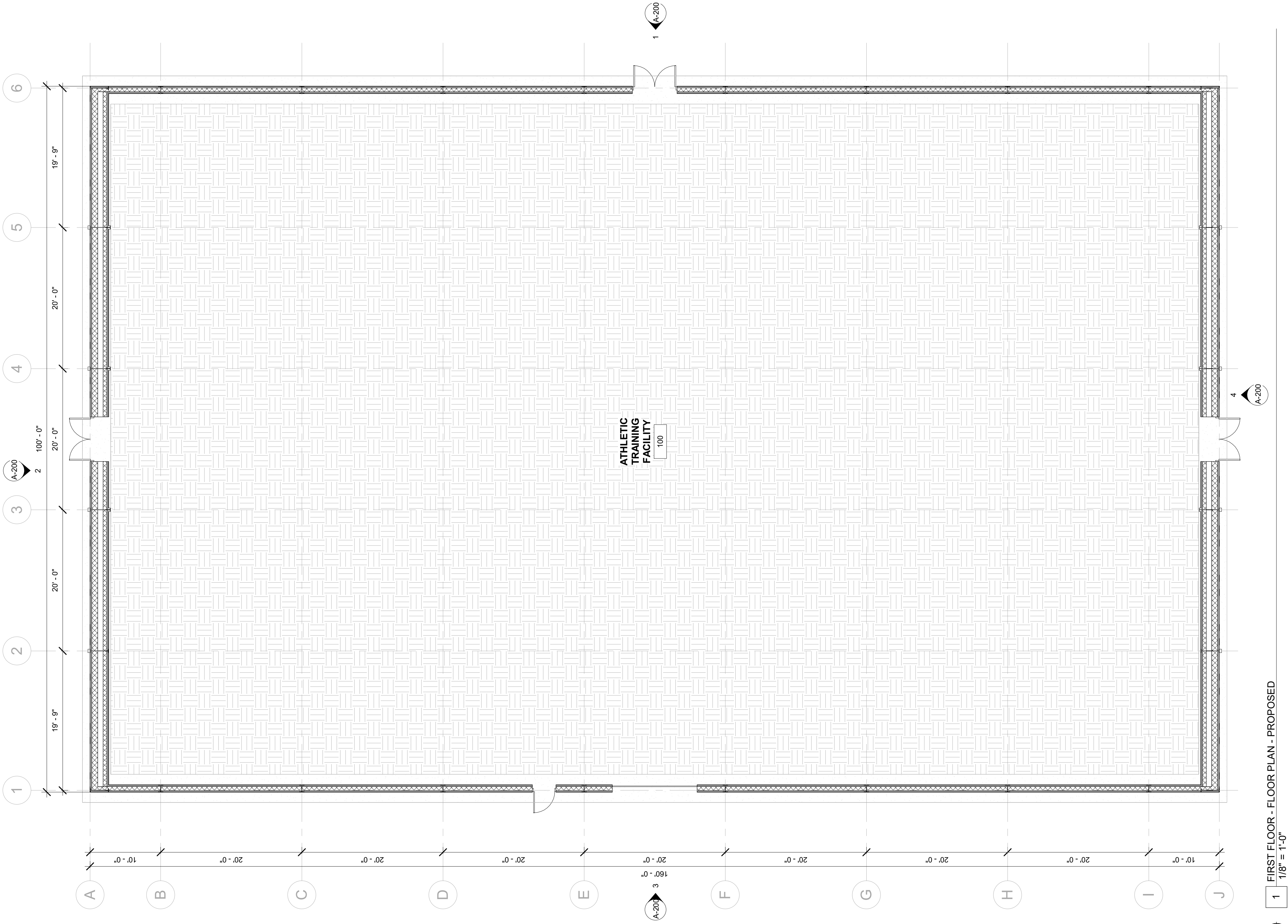
NO. DATE DESCRIPTION

KEY PLAN

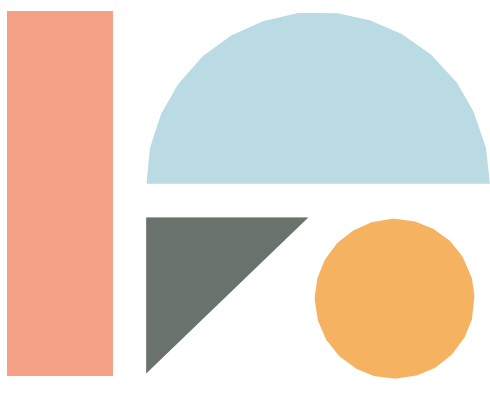
PROJECT NUMBER: 21-007
 DATE ISSUED: 2023-06-26

SHEET TITLE:
**FLOOR PLAN - SPORTS
 COMPLEX**

SHEET NO.:
A-121



1 FIRST FLOOR - FLOOR PLAN - PROPOSED
 1/16" = 1'-0"



S ARCHITECTURE
 3316 7th Avenue
 Boca Raton, FL 33422
 561.865.5935
 WWW.SARCHITECT.COM
 ARCHITECTS

SEAL

MATTHEW R. FORGET // REG. FL. NO. AR65564

CLIENT / PROJECT ADDRESS:

**ARCHBISHOP
 MCCARTHY
 HIGH SCHOOL -
 SPORTS
 COMPLEX**

540 SW 124TH AVENUE
 SOUTHWEST PALM BEACH, FLORIDA 33409

REVISIONS:

NO. DATE DESCRIPTION

KEY PLAN

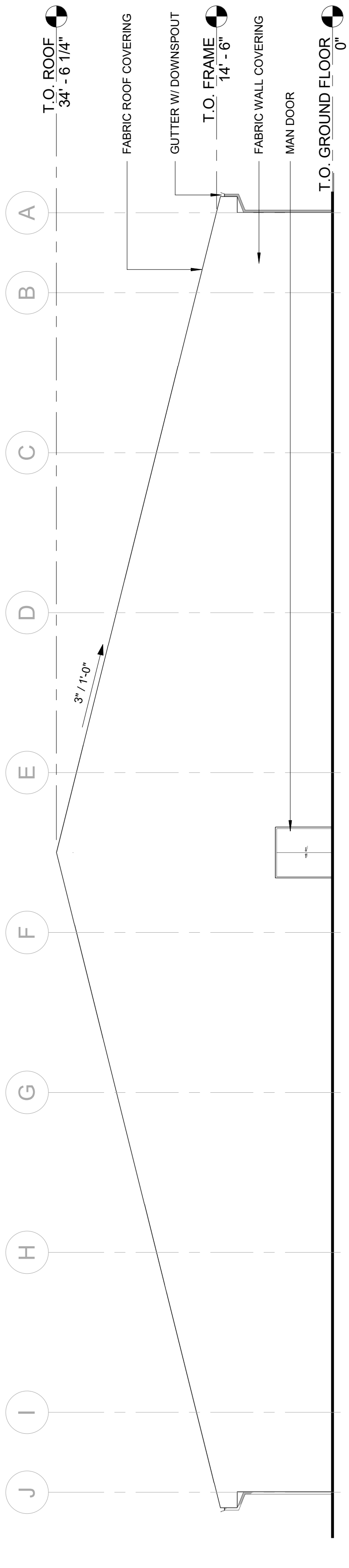
PROJECT NUMBER: 23-021

DATE ISSUED: 2023/06/26

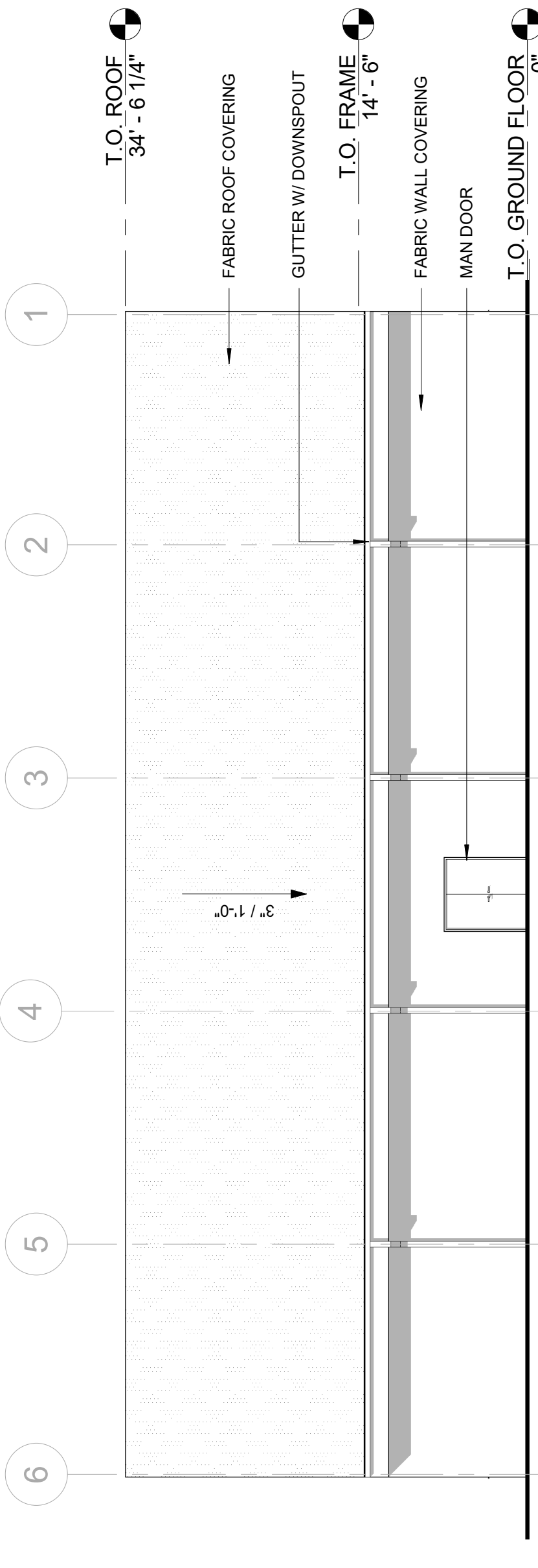
SHEET TITLE:
**EXTERIOR ELEVATIONS -
 SPORTS COMPLEX**

SHEET NO.:

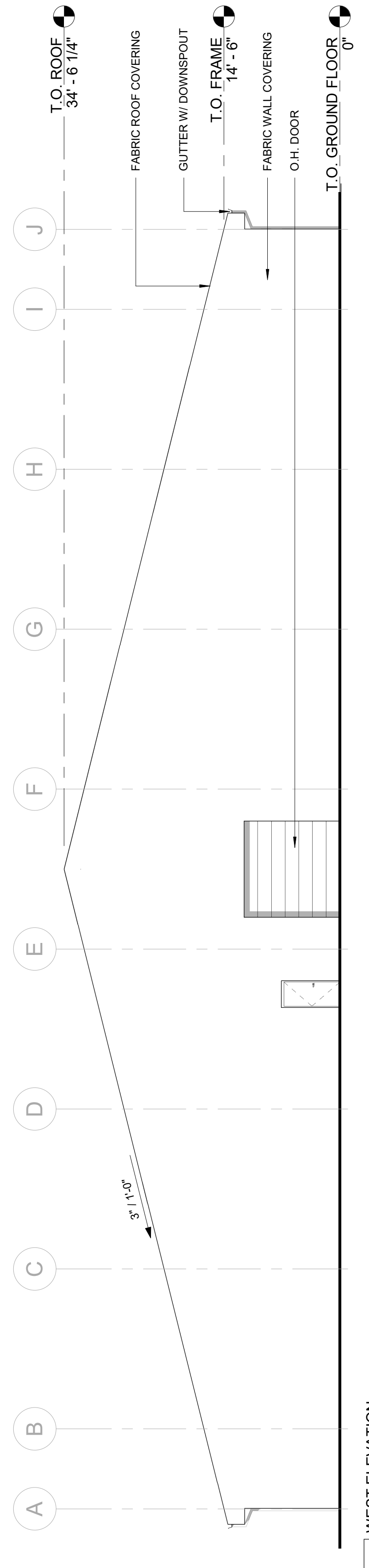
A-200



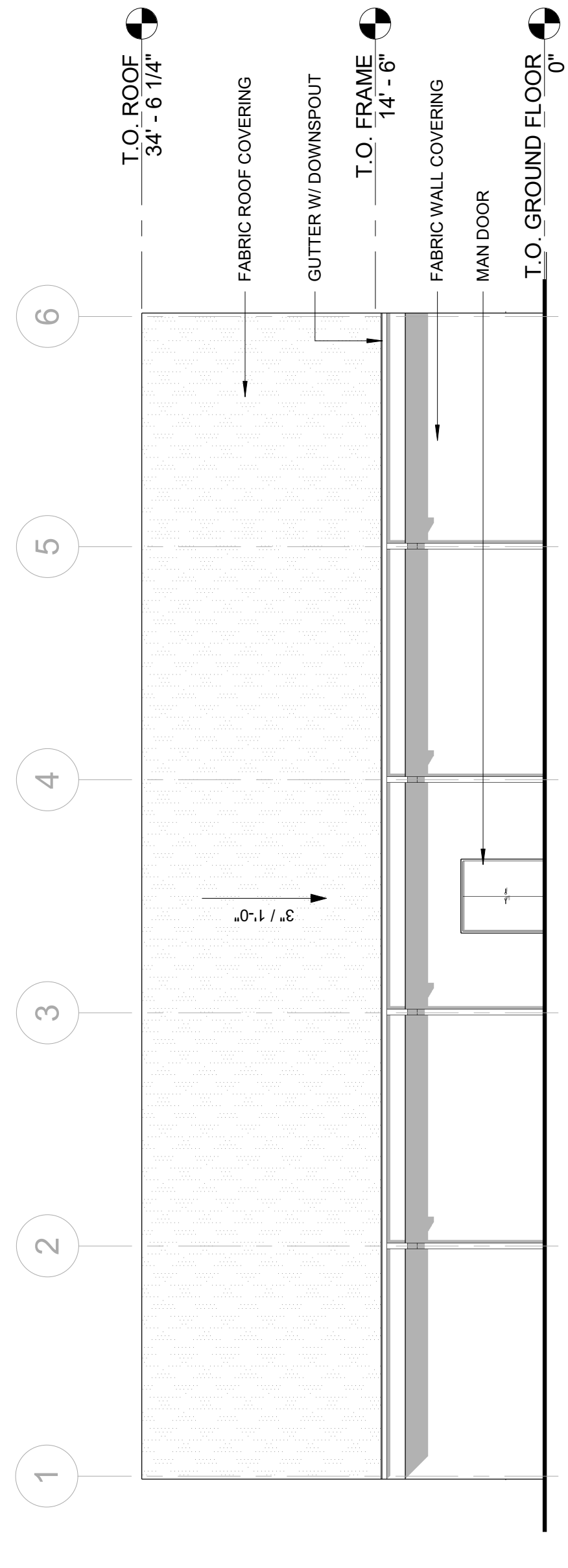
1 EAST ELEVATION
 3/32" = 1'-0"



2 NORTH ELEVATION
 3/32" = 1'-0"



3 WEST ELEVATION
 3/32" = 1'-0"



4 SOUTH ELEVATION
 3/32" = 1'-0"



6 ARCHITECTURE
 33 NE 21st
 BOCA RATON, FL 33422
 561.865.5935
 WWW.6ARCHITECTURE.COM
 ARCHITECTS
 LICENSE NO. AR00052746

SEAL:

MATTHEW R. FORBET // REG. FL. NO. AR05564
 CLIENT / PROJECT ADDRESS:

**ARCHBISHOP
 MCCARTHY
 HIGH SCHOOL -
 SPORTS
 COMPLEX**

540 SW 104th AVENUE
 SOUTHWEST PALM BEACH, FLORIDA 33409

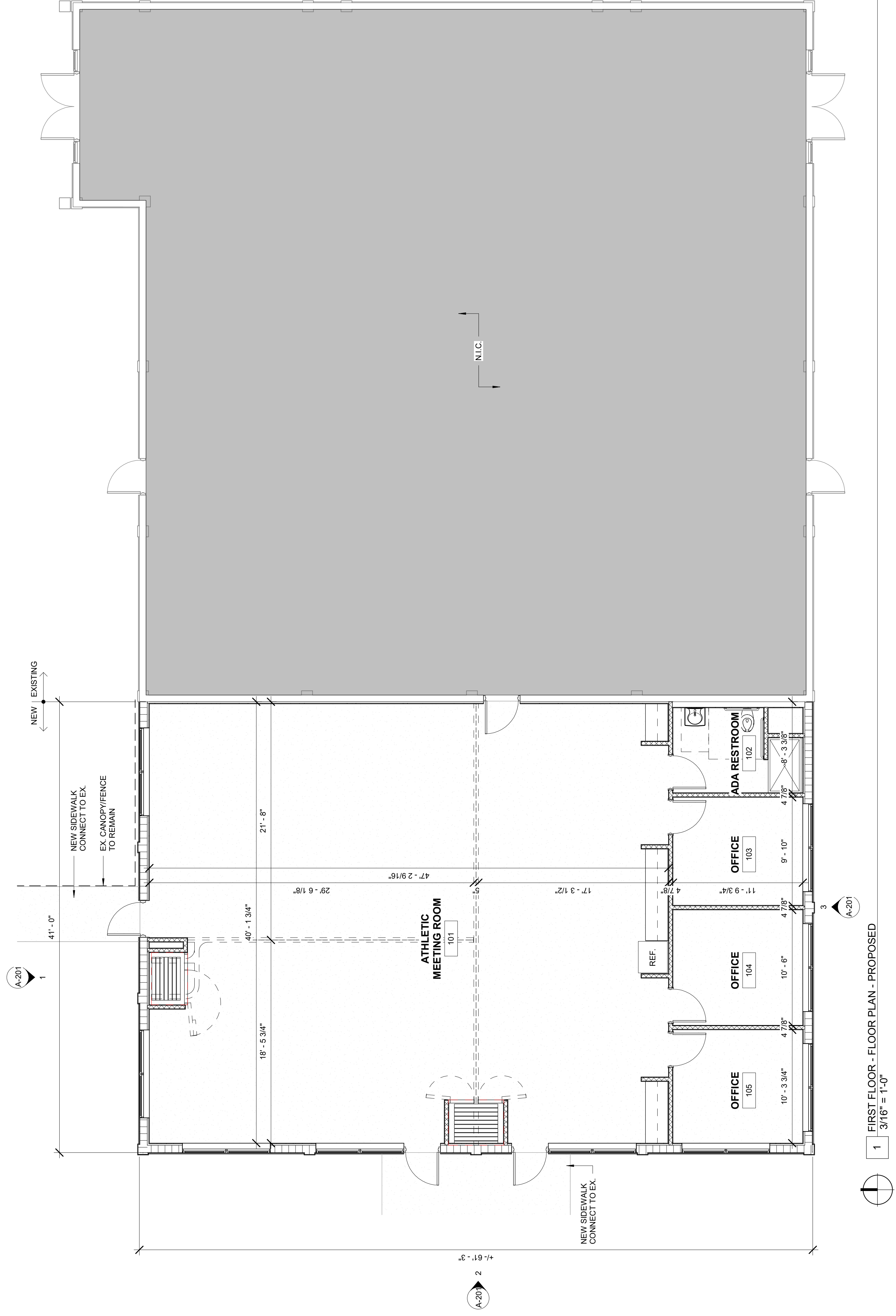
REVISIONS:
 NO. DATE DESCRIPTION

KEY PLAN

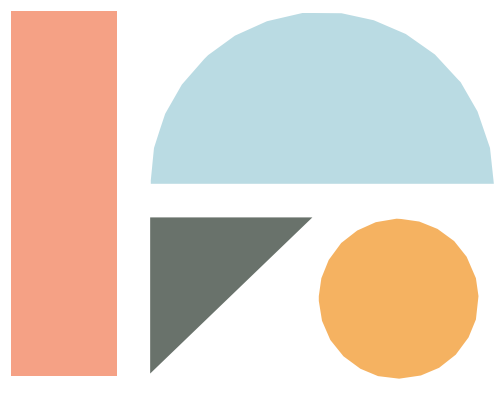
PROJECT NUMBER: 21-021
 DATE ISSUED: 2023-06-26

SHEET TITLE:
**FLOOR PLAN - OFFICE
 ADDITION**

SHEET NO.:
A-122



1 FIRST FLOOR - FLOOR PLAN - PROPOSED
 3/16" = 1'-0"



S ARCHITECTURE
 3316 151ST
 BOCA RATON, FL 33422
 561.865.5535
 WWW.SARCHITECT.COM
 BOCA RATON, FL 33422
 561.865.5535
 WWW.SARCHITECT.COM

SEAL

MATTHEW R. FORBET // REG. FL. NO. AR65564
 CLIENT / PROJECT ADDRESS:

**ARCHBISHOP
 MCCARTHY
 HIGH SCHOOL -
 SPORTS
 COMPLEX**

540 SW 124TH AVENUE
 SOUTHWEST PALM BEACH, FLORIDA 33409

REVISIONS

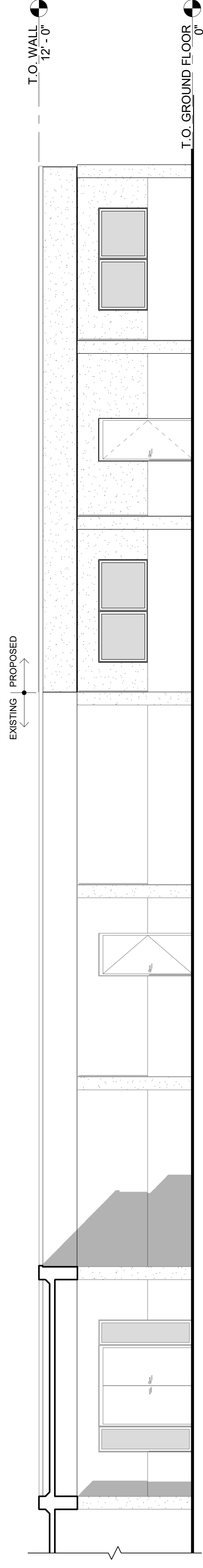
NO. DATE DESCRIPTION

KEY PLAN

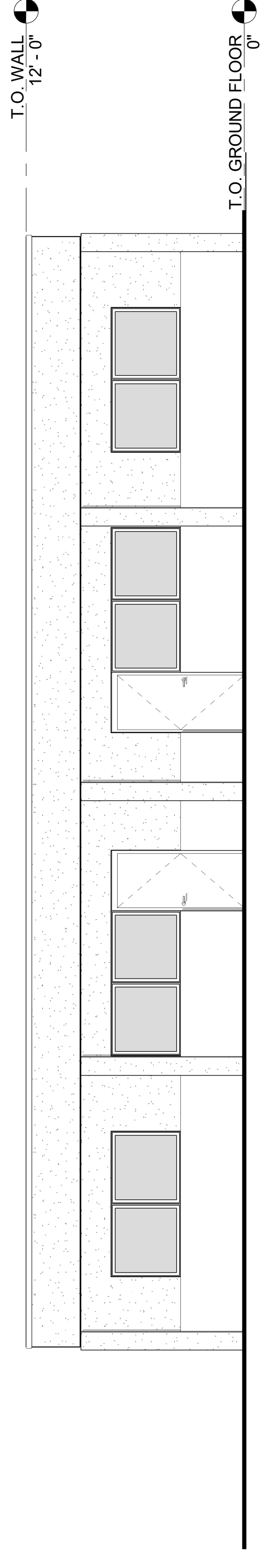
PROJECT NUMBER: 23-001
 DATE ISSUED: 2023-06-26

SHEET TITLE:
**EXTERIOR ELEVATIONS -
 OFFICE ADDITION**

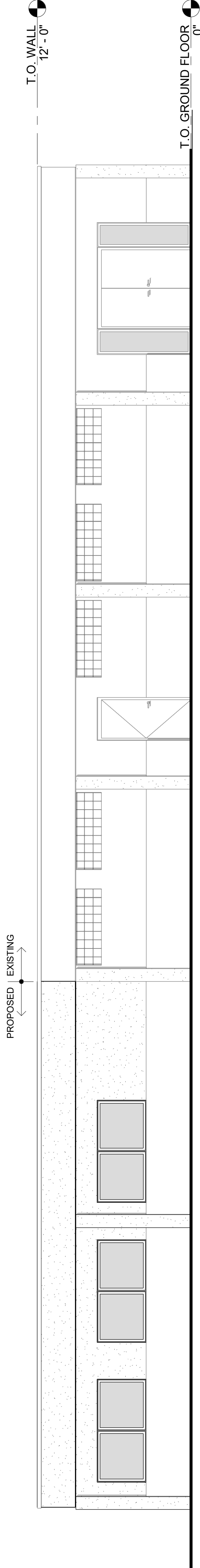
SHEET NO.: **A-201**



1 EXTERIOR ELEVATION - OFFICE - NORTH
 3/16" = 1'-0"



2 EXTERIOR ELEVATION - OFFICE - WEST
 3/16" = 1'-0"



3 EXTERIOR ELEVATION - OFFICE - SOUTH
 3/16" = 1'-0"

Southeast Modular Manufacturing

2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

MODULAR STRUCTURE

FOR: CLASSROOM TYPE 11-B
SINGLE SLOPE 24'x36'
(2) 11'-7" WIDE X 36'-0" LONG
MODULES

FLORIDA STRUCTURAL LOAD LIMITATION (FBC 1606.1.7)	
FLOOR LIVE LOAD:	
A. 40 PSF	
B. 1,000 lb., CONCENTRATED LOAD OVER 30"x30" AREA LOCATED ANYWHERE ON FLOOR	
ROOF LIVE LOAD:	
A. 20 PSF	
BUILDING ENCLOSURE: ENCLOSED	
ROOF SNOW LOAD: N/A	
WIND LOAD:	
A. 140 MPH	WIND SPEED (3 SEC GUST)
B. $I_w = 1.15$	WIND IMPORTANCE FACTOR
C. B	BUILDING CATEGORY = II (ASCE 7-02)
D. $G_{Cpi} = 0.18$	INTERNAL PRESSURE COEFFICIENT
ROOF COMPONENT & CLADDING LOAD	
ROOF (50 SF)	
FOR ROOF ANGLE=	0 TO 10 DEGREES
E. $P_t =$	ZONE 1 = -38.1 PSF
	ZONE 2 = -50.8 PSF
	ZONE 3 = -61.5 PSF
WALL COMPONENT & CLADDING LOAD (DOORS/WINDOWS)	
F. $P_w =$	ZONE 4 = -43.9 PSF
	ZONE 5 = -54.2 PSF
G. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT.	
SEISMIC LOAD:	N/A
FLOOD LOAD:	
THIS BUILDING IS NOT DESIGNED TO BE SUBMERGED BELOW THE BASE FLOOD ELEVATION IN A FLOOD HAZARD AREA.	

CONSTRUCTION SHALL NOT COMMENCE ON THIS BUILDING UNTIL ENGINEERING DRAWINGS FOR THE STEEL BAR JOIST, WHICH ARE SEALED BY A FLORIDA REGISTERED ENGINEER, HAVE BEEN FURNISHED TO, REVIEWED, AND APPROVED BY THE PROJECT ARCHITECT.

"NOTICE"

PLEASE REVIEW PLANS COMPLETELY. ANY COMPONENTS CROSSING MAJOR LINES WILL BE SITE INSTALLED BY SET UP CREW.

DESIGN DATA	
2004 FLORIDA BUILDING CODE W/ 05,06,07 SUPPLEMENTS	
2004 FLORIDA PLUMBING CODE W/ 05,06,07 SUPPLEMENTS	
2004 FLORIDA GAS CODE W/ 05,06,07 SUPPLEMENTS	
2004 FLORIDA MECHANICAL CODE W/ 05,06,07 SUPPLEMENTS	
2005 NATIONAL ELECTRIC CODE	
2004 FLORIDA FIRE PREVENTION CODE	
FACBC (LATEST EDITION) FBC CHAPTER 11	
FLORIDA ENERGY (LATEST EDITION)	
EFFICIENCY CODE 2004 FBC CHAPTER 13	
CONSTRUCTION: TYPE II-B UNPROTECTED	
OCCUPANCY: EDUCATION (PUBLIC)	
OCCUPANT LOAD IS BASED UPON 1 PERSON PER 20 SQUARE FEET OF FLOOR AREA	
FLOOR:	LL= 40 PSF.
ROOF:	LL= 20 PSF. DL= 7 PSF. TOP CHORD 6 PSF. BOTTOM CHORD.
WIND SPEED:	140 MPH
THIS BUILDING HAS NOT BEEN DESIGNED FOR USE AS AN ENHANCED HURRICANE PROTECTION AREA (EHPA)	
THIS BUILDING NOT FOR USE IN HIGH VELOCITY HURRICANE ZONES (HVHZ). HVHZ ZONES CONSIST OF BROWARD AND DADE COUNTIES.	


SITE INSTALLED ITEMS:	
THIS LIST DOES NOT LIMIT ITEMS OF WORK AND MATERIALS REQUIRED FOR A COMPLETE INSTALLATION. SUBJECT TO LOCAL JURISDICTION AND APPROVAL.	
1.	THE COMPLETE FOUNDATION SUPPORT AND TIE DOWN SYSTEM.
2.	RAMP, STAIRS AND GENERAL ACCESS TO THE BUILDING.
3.	ELECTRICAL SERVICE HOOK-UP (INCLUDING FEEDERS) TO THE BUILDING.
4.	GUTTERS AND DOWN SPOUTS SUBJECT TO LOCAL JURISDICTION.
5.	THE MAIN ELECTRICAL PANEL AND FEEDERS.
6.	CONNECTION OF ELECTRICAL CIRCUITS CROSSING OVER MODULE MATING LINES.
7.	STRUCTURAL AND AESTHETIC INTERCONNECTIONS BETWEEN MODULES.
8.	STORM SHUTTERS INSTALLED ON SITE BY OTHERS TO MEET 140 MPH EXP. B AND LARGE MISSILE IMPACT TO LOCAL APPROVAL.
9.	ALARM SYSTEM WIRING AND FIRE ALARM SYSTEM. SURGE PROTECTORS. COMPUTER WIRING.
10.	HVAC CONDENSATION LINE.

DCA PLANS REVIEW

Builder: Southeast Modular Mfg.
 Project # 07051.15(2) Date: 12-21-07
 Reviewed by: Billy Taylor, CMP #6
 Approved without comments
 Approved with comments
 See approval letter dated: December 21, 2007

This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this review.

DCA PLANS REVIEW
CRA PROJECT # 07051.15

William J. McCann, P.E.
 Consulting Engineer
 1428 Gulf Breeze Blvd. Suite E
 Clearwater, FL 33755
 Florida P.E. License #50252

 DEC 11 2007

- FLORIDA
- 2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
 - 2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
 - 2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
 - 2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
 - 2005 NATIONAL ELECTRIC CODE
 - 2004 FLORIDA FIRE PREVENTION CODE
 - FACBC (LATEST EDITION) FBC CHAPTER 11
 - FLORIDA ENERGY (LATEST EDITION)
 - EFFICIENCY CODE 2004 FBC CHAPTER 13
- LABELS: HWC

REV	COVER SHEET
REV	1
REV	2
REV	3
REV	4
REV	4A
REV	5
REV	5A
REV	6
REV	6A
REV	6B
REV	6C
REV	7
REV	8
REV	9
REV	10
REV	11
REV	12
REV	13

PROJECT HISTORY	REVISIONS	DESCRIPTION
REVIS	11-26-07	COVER SHEET
REVIS	07051.15	COVER SHEET
REVIS	SEM SERIAL # A/B	COVER SHEET
REVIS	CLASSROOM TYPE II-B 24'x36'	COVER SHEET

GENERAL NOTES

- 1. ACCESS TO BUILDING FOR PERSONS IN WHEELCHAIRS IS DESIGNED BY AND FIELD BUILT BY OTHERS AND SUBJECT TO LOCAL JURISDICTION APPROVAL. THE PRIMARY ENTRANCE MUST BE ACCESSIBLE.

- 2. ALL DOORS SHALL BE OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS SHALL NOT BE USED.

- 3. ALL GLAZING WITHIN A 48 INCH ARC OF DOORS WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR AND ALL GLAZING IN DOORS SHALL BE SAFETY, TEMPERED OR ACRYLIC PLASTIC SHEET. GLAZING MUST PASS TEST REQUIREMENTS OF CPSC 16, CFR 1201.

- 4. ALL STEEL STRAPS REFERENCED ON FLOOR PLAN SHALL BE 1/5 INCH X 26 GA WITH 8 15 GA X 7/16 INCH CROWN X 1 INCH STAPLES EACH END OF STRAP OR EQUIVALENT FROM RIDGE BEAM TO COLUMN, AND COLUMN TO FLOOR.

- 5. PORTABLE FIRE EXTINGUISHER PER N.F.P.A. - 10 INSTALLED BY OTHERS ON SITE, AND SUBJECT TO LOCAL JURISDICTION.

- 6. PROVISIONS FOR EXIT DISCHARGE LIGHTING ARE THE RESPONSIBILITY OF THE BUILDING OWNER AND SUBJECT TO LOCAL JURISDICTION APPROVAL WHEN NOT SHOWN ON THE FLOOR PLAN (INCLUDING EMERGENCY LIGHTING, WHEN REQUIRED).

- 7. THIS BUILDING REQUIRES A FIRE SEPARATION DISTANCE BASED ON TABLE 602 AND SECTION 704 OF THE FLORIDA BUILDING CODE AND/OR INTERNATIONAL BUILDING CODE IS SUBJECT TO APPROVAL BY LOCAL JURISDICTION

- 8. WHEN LOW SIDES OF ROOF PROVIDE LESS THAN 6" OF OVERHANG, GUTTERS AND DOWN SPOUTS SHALL BE SITE INSTALLED, DESIGNED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.

- 9. WHEN BUILDINGS ARE INSTALLED IN WIND-BORNE DEBRIS REGIONS, EXTERIOR GLAZING SHALL BE IMPACT RESISTANT OR PROTECTED WITH AN IMPACT RESISTANT COVERING. UNLESS INDICATED OTHERWISE IN THE SPECIFICATIONS FOR THE BUILDINGS, THE GLAZED OPENING PROTECTION WILL BE PROVIDED BY WOOD STRUCTURAL PANELS WITH A MINIMUM THICKNESS OF 7/16" WHICH ARE PRECUT TO COVER THE GLAZED OPENINGS, AND ATTACHED WITH 2-1/2" X #8 WOOD SCREWS SPACED NOT MORE THAN 9" O.C.. THE PRECUT WOOD STRUCTURAL PANELS AND WOOD SCREWS ARE TO BE PROVIDED ON SITE BY THE BUILDING OWNER, SUBJECT TO LOCAL APPROVAL. WIND-BORNE DEBRIS REGIONS ARE DESIGNATED IN SECTION 1609 OF THE IBC-REFERENCE TO FBC FIGURE 1609.

- 10. FIRE SAFETY PLAN REVIEW AND INSPECTION IS RESERVED FOR THE LOCAL AUTHORITY HAVING JURISDICTION.

- 11. WINDOWS AND DOORS MUST BE CERTIFIED FOR COMPLIANCE WITH THE WIND DESIGN PRESSURE FOR COMPONENTS AND CLADDING.

- 12. THESE PLANS COMPLY WITH RULE 9B-72 (PRODUCT APPROVAL)

- 13. THE RAISED SEAL SET OF PLANS ARE ON FILE IN THE THIRD PARTY AGENCY'S OFFICE AS DIRECTED BY DCA.

- 14. THESE PLANS COMPLY WITH THE LATEST FBC CHANGE, DATED JULY 1, 2007.

REVISED

ELECTRIC NOTES:

- 1. ALL CIRCUITS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE NATIONAL ELECTRICAL CODE (NEC).

- 2. WHEN LIGHT FIXTURES ARE INSTALLED IN CLOSETS THEY SHALL BE SURFACE MOUNTED OR RECESSED. INCANDESCENT FIXTURES SHALL HAVE COMPLETELY ENCLOSED LAMPS. SURFACE MOUNTED INCANDESCENT FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 12 INCHES AND ALL OTHER FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 6 INCHES FROM "STORAGE AREA" AS DEFINED BY NEC 410-8(G).

- 3. WHEN WATER HEATERS ARE INSTALLED THEY SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE WATER HEATERS SERVED. THE BRANCH CIRCUIT SWITCH OR CIRCUIT BREAKER SHALL BE PERMITTED TO SERVE AS THE DISCONNECTING MEANS ONLY WHERE THE SWITCH OR CIRCUIT BREAKER IS WITHIN SIGHT FROM THE WATER HEATER OR IS CAPABLE OF BEING LOCKED IN THE OPEN POSITION.

- 4. HVAC EQUIPMENT SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE EQUIPMENT SERVED. A UNIT SWITCH WITH A MARKED "OFF" POSITION THAT IS A PART OF THE HVAC EQUIPMENT AND DISCONNECTS ALL UNGROUNDING CONDUCTORS SHALL BE PERMITTED AS THE DISCONNECTING MEANS WHERE OTHER DISCONNECTING MEANS ARE ALSO PROVIDED BY A READILY ACCESSIBLE CIRCUIT BREAKER.

- 5. PRIOR TO ENERGIZING THE ELECTRICAL SYSTEM THE INTERRUPTING RATING OF THE MAIN BREAKER MUST BE DESIGNED AND VERIFIED AS BEING IN COMPLIANCE WITH SECTION 110-9 OF THE NEC BY LOCAL ELECTRICAL CONSULTANT.

- 6. THE MAIN ELECTRICAL PANEL AND FEEDERS ARE DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.

- 7. ALL CIRCUITS CROSSING OVER MODULE MATING LINE(S) SHALL BE SITE CONNECTED WITH APPROVED ACCESSIBLE JUNCTION BOXES, OR CABLE CONNECTORS.

REVISED

PLUMBING NOTES:

- 1. CUSTOMER ASSUMES RESPONSIBILITY FOR DRINKING WATER FACILITIES ADJACENT TO THE EQUIPMENT SERVED.

- 2. TOILETS SHALL BE ELONGATED WITH NONABSORBENT OPEN FRONT SEATS.

- 3. RESTROOM WALLS SHALL BE COVERED WITH NONABSORBENT MATERIAL TO A MINIMUM 6 FEET.

- 4. ALL PLUMBING FIXTURES SHALL HAVE SEPARATE SHUTOFF VALVES.

- 5. WATER HEATER SHALL HAVE SAFETY PAN WITH 1 INCH DRAIN TO EXTERIOR, I & P RELIEF VALVE WITH DRAIN TO EXTERIOR, AND A SHUT OFF VALVE WITHIN 3 FEET ON A COLD WATER SUPPLY LINE.

- 6. DWV SYSTEM SHALL BE EITHER ABS OR PVC - DWV.

- 7. WATER SUPPLY LINES SHALL BE CPVC OR COPPER.

- 8. WATER CLOSETS ARE TANK TYPE AND URINALS ARE FLUSH TANK TYPE UNLESS OTHERWISE SPECIFIED.

- 9. BUILDING DRAIN AND CLEANOUTS ARE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.

- 10. THERMAL EXPANSION DEVICE, IF REQUIRED BY WATER HEATER INSTALLED, AND IF NOT SHOWN ON PLUMBING PLAN, IS DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL APPROVAL.

- 11. WATER SUPPLY AT LAVATORIES SHALL HAVE DELAYED CLOSING VALVES.

2004 FLORIDA BUILDING CODE, CHAPTER 11

- 1. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL ENTRANCES ARE ACCESSIBLE. INACCESSIBLE ENTRANCES SHALL HAVE DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE.

- 2. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT HEIGHT NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND EDGE OF BASIN NO HIGHER THAN 34 INCHES ABOVE THE FLOOR FOR INDIVIDUALS IN WHEELCHAIRS. ADDITIONALLY, DRINKING WATER PROVISIONS SHALL BE MADE FOR INDIVIDUALS WHO HAVE DIFFICULTY IN BENDING.

- 3. WHERE STORAGE FACILITIES SUCH AS CABINETS, SHELVES, CLOSETS, AND DRAWERS ARE PROVIDED AT LEAST ONE OF EACH TYPE PROVIDED SHALL CONTAIN STORAGE SPACE COMPLYING WITH THE FOLLOWING: DOORS, ETC. TO SUCH SPACES SHALL BE ACCESSIBLE (i.e. TOUCH LATCHES, U-SHAPED PULLS); SPACES SHALL BE WITHIN 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR FORWARD REACH OR 9 INCHES MINIMUM AND 54 INCHES MAXIMUM OF THE FLOOR FOR SIDE REACH; CLOTHES RODS SHALL BE A MAXIMUM OF 54 INCHES ABOVE THE FLOOR (48 INCHES MAXIMUM WHEN DISTANCE FROM WHEELCHAIR TO ROD EXCEEDS 10 INCHES).

- 4. CONTROLS, DISPENSERS, RECEPTACLES AND OTHER OPERABLE EQUIPMENT SHALL BE NO HIGHER THAN 45 INCHES ABOVE THE FLOOR FOR REACH OR 54 INCHES ABOVE THE FLOOR FOR SIDE APPROACH. RECEPTACLES ON WALLS SHALL BE MOUNTED NO LESS THAN 15 INCHES ABOVE THE FLOOR. EXCEPTION: HEIGHT LIMITATIONS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.

- 5. WHERE EMERGENCY WARNING SYSTEMS ARE PROVIDED, THEY SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS. THE VISUAL ALARMS SHALL BE LOCATED THROUGHOUT, INCLUDING RESTROOMS, AND PLACED 80 INCHES ABOVE THE FLOOR OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.

- 6. ALL DOORS SHALL BE OPENABLE BY A SINGLE EFFORT. THE MAXIMUM FORCE REQUIRED TO OPEN A DOOR SHALL NOT EXCEED 8.5 LBS. FOR EXTERIOR SWINGING DOORS AND 5 LBS. FOR ALL SLIDING, FOLDING, AND INTERIOR SWINGING DOORS.

- 7. FLOOR SURFACES SHALL BE STABLE, FIRM, AND SLIP-RESISTANT. CHANGES IN LEVEL BETWEEN 0.25 INCH AND 0.5 INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAN 0.5 INCH REQUIRE RAMPS. CARPET PILE THICKNESS SHALL BE 0.5 INCH MAX. GRATINGS IN FLOOR SHALL HAVE SPACES NO GREATER THAN 0.5 INCH WIDE IN ONE DIRECTION. DOORWAY THRESHOLDS SHALL NOT EXCEED 0.5 INCH IN HEIGHT.

- 8. ACCESSIBLE WATER CLOSETS SHALL BE 17 INCHES TO 19 INCHES FROM THE FLOOR TO THE TOP OF THE SEAT. (SEE AGE GROUPS SHEET 4 OF 13 FOR DIFFERENT MOUNTING HEIGHTS ACCORDING TO AGE GROUPS) GRAB BARS SHALL BE 36 INCHES LONG MINIMUM WHEN LOCATED BEHIND WATER CLOSET AND 42 INCHES MINIMUM WHEN LOCATED ALONG SIDE OF WATER CLOSET, AND SHALL BE MOUNTED 33 INCHES TO 36 INCHES ABOVE THE FLOOR. REAR GRAB BAR SHALL BE LOCATED 6" MAX. FROM WALL CORNER. SIDE GRAB BAR SHALL BE LOCATED 12" MAX. FROM WALL CORNER.

- 9. ACCESSIBLE URINALS SHALL BE STALL-TYPE OR WALL HUNG WITH ELONGATED RIMS AT A MAXIMUM OF 17 INCHES ABOVE THE FLOOR.

- 10. ACCESSIBLE LAVATORIES SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 29 INCHES ABOVE THE FLOOR TO THE BOTTOM OF THE APRON.

- 11. ACCESSIBLE SINKS SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 27 INCHES HIGH, 30 INCHES WIDE, AND 19 INCHES DEEP UNDERNEATH SINK. THE SINK DEPTH SHALL BE 6.5 INCHES MAXIMUM.

- 12. HOT WATER AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. INSULATION OR PROTECTION MATERIALS MAY BE SITE INSTALLED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER ACCESSIBLE LAVATORIES AND SINKS.

- 13. ACCESSIBLE LAVATORIES AND SINKS SHALL HAVE ACCESSIBLE FAUCETS (i.e. LEVER-OPERATED, PUSH-TYPE, ELECTRONICALLY CONTROLLED).

- 14. WHERE MIRRORS ARE PROVIDED IN REST ROOM, AT LEAST ONE SHALL BE PROVIDED WITH ITS BOTTOM EDGE NO HIGHER THAN 40 INCHES ABOVE THE FLOOR.

- 15. WHERE MEDICINE CABINETS ARE PROVIDED, AT LEAST ONE SHALL BE LOCATED WITH A USABLE SHELF NO HIGHER THAN 44 INCHES ABOVE THE FLOOR.

- 16. GRAB BARS REQUIRED FOR ACCESSIBILITY SHALL BE 1.25 INCHES TO 1.5 INCHES IN DIAMETER WITH 1.5 INCHES CLEAR SPACE BETWEEN THE BAR AND THE WALL.

- 17. WATER CLOSET FLUSH CONTROL SHALL BE MOUNTED ON THE OPEN SIDE OF THE TOILET AREA.

- 18. DOORS TO ALL ACCESSIBLE SPACES SHALL HAVE ACCESSIBLE HARDWARE (i.e. LEVER-OPERATED, PUSH-TYPE, U-SHAPED) MOUNTED NO HIGHER THAN 48 INCHES ABOVE THE FLOOR.

- 19. TOILET STALL DOORS SHALL BE THE SELF-CLOSING TYPE.

- 20. A TOWEL DISPENSER SHALL BE LOCATED ADJACENT TO ALL ACCESSIBLE LAVATORIES.

CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
GENERAL NOTES

PROJECT HISTORY
REVISED 11-26-07

Southeast Modular Manufacturing
Corporate Office
South Plant
1340 U.S. HWY. 17 N.
MAUCHUA, FLORIDA 33873

Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748

DRAWN BY: ES
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4"=1'-0"
MC# 07050
CRA# 07051.15

SHEET: 2
OF 13 SHEETS

DCA PLANS REVIEW
Builder: Southeast Modular Mfg.
Project # 07051.15(2) Date: 12-21-07
Reviewed by: Billy Tyson, SAMP 46
 Approved without comments
 Approved with comments
See approval letter dated Dec 21, 2007
This approval in no way alleviates the builder from complying with all applicable building codes, which may not be identified in this review.

FLORIDA
2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
2005 NATIONAL ELECTRIC CODE
2004 FLORIDA FIRE PREVENTION CODE
FACBC (LATEST EDITION) FBC CHAPTER 11
FLORIDA ENERGY (LATEST EDITION)
EFFICIENCY CODE 2004 FBC CHAPTER 13
LABELS: HWC
William J. McCann, P.E.
Consulting Engineer
1428 Gulf to Bay Blvd. Suite E
Clearwater, FL 33755
Florida, P.E. License #50252
DEC 11 2007
DATE:

SYMBOLS
TROFFER FLUORESCENT FIXTURE W/ (4) 32W BULBS (OPTIONAL)
ELECTRICAL PANEL 120/240V SGL. PH.
JUNCTION BOX
FIRE PULL STATION WITH HORN/STROBE
FIRE PULL STATION
SMOKE DETECTOR
PORCH LIGHT W/PHOTO CELL & (1) 40 WATT BULB 90" A.F.F.
EXIT SIGN W/ BATTERY BACK-UP 90" A.F.F.
EMERGENCY LIGHT W/ BATTERY BACK-UP 90" A.F.F.
DUPLX RECEPTACLE 120 V, 18" A.F.F. OR NOTED
CLOCK RECEPTACLE 120V 10
SWITCH 48" A.F.F.
RETURN AIR GRILL (R.A.G.)
SUPPLY AIR DIFFUSER (S.A.D.)
THERMOSTAT 48" A.F.F.
DUCT REDUCER
SPEAKER
INTERCOM
STROBE

PRE-K (AGES 3 & 4)	ELEMENTARY (K - 5TH GRADE)
Water Closet Centrefine (Measured from the side wall or partition)	12 inches
Toilet Seat (Water Closet) Height (Measured to the top of the seat)	11 to 12 inches
Urinal Rims	17" Max at 17" Min at 11"
Grab Bars - Diameter	1 1/4" to 1 1/2" Dia
Grab Bars - Mounting Height (Measured above the finished floor to grab bar centerline)	15" to 20"
Grab Bar Length - Side Wall (If fish control for fish valves are located in a position that contacts with the location of the rear grab bar, then that grab bar may be set for at water closets with a cantilever placement below 15", a rear grab bar of 42" minimum on the open side)	42" 36"
Lavatories/Sinks - Height (Measured with mirror counter surface no higher than 31" above the finished floor (a.f.f.))	31" Maximum
Lavatories/Sinks - Apron and Knee Clearance	2" Minimum If
Mirror Height (Above Lavatories/Sinks) Mirrors should be mounted with the bottom edge of the reflection surface no higher than 32" a.f.f. or at the lowest mounting height permitted by fixtures and related elements)	34" Maximum If
Toilet Paper Dispenser Height	14 inches
Sink Counter w/ Fountain (Located outside of Restroom) (Measure a.f.f. to water fountain spout height)	Sp. 34.37" Max at 1"

*The above accessibility standards for grades K-5, include Volusia County Schools no elements that the Children's Environment criteria for ages 3-5 will prevail at the entire Elementary School Level. (When grades for ages 3-5 will prevail for ages 3-5 work.)
†Measure at high school level and must not accessibility criteria per Chapter 11, FBC, 4.16.

TYPE	PERIMETER 11'-7" x 36'-0"
BEAM	10x7.69 I-BEAM
CROSSMEMBER	SEE JOIST
BRAKE AXLE	6000# (2) W/10 PLY TIRES. UNDERSLUNG
TAG AXLE	6000# (1) W/10 PLY TIRES. UNDERSLUNG
HITCH	DETACHABLE
MISC.	2x4 LUMBER AROUND EDGE OF FRAMES
	FLOOR
JOIST	8" STEEL CON 800S162-68 13GA @24" O.C. (OR EQUAL)
DECKING	3/4 T&G FORTACRETE OR APPROVED EQUAL (1) LAYER
FLOOR COVERING	26 oz. SREF COMPLIANT CARPET OR 1/8X12X12 TILE
FLOOR COVERING	ROLL VINYL 6" UP RESTROOM WALL (RESTROOM OPTIONAL)
BOTTOM BOARD	SIMPLEX
INSULATION	R-13 UNFACED
MISC.	CARPET BAR SHIPPED LOOSE
	EXTERIOR WALLS
STUDS	3--5/8 362S162-43/ STEEL--CON-18GA 9'-9" TO 10'-6" @ 16" O.C. / 12" O.C. FIRST 4'-0" @ CORNERS-18GA (OPTIONAL 10'-9" TO 11'-6")
PLATES	3--5/8" 362T125-43/STEEL--CON-18GA/ SNGL TOP & BOTTOM
WALL COVERING	3/8 V.C.G. OVER 5/8 TYPE X RAW GYPSUM
TRIM	STD. V.C.G.
INSULATION	R-11 KRAFT
	INTERIOR WALLS
STUDS	3--5/8" 362S162-43/STEEL--CON-18GA 8'-3" (9'-3" OPTIONAL) @ 16" O.C.
PLATES	3--5/8" 362T125-43/STEEL--CON 18GA SNGL TOP & BOTTOM
WALL COVERING	3/8 V.C.G. OVER 5/8 TYPE X RAW GYPSUM
WALL COVERING	FRP OVER 1/2" RAW GYP @ RESTROOM.
TRIM	STD. V.C.G. , FRP (RESTROOM ONLY)
	ROOF
TYPE	SINGLE SLOPE TO HITCH END
RAFTER	6" STEEL--CON 600S200-43 STEEL 18GA MEMBERS @ 12" O.C. FIRST 4' FROM END WALLS & 24" REMAINDER
SHEATHING	1-1/2" X 22GA MARLYN B-DECK
SHEATHING	1/4 DENSDECK OVER ROOF SHEATHING
MATE BEAM	
CEILING	T--GRID 2X2 (OPTIONAL 2X4) SUSPENDED @ 8'-0" AFF (9'-0" OPTIONAL) (HARD CEILING RESTROOM OPTIONAL)
INSULATION	R-19 UNFACED HELD UP BY VINYL NETTING
MISC.	27"-18" X 36" BAR JOIST
	PLUMBING
SUPPLY PIPES	CPVC
WASTE PIPES	PVC SCHEDULE 40 STUB THRU FLOOR
TOILET	(1) H.C./TANK
LAVATORY	(1) WALL HUNG W/ INSULATED P--TRAP
SINK	(1) SS SINGLE BOWL W/FAUCET (OPTIONAL)
GRAB BARS	(1) 36" (1) 42" S.S.
ACCESSORIES	(1) STD. TP HOLDER, (1) STD. MIRROR
	ELECTRICAL
PANEL	(1) 125 AMP 120/240 V 1 PHASE
RACEWAY	MC WIRING CEILING
LIGHTS	(11) 2X4 TROFFER 232 W/ T-8 BULBS & ELECTRONIC BALLAST OR (12) WITHOUT RESTROOM
LIGHTS (OPTIONAL)	(7) 2X4 TROFFER 432 W/ T-8 BULBS & ELECTRONIC BALLAST (8 OPTIONAL WITHOUT RESTROOM)
PORCH LIGHT	(1) STD W/PHOTOCELL
RECEPTS	120V 15 AMP WHITE
RECEPTS	(1) CLOCK RECEPT, () STD GFCl, (1) EXTERIOR GFCl W/LOCKING COVER
J--BOXES	STD PER PRINT W/ CONDUIT STUBBED ABOVE T--GRID
EM LIGHT	(1) STD W/BATTERY
EXIT LIGHT	(1) STD W/BATTERY
MISC.	EXTERIOR A/C DISCONNECT
MISC.	SWITCH W/ 10 MIN. TIMER
	HVAC
TYPE	(1) 3.5 TON W/10 KW HEAT WALL MOUNT W/WERV
SUPPLY AIR	20X10 GALV
S/A DIFFUSERS	24X24 W/FLEX DUCT
R/A GRILLES	(1) FILTER WALL RETURN GRILLE @ AC UNIT
THERMOSTAT	(1) PROGRAMMABLE #8403-0403-049 W/ DIHUMIDISTAT J10-8209-W
EXHAUST FAN(S)	(1) 100 CFM W/LIGHT
	EXTERIORS
SIDE SHEATHING	5/8 TYPE "X" W.R. GYPSUM W/HOUSE WRAP
END SHEATHING	5/8 TYPE "X" W.R. GYPSUM W/HOUSE WRAP
SIDING	HI-RIB ALUM-- (HARDI PANEL OPTIONAL)
TRIM	ALUM. FOAM STRIP UNDER TRIM OF BUILDING
ROOF COVERING	EPDM .045 WHITE (BLACK OPTIONAL)
	MISCELLANEOUS
	(1) FIRE EXTINGUISHER W/ WALL BRACKET
	(2) 4'X12' MARKER BOARDS W/ TRAY (1) 4'X8' TACKBOARD

DOOR SCHEDULE

#	SIZE	DESCRIPTION	QTY	HEADER	JACKS	KINGS	COMMENTS
②	36X80	STEEL/STEEL W/ 8"X42" V.B.	2	STEEL			PREMIER
		KEYED LEVER/ CLOSER, KICK PLATE					
③	36X80	S.C. PREHUNG	1	STEEL			REDIFRAME
		PRIVACY LEVER SET					

WINDOW SCHEDULE

#	SIZE	DESCRIPTION	QTY	HEADER	JACKS	KINGS	COMMENTS
④	48X50	VERTICAL SLIDER/BRON/CLEAR	2	DBL 2X4	1	1	(1) SAFETY GLASS
		W/ MINI BLINDS					
⑤	48X58	VERTICAL SLIDER/BRON/CLEAR	1	DBL 2X4	1	1	
		W/ MINI BLINDS					

APPROVED PRODUCTS LIST

PRODUCT CATEGORY	SUB CATEGORY	MANUFACTURED	FLORIDA APPROVAL NUMBER
EXTERIOR	SWINGING EXTERIOR DOOR/ASSEMBLIES	PREMIER	FL#6378
WINDOWS	SINGLE/HUNG	KINRO	FL#123.3 (OPTIONAL PGT FL 239.3)
ROOFING	SINGLEPLY ROOFING SYSTEM	CARLISLE SYN TEC	FL#1601--R3
ROOFING	ROOFING UNDERLAYMENT	GEORGIA PACIFIC	FL#1250--R2
STRUCTURAL COMPONENTS	CONNECTORS	SIMPSON STRONG TIE	FL#474.11

ELEMENTARY (K - 5TH GRADE)

PRE-K (AGES 3 & 4)	12 inches	12 to 15 inches
Water Closet Containment (Measured from the side wall or partition)	12 inches	12 to 15 inches
Toilet Seat (Water Closet) Height (Measured to the top of the toilet seat)	11 to 12 inches	12 to 15 inches
Urinal Rims	17" Max a.f.f.	17" Max a.f.f.
Grab Bars - Diameter	1-1/4" to 1-1/2" Dia.	1-1/4" to 1-1/2" Dia.
Grab Bars - Mounting Height (Measured above the finished floor to grab bar centerline)	18" to 20"	20" to 25"
Grab Bar Length - Side Wall	42"	42"
Grab Bar Length - Rear Wall (If flush controls for flush valves are located in a position that conflicts with the location of the rear grab bar, then that grab bar may be split or, at water closets with a centerline placement below 15", a rear grab bar of 24" minimum on the open end)	33"	33"
Lavatories/Sinks - Height (Measured from counter surface no higher than 31" above the finished floor (a.f.f.))	31" Maximum	31" Maximum
Lavatories/Sinks - Apron and Knee Clearance	26" Minimum a.f.f.	26" Minimum a.f.f.
Mirror Height (Above Lavatories)	31" Maximum a.f.f.	31" Maximum a.f.f.
Mirrors should be mounted with the bottom edge of the reflection surface no higher than 34" a.f.f. or at the lowest mounting height permitted by fixtures and related elements.)		
Toilet Paper Dispenser Height	44 inches	44 to 47 inches
Sink Counter of Fountain (Located outside of Restroom) (Measure a.f.f. to water fountain spout height)	Spout 30" Max a.f.f.	Spout 30" Max a.f.f.

* The above accessibility standards for grades K-5 reflect Volusia County School requirements that the Children's Environment tables for ages 5 to 8 will prevail at the entry. School Level (Measuring criteria for ages 5-8 will prevail for ages 5-8 as well.)
 ** The middle and high school levels shall meet all accessibility criteria noted within Chapter 11, FBC-418.

DCA PLANS REVIEW

Builder: *Southwest Modular Mfg.*
 Project # *07051.15(2)* Date: *12-21-07*
 Reviewed by: *Billy Tyson, Sample*

Approved without comments
 Approved with comments

See approval letter dated: December 21, 2007

This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this review.

FLORIDA

2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
 2005 NATIONAL ELECTRIC CODE
 2004 FLORIDA FIRE PREVENTION CODE
 FACBC (LATEST EDITION) FBC CHAPTER 11
 FLORIDA ENERGY (LATEST EDITION)
 EFFICIENCY CODE 2004 FBC CHAPTER 13
 LABELS: HWC

William J. McCann, P.E.
 Consulting Engineer
 1428 Gulf to Bay Blvd Suite E
 Clearwater, FL 33755
 Florida, P.E. License #50252

W. McCann
DEC 11 2007

DATE:

PROJECT HISTORY
 REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
 SEM SERIAL # A/B
 07051.15
 MATERIAL SCHEDULE

Southeast Modular
 Manufacturing
 South Plant
 1340 U.S. HWY. 17 N.
 MAUCHUA, FLORIDA 33873

Southeast Modular
 Manufacturing
 Corporate Office
 2500 INDUSTRIAL STREET
 LEESBURG, FLORIDA 34748

DRAWN BY: RS
 CHECKED BY: WJM
 DATE: 10/2/07
 SCALE: 1/4" = 1'-0"
 MC# 07050
 CRA# 07051.15
 SHEET: 3
 OF 13 SHEETS

PROJECT HISTORY
REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
FLOOR PLAN

Southeast Modular
Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748
1340 U.S. HWY. 17 N.
WAUCHULA, FLORIDA 33873

DRAWN BY: RS
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4"=1'-0"
MC# 07050
CRA# 07051.15
SHEET: 4
OF 13 SHEETS

THIS FLOOR PLAN CAN BE USED AS MIRRORED IMAGE

* SEE X-BRACING LOCATION DETAIL SHEETS 7, 10 & 11

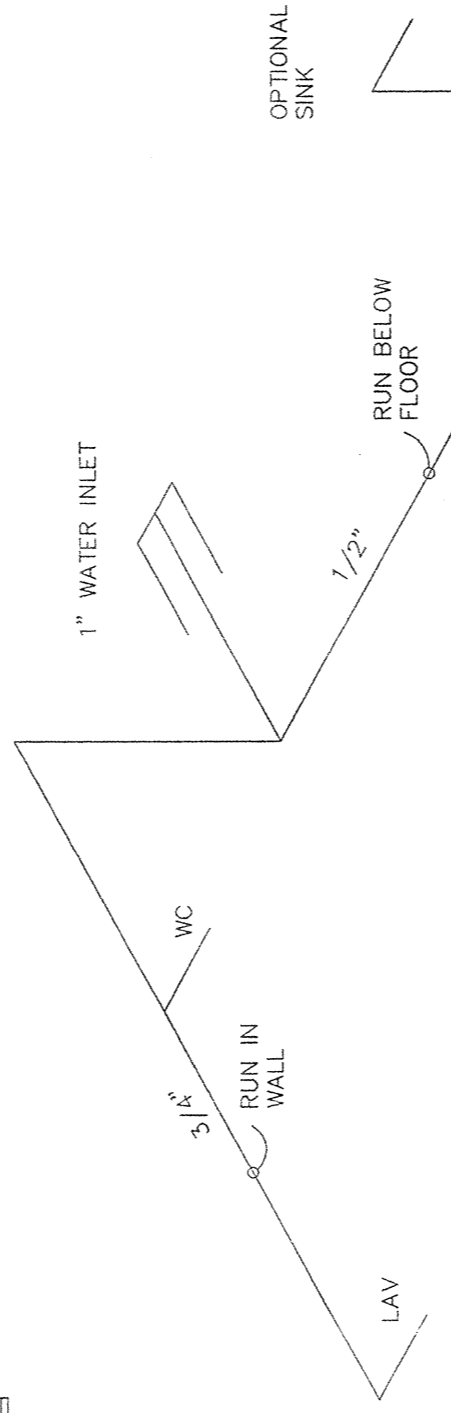
MOUNTING HEIGHTS:

WALL LIGHT SWITCH	45" A.F.F.
RECEPTACLE	18" A.F.F.
PORCH LIGHT	80" A.F.F.
FIRE EXTINGUISHER	54" (MAX.) A.F.F.
ALARM STROBE TO BOTTOM	80" A.F.F.
ALARM PULL	44" A.F.F.
ALARM HORN	80" A.F.F.
DEVICES WIRE & INST. BY OTHERS (SUPPLY BY OTHERS.)	
MARKER BOARD	26" A.F.F. PRE-KINDER/28" A.F.F. KINDER
TACK BOARD	26" A.F.F.
THERMOSTAT	45" A.F.F.

PLUMBING FIXTURES

BRAND: MASFIELD
LAV 1917C WALL HUNG
COMM. MODE 137 ADA HANDICAP
BAR SINK B-0305
FAUCET BY T&SB-0305
RESTROOM LAV FAUCET
RESTROOM LAV FAUCET BY ZURIN 86100.

All plumbing fixture may be replaced by an equal product or better.



DCA PLANS REVIEW

Builder: Southeast Modular Mfg.
Project # 07051.15 (e) Date: 12-21-07
Reviewed by: Billy Tyson, AMP/LE

Approved without comments
 Approved with comments

See approval letter dated December 21, 2007

FINISHED FLOOR

This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this code book.

ALL WATER LINES ARE 3/4" inch UNLESS NOTED W/ ALL STUB UPS 1/2" SUPPLY LINE SIZING IS BASED ON AN ASSUMED AVAILABLE PRESSURE OF 46-60 PSI AT MAIN INLET AND SHALL BE VERIFIED PRIOR TO INSTALLATION.

Florida

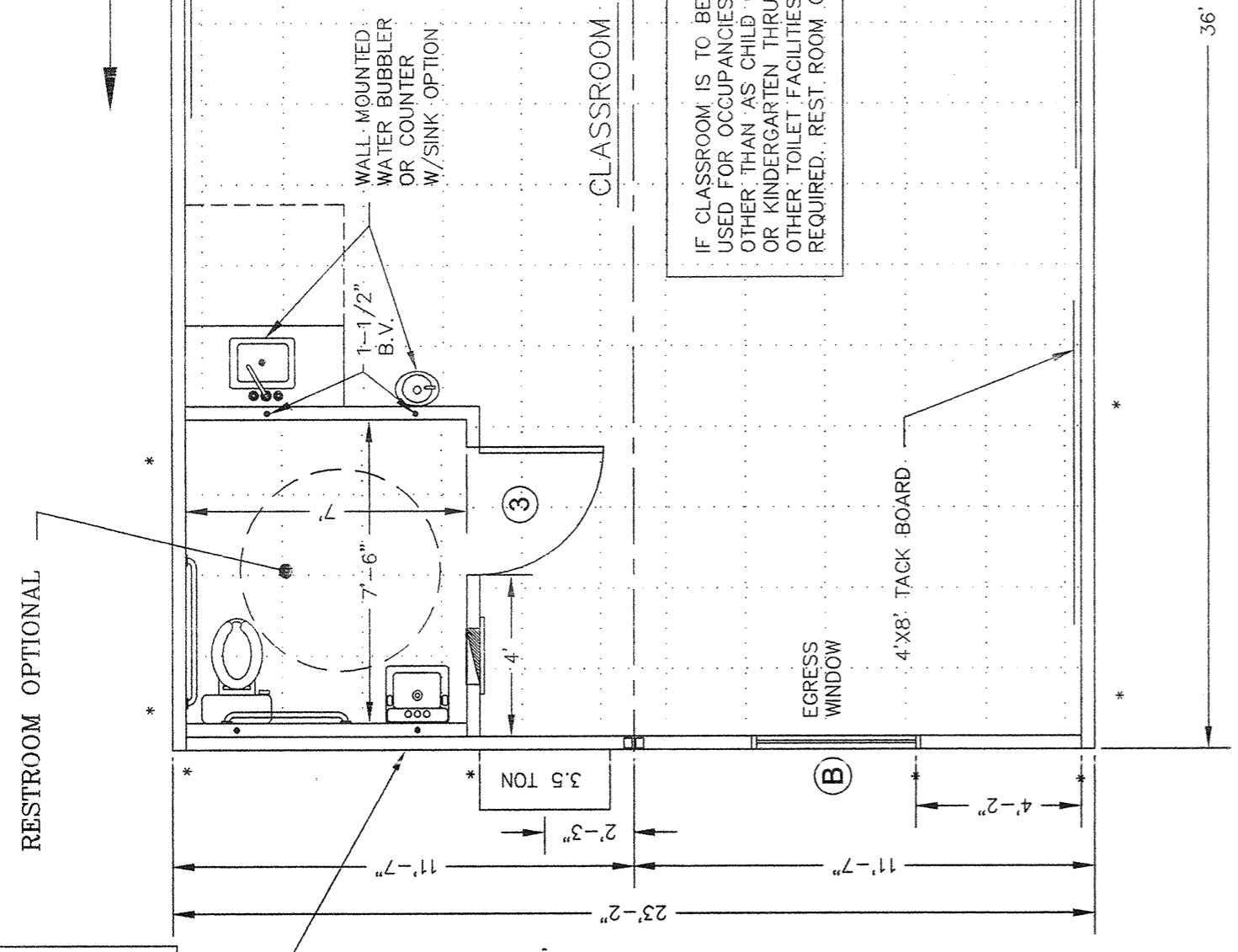
William J. McCann, P.E.
Consulting Engineer
1428 Gulf to Bay Blvd, Suite E
Clearwater, FL 33755
Florida P.E. License #50252

2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
2005 NATIONAL ELECTRIC CODE
2004 FLORIDA FIRE PREVENTION CODE
FACBC (LATEST EDITION) FBC CHAPTER 11
FLORIDA ENERGY (LATEST EDITION)
EFFICIENCY CODE 2004 FBC CHAPTER 13
LABELS: HMC

DEC 11 2007

NOTE: ALL WINDOW AND DOOR HEADER HEIGHT SHALL BE THE SAME. 80" AFF

ROOF SLOPE



OUTSIDE AIR INTAKE SHALL BE LOCATED TO AVOID DRAWING IN COMBUSTIBLE MATERIAL OR FLAMMABLE VAPOR AND TO MINIMIZE THE HAZARD FROM FIRES

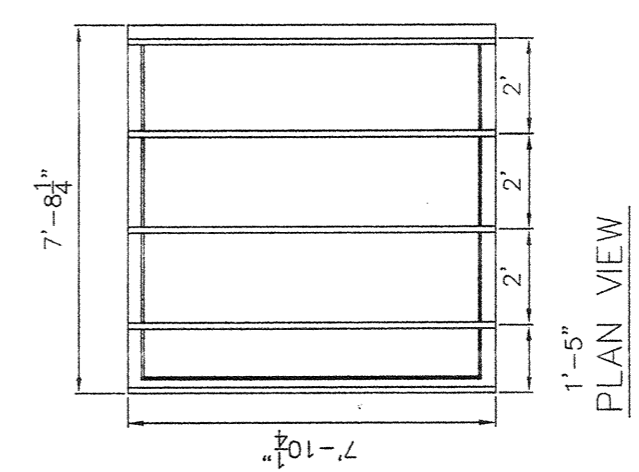
WATER SUPPLY AT TOILET ROOM LAVATORIES SHALL BE CONTROLLED BY DELAYED CLOSING VALVES.

A 10'-0" DISTANCE IS REQUIRED BETWEEN AIR INTAKE AND EXHAUST LOCATION PER CHAPTER 4, SECTION 401.5 FMC 2004

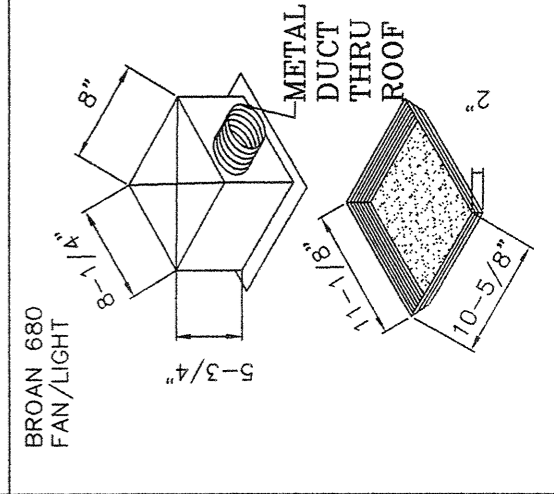
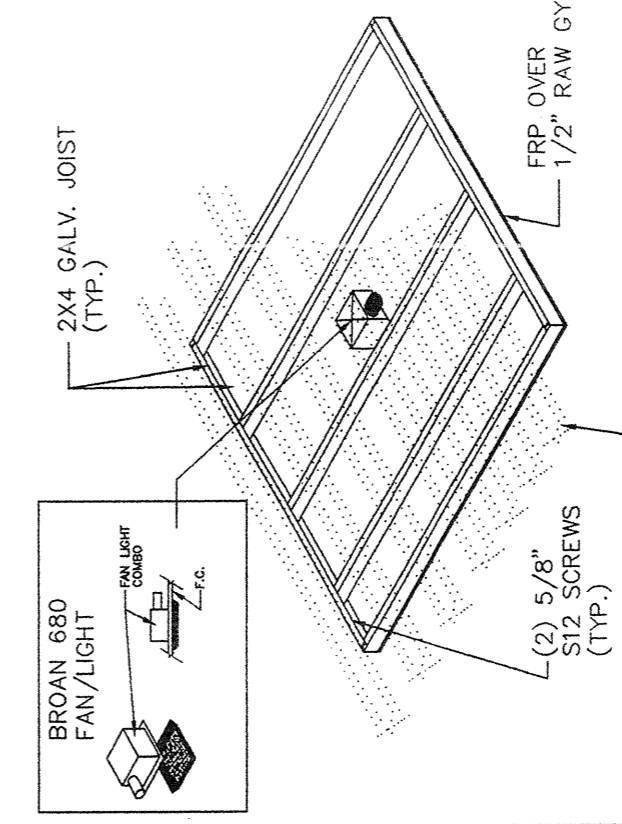
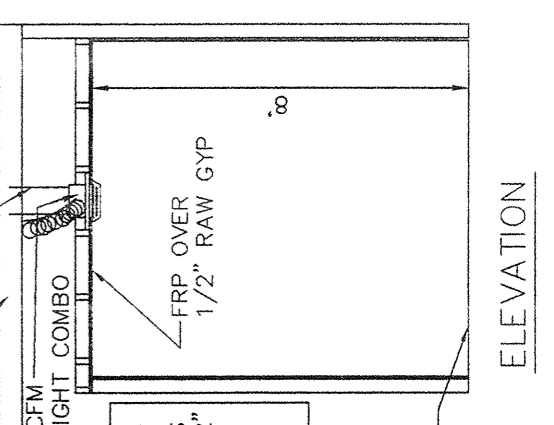
FLOOR PLAN
SCALE: 1/4" = 1'-0"

ALL VENT PIPING SHALL BE SCH. 40 PVC 3" vtr

OPTIONAL HARD CEILING IN RESTROOM



NOTE: FASTEN RAW GYP W/ DRY WALL SCREWS, 6" O.C. EDGE AND 12" (100% GLUE FRP TO 1/2" RAW GYP.)



NOTE:

1. LINES ARE STUBBED DOWN THRU FLOOR. CONNECTIONS BELOW MODULAR AND INSTALLED BY OTHERS. FC= FIELD CONNECTION. Ø = SHUT OFF VALVE. COLD
2. SUPPLY PIPING TO BE TYPE CPVC
3. P.V.C. WASTE PIPING

WHERE WATER PRESSURE WITHIN A BUILDING EXCEEDS 80 PSI, AN APPROVED WATER PRESSURE REDUCING VALVE CONFORMING TO ASSE 1003 WITH STRAINER SHALL BE INSTALLED.

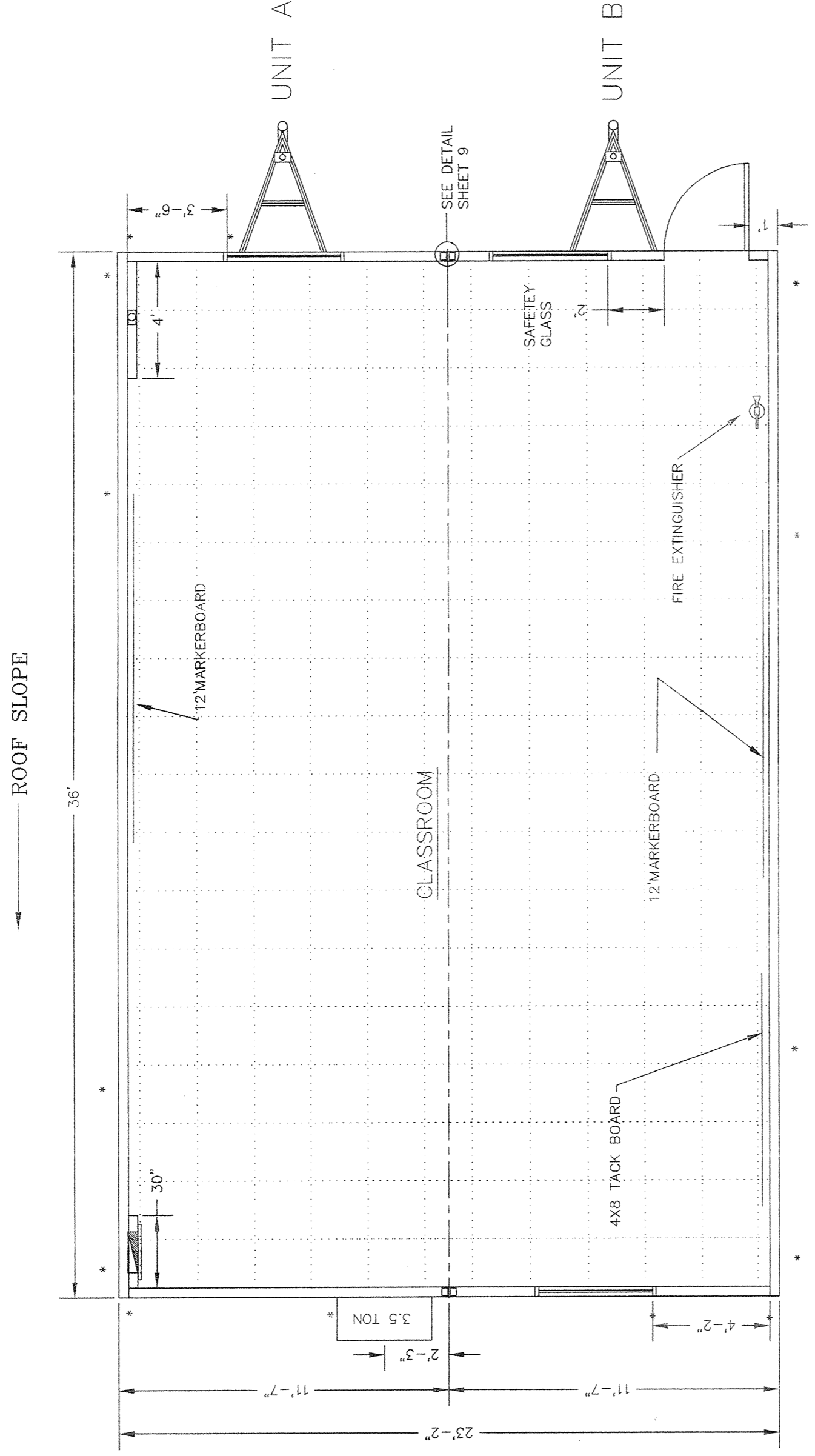
F.P.C. PLUMBING 604.8
NEW POTABLE WATER SYSTEMS SHALL BE PURGED OF DELETERIOUS MATERIALS AND BE DISINFECTED PRIOR TO UTILIZATION.
F.P.C. PLUMBING 610.

PROJECT HISTORY
REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
FLOOR PLAN - NO BATH

Southeast Modular
Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748
1340 U.S. HWY. 17 N.
WAUCHULA, FLORIDA 33873

Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748
DRAWN BY: RS
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4" = 1'-0"
CRA# 07050
CRA# 07051.15
SHEET: 4A
OF 13 SHEETS



NOTE:
ALL WINDOW AND DOOR HEADER HEIGHT
SHALL BE THE SAME, 80" AFF

FLOOR PLAN
SCALE: 1/4" = 1'-0"

DCA PLANS REVIEW
Builder: Southeast Modular Mfg.
Project # 07051.15 Date: 12/21/07
Reviewed by: Billy Taylor, CMP 46
 Approved without comments
 Approved with comments
See approval letter dated December 21, 2007
This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this approval.

OUTSIDE AIR INTAKE SHALL BE LOCATED TO AVOID DRAWING IN COMBUSTIBLE MATERIAL OR FLAMMABLE VAPOR AND TO MINIMIZE THE HAZARD FROM FIRES

A 10'-0" DISTANCE IS REQUIRED BETWEEN AIR INTAKE AND EXHAUST LOCATION PER CHAPTER 4, SECTION 401.5 FMC 2004

* SEE X-BRACING LOCATION DETAIL SHEETS 7, 10 & 11

MOUNTING HEIGHTS:

WALL LIGHT SWITCH	45" A.F.F.
RECEPTACLE	18" A.F.F.
PORCH LIGHT	80" A.F.F.
FIRE EXTINGUISHER	54" (MAX.) A.F.F.
ALARM STROBE TO BOTTOM	80" A.F.F.
ALARM PULL	44" A.F.F.
ALARM HORN	80" A.F.F.
MARKER BOARD	26" A.F.F.
TACK BOARD	26" A.F.F.
THERMOSTAT	45" A.F.F.
PRE-KINDER/28" A.F.F. KINDER	

FLORIDA
2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
2005 NATIONAL ELECTRIC CODE
2004 FLORIDA FIRE PREVENTION CODE
FACBC (LATEST EDITION) FBC CHAPTER 11
FLORIDA ENERGY CODE 2004 FBC CHAPTER 13
LABELS: HWC

William J. McCann, P.E.
Consulting Engineer
1428 Gulf to Bay Blvd, Suite E
Clearwater, FL 33755
Florida, P.E. License #50252
DATE: DEC 11 2007

PROJECT HISTORY
REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
HVAC PLAN

South East Modular
Manufacturing
South Plant
1340 U.S. HWY. 17 N.
MAUCHUA, FLORIDA 33783

South East Modular
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748
DRAWN BY: ES
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4" = 1'-0"
MC# 07050
CRA# 07051.15
SHEET: 5
OF 13 SHEETS

DESIGN CONDITIONS - FL.

	OUTDOOR	INDOOR
SUMMER DB/WB	93°/77°	76°
WINTER DB	38°	72°
RELATIVE HUMIDITY		50%

BATHROOM FAN SCHEDULE

MANUF.	CFM	DUCT NOTES
BROAN	100	VENT TO OUTSIDE VIA 4" FLEX DUCT

D.A. TABLE -(ASHREA 62-1999)

- 30 STUDENTS @ 15 CFM = 450 CFM
- PROVIDE CONSTANT VENTILATION DURING OCCUPIED TIMES

UNIT SCHEDULE

MANF.	MANF. #	CFM	O.A. CFM
BARD	WA422D-A10RX4XX	1400 @ .3ESP	450 CFM

NOTES: #1 PROVIDE AUTO CHANGEOVER 7 DAY PROGRAMMABLE T-STAT W/ VENTILATION CONTACTS. VENTILATION NOT TO BE RUN DURING UNOCCUPIED TIMES. T-STAT MUST HAVE PRE CONDITIONING FEATURE. BASIS OF DESIGN ROBERT SHAW M#300-229. PROVIDE HUMIDISTAT TO ENERGIZE HOT-GAS & RE-HEAT COIL IN A/C FOR DE HUMIDIFICATION. LOCKING COVER FOR CONTROLS REQUIRED.

#2 UNIT PROVIDED WITH ENERGY RECOVERY VENTILATOR PROVIDING 450 CFM OF FRESH AIR DURING OCCUPIED TIMES

#3 HOT GAS REHEAT PROVIDED IN UNIT FOR HUMIDITY CONTROL DURING OFF-PEAK & HIGH HUMIDITY TIMES OF VENTILATION.

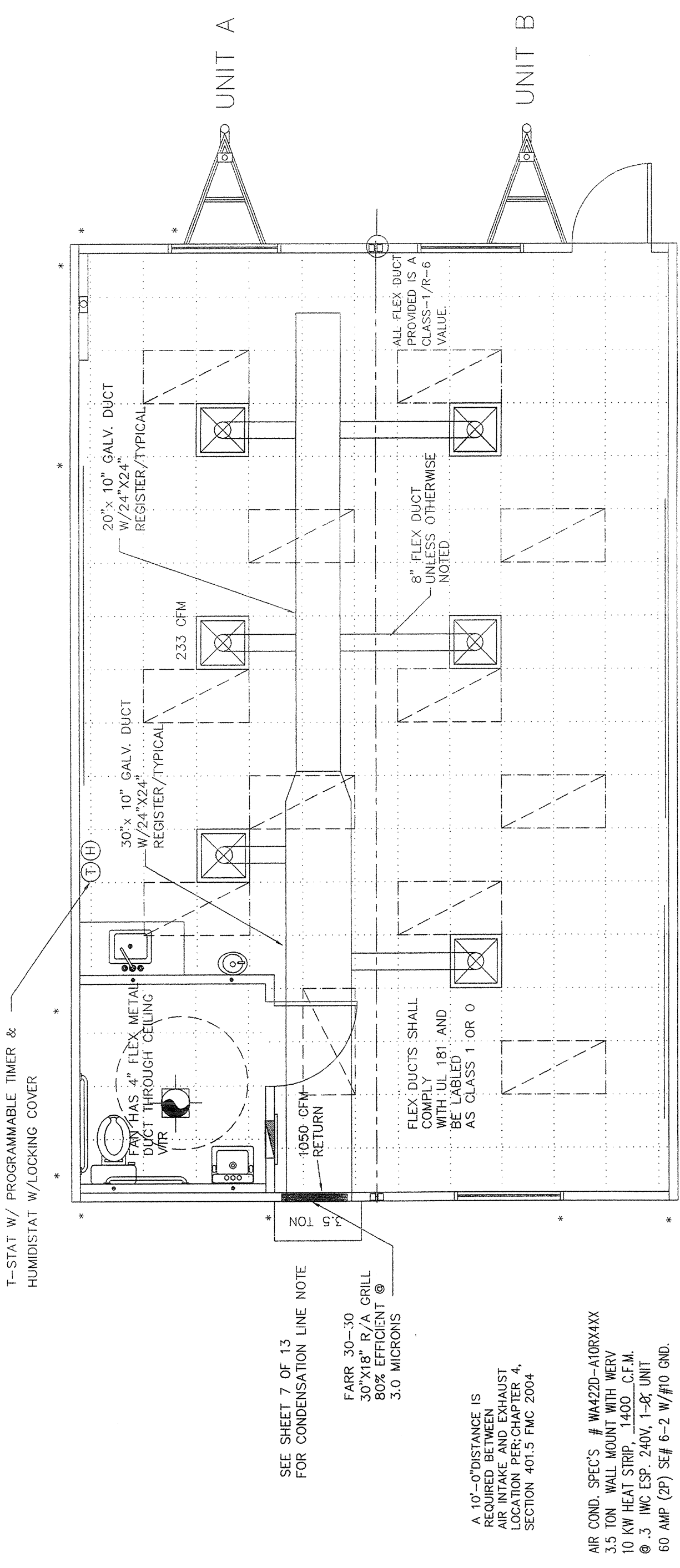
DCA PLANS REVIEW
Builder: *South East Modular - Mfg.*
Project # *07051.15(c)* Date: *12-29-07*
Reviewed by: *Billy Speer, SMP/llc*
 Approved without comments
 Approved with comments
See approval letter dated: December 24, 2007
The approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this review.

MECHANICAL NOTES:

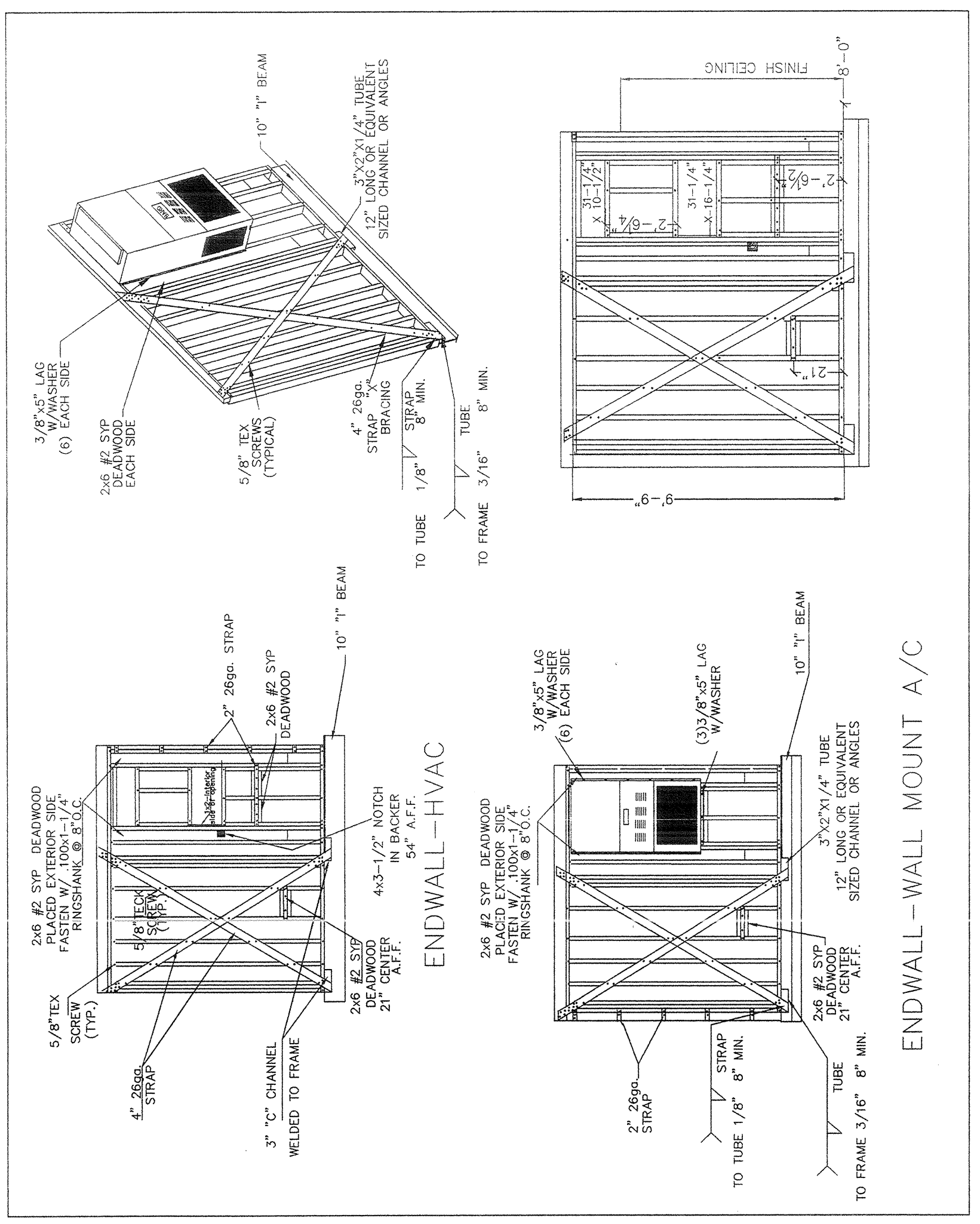
- H.V.A.C. EQUIPMENT SHALL BE U.L. LISTED. CONDENSATION PIPE FROM HVAC UNIT TO GRADE SHALL BE SITE INSTALLED. TIME SWITCH, PROGRAMMABLE TIME CLOCK, OR EQUAL SHALL BE INSTALLED ON HVAC FOR ENERGY CONSERVATION. HVAC UNIT SHALL HAVE A MINIMUM SEER RATING OF 9.7 (SGL. PACKAGE).
- INTERIOR DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR RETURN AIR.
- HVAC UNITS SHALL HAVE FRESH AIR INTAKE CAPABLE OF PROVIDING 15 CFM OF OUTSIDE AIR PER OCCUPANT. INSTALLED IN ACCORDANCE WITH NFPA 90B.
- RESTROOM VENT FANS SHALL BE CONNECTED TO THE ROOM LIGHT FIXTURE SWITCH AND SHALL CONTINUE TO OPERATE BY A BUILT IN AUTOMATIC TIMER FOR MINIMUM OF FIVE MINUTES AFTER LIGHT HAS BEEN TURNED OFF.
- HVAC UNIT BLOWERS SHALL OPERATE CONTINUOUSLY DURING HOURS OF OCCUPANCY.
- INSULATED DUCTS FOR CONDITIONED AIR SHALL HAVE A VAPOR BARRIER ON THE WARM SIDE OF THE DUCT.
- HVAC EQUIPMENT HAS BEEN DESIGNED FOR MAXIMUM OCCUPANT LOAD OF 30 PERSONS.
- OUTSIDE AND INSIDE WET AND DRY BULB DESIGN MUST COMPLY WITH WEATHER CONDITIONS

William J. McCann, P.E.
Consulting Engineer
1428 Gulf to Bay Blvd Suite E
Clearwater Fl. 33755
Florida P.E. License #50252
DATE: **DEC 1 2007**

FLORIDA
2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
2005 NATIONAL ELECTRIC CODE
2004 FLORIDA FIRE PREVENTION CODE
FACBC (LATEST EDITION) FBC CHAPTER 11
FLORIDA ENERGY (LATEST EDITION)
EFFICIENCY CODE 2004 FBC CHAPTER 13
LABELS: HWC



H.V.A.C. PLAN
SCALE: 1/4" = 1'-0"

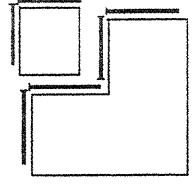


PROJECT HISTORY
REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
HVAC PLAN - NO BATH

Southeast Modular
Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748
1340 U.S. HWY. 17 N.
MAUCHUA, FLORIDA 33873

Southeast Modular
Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748



DRAWN BY: ES
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4" = 1'-0"
MC# 07050
CRA# 07051.15
SHEET: 5A
OF 13 SHEETS

DESIGN CONDITIONS - FL.

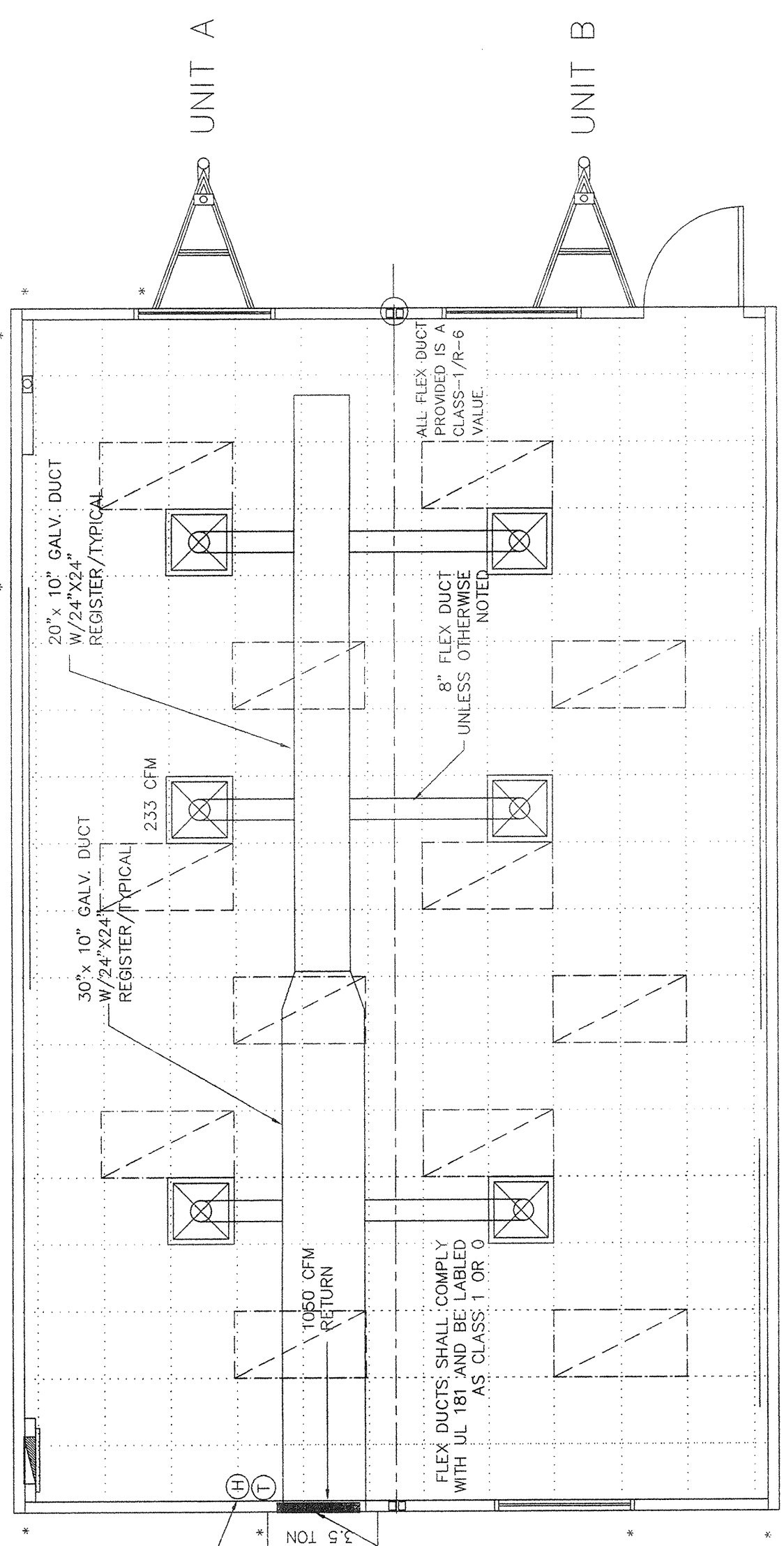
	OUTDOOR	INDOOR
SUMMER DB/WB	93°/77°	76°
WINTER DB	38°	72°
RELATIVE HUMIDITY		50%

D.A. TABLE -(ASHREA 62-1989)
1) 30 STUDENTS @ 15 CFM = 450 CFM
2) PROVIDE CONSTANT VENTILATION DURING OCCUPIED TIMES

UNIT SCHEDULE

MANF. #	MANF. #	CFM	O.A. CFM
BARD WA422D-A10RX4XX	1400 @ .3ESP	450	450

NOTES: #1 PROVIDE AUTO CHANGEOVER 7 DAY PROGRAMABLE T-STAT W/ VENTILATION CONTACTS. VENTILATION NOT TO BE RUN DURING UNOCCUPIED TIMES. T-STAT MUST HAVE PRE-CONDITIONING FEATURE. BASIS OF DESIGN: ROBERT SHAW M#300-229. PROVIDE HUMIDISTAT TO ENERGIZE HOT-GAS & RE-HEAT COIL IN A/C FOR DE-HUMIDIFICATION. LOCKING COVER FOR CONTROLS REQUIRED.
#2 UNIT PROVIDED WITH ENERGY RECOVERY VENTILATOR PROVIDING 450 CFM OF FRESH AIR DURING UNOCCUPIED TIMES
#3 HOT GAS REHEAT PROVIDED IN UNIT FOR HUMIDITY CONTROL DURING OFF-PEAK & HIGH HUMIDITY TIMES OF VENTILATION.



H.V.A.C. PLAN
SCALE: 1/4" = 1'-0"

DCA PLANS REVIEW

Builder: *Southeast Modular Mfg.*
Project # *07051.15(2)* Date: *12-29-07*
Reviewed by: *Billy Gray, Smp46*

Approved without comments
 Approved with comments

See approval letter dated: *December 21, 2007*

This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in this review.

- MECHANICAL NOTES:
- H.V.A.C. EQUIPMENT SHALL BE U.L. LISTED. CONDENSATION PIPE FROM HVAC UNIT TO GRADE SHALL BE SITE INSTALLED. TIME SWITCH, PROGRAMMABLE TIME CLOCK, OR EQUAL SHALL BE INSTALLED ON HVAC FOR ENERGY CONSERVATION. HVAC UNIT SHALL HAVE A MINIMUM SEER RATING OF 9.7 (SGL. PACKAGE).
 - INTERIOR DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR RETURN AIR.
 - HVAC UNITS SHALL HAVE FRESH AIR INTAKE CAPABLE OF PROVIDING 15 CFM OF OUTSIDE AIR PER OCCUPANT. INSTALLED IN ACCORDANCE WITH NFPA 90B.
 - RESTROOM VENT FANS SHALL BE CONNECTED TO THE ROOM LIGHT FIXTURE SWITCH AND SHALL CONTINUE TO OPERATE BY A BUILT IN AUTOMATIC TIMER FOR MINIMUM OF FIVE MINUTES AFTER LIGHT HAS BEEN TURNED OFF.
 - HVAC UNIT BLOWERS SHALL OPERATE CONTINUOUSLY DURING HOURS OF OCCUPANCY.
 - INSULATED DUCTS FOR CONDITIONED AIR SHALL HAVE A VAPOR BARRIER ON THE WARM SIDE OF THE DUCT.
 - HVAC EQUIPMENT HAS BEEN DESIGNED FOR MAXIMUM OCCUPANT LOAD OF 30 PERSONS.
 - OUTSIDE AND INSIDE WET AND DRY BULB DESIGN MUST COMPLY WITH WEATHER CONDITIONS

T-STAT W/ PROGRAMMABLE TIMER & HUMIDISTAT W/ LOCKING COVER
SEE SHEET 7 OF 13 FOR CONDENSATION LINE. NOTE
FARR 30-30 30"X18" R/A GRILL 80% EFFICIENT @ 3.0 MICRONS
A 10'-0" DISTANCE IS REQUIRED BETWEEN AIR INTAKE AND EXHAUST LOCATION PER CHAPTER 4, SECTION 401.5 FMC 2004
AIR COND. SPEC'S # WA422D-A10RX4XX
3.5 TON WALL MOUNT WITH WERV
10 KW HEAT STRIP, 1400 C.F.M.
@ .3 INC ESP, 240V, 1-Ø UNIT
60 AMP (2P) SE# 6-2 W/ #10 GND.

FLORIDA
2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
2005 NATIONAL ELECTRIC CODE
2004 FLORIDA FIRE PREVENTION CODE
FACBC (LATEST EDITION) FBC CHAPTER 11
FLORIDA ENERGY (LATEST EDITION)
EFFICIENCY CODE 2004 FBC CHAPTER 13
LABELS: HWC

William J. McCann, P.E.
Consulting Engineer
1428 Gulf to Bay Blvd, Suite E
Clearwater, FL 33755
Florida P.E. License #50252

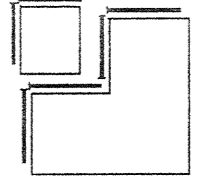
DEC 1 2007

PROJECT HISTORY
REVISED 11-26-07

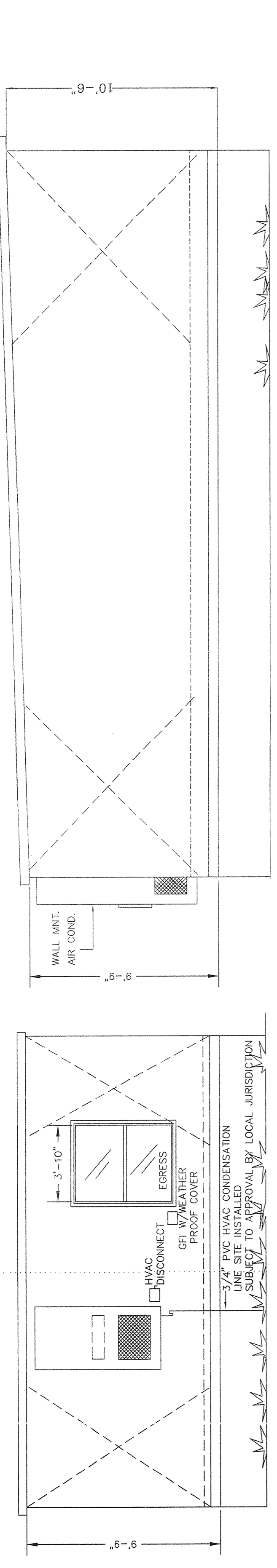
CLASSROOM TYPE II-B 24'x36'
SEM SERIAL # A/B
07051.15
ELEVATION PLAN

Southeast Modular Manufacturing
South Plant
1340 U.S. HWY. 17 N.
MAUCHULA, FLORIDA 33873

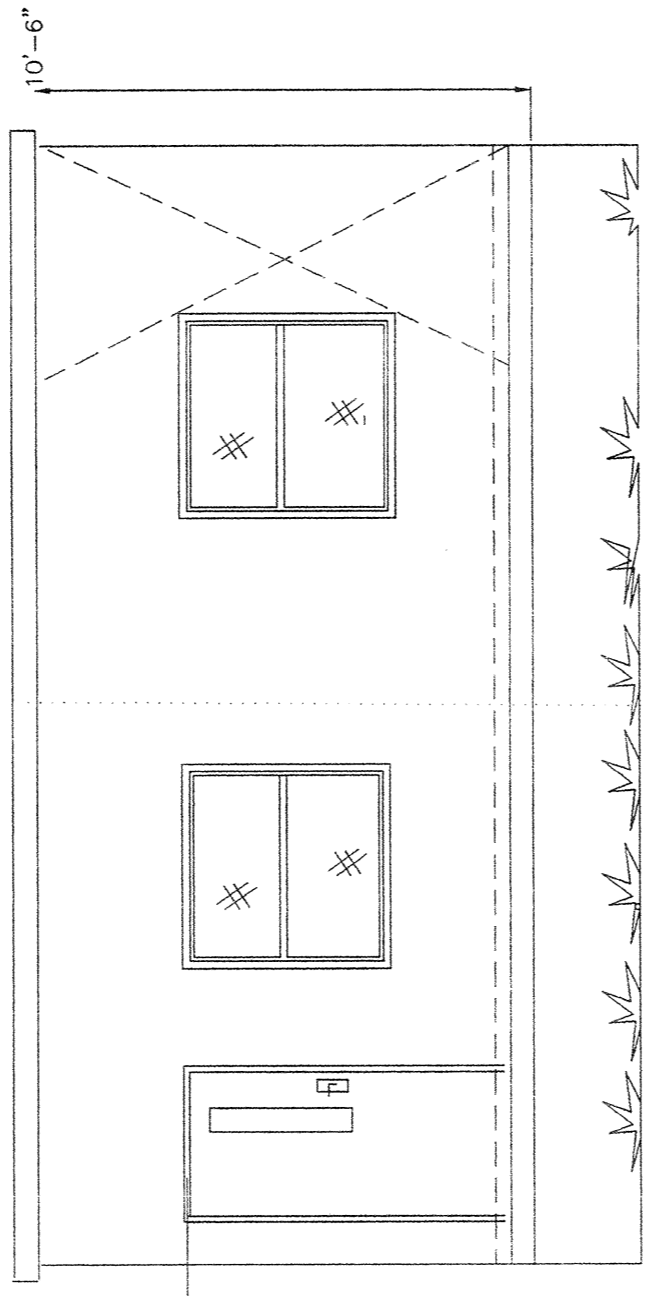
Southeast Modular Manufacturing
Corporate Office
2500 INDUSTRIAL STREET
LEESBURG, FLORIDA 34748



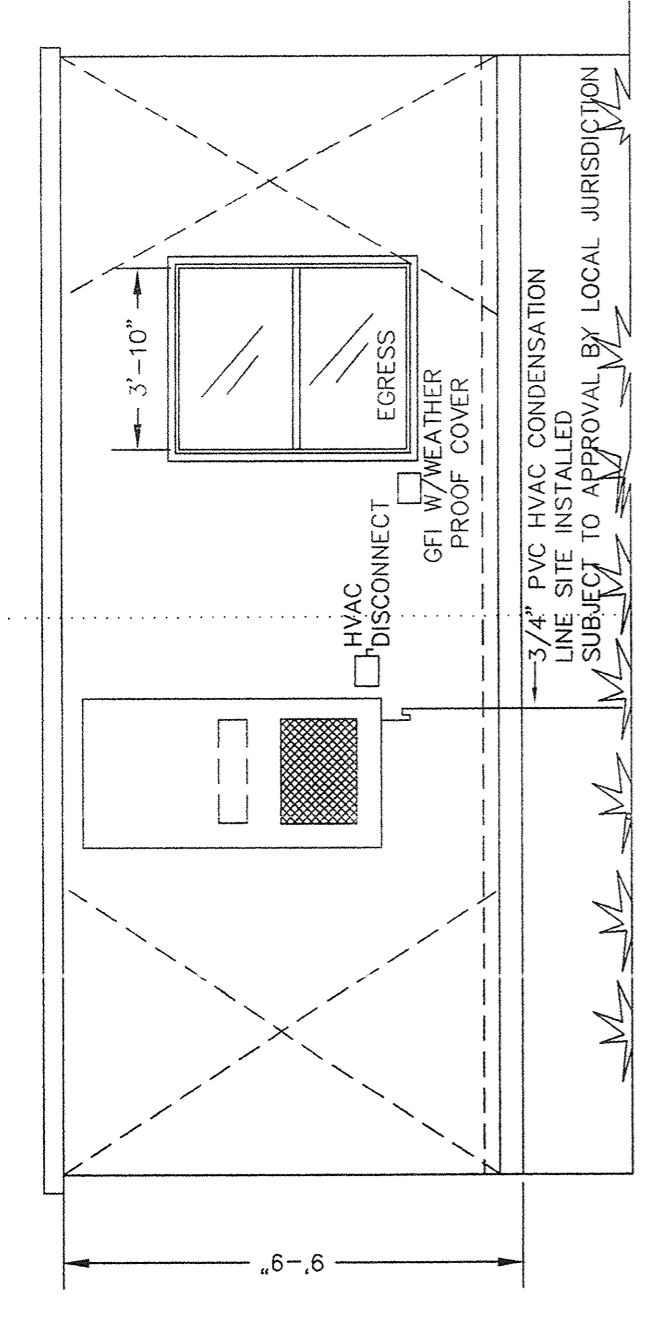
DRAWN BY: ES
CHECKED BY: WJM
DATE: 10/2/07
SCALE: 1/4" = 1'-0"
MC# 07050
CRA# 07051.15
SHEET: 7
OF 13 SHEETS



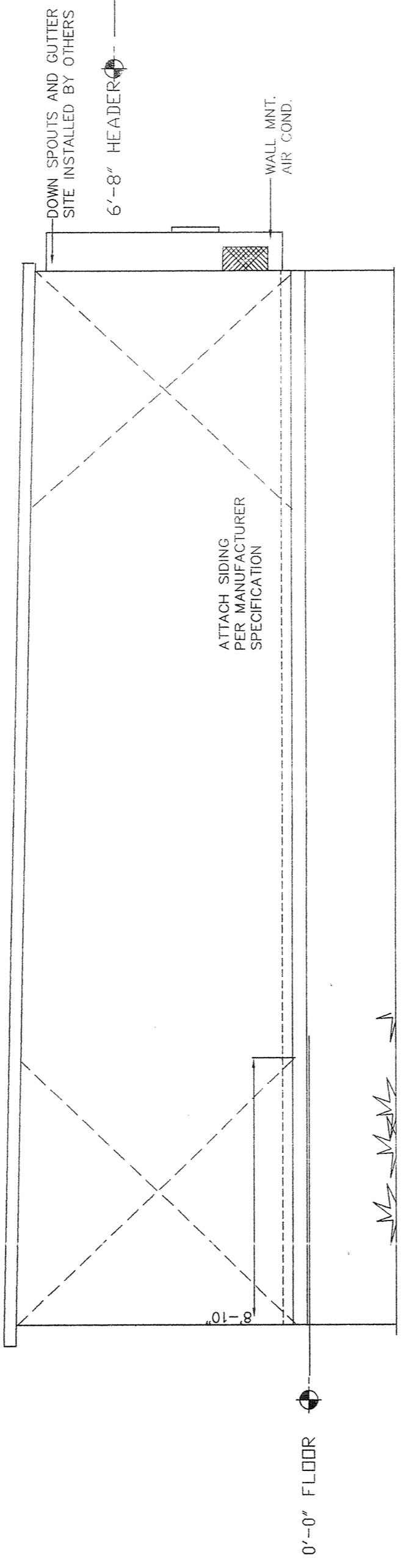
2 LEFT ELEVATION
1/4" = 1'-0"



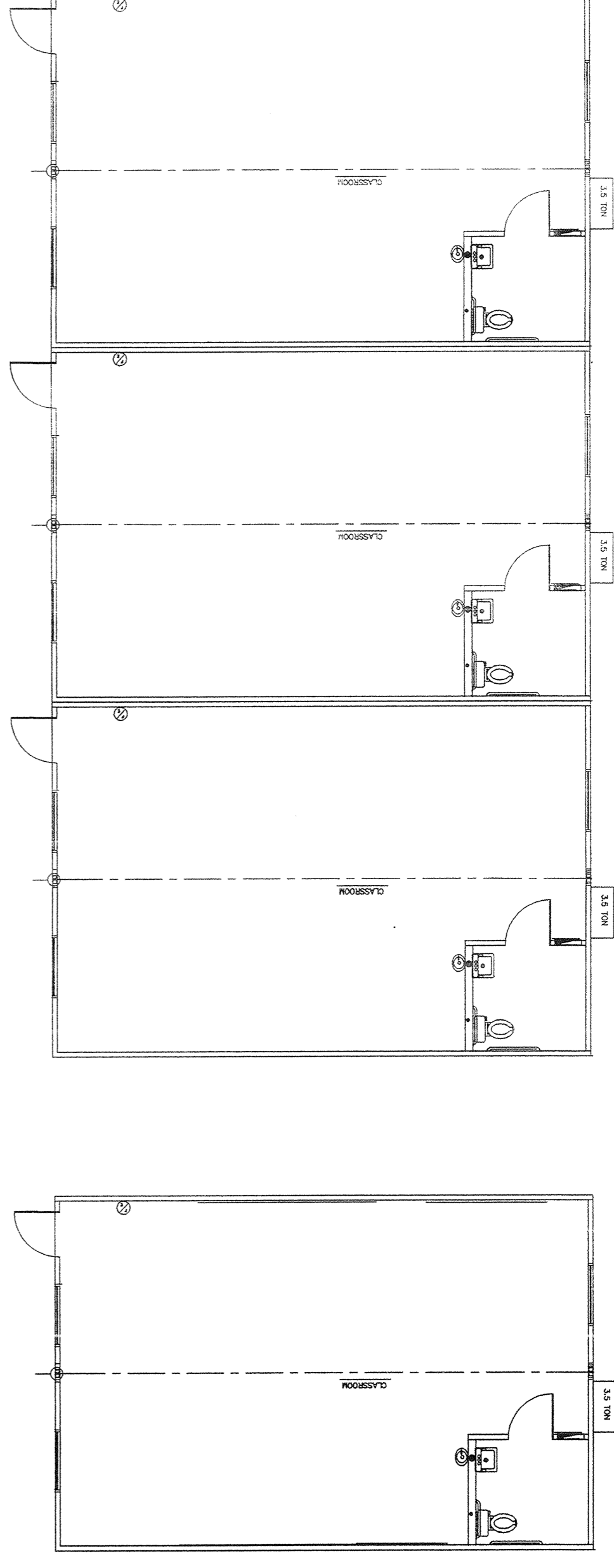
4 FRONT ELEVATION
1/4" = 1'-0"



1 REAR ELEVATION
1/4" = 1'-0"



3 RIGHT ELEVATION
1/4" = 1'-0"



KEY PLAN N.T.S.

UNITS CAN BE STAND ALONE OR PLACED TOGETHER UP TO 10,000 SQ.FT. SUBJECT TO LOCAL JURISDICTION AND APPROVAL

DCA PLANS REVIEW
 Builder: Southeast Modular Mfg.
 Project # 07051.15(2) Date: 12-21-07
 Reviewed by: Billy Troy, SMP 46
 Approved without comments
 Approved with comments
 See approval letter dated: December 21, 2007
 This approval in no way alleviates the builder from complying with all applicable current codes, which may not be identified in these drawings.

Florida
 2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA MECHANICAL CODE W/05/06/07 SUPPLEMENTS
 2005 NATIONAL ELECTRIC CODE
 2004 FLORIDA FIRE PREVENTION CODE
 FACBC (LATEST EDITION) FBC CHAPTER 11
 FLORIDA ENERGY (LATEST EDITION)
 EFFICIENCY CODE 2004 FBC CHAPTER 13
 LABELS: HWC

William J. McCarrin, P.E.
 Consulting Engineer
 1428 Gulf to Bay Blvd., Suite E
 Clearwater, FL 33755
 Florida, P.E., License#50252
 DEC 11 2007
 DATE:

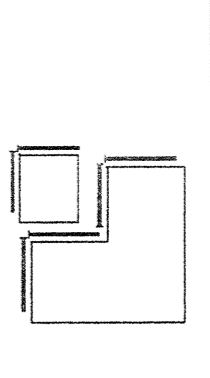
- ELEVATION NOTES:
- SEE CROSS SECTION FOR METHOD OF ROOF VENTILATION. (ACCESSIBILITY) RAMPS(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL SCHOOL DISTRICT JURISDICTION.
 - FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/50TH OF THE FLOOR AREA, AND AN 18"x24" MINIMUM CRAWL SPACE ACCESS, SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL SCHOOL DISTRICT JURISDICTION.

PROJECT HISTORY
 REVISED 11-26-07

CLASSROOM TYPE II-B 24'x36'
 SEM SERIAL # A/B
 07051.15
 BUILDING SECTIONS

Southeast Modular
 Manufacturing
 South Plant
 1340 U.S. HWY. 17 N.
 MAUCHUA, FLORIDA 33873

Southeast Modular
 Manufacturing
 Corporate Office
 2500 INDUSTRIAL STREET
 LEESBURG, FLORIDA 34748



DRAWN BY: RS
 CHECKED BY: WJM
 DATE: 10/2/07
 SCALE: 1/4" = 1'-0"
 MC# 07050
 CRA# 07051.15
 SHEET: 8
 OF 13 SHEETS

GENERAL CROSS-SECTION NOTES

- UNLESS OTHERWISE SPECIFIED ALL STEEL MUST COMPLY WITH ASTM A36, YIELD STRENGTH = 36 KSI
- SEE FOUNDATION PLAN FOR PIER LOCATIONS, ORIENTATIONS, AND SPECIFICATIONS.
- STEEL STUD AND ROOF JOIST MINIMUM YIELD STRENGTH=33KSI, STEEL RUNNER MINIMUM YIELD STRENGTH = 33 KSI, FLOOR JOIST MINIMUM YIELD STRENGTH = 50 KSI.
- ALL FORMED STEEL SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

CONTINUOUS 1 1/2"x16 GA. U -CHANNEL WITH (2)-5/8"S-12 SCREWS INTO EACH RAFTER. LOCATED AT 1/3 POINTS. SCREW CHANNEL TO GABLE WALL STUDS AT EA. END OF BUILDING.

EPDM ROOF COVERING INSTALLED OVER 1/4" DENNS COVER OVER STEEL DECK S A CLASS A ROOF MAT. THAT HAS BEEN TESTED AND PASSED UPLIFT LOADS OF SITE PER ASCE 7-98; AND REQUIRE AN INSPECTION WITHIN ONE YEAR BY THE ROOF MANUFACTURER

SEE DETAIL 20F 8

EXTERIOR WALL SEE MATERIAL SCHEDULE.

SIDEWALL & ENDWALL : BRACING INSTALLATION:

EXTERIOR WALL STRUCTURAL BRACING-INSTALL STEEL X- BRACING ON EACH SIDE WALL OF EACH MODULE AND AS CLOSE AS POSSIBLE TO EACH BUILDING CORNER ON SIDEWALLS. (3) 16GA STUDS @ EACH STRAP DIAGONAL (SEE FLOOR PLAN FOR ACTUAL LOCATION)

5/8" TYPE "X" FASTENED WITH #12 TEK HEAD, LOW PROFILE HEAD SCREWS 6" O.C. ON EDGE & 10" O.C. IN THE FIELD.

(BOTTOM PLATE TO FLOOR CONNECTION)

1.5" HILTI FASTENER INTO PERIMETER STEEL I BEAM @ 16" OC (DNI-57-P8) AROUND ENTIRE PERIMETER

FLOOR JOIST SEE MATERIAL SCHEDULE.

FILL WITH 3M UL FIRE LISTED BARRIER WRAP

ROOF JOIST SEE MAT. SCHEDULE

INSULATION RETAINED W/ NYLON NETTING SEE MAT. SCHEDULE

CEILING SEE MAT. SCHED.

EXT. INSULATION SEE MAT. SCHED.

TOP RUNNER SEE MAT. SCHED.

20 GA ROOF RAFTER @ 16" OC. TYP.

5/8" S-12 SCREWS FASTENED WITH (2) TOP AND BOTTOM OF EACH RAFTER

OR 1.5" X1/8" WELD

3 5/8" 18GA. TRACK TOP TO RAFTER FASTENED TO RAFTER WITH (2) S-12SCREWS FROM TOP RUNNER INTO RAFTER

SIMPSON S/H-2.5 OR EQUAL HURRICANE CLIP FROM WALL STUD TO RAFTER @24" O.C. INSTALLED PER MANUFACTURER'S SPECIFICATIONS. (TYPICAL SIDE WALLS & END WALLS).

20 GA RIM TRACK (RUNNER) FASTENED WITH (2) 5/8" S-12 SCREWS

TO RAFTER WITH (2) S-12SCREWS FROM TOP RUNNER INTO RAFTER

INSULATION RETAINED W/ NYLON NETTING SEE MAT. SCHEDULE

CEILING SEE MAT. SCHED.

ROOF JOIST SEE MAT. SCHEDULE

ROOF SHEETING SEE MAT. SCHED.

2 SIDE WALL DETAIL

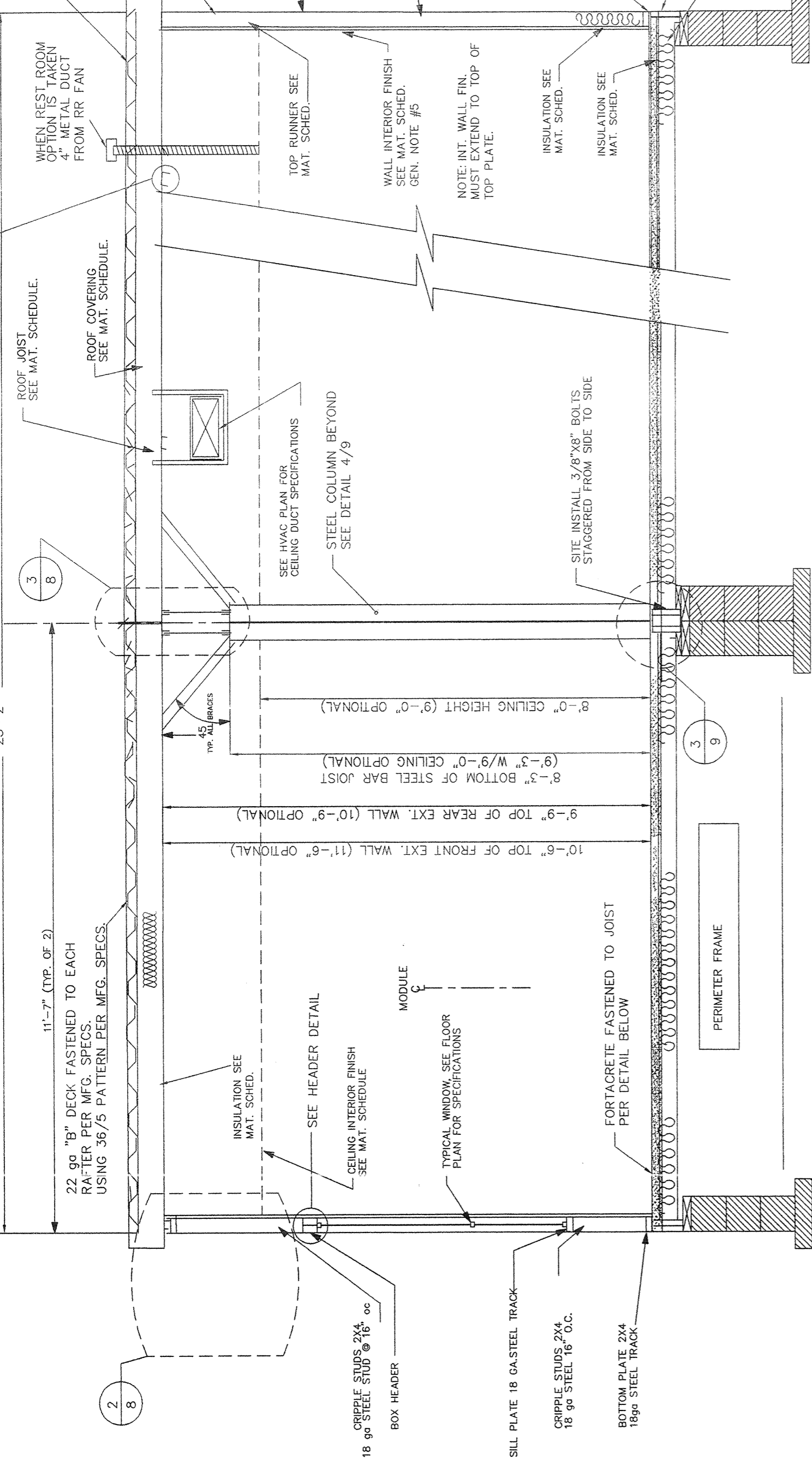
SIMPSON S/H-2.5 OR EQUAL HURRICANE CLIP FROM WALL STUD TO RAFTER @24" O.C. INSTALLED PER MANUFACTURER'S SPECIFICATIONS. (TYPICAL SIDE WALLS & END WALLS).

William J. McCann, P.E.
 Consulting Engineer
 1428 Gulf to Bay Blvd Suite E
 Clearwater Fl, 33755
 Florida P.E. License#59025Z

DEC 1 2007

DATE:

FLORIDA
 2004 FLORIDA BUILDING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA PLUMBING CODE W/05/06/07 SUPPLEMENTS
 2004 FLORIDA GAS CODE W/05/06/07 SUPPLEMENTS
 2005 NATIONAL MECHANICAL CODE W/05/06/07 SUPPLEMENTS
 2005 NATIONAL ELECTRIC CODE
 2004 FLORIDA FIRE PREVENTION CODE
 FABFC (LATEST EDITION) FBC CHAPTER 11
 FLORIDA ENERGY (LATEST EDITION)
 EFFICIENCY CODE 2004 FBC CHAPTER 13
 LABELS: HMC



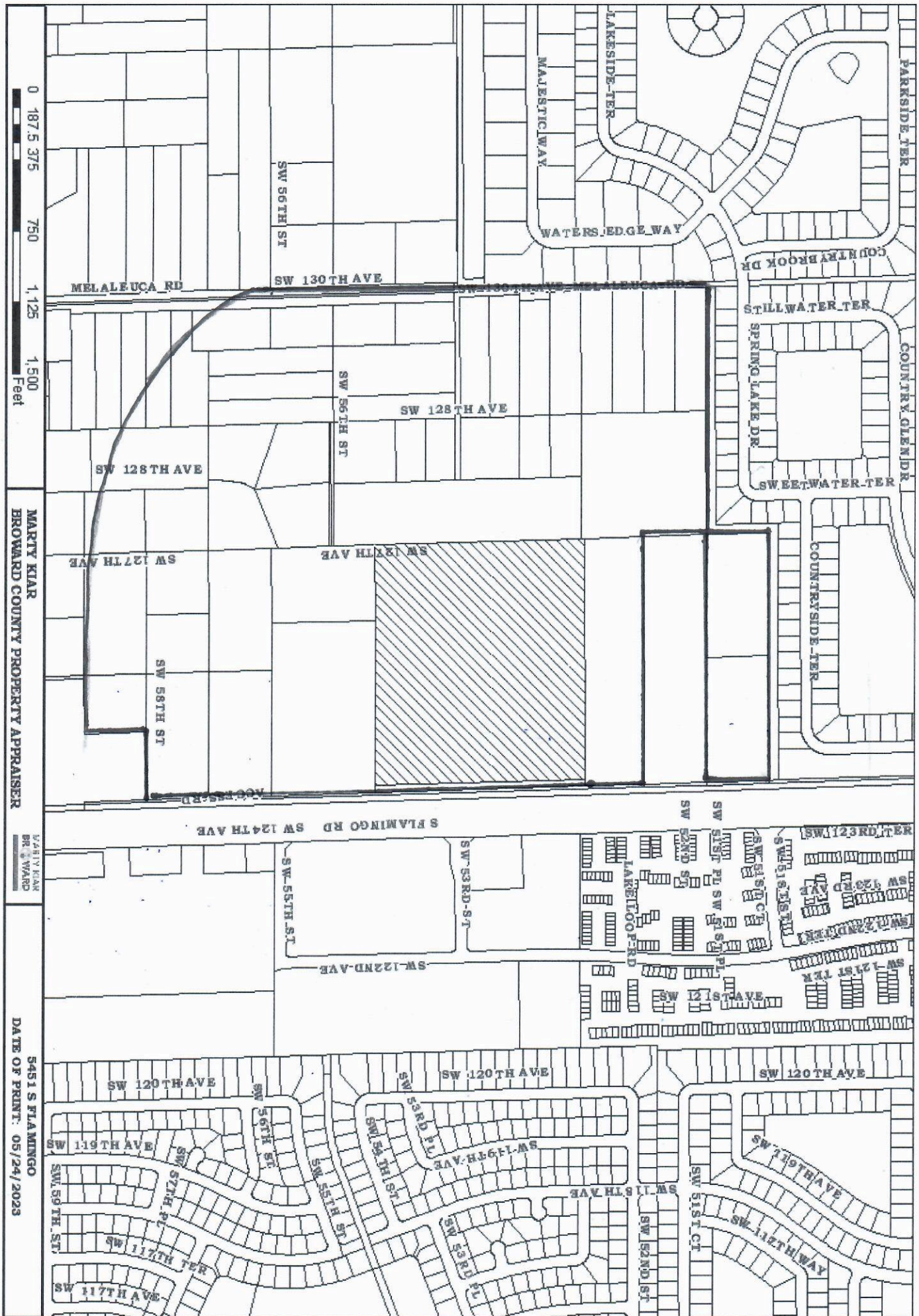
3 MATCH LINE SECTION

SCA PLANS REVIEW

Builder: Southeast Modular Mfg.
 Project # 07051.15 (2) Date: 12/21/07
 Reviewed by: Billy Tyson of SMP 46
 Approved without comments
 Approved with comments

See approval letter dated December 21, 2007

This approval in no way alleviates the builder from complying with all applicable contract codes, which may not be identified in this review.



0 187.5 375 750 1,125 1,500 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

5451 S FLAMINGO
BR 3 WARD

DATE OF PRINT: 05/24/2023

This page
intentionally left blank

FOLIO_NUMB	NAME	ADDRESS_LI
504035010015	R & R DEVELOPER CORP	6749 SW 64 CT
504035010017	5 INVESTORS LLC	4434 PARKSIDE RD
504035010018	GAYLE,GLENFORD & SHAUN	5410 MELALEUCA ROAD
504035010019	MATUTE,MILTON E & GLENDA	5750 SW 130 AVE
504035010022	DANIEL,ISAAC YESCHAK	20600 NW 47 AVE
504035010023	BEZZINA,THERESA M NAUGHTON THERESA M N BEZZINA REV TR ETAL	5500 SW 130 AVE
504035010026	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035010027	TARA773 LLC	7231 FISHER ISLAND DR
504035010038	MEP REALTY FUND I LLC	401 E LAS OLAS BLVD #1400
504035010050	LINN,JENNET COOK	5731 SW 130 AVE
504035010058	12475 RANCHES LLC	12475 SW 58 ST
504035010059	DISBERGEN,GERRIT H/ELISTER,DENYSIS E	12401 SW 58 ST
504035010061	ARBOLEDA,ARTURO E & BRENDA LARBOLEDA FAM LIV TR	5920 SW 127 AVE
504035010062	DOMAN,SANDRA LISAKAPLAN,ERIC F	5750 JAMES B PIRTLE AVE
504035010072	SHI,ANDY	4450 SW 93 AVE
504035010074	SEARS,BEATRIZ C & DAVID A	5501 SW 130 AVE
504035010075	EVANS FINANCIAL SERVICES LTD	3195 SE GRAN PARK WAY
504035010092	AJMO INDUSTRIES INC	5500 SW 128 AVE
504035010101	YAP,WARRENYAP,CHRISTOPHER W & YAP,AGNES B	5140 VOLUNTEER RD
504035010102	CARPENTER,DAWN H	5350 SW 128 AVE
504035010130	MILLER,RICHARD	12850 SW 56 ST
504035010131	BENSAADON,TZAFANI BENSAADON,ILANIT	1682 OSPREY BEND
504035010133	WILLIAMS,GERARD & JULIE	5800 SW 130 AVE

504035010134	MATER FILIUS MIAMI INC	1167 CHENILLE CIR
504035010135	LOZADA,ALVARO & ALEXIS	5741 JAMES B PIRTLE AVE
504035010140	MILLER,RICHARD	5700 SW 130 AVE
504035010160	BARTHOLF,RONALD W	5702 SW 130 AVE
504035010170	12990 SW 56TH ST LLC	20000 NE 15 CT
504035010180	ALLEYNE,VEOLA	5300 SW 130 AVE
504035010181	TSOUKALAS,PANAGIOTISNANFELDT,CHRISTIN E M	5340 SW 130 AVE
504035010182	KILCULLEN,JOSEPH F III & REBECCAKILCULLEN FAM REV TR	5290 SW 130 AVE
504035010183	BALL,R L & JOANN	5280 SW 130 AVE
504035010184	MEYER,NANCY	5846 S FLAMINGO RD
504035010185	MUNOZ,ELOY MANUELNAZARIO- MUNOZ,VANESSA	5400 SW 130 AVE
504035010186	RODRIGUEZ,SONIA	5420 SW 130 AVE
504035010187	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504035010190	JENKS,STEPHANIE RISTON	12851 SW 56 ST
504035010210	AZOR,HERBY	12901 SW 56 ST
504035010221	HAY,DARLENE ELIZABETH	12751 SW 56 ST
504035010222	CALLAWAY,ROBERT L JR & PATRICIACALLAWAY FAM REV TR	5490 SW 128 AVE
504035010223	DRUMMONDS,WINSTON & DEBORAH	5701 SW 128 AVE
504035010231	EDWARDS,BRADLEY JAMES	5742 SW 130 AVE
504035030010	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035030020	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035040010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035100010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035110010	ARCHDIOCESE OF MIAMIEDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD

504035110020	ARCHDIOCESE OF MIAMI EDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD
504035120010	NEW HORIZON UNITED METHODIST CHURCH INC	5741 S FLAMINGO ROAD
504035150030	JENSEN,STEVEN P & DAMARIS	5875 SW 128 AVE
504035150050	CUTRI,LOREDANA SOLOVANO CUTRI,MICHELE	5269 N HIATUS RD
504035150060	ALONSO,ARMANDO	1704 SW 142 AVE
504035150070	ESCALONA,YELYRAMOS, WILSON	10071 LAKE VISTA CT
504035150080	LIBERTY,ERICALIBERTY, JASON	5780 SW 128 AVE
504035150090	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD

CITY	STATE	ZIP	LEGAL
OCALA	FL	34476	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 6 LESS S 15
DAVIE	FL	33328	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 4 W 647.93
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 N1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 60 N 82.61 OF W 263.74LESS W 40 FOR RD TOGETHER WITHTRACT 61 W1/2 LESS E 396 &LESS W 40 FOR RD
MIAMI	FL	33055	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 64 W1/2 LESS E 396 & LESSW 40 FOR RD
MIAMI SHORES	FL	33138	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 9 E1/4,10 E1/4,63 E1/4,64 E1/4
MIAMI	FL	33109	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40POR OF TR 59 & 60,LYING WITHINE1/2 OF E1/2 OF N1/2 OF SW1/4 OFSE1/4,LESS N 257.17 AND LESS PORDESC IN INSTR #113243625
FORT LAUDERDALE	FL	33301	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40A POR OF TR 35 DESC AS:COMMSE COR SW 1/4 OF SEC 35,N1651.17,W 50.02 TO POB,W 329.91,N 330.23,E 329.91,S 330.23 TOPOB
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 36 N1/2LESS RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 54 E 308 OF W 949
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 E 308 OF W 641
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 54 W 641
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 W 333
DAVIE	FL	33328	FLA FRUIT LAND CO SUB NO 12-17 D 35-50-40TR 4 LESS W 647.93
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 33 LESS E 50
STUART	FL	34997	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 34 LESS E 50
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 N1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 E 132 OF W1/2,62 E 132 OFW1/2
WESTON	FL	33327	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 S 132 OF W1/2 LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 S 132 OF N 264 OF W1/2LESS W 40 FOR RD

WESTON	FL	33327	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 N 132 OF W1/2 LESSW 40 FOR RD
			FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40POR TRS 59 & 60 OF SEC 35 DESCAS: COMM NE COR LOT 1 JAMES B.PIRTLE PLAT 171-118B, N 323.76TO POB, W 329.92, N 336.65,E 329.93, S
SOUTHWEST RANCHE	FL	33330	336.65 TO POB
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 W 132 OF E 264 OF W1/2,62 W 132 OF E 264 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 61 W 132 OF E 396 OF W1/2,TRACT 62 W 132 OF E 396 OF W1/2
MIAMI	FL	33179	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 62 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 S1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 10 N1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 N1/2 OF W1/2,LESS W 35THEREOF FOR ST
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB #12-17 D 35-50-40TR 12 S1/2 OF W1/2
COOPER CITY	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 12 N1/2 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 10 S 1/2 OF W 1/2, LESSWEST 40 FT
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 S1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40WEST 40 FT OF S1/2 OF W 1/2 OFTRACT 10
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 E 132 OF W1/2 &TR 64 E 132 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W 264 OF E 396 OF W1/2,64W 264 OF E 396 OF W1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 64 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50- 40TRACT 64 N1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 N 197.39 OF W1/2 LESSN 82.61 OF W 263.74 & LESSW 40 FOR RD
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODISTCHURCH 122- 46 BTRACT "A" LESS S1/2
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODISTCHURCH 122- 46 BTRACT "A" S1/2
MIAMI SHORES	FL	33138	ST MARK CATHOLIC CHURCH 140-45 BTRACT A ST MARK CATHOLIC CHURCH158-33 BTRACT A - WEST
MIAMI SHORES	FL	33138	BROWARD CENTRAL CATHOLICHIGH SCHOOL 163- 32 BPARCEL A

MIAMI SHORES	FL	33138	BROWARD CENTRAL CATHOLIC HIGH SCHOOL 163-32 B PARCEL B
SOUTHWEST RANCHE	FL	33330	NEW HORIZON UNITED METHODIST CHURCH WEST 166-49 B PARCEL A
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 3 & 4
SUNRISE	FL	33351	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 5
FORT LAUDERDALE	FL	33325	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 6
PARKLAND	FL	33076	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 7
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BLOT 8
SOUTHWEST RANCHE	FL	33330	STONE CREEK AT SUNSHINE RANCHES 173-156 BRIGHT-OF-WAY DEDICATED
SOUTHWEST RANCHE	FL	33330	FORTHOROUGHFARE PER PLAT



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 8/15/2023
SUBJECT: Resolution Approving Application #DG-24-23

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

A.B. McCarthy High School proposes to construct additional facilities as set forth in Application No. 84-23 to amend the school's approved site plan. The additional facilities are not accommodated in the existing restrictive plat note. This resolution serves as authorization for Broward County to process an amendment to the restrictive plat note that will accommodate the additional floor area if Site Plan Application No. 84-23 is approved.

A restrictive plat note serves as a maximum development threshold that cannot be exceeded unless amended by the Broward County Board of County Commissioners.

Fiscal Impact/Analysis

Staff recommends approval, subject to approval of Application No. 84-23.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/17/2023	Resolution

RESOLUTION NO. 2023-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. DG-24-23 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND THE RESTRICTIVE USE NOTE FOR PARCEL "A" OF THE BROWARD CENTRAL CATHOLIC HIGH SCHOOL PLAT TO REFLECT THE CURRENT APPROVED SITE BUILDOUT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Archdiocese of Miami, Edward A. McCarthy High School is the current owner ("Owner") of Broward Central Catholic High School Plat, as recorded in Plat Book 163 Page 32 of the Broward County, Florida Public Records ("Plat"); and

WHEREAS, the Town Council approved Application No. SP-83-23 on August 24, 2023, increasing the authorized buildout area of the high school from 184,900 square feet to 224,421 square feet; and

WHEREAS, Broward County considers the new athletic training facility an accessory structure that is not subject to a restrictive use note; and

WHEREAS, the authorized buildout less the approved 16,000 square-foot training facility is 208,421 square feet;

WHEREAS, Owner requests modification of the restrictive use note on the face of the Plat to reflect the authorized buildout, rounded to 208,500 square-feet of high school use; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds the requested note amendment to be consistent with the buildout as authorized in corresponding Application No. SP-83-23, including a permanent classroom wing to replace the existing and proposed portable classrooms.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on August 24, 2023, the Town Council hereby approves the proposed plat note amendment requested in Application No. DG-24-23, authorizing a restrictive use note for 208,500 square feet of high school use. If within Broward County standards for restrictive use notes, the note shall also provide that student capacity shall not exceed 1,800 students.

Section 3. The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of August, 2023, on a motion by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2378.01

Resolution No. 2023-__

PROCLAMATION

Suicide Prevention Month – September 2023

WHEREAS, the Town Council is firmly committed to raising awareness about Suicide Prevention in the Town of Southwest Ranches and Broward County; and,

WHEREAS, the month of September is nationally recognized as Suicide Prevention Awareness Month; and,

WHEREAS, more than 45,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides; and,

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death; and,

WHEREAS, the American Academy of Pediatrics, the Children’s Hospital Association, and the American Academy of Child and Adolescent Psychiatry have declared a national emergency in child mental health; and,

WHEREAS, suicide is the second leading cause of death for children, adolescents, and young adults age 10 to 24 years; and,

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings; and,

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 9881 or call the National Suicide Prevention Lifeline 1- 800-273-8255 or text 741741; and,

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their Lock It Up! Gun Safety Program; and,

WHEREAS, the Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Southwest Ranches designates the month of September 2023 as Suicide Prevention Month and enthusiastically supports the mission of Lock It Up!, and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

Dated this 24th day of August, 2023

STEVE BREITKREUZ, MAYOR

This page
intentionally left blank



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/24/2023
SUBJECT: Helicopter Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle.

Helicopters generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

The Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of helicopters within the Town.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Helicopter Ordinance - 2nd Read - TA Approved	8/16/2023	Ordinance

ORDINANCE NO. 2023 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO THE USE OF HELICOPTERS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle; and

WHEREAS, helicopters generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

WHEREAS, the Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of helicopters within the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1: Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

SECTION 2: Text Amendment. The Town of Southwest Ranches' Unified Landed Development Code shall be amended to include the following provision:

Use of helicopters within the Town

Aside from emergency services providers, law enforcement, and in the case of an emergency, no helicopter may land or takeoff within the Town.

The Town Council, upon a super majority vote, may approve a limited permit for helicopter landings and/or takeoffs provided that the applicant is able to demonstrate the following:

- (1) That residents within 750 feet of the site have been notified of the request;
- (2) That the request is limited to a specific date and time;
- (3) That the request will not be deleterious to the surrounding community;

- (4) That there is no livestock maintained within 750 feet. The applicant is exempted from this provision for their own livestock; and
- (5) That the request has been made at least 60 days in advance; and
- (6) That the landing and/or takeoff site meet FAA standards.

A violation of this provision shall be deemed to cause irreparable harm to the community and shall be enforced to the maximum amount allowed by law.

Nothing herein seeks to usurp the Federal Aviation Administration’s regulation of aeronautic travel. If any of the provisions stated herein conflict with any state or federal law to the contrary, such state or federal law shall take precedence.

SECTION 3: Conflict: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4: Severability: If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: Effective Date: This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ___ day of August, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of September, 2023 on a motion made by _____ and seconded by _____.

Breitkreuz _____
 Allbritton _____
 Hartmann _____
 Jablonski _____
 Kuczenski _____

Ayes _____
 Nays _____
 Absent _____
 Abstaining _____

[Signatures on Following Page]

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness

Keith M. Poliakoff, J.D.
1001.2346.01

This page
intentionally left blank



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, Esq., *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/24/2023
SUBJECT: Fireworks Ordinance

Recommendation

Fireworks Ordinance

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

Florida Statute Chapter 791 (Sale of Fireworks) regulates the sale and use of fireworks. The Town Council recognizes State regulations and the established designated holidays as outlined in Florida Statute Chapter 791. The Town Council determines upon its review of our local conditions that more detailed requirements than those specified in Florida Statute Chapter 791 are necessary.

Fireworks generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems. The Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of fireworks within the Town, as limited by state law.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Fireworks Ordinance 267 2 - TA Approved	8/15/2023	Ordinance

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO PROVIDE A NEW SECTION PERTAINING TO THE USE OF FIREWORKS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 791 (Sale of Fireworks) regulates the sale and use of fireworks; and

WHEREAS, the Town Council recognizes State regulations and the established designated holidays as outlined in Florida Statute Chapter 791; and

WHEREAS, the Town Council determines upon its review of our local conditions that more detailed requirements than those specified in Florida Statute Chapter 791 are necessary; and

WHEREAS, the Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle; and

WHEREAS, fireworks generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

WHEREAS, the Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of fireworks within the Town, as limited by state law;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

SECTION 1: Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

SECTION 2: Text Amendment. The Town of Southwest Ranches' Unified Landed Development Code shall be amended to include the following provision:

Use of fireworks within the Town

1. It shall be unlawful for any person, firm, partnership, corporation, or business entity of any other type to offer for sale or display or to use or explode any fireworks within the Town of Southwest Ranches except

as provided in Florida Statute Chapter 791, as may be amended from time to time.

2. It shall be unlawful to discharge any fireworks or sparklers in public rights-of-way, streets, parks, or other public properties.

3. It shall be unlawful for any person to throw, cast or propel fireworks of any kind in the direction of or into the path of any person or group of persons, animal, or farm animal, or from, in the direction of or into any vehicle of any kind.

When permitted under state law, noise from firework activity must conclude at 11:59 p.m. and all debris from fireworks or sparklers must be collected immediately, placed in a solid waste container, and placed for pick-up on the next available waste collection day.

A violation of this provision shall be deemed to cause irreparable harm to the community and shall be enforced to the maximum amount allowed by law.

Nothing herein seeks to usurp the State of Florida's regulation of fireworks. If any of the provisions stated herein conflict with any state or federal law to the contrary, such state or federal law shall take precedence.

SECTION 3: Conflict: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4: Severability: If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: Effective Date: This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ___ day of August, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of September, 2023 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness

Keith M. Poliakoff, J.D.
1001.2356.01

This page
intentionally left blank



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, Esq., *Council Member*

Andrew D. Berns, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Russell Muniz, MPA, *Assistant Town Administrator/Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 8/24/2023
SUBJECT: Vacation Rental Rules

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

This Ordinance creates health and and safety regulations for vacation rentals. Any person, entity, or property owner wanting to operate vacation rentals must abide by the rules and regulations outlined in this ordinance. This ordinance creates a vacation rental registration. Part of the registration requirements are proof of vacation rental home insurance, proof of registration with the Florida Department of Revenue, and proof of a license with the Florida Department of Business and Professional Regulation.

Each vacation rental shall abide by certain life and safety standards which includes being in compliance with the Florida Building Code, the Residential Swimming Pool Safety Act, a smoke and carbon monoxide detection and notification system within the unit, a fire extinguisher, and all vehicles shall be parked within the driveway. The maximum number of transient occupants authorized to stay overnight shall be two person

per sleeping room with exceptions concerning children under the age of thirteen. The maximum number of persons allowed to gather at a vacation rental property shall not exceed one and one half times the maximum occupants authorized to stay overnight. Vacation rentals are subject to initial and compliance inspections. All costs associated with this ordinance shall be set via Resolution by Town Council.

Fiscal Impact/Analysis

Adoption of the ordinance as proposed has no fiscal impact on the Town.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Vacation Rental Rules - TA Approved	8/17/2023	Ordinance
SWR Vacation Rental Exhibit A	8/18/2023	Exhibit

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

WHEREAS, the Town Council deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to adopt the proposed ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 45, "Agricultural and Rural Districts," Section 045-030, "General Provisions," is hereby amended to create Subsection (X) as set forth in Exhibit "A."

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

[Signatures on Following Page]

Ordinance No. 2023-XXX
New text is underlined and deleted text is ~~stricken~~

1 **PASSED ON FIRST READING** this ____ day of ____, 2023 on a motion made
2 by _____ and seconded by _____.

3 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
4 2023, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

1001.2377.01

Ordinance No. 2023-XXX
New text is underlined and deleted text is ~~stricken~~

This page
intentionally left blank

ULDC

Article 45

Section 045-030 Agricultural and Rural Districts

Section (X) - 1. - Purpose

The Town Council finds that certain transitory uses of residential property tend to affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for residents of the Town of Southwest Ranches to mitigate impacts created by such transitory uses of residential property within the Town. It is unlawful for any owner of any property within the Town of Southwest Ranches to rent or operate a vacation rental of residential property contrary to the procedures and regulation established in this Article and applicable state statutes.

Sec. (X) - 2. – Definitions

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Vacation rental shall mean any individually or collectively owned single family, two family, three family, or four family house or dwelling unit that is rented to transient occupants more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transient occupants, and also a transient public lodging establishment as defined in F.S. § 509.013 but that is not a timeshare project.

Sec. (X) – 3. Registration Required

(a) It is unlawful for any person, entity, or property owner to allow another person to occupy any residential property that is a single family, two family, three family, or four family house or dwelling unit as a vacation rental within the Town unless the owner of the property or his/her authorized representative has registered the property as a

vacation rental property with the Town and the vacation rental property has been issued a certificate of compliance in accordance with the provisions of this article.

(b) A vacation rental shall be registered annually on or before the thirtieth (30) day of September.

(c) The advertising or advertisement for the rental of a single family, two family, three family, or four family house or dwelling unit for periods of time less than thirty (30) days is direct evidence of offering a property for rent as a vacation rental in violation of subsection 16-126(a) and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of subsection 16-126(a).

Sec. (X) - 4. Application for registration

(a) A separate application for registration of a vacation rental shall be made to the Code Compliance Official or his/her designee for each building proposed for use as a vacation rental. The application shall include:

- (1) The property address;
- (2) The name, address, electronic mail address, and telephone number of the owner of said property;
- (3) The name, address, electronic mail address, and emergency contact telephone number of the responsible party for said property;
- (4) The maximum number of occupants the vacation rental will have, both overnight and at all times other than overnight.
- (5) Acknowledgement by the owner of the following:
 - (a) That all vehicles associated with the vacation rental must be parked in compliance with all Town, County, and State laws and regulations;
 - (b) That it shall be unlawful to allow or make any noise or sound as set forth in Chapter 15, Noise;
 - (c) That each transient occupant party is provided a copy of Chapter 15, Noise;
 - (d) That each agreement between the owner and transient occupant shall identify all transient occupants of the vacation rental property; and

(e) That the owner shall comply with all applicable Town, County, state, and federal laws, rules, regulations, ordinances, and statutes.

- (6) Proof of owner's current ownership of the property;
- (7) Proof of registration with the Florida Department of Revenue for sales tax collection and Broward County for Tourist Development Tax;
- (8) Proof of licensure with the Florida Department of Business and Professional Regulation for transient public lodging establishments;
- (9) Proof of vacation rental home insurance

Sec. (X) - 5. - Fees for registration

The Town charges reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the Town Council. Fees are non-refundable.

Sec. (X) - 6. – False information

It shall be unlawful for any person to give any false or misleading information in connection with any application for registration, modification, or renewal of a vacation rental as required by Town code. Any false statements made in an application may be a basis for the revocation of any license issued pursuant to such application.

Sec. (X) - 7. – Vacation rental standards

The following standards shall govern the use of any vacation rental required to be registered within the Town of Southwest Ranches Code of Ordinances:

(a) Minimum life/safety requirements:

(1) Swimming pool, spa, and hot tubs shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515.

(2) All dwelling units shall meet the minimum requirements of the Florida Building Code.

(3) A smoke and carbon monoxide (CO) detection and notification system within the vacation rental unit shall be interconnected, hard-wired or battery powered, professionally installed, and professionally monitored. The smoke and carbon monoxide (CO) detection and notification system shall be installed and continually maintained

consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code—Residential.

(4) A natural gas detection and notification system, if the vacation rental utilizes natural gas, shall be installed and maintained.

(5) A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

(6) That all vehicles associated with the vacation rental must be parked within a driveway located on the subject property unless the residential home or unit has designated street parking.

(b) Maximum occupancy.

(1) The maximum number of transient occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room. The number of sleeping rooms shall be confirmed by on-site inspection by a representative of the Town, and

(2) The maximum number of persons allowed to gather at or occupy a vacation rental shall not exceed one and one-half (1 ½) times the maximum occupants authorized to stay overnight at that site, as shown on the certificate of compliance, and in no event shall a gathering exceed twenty (20) persons. This subsection b. shall not apply to owner-occupied vacation rentals when the property owner is physically present on the site during the gathering, and

(3) Up to four (4) persons under thirteen (13) years of age are exempt from and shall not count towards the occupancy limits set in subsections a. and b. above.

(c) The name, phone number, and email of a designated responsible party.

(d) The certificate of compliance shall be posted on the back of or next to the interior of the main entrance door and shall include at a minimum the name, address and telephone number of the responsible party, and the maximum occupancy of the vacation rental.

Sec. (X) 8. - Initial and routine compliance inspections of vacation rentals.

(a) An inspection of the dwelling unit for compliance with this section is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all violations must be corrected, and the dwelling unit must be re-inspected prior to issuance of the initial vacation rental certificate of compliance as provided herein.

(b) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards herein and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure

to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.

(c) The inspections shall be made by appointment with the vacation rental responsible party. If the inspector has made an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the officer at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the Town Council to cover the inspection expense incurred by the Town.

(d) If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the existing vacation rental certificate of compliance or the application for vacation rental.

(1) For an initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.

(2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

(e) The Town Council may, by resolution, prescribe the circumstances under which the inspections required by this section may be waived.

Sec. (X) 9. - Registration not transferable.

No registration issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

Sec. (X) 10. - Expiration of registration and certificates of compliance.

(a) All registrations for which a certificate of compliance has been issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations and certificates of compliance shall expire one year from date of issuance. The application for renewal must be submitted no later than sixty (60) days prior to the expiration date. Late renewal fees shall be established by resolution of the Town Council of the Town of Southwest Ranches and shall be charged to an application for renewal submitted prior to the expiration date but after the sixty (60) days required by this section. All applications for renewal received after the expiration date shall be processed as a new application and subject to all applicable fees.

Sec. (X) 11. - Penalties, offenses, and revocation.

(a) Any certificate of compliance issued pursuant to this article may be denied, revoked, or suspended by the Town Administrator or his or her designee upon the adjudication of a violation of this article, any Town ordinance, or state law by the responsible party, property owner or transient occupant attributable to the property for which the certificate of compliance is issued. Such denial, revocation or suspension is in addition to any penalty provided herein. An advertisement of the property for purposes of a Vacation Rental shall be deemed sufficient evidence of the use of that property as a Vacation Rental for purposes of enforcing all sections of this Chapter. Citations, as well as other means of enforcement, may be issued to the property owner, the Vacation Rental representative, the tenant, or any combination of the three.

(b) Offenses/violations.

- (1) Non-compliance with any provisions of this article shall constitute a violation of this article.
- (2) *Separate violations.* Each day a violation exists shall constitute a separate and distinct violation, except that violations of subsection (X) - 7(b), regarding occupancy, shall constitute a single violation for a rental period.

(c) Remedies/enforcement.

(1) Any person violating any of the provisions of this article may be issued a Notice of Violation by the Town of Southwest Ranches Code Enforcement or Police Department. Each violation shall carry a maximum civil penalty of up to five hundred dollars (\$500) per violation, plus any applicable administrative costs or fees. A Town of Southwest Ranches Code Enforcement Officer or Police Officer is authorized to issue a citation and not a warning upon first offense.

(2) Nothing contained herein shall prevent the Town from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental certificate of compliance, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(d) In addition to any fines and any other remedies described herein or provided for by law, a special magistrate may suspend a vacation rental certificate of compliance in accordance with the following:

(1) Suspension time frames.

a. Upon a third violation of this article the vacation rental certificate shall be suspended for a period of one hundred eighty (180) calendar days.

b. Upon a fourth violation of this article the vacation rental certificate shall be suspended for a period of three hundred sixty-five (365) calendar days.

c. For each additional violation of this article the vacation rental certificate shall be suspended for an additional thirty (30) calendar days up to a maximum period of twelve (12) months. For example, the fifth violation shall

be for three hundred ninety-five (395) calendar days; the sixth violation shall be for four hundred fifteen (415) calendar days, and so on.

d. A vacation rental certificate of compliance shall be subject to temporary suspension beginning five (5) working days after a citation is issued for a violation of the Florida Building Code, or Florida Fire Prevention Code. Such suspension shall remain in place until the vacation rental is reinspected and it is determined that the violation no longer exists by the Town.

(2) A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate.

a. The suspension shall begin immediately following notice, commencing either:

- i. At the end of the current vacation rental lease period; or
- ii. Within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the special magistrate.

b. Operation during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to one thousand dollars (\$1,000.00) or to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the vacation rental operates during a period of violation.

c. An application for a renewal may be submitted during the period of suspension; however, no certificate of compliance may be issued for the vacation rental until the period of suspension has expired.

Sec. (X) 12. - Complaints.

Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written or oral complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Town Administrator or his or her designee. Complaints can be emailed to XXX@southwestranches.gov or at 954-XXX-XXXX. The Town Administrator or his or her designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article and any other applicable chapter of the Town of Southwest Ranches Code of Ordinances.

Sec. (X) 13.. - Enforcement.

The provisions of this article shall be enforced as provided in Article VII, Code Enforcement, of the Town of Southwest Ranches Code of Ordinances.

**This page
intentionally left blank**



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Jeff Katims
DATE: 8/15/2023
SUBJECT: Home Based Business

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Effective July 1, 2021, the Florida Legislature enacted F.S. 559.955 (attached), preempting local governments from regulating several major aspects of home occupations ("home-based businesses" per the statute) differently than other businesses in the jurisdiction. As a result, nearly all of the Town's regulations are at odds with the statute and are amended accordingly in the proposed Ordinance. The Town's regulations are affected as follows:

- The Town can no longer limit home businesses to office use only. The statute does not allow any express use limitations.
- The Town can no longer limit home businesses to ten percent of a dwelling, nor can the use be confined to the dwelling. The Town can only require that home-based businesses are incidental and secondary to a property's use as a residential dwelling.
- The Town can no longer prohibit in-person transactions and provision of services on the property. The statute does authorize restricting retail transactions to the dwelling and not

accessory structures.

- The Town can no longer limit onsite employees/personnel to residents of the dwelling. The statute requires the Town to allow two non-residents to participate in the business on the residential property.

The Town retains the ability to regulate signage, prohibit exterior modifications that are inconsistent with the residential character of the neighborhood, regulate parking and storage of commercial vehicles and equipment, regulate the use and storage of dangerous materials, and regulate equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors, provided the regulations are not more restrictive than those that apply to residential properties without home-based businesses.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	8/17/2023	Ordinance
F.S. 559.955- Preempting Legislation	8/15/2023	Exhibit

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

* * *

Section 3. Amendment to Article 35, "Conditional Uses." Section 035-030, "Home offices" is hereby amended as follows:

Sec. 035-030. – Home-based businesses.

Home-based businesses as defined in Article 10, "Definition of Terms," shall be permitted in all residential zoning districts subject to the following limitations:

- (A) Only residents of the single-family dwelling and up to two (2) additional people who do not reside at the dwelling may be engaged in the business at the dwelling. The business may have additional, remote employees that do not work at the dwelling, provided they do not park or store their vehicles on the plot, nor on any public or private right-of-way.
- (B) Any parking or storing of commercial, construction, agricultural or recreational vehicles, equipment and machinery at the home-based business in all residential districts shall be subject to section 045-030(C) "Parking and storage."
- (C) The need for parking generated by the home-based business shall not be greater in volume than would normally be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the business shall not be parked within any public or private right-of-way.
- (D) No sign for the home-based business shall be visible from the exterior of the dwelling.
- (E) As viewed from the street, the plot must appear to be consistent with that of the surrounding rural residential areas within the Town, and shall not have the appearance of a business as indicated by physical improvements, equipment, vehicle parking, activity, or other perceivable characteristic. Any external modifications made to a dwelling to accommodate a home-based business must conform to the rural residential character and architectural aesthetics of the neighborhood.

Ordinance No. 2023-____
New text is underlined and deleted text is ~~stricken~~

1 (F) The home-based business shall not conduct retail transactions at a structure
2 on the plot other than the dwelling; however, incidental business uses and
3 activities may be conducted on the plot containing the home-based business.

4 (G) The home-based business shall not create noise, vibration, heat, smoke,
5 dust, glare, fumes, or noxious odors of an intensity, frequency or duration
6 that is not customary for a single-family residential property where no
7 business is conducted.

8 (H) The home-based business shall not use, store or dispose of any corrosive,
9 combustible, or other hazardous or flammable materials or liquids of a type,
10 quantity or manner that are not customary for a single-family residential
11 property where no business is conducted.

12 (I) A certificate of use from the town and business tax receipt from the
13 county shall be obtained for any home-based business.

14 **Section 4. Amendment to Article 45, "Agricultural and Rural**
15 **Districts."** Section 045-050, "Permitted and prohibited uses" is hereby amended
16 as follows:

17 **Sec. 045-050. Permitted and prohibited uses.**

18 Plots in rural and agricultural districts may be used for one (1) or more of
19 the uses that are specified below as being permitted or conditionally permitted
20 uses:

Key to abbreviations:		
P=Permitted use	NP=Not permitted	C=Conditional use

21 * * *

	A-1	A-2	RE	RR
<i>Permitted accessory uses to a single-family dwelling</i>				
* * *				
Home-based businesses (subject to section 035-030 pertaining to conditional uses)	C	C	C	C
* * *				

22 **Section 5. Amendment to Article 70, "Sign Regulations."** Section
23 070-120, "Promotional signs" is hereby amended as follows:

24 (A) Any nonresidential use or commercial enterprise, other than a home-based
25 business, which has been issued a certificate of use, may make application
26 for a temporary sign permit for any of the following purposes:

Ordinance No. 2023-__

New text is underlined and deleted text is ~~stricken~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

* * *

Section 6. Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 7. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ___ day of _____, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2023, on a motion made by _____ and seconded by _____.

[Signatures are on the Following Page]

Breitkreuz	_____	Ayes	_____
Allbritton	_____	Nays	_____
Hartmann	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Ordinance No. 2023-_____
New text is underlined and deleted text is ~~stricken~~

1

2 Approved as to Form and Correctness:

3

4 _____

5 Keith Poliakoff, J.D., Town Attorney

6 1001.2374.01

This page
intentionally left blank

559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government's jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-

based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(d) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 8/24/2023
SUBJECT: E-911 Participation ILA

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

The Town of Southwest Ranches entered into an agreement with Broward County for participation in the Consolidated Regional E-911 Communication System on August 22, 2013. As part of this agreement the County is designated to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

The Town Council adopted the First Amendment to the agreement on November 19, 2022 via Resolution 2021-010. The County and the Town desire to amend the Participation Agreement and the RILA (collectively the "System Agreements") to extend the terms of the system

agreements for coterminous, consecutive periods of five years.

The Town Council believes that it is in the best interest of the Town to approve the Second Amendment to the Regional Interlocal Agreement between the County and the Town for continued cooperative participation in a regional public safety intranet.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - 2nd Amendment to E911 Participation Agreement - TA Approved	8/17/2023	Resolution
Exhibit 1 - Second Amendment to E911 Communications System ILA	8/16/2023	Exhibit
County Memo on 2nd Amendment to E911 ILA	8/16/2023	Backup Material

RESOLUTION NO. 2023 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING EXECUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches entered into an agreement with Broward County for participation in the Consolidated Regional E-911 Communication System on August 22, 2013; and

WHEREAS, as part of this agreement the County is designated to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems; and

WHEREAS, the Town Council adopted the First Amendment to the Agreement on November 19, 2022 via Resolution 2021-010; and

WHEREAS, County and the Town desire to amend the Participation Agreement and the RILA (collectively the "System Agreements") to extend the terms of the system agreements for coterminous, consecutive periods of five years; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to approve the Second Amendment to the Regional Interlocal Agreement between the County and the Town for Cooperative Participation in a regional public safety intranet.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves the Second Amendment to the regional interlocal agreement between Broward County and the Town of Southwest Ranches providing for cooperative participation in a regional public safety intranet, in substantially the same form as that attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3: Authorization. The Mayor, and Town Attorney, are hereby authorized to enter into the Agreement and to make any changes that may be necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of August, 2023 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.2375.01



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment (“Second Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the municipality identified on the signature page below (“Municipality,” “City,” or “Participating Community”) (collectively County and Municipality are referenced as the “Parties”).

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system (“System”), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points (“PSAPs”), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the “Participation Agreement”), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the “RILA”) with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff’s Office (“BSO”) are negotiating a new interlocal agreement (the “Operator Interlocal Agreement”) pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the “System Agreements”) to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days’ prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ___ day of _____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE
PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF _____

ATTEST:

By: _____

CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney



Broward County

Legislation Details (With Text)

File #: 23-979 **Version:** 1

Status: Agenda Ready

In control: Regional Emergency - Office of Regional Communications and Technology

On agenda: 6/13/2023 **Final action:**

Title: MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Exhibit 1 - Second Amendment to PA and RILA

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Broward County Commission Regular Meeting

Director's Name: Tracy Jackson

Department: Regional Emerg Svcs & Comm **Division:** Office of Regional Comm & Tech

Information

Requested Action

MOTION TO AUTHORIZE County Administrator to negotiate and execute a Second Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System, in substantially the form attached as Exhibit 1, subject to review by the County Attorney's Office as to legal form.

Why Action is Necessary

Board approval is required to delegate authority to the County Administrator to approve an amendment to an interlocal agreement.

What Action Accomplishes

Provides authority to the County Administrator to circulate, finalize, and execute the Second Amendment to the standard form Participation Agreement between Broward County and each municipality participating in the Broward County Regional Consolidated E-911 Communications System.

Is this Action Goal Related

No

Previous Action Taken

At the March 10, 2020 meeting of the Board of County Commissioners (Item ID 20-397) the County Administrator was authorized to negotiate and execute a First Amendment to the standard form Participation Agreement and Regional Interlocal Agreement between Broward County and each of the Municipal Participants in Broward County's Regional Consolidated E-911 Communications System.

Summary Explanation/Background

This proposed standard form Second Amendment between the County and Municipality will amend the Participation Agreement and the RILA (collectively, the "System Agreements") to extend the terms of the System Agreements for coterminous, consecutive periods of five years.

BACKGROUND

On or about September 30, 2013, the vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Regional Consolidated E-911 Communications System which was subsequently amended by a First Amendment (as amended prior to this proposed Second Amendment, the "Participation Agreement") in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this proposed Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communications system.

Source of Additional Information

Tracy Jackson, Director, Regional Emergency Services and Communications, (954) 831- 3908

Fiscal Impact

Fiscal Impact/Cost Summary

There is no fiscal impact to Broward County.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/24/2023
SUBJECT: BBX Due Diligence Extension

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On June 2, 2022, pursuant to Resolution No. 2022-059, the Town entered into a Purchase and Sale Agreement and a Profit Participation Agreement (collectively the "Agreements") with MG3 SWR Industrial, LLC ("MG3") for the purchase of the Town's parcel generally known as the CCA Property.

To resolve certain pre-development issues with other governmental entities, and to resolve certain title issues, the Town and BBX have agreed to extend the Agreements due diligence period contingent upon the date BBX receives its ERP Permit. Additionally, the parties wish to clarify certain terms and conditions contained within the Agreements.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
RESO Assignment to BBX Capital - TA Approved	8/15/2023	Resolution
DRAFT 2nd Amendment to Purchase & Sakle and Profit Share Agreement	8/17/2023	Agreement

RESOLUTION NO. 2023 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT AND PROFIT PARTICIPATION AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BBX LOGISTICS PROPERTIES, LLC RELATING TO THE VACANT PARCEL OF LAND GENERALLY KNOWN AS THE CCA PROPERTY; EXTENDING DUE DILLIGENCE; CLARIFYING CERTAIN PROVISIONS IN THE AGREEMENTS; AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND PROFIT SHARING AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 2, 2022, pursuant to Resolution No. 2022-059, the Town entered into a Purchase and Sale Agreement and a Profit Participation Agreement (collectively the "Agreements") with MG3 SWR Industrial, LLC ("MG3") for the purchase of the Town's parcel generally known as the CCA Property; and

WHEREAS, on _____, 2023, pursuant to Resolution No. 2023-____ the Town authorized an assignment of the Agreements to BBX Logistics Properties, LLC ("BBX") where it also clarified the purchase price, due diligence period, closing date, stabilization period, and profit share; and

WHEREAS, to resolve certain pre-development issues with other governmental entities, and to resolve certain title issues, the Town and BBX have agreed to extend the Agreements due diligence period contingent upon the date BBX receives its ERP Permit; and

WHEREAS, in addition the parties wish to clarify certain terms and conditions contained within the Agreements;

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby approves the Second Amendment to Purchase and Sale Agreement and Profit Sharing Agreement between the Town and BBX Logistics Properties, LLC, as specifically attached hereto and incorporated herein as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the Second Amendment to Purchase and Sale Agreement and Profit Sharing Agreement and to make any and all changes necessary and proper to effectuate the intent of this Resolution.

Section 5. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 6. Severability. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of , 2023 on a motion by _____ and seconded by

_____.

Breitkreuz _____
Allbritton _____
Jablonski _____
Hartman _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2371.01

EXHIBIT A

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND PROFIT SHARING AGREEMENT

This page
intentionally left blank

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT & PROFIT SHARING AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT & PROFIT SHARING AGREEMENT (this “Amendment”) is made and entered into as of _____, 2023 by and between **BBX LOGISTICS PROPERTIES LLC**, a Florida limited liability company (“BBX”), and **THE TOWN OF SOUTHWEST RANCHES**, a municipal corporation of the State of Florida (“SWR”). BBX and SWR may each be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, MG3 SWR Industrial, LLC (“MG3”), and SWR entered into that certain Real Estate Sale and Purchase Agreement dated as of June 2, 2022 (the “Original Purchase Agreement”) with respect to the purchase and sale of certain real and other property located in Broward County, Florida, as more particularly set forth in the Purchase Agreement (the “Property”); and

WHEREAS, simultaneously with the execution of the Purchase Agreement, MG3 and Seller also entered into that certain Perpetual Profit Sharing and Construction Agreement dated as of June 2, 2022 (the “Original Profit Sharing Agreement”) with respect to the development of the Property and sharing of profits derived therefrom; and

WHEREAS, MG3, BBX and SWR entered into that certain Assignment and Amendment Agreement dated as of May 3, 2023 (the “Assignment & Amendment”), whereby MG3 assigned, and BBX assumed, MG3’s rights and obligations under the Purchase Agreement and the Profit Sharing Agreement, and BBX and SWR amended certain provisions of the Purchase Agreement and the Profit Sharing Agreement. The Original Purchase Agreement, as amended by the Assignment & Amendment, is referred to in this Amendment as the “Purchase Agreement”). The Original Profit Sharing Agreement, as amended by the Assignment & Amendment, is referred to in this Amendment as the “Profit Sharing Agreement”); and

WHEREAS, BBX and SWR desire to further amend certain provisions of the Purchase Agreement and the Profit Sharing Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given such terms in the Purchase Agreement.
2. **Amendments to Purchase Agreement**. The Purchase Agreement is hereby amended as set forth below:
 - a. **Due Diligence Period**. The Due Diligence Period is extended to the date upon which Purchaser receives the ERP Permit (as defined in the Perpetual Profit Sharing and Construction Agreement and below in Paragraph 3(c) below).
 - b. **Conditions Precedent to Purchaser’s Obligations**. In addition to the conditions precedent to Purchaser’s obligation to purchase the Property contained in Section 10.1 of the Purchase Agreement, the following new conditions precedent are hereby added in favor of Purchaser:
 - i. The ERP Permit shall have been issued. In this regard any denial or failure to issue the ERP Permit shall be deemed a failure of this condition precedent.

ii. Seller shall have caused an amendment to that certain Replat of Portion of West Broward Industrial Park recorded in Plat Book 157 at Page 39, as affected by Agreement for Amendment of Notation on Plat recorded in Official Records Book 32452 at Page 1472, as affected by Agreement for Amendment of Notation on Plat recorded in Official Records Book 42279 at Page 732, and as affected by Agent of Record for Notice of Expiration of Findings of Adequacy, to be recorded in the Broward County Public Records (the “Records”) removing the restriction limiting use of the Property to a fifteen hundred (1,500) bed correction facility with a maximum of 237,615 square feet of gross floor area and expressly allowing use and development of the Property for industrial and outdoor storage.

iii. Seller shall have caused a termination or release of the Property from the following to be recorded in the Records:

1. that certain Ordinance No. 90-04(z) recorded in Official Records Book 17089 at Page 322;
2. that certain Water and Sewer Agreement recorded in Official Records Book 16201 at Page 571;
3. that certain Road Construction Agreement recorded in Official Records Book 18455 at Page 602;
4. that certain Master Road Impact Fee Agreement recorded in Official Records Book 22867 at Page 364;
5. that certain Agreement recorded in Official Records Book 23162 at Page 552, as amended by Amendment to Road Improvement Agreement recorded in Official Records Book 24415 at Page 840;
6. that certain Agreement recorded in Official Records Book 23162 at Page 576;
7. that certain Unity of Title Declaration recorded in Official Records Book 31584 at Page 275;
8. that certain South Broward Drainage District Resolution # 2002-19 recorded in Official Records Book 34174 at Page 1558;
9. that certain South Broward Drainage District Resolution # 2002-21 recorded in Official Records Book 34440 at Page 855;
10. that certain South Broward Drainage District Resolution # 2003-04 recorded in Official Records Book 35003 at Page 1709;
11. that certain South Broward Drainage District Resolution # 2003-01 recorded in Official Records Book 35122 at Page 497;
12. that certain South Broward Drainage District Resolution # 2004-21 recorded in Official Records Book 38172 at Page 414;
13. that certain Security/Lien Agreement Installation of Required Improvements recorded in Official Records Book 42278 at Page 1365;

14. that certain Security/Lien Agreement Installation of Required Improvements recorded in Official Records Book 42321 at Page 1673;
15. that certain Environmental Resource Permit Notice recorded in Official Records Book 43913 at Page 400; and
16. that certain Notice of Environmental Resource or Surface Water Management Permit recorded in Official Records Book 48796 at Page 1589.

iv. [NTD: Placeholder for exceptions #8, 10, 15/35, 18, 19, 23/26/28, 24, 29, 41 & 43.]¹

v. Seller shall have caused an instrument to be recorded in the Records that releases all rights of entry held by the State of Florida and by the Board of Commissioners of the Everglades Drainage District, [releases the two hundred foot right of way easement in favor of the State of Florida]², [PLACEHOLDER for reservations contained in Deed No. 03-Chap. 21684, and Deed dated December 11 1944]³ contained in Deed recorded in Deed Book 469 at Page 490 as affected by Quit Claim Deed recorded in Official Records Book 17540 at Page 749.

vi. Seller shall have caused an instrument to be recorded in the Records that releases all rights of entry held by the State of Florida [and releases the two hundred foot right of way easement in favor of the State of Florida]⁴ contained in Deed recorded in Deed Book 472 at Page 290.

3. Amendments to Profit Sharing Agreement.

a. Site Plan; Phasing. The site plan attached as Exhibit “A” to the Profit Sharing Agreement is deleted in its entirety and replaced with the site plan attached as Exhibit “A” to this Amendment (the “Site Plan”). The Parties acknowledge and agree that BBX may elect to construct the Project in three separate phases (each a “Phase”) as reflected on the Site Plan, and that in such event, all of the covenants, conditions, restrictions, agreements, and rights of BBX (as successor-in-interest to MG3) under the Profit Sharing Agreement shall apply on a Phase-by-Phase basis notwithstanding anything in the Profit Sharing Agreement to the contrary. Without limiting the generality of the foregoing, the Parties desire to memorialize the application of the foregoing sentence to specific provisions of the Profit Sharing Agreement for the avoidance of doubt as follows:

i. Profit Share. The third (3rd) paragraph of Article 1 of the Profit Sharing Agreement is deleted in its entirety and replaced with the following:

“MG3 shall pay to SWR, on a Phase-by-Phase basis, six percent (6%) of total gross rental income less common area maintenance, operating expenses, real estate taxes and assessments, insurance, utilities, real estate commissions not to exceed six percent of total rental income, amortization of tenant improvements, payments under any declaration or reciprocal easement agreement, and Florida sales tax on rent on a quarterly basis (the “Profit Share”). Quarterly Profit Share payments shall be timely paid to SWR by the tenth

¹ NTD: TBD based upon updated survey.

² NTD: TBD whether affects based on updated survey.

³ NTD: Pending copies from title company/confirmation not taking exception for these deeds.

⁴ NTD: TBD whether affects based on updated survey.

(10th) day following the end of each calendar quarter (the “Payment Date”). A late fee equal to one percent (1%) per month of the amount due shall be imposed for failure to pay by the Payment Date. SWR and MG3 acknowledge and agree that MG3 may, at its option, cause tenants of the Project to reimburse MG3 the Profit Share as a separate charge and, in such event, the reimbursement shall not be deemed part of gross rental income.”

ii. Hold Period. The fifth (5th) paragraph of Article 1 of the Profit Sharing Agreement is deleted in its entirety and replaced with the following:

“With respect to each Phase of the Project, MG3 shall hold and retain such Phase until the earlier of: (i) the date on which the applicable Phase achieves ninety percent (90%) stabilization, and (ii) the date which is thirty-six (36) months following Substantial Completion of such Phase. Notwithstanding anything in this Agreement to the contrary, (i) MG3 may sell any Phase of the Project at any time if pursuant to a build-to-suit arrangement or a forward purchase with a take-out buyer provided that the Town’s transfer fee is paid and such purchaser takes subject to and assumes all of the obligations of MG3 under this Agreement, (ii) MG3 may transfer each Phase to a related entity at any time without payment of SWR’s transfer fee and (iii) transfers of noncontrolling interests in MG3 or any affiliate that takes title to the Property that do not exceed fifty percent (50%) or more of the overall beneficial interest in such entity shall not require SWR’s prior approval nor payment of SWR’s transfer fee. To the extent a buyer of any Phase of the Project actually occupies such Phase as an “owner-occupier” (an “Owner-Occupier”), such Owner-Occupier may satisfy the requirement to pay SWR the Profit Share by timely paying an amount equal to the Profit Share for the applicable portion of such Phase estimated based upon similarly situated properties within a ten (10) mile radius of the Property taking into account such factors as (without limitation) permitted use, rentable square footage and building age. To the extent SWR and the Owner-Occupier cannot agree upon such amount within thirty (30) days, the basis for calculation of the Profit Share with respect to the applicable portion of such Phase shall be determined as follows: SWR and the Owner-Occupier shall each, at their own expense, hire an independent real estate broker with at least five years’ experience with industrial properties within a ten mile radius of the Property to provide an estimate of market net rental income for the applicable portion of such Phase based on the factors above and, if such estimates vary by five percent or less, then the lower of such estimates shall serve as the basis to calculate the Profit Share with respect to the applicable portion of such Phase. If such estimates vary by more than five percent, then the brokers hired by SWR and the Owner-Occupier shall select a third independent broker (the cost thereof to be split evenly by SWR and the Owner-Occupier) to provide an estimate of market net rental income for the applicable portion of such Phase which shall be averaged together with the lower of the estimates provided by the brokers hired by SWR and the Owner-Occupier and such average shall serve as the basis to calculate the Profit Share with respect to the applicable portion of such Phase occupied by the Owner-Occupier.”

iii. ROFO. The sixth (6th) paragraph of Article 1 of the Profit Sharing Agreement is deleted in its entirety and replaced with the following:

“Commencing on the ten (10) year anniversary of Substantial Completion of each Phase of the Project, prior to soliciting offers for the purchase and sale with respect to such applicable Phase on the open market, MG3 shall deliver a written notice (a “Notice of Solicitation”) to SWR setting forth the material deal terms upon which BBX intends to go to market with. Within fifteen (15) days after the giving of the Notice of Solicitation (the

“Offer Period”), SWR may make an offer to purchase the applicable Phase by delivering written notice to MG3 (an “Offer Notice”) which sets forth the purchase price, earnest money deposit, due diligence period, allocation of closing costs, closing date, and other terms of such proposed purchase. MG3 may accept SWR’s purchase offer (it being agreed that MG3 shall be deemed to have rejected the offer if it fails to accept the Offer Notice in writing within ten (10) days after receipt thereof), by delivering written notice thereof to SWR (a “Offer Acceptance Notice”). If MG3 rejects (or is deemed to have rejected) the offer contained in the Offer Notice or SWR shall fail to deliver an Offer Notice within the Offer Period (in which event SWR shall be deemed to have declined its right to do so), MG3 shall have the full power and authority to solicit and accept proposals for the purchase of the applicable Phase on the open market; provided, however, any acceptance of a proposal for the purchase of a Phase by MG3 shall be on substantially more favorable overall economic terms than as set forth in the Offer Notice but in no event less than ninety percent (90%) of the purchase price set forth in the Notice of Solicitation (the “Sale Requirements”); provided, further, however, that SWR shall have no right to object to the terms of any proposal for the purchase of a Phase accepted by MG3 for any reason other than failure to comply with the Sale Requirements. In the event SWR fails to purchase any Phase of the Project pursuant to this paragraph (other than due to a default by SWR), MG3 shall pay an amount equal to three percent (3%) of the purchase price actually received by MG3 in connection with the sale of such Phase at the applicable closing. The rights and obligations contained in this paragraph shall be continuing in nature, and shall run with the land and be binding on the successors and/or assigns of the parties hereto, except that this paragraph shall not apply to any foreclosure of a first-priority mortgage lien against the Subject Property or a deed in lieu thereof.”

iv. Construction Schedule. Section 2.2(c) of the Profit Sharing Agreement is deleted in its entirety and replaced with the following:

“Developer shall begin vertical/ground up construction, and shall Substantially complete, each Phase of the Project based on the following schedule:

Phase	Commencement of Vertical/Ground Up Construction	Substantial Completion
1	Within 6 months after MG3 acquires fee simple title to the Subject Property from SWR and obtains site plan approval and a building permit for Phase 1 of the Project (“ <u>Phase 1 Commencement Date</u> ”).	Within 12 months after Phase 1 Commencement Date (“ <u>Phase 1 Substantial Completion Date</u> ”)
2	Within 12 months after Phase 1 Substantial Completion Date (“ <u>Phase 2 Commencement Date</u> ”)	Within 12 months after Phase 2 Commencement Date (“ <u>Phase 2 Substantial Completion Date</u> ”)
3	Within 12 months after Phase 2 Substantial Completion Date	Within 12 months after Phase 3 Commencement Date

(“Phase 3 Commencement
Date”)

(“Phase 3 Substantial
Completion Date”)

Should MG3, or any successors or assigns, fail to Substantially Complete any Phase of the Project within the applicable time period set forth above, MG3 shall pay liquidated damages to SWR commencing on, as applicable, the month immediately following the Phase 1 Substantial Completion Date, the Phase 2 Substantial Completion Date, or the Phase 3 Substantial Completion Date, in the amount of funds that SWR would have been entitled to if the applicable Phase of the Project was fully complete and said structures thereupon fully occupied, including but not limited to SWR’s share of ad valorem taxes and assessments, and the Profit Share.”

v. Certain Remedies. Section 8.2(B) of the Profit Sharing Agreement is deleted in its entirety and replaced with the following:

“(B) (i) If the Event of Default is the failure of MG3 to have commenced vertical/ground up construction of any Phase of the Project in accordance with the construction schedule contained in Section 2.2(c) of this Agreement (subject to force majeure), SWR may, with respect to the applicable Phase of the Project, treat this Agreement as terminated and repurchase the applicable Phase of the Project for one-third (1/3rd) of the amount paid, or (ii) if the Event of Default is the failure of MG3 to have timely achieved Substantial Completion of any Phase of the Project in accordance with the construction schedule contained in Section 2.2(c) of this Agreement (subject to force majeure), SWR may record a lien against the applicable Phase of the Project (which lien shall include the power to foreclose) to secure repayment of the liquidated damages SWR is entitled to pursuant to Section 2.2(c) of this Agreement which lien will be subject and subordinate to any then current or future first mortgage lien encumbering the Subject Property.”

b. Financial Reporting Requirements. Notwithstanding anything contained in Section 1.02 of the Profit Sharing Agreement to the contrary, MG3 shall only be required to provide a copy of its tax return to the extent it files its own separate tax return. If MG3 files a consolidated tax return with any affiliated entities, MG3 shall not be required to provide a copy of its tax return, but shall instead provide an audited financial statement reflecting only the financials of the Subject Property.

c. Land. Section 2.1 of the Profit Sharing Agreement is hereby deleted in its entirety and replaced with the following:

“Section 2.1 Land.

The Project shall be constructed on the Subject Property which is currently a vacant site with no readily available water or sewer utilities upon said land. The Subject Property also contains some wetlands. SWR agrees that any and all impacts to those wetlands shall be fully mitigated off-site on certain public land owned by SWR and located at Frontier Park, at MG3’s sole cost and expense, pursuant to the terms and conditions of the final non-appealable Environmental Resources Permit issued by the South Florida Water Management District and all referenced and related final non-appealable permits or approvals issued by local, state and federal authorities (collectively, the “ERP Permit”), up to and including the construction, certification and conversion to the “Operation and Maintenance” phase, as that term is defined in Chapter 62-330.310, F.A.C. (referred to hereafter as “O&M”). SWR and MG3 will serve as co-applicants on the ERP Permit and SWR shall provide MG3 access to said public land to conduct any and all work associated with, or required by, the ERP Permit. All of MG3’s obligations related to the wetland mitigation requirements associated

with construction of the Project on the Subject Property, whether local, state, or federal, shall be satisfied once the surface water management system and mitigation features, set forth in the ERP Permit, have been converted to the O&M phase, and a Time Zero Report for the mitigation on the public land has been submitted to the appropriate regulatory agency. Once MG3's initial mitigation work is complete, SWR shall thereafter be solely responsible for all subsequent maintenance, monitoring, or other ongoing obligations related to wetland mitigation set forth in the ERP. In addition, MG3 shall cause the design and the construction of a two (2) lane public road on Southwest 202nd Avenue from the Subject Property south to the existing pavement constituting Southwest 202nd to Sheridan Street; provide, however, that MG3 shall not be required to design, construct and/or pay for any other off-site improvements.”

d. Insurance. Notwithstanding anything contained in Section 6 of the Profit Sharing Agreement to the contrary, all rights of SWR to receive insurance proceeds shall be subject to the rights of any institutional lender with a first-priority mortgage lien against the Subject Property, and SWR shall only be entitled to receive insurance proceeds as and to the extent provided in Section 6 of the Profit Sharing Agreement in the event of a total loss casualty event with respect to any Phase which BBX does not elect to reconstruct.

4. Except as modified hereby, the Purchase Agreement and the Profit Sharing Agreement are and shall remain in full force and effect in accordance with their respective terms. In the event of any conflict between the terms and provisions of the Purchase Agreement or the Profit Sharing Agreement and this Amendment, the terms and provisions of this Amendment shall control and supersede such conflicting provisions.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Execution and delivery of this Amendment by facsimile or email shall be good and valid execution and delivery for all purposes.

(Remainder of Page Intentionally Left Blank – Signatures Appear on the Following Pages)

[Signature Page to Second Amendment to Purchase and Sale Agreement & Profit Sharing Agreement]

IN WITNESS WHEREOF, BBX and SWR have executed this Agreement under seal as of the date first above written.

BBX:

BBX LOGISTICS PROPERTIES LLC, a Florida limited liability company

By: _____
Name: Mark G. Levy
Title: President

SWR:

TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida

By: _____
Name: Steve Breitkreuz
Title: Mayor

ATTEST: _____
Russell Muniz, Assistant Town
Administrator / Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, Town Attorney

Exhibit "A"

Site Plan

DRAFT

This page
intentionally left blank



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 8/24/2023
SUBJECT: Water Agreement: 5353 Hancock Road

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

5353 Hancock Road LLC ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 5353 Hancock Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 5353 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that

they shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	8/17/2023	Resolution
Agreement	8/2/2023	Agreement

RESOLUTION NO. 2023 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 5353 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 5353 Hancock Road LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Sunrise, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Sunrise, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections, and that the installation will be performed in accordance with the Town's specifications.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AS FOLLOWS:

Section 1: Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 5353 Hancock Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town. A Town permit shall be obtained for the installation, which shall be constructed in accordance with the Town's specifications.

Section 3. A certified copy of this Resolution shall be provided to the City of Sunrise.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2023 on a motion by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2376.01

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ 5353 Hancock Rd, LLC
(NAME OF OWNER)

LOCATION: 5353 Hancock Road, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 25 day of July, 2023, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and 5353 Hancock Road, LLC, an individual with a property address of 5353 Hancock Road, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from the City of Sunrise for the PROPERTY; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water services for the PROPERTY; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of TOWN and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

PART II. - MUTUAL COVENANTS

A. TOWN NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

TOWN shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY or water service lines within granted easements to utility provider pursuant to this Agreement.

B. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Town Council Meeting at which it was approved.

C. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition.

Service shall not commence on OWNER'S PROPERTY without the explicit written consent of the Town.

D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

E. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by OWNER among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water systems upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water systems shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART III - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE OWNER
5353 Hancock Road, LLC.
5353 Hancock Road
Southwest Ranches, FL 33330

FOR THE TOWN OF SOUTHWEST RANCHES

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART IV - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

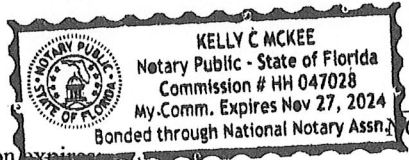
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Silvia Caraballo to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and

acknowledged to and before me that Silvia Caraballo executed said instrument for the purposes therein expressed.

20 23. WITNESS my hand and official seal, this 25 day of July.



Kelly C. McKee
NOTARY PUBLIC STATE OF FLORIDA

My commission expires 11/27/24

OWNER

BY: [Signature]

DATE: 7/25/23

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

20 _____. WITNESS my hand and official seal, this _____ day of _____.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____

MAYOR

TOWN CLERK

DATE: _____

Approved as to legal form:

TOWN ATTORNEY

This page
intentionally left blank

**EXECUTIVE SESSION MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 7:00 PM

June 29, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Council Member David Kuczenski

Executive Session of the Town Council of Southwest Ranches was held in the Grand Oaks Conference Room located at Town Hall. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. A transcriptionist was on hand to make a detailed transcription of the events of the meeting. A copy of the transcript will be available at the conclusion of the cases.

Pursuant to Section 286.011(8), Florida Statutes, the Town Council met in a Closed Attorney/Client Executive Session to discuss strategy and/or strategy relating to pending litigation in the following cases:

1. **Town of Southwest Ranches v. City of Pembroke Pines**
Case: CACE 12-028819 (25)

2. **Adjournment**

Meeting was adjourned at 7:09 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 24th day of August, 2023.

Steve Breitkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF

OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

DRAFT

SPECIAL MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 29, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Council Member David S. Kuczenski

The Special Meeting of the Town Council of Southwest Ranches was held in the Grand Oaks Conference Room located at Town Hall. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:14 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Attorney Poliakoff stated the nature of the meeting was to discuss the mediated settlement agreement that resulted from a mediation session held between the Town, the City of Pembroke Pines, and Certified Mediator Jamie Cole. He advised that this meeting was also noticed so that any other matters could be discussed as well.

He advised that in the Morales vs. Town of Southwest Ranches case, Mr. Morales has accepted the settlement agreement. As part of that settlement agreement, he will pay the Town approximately \$60,000 before October 1, 2023. He summarized the case and why the judge reduced the Town's fines in this case. The Judge opined that if the Town cites someone then they must allow them to cure the violation. In this case, because of the Town's policy that does not allow the issuance of a permit when there is an open violation, Mr. Morales was prevented from correcting the violation and therefore continued to accrue fines.

Town Attorney Poliakoff expressed that the home-based business regulations cases create the biggest issues for the Town. He referred to the John Steven Garate dog boarding case where the Town agreed that he could use a portion of his house to board dogs and a specification of 35 square feet per dog was used to calculate the number of dogs he could kennel. He felt that the Town Council should establish a prescribed standard square footage per dog for these types of uses.

Related to the Pembroke Pines case, Town Attorney Poliakoff stated that the Town lost a very important case and while he still disagrees with the jury's verdict there were some positive things that resulted from this action. First, the Town was able to secure the former CCA property which it is now in the midst of developing via a Public-Private Partnership (P3) agreement. Secondly, the Town received a District Court of Appeals opinion that states that Pembroke Pines must provide Water and Sewer to the subject property and any other properties in the Town so long as Pembroke Pines has capacity. Third, it prevented the de-annexation of the Bergeron property and annexation into Pembroke Pines. Fourth, it resulted in Pembroke Pines building a road for the Franklin Academy campus to connect to Griffin Road and not try to work with the Town on

right-of-way that existed and then excluded our residents access by building gates to prevent usage by Town residents. When the case ended Pines filed a motion with the Court seeking just over \$800K in legal fees. They reported to the newspaper that the Town was going to be responsible to pay Pines \$2 million in legal fees. The Town's billing consultant experts concluded that there was an issue with the amount demanded because there were two separate legal cases. One case, regarding the provision of water and sewer had a legal fees provision, and the other case concerning Pines interference, did not. The expert concluded that Pines had comingled billing on both cases when they were only eligible to recoup fees on one. He stated that prior court decisions would split the fees in half under similar circumstances. As such, the Town's exposure should have been approximately \$400K, but the expert estimated the cost to be approximately \$350K because Sam Goren, City Attorney for Pines appeared to have been double billing. Town Attorney Poliakoff further advised that in a recent discussion with Town Administrator Berns, Pines City Manager Charles Dodge expressed that the Town should expect to be presented with a demand in the area of \$900K to \$1 million for legal fees. Town Attorney Poliakoff reminded that they had only asked for \$800K in court. At the onset of the mediation Pines indicated they were seeking in excess of \$900K and as a result of the mediation process resulted in an offer to settle of \$725K under the condition that the Town Administrator and the Town Attorney recommend the settlement.

Mayor Breitkreuz asked why the cost had increased from \$800K to \$900K. Town Attorney Poliakoff stated that Pines' position was that they had spent an additional \$100K trying to collect the original \$800K.

Town Attorney Poliakoff explained that he, Town Administrator Berns and Assistant Town Administrator Muñiz had a scheduled meeting with representatives from BBX the following day and they were fully prepared to move forward with consummating the Town's P3 agreement for the development of the former CCA site. He stated that this was relevant because the closing of that deal will offset the cost of the of the attorney's fee award to Pines. In addition, the Town prevailed in the gate case against Pines. He advised that since the Town prevailed, the Town has heard from several Pines residents who expressed disappointment with their Commission's actions and wished for the gate to remain closed. He offered that the Town could potentially counter the mediated settlement amount in exchange for allowing Pines to keep the gate closed during the Franklin Academy school pickup and drop off hours to all Town and Pines residents.

Council Member Jablonski suggested an alternate settlement offer, suggesting that we offer the gate closure and \$200K. Town Attorney Poliakoff suggested that this could be a counter-offer or fall-back position.

Town Attorney Poliakoff acknowledged that this was not an ideal situation for the Town to be in but wanted to be done with this case. Mayor Breitkreuz also expressed his desire to settle this issue and felt that this ongoing battle has cost the Town the ability to work with Pines on other opportunities. He felt that the time to get past this is now. He was comfortable with either of the proposals.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members, Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE MEDIATED SETTLEMENT AGREEMENT WITH A COUNTER-OFFER TO ALLOW FOR THE GATE AT SW 207TH AVENUE TO REMAIN CLOSED DURING SCHOOL HOURS IN LIEU OF PAYING PINES' ATTORNEY FEES.

Town Administrator Berns also wished to discuss the legal fees concerning the John Steven Garate case. He advised that he had met with Mr. Garate who advised that the Town was moving forward with a foreclosure action on his home. Town Administrator Berns reminded the Town Council that Mr. Garate had been offered a 30% reduction initially with the condition that he sign a Non-Disparagement Clause as part of the settlement agreement which he refused. While Mr. Garate acknowledged that he had lost his legal case against the Town and the court ordered that he pay the code enforcement fine amount of \$32,100, he indicated that the Town Attorney had failed to ask for legal fees appropriately until the very last phase of the process. Mr. Garate sought consideration to only be required to pay the code case amount and the initial legal fees in the amount of \$1,500 for a total of approximately \$33,600 which was less than the 30% reduction that was originally offered to him, which he refused. At this point the amount owed to the Town is \$32,100 for the code case + \$31,465 in legal fees for a total of \$63,565. Town Attorney Poliakoff explained that the \$31,465 in legal fees is made of two different tranches of money, one for the Circuit Court and one for the Appellate Court. He advised that Mr. Garate believes that the fees for the Circuit Court are not owed, but they are diminimus anyway, the Appellate Court costs are owed. After further discussion the following motion was made.

The following motion was made by Vice Mayor Allbritton, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE AN OFFER TO SETTLE THE MATTER FOR THE TOTAL CODE CASE FEES OF \$32,100 + THE TOTAL LEGAL FEES ASSOCIATED WITH THE APPELLATE COURT CASE LESS A 10% DISCOUNT CONDITIONED UPON THE SIGNING OF A NON-DISCLOSURE AGREEMENT WITH A NON- DISPARAGEMENT CLAUSE.

Town Attorney Poliakoff also provided an update on the following legal matters. He advised that Robert Kubot had filed suit against the Town. Town Administrator Berns advised that Mr. Kubot lives in District 3 and was required to build the roadway to his house and never did it. He was remanded to the Code process to induce him to build the road.

Town Attorney Poliakoff also provided an update on the Bruno Happy Dogs code case and felt it was likely that would be heading to litigation as well. Mayor Breitkreuz also asked about the Vidal case in Rolling Oaks regarding the landscaping business. Town Attorney Poliakoff indicated that could also end in litigation.

The Town Council discussed general code enforcement matters in Town and felt that perhaps the Town's Code Enforcement policy could become "proactive" on a wider variety of issues than it currently is. Mayor Breitreuz felt that whatever Code Enforcement policy changes the Council makes must be enforceable. If not, it's ineffective and feeds the sentiment that neighbors are being pitted against neighbors. Town Administrator Berns advised that he was currently working with Code Enforcement on developing a list of additional "proactive" code enforcement items that he would bring to Council for their consideration in August.

Town Council discussion then turned to social media and criticism and slanderous statements made against the Town Council and staff.

Lastly, the Town Council discussed the pending public safety agreement with the Town of Davie. Council Member Jablonski and Mayor Breitreuz discussed the various payment options over the ten years. After lengthy discussion on the payments options and the future public safety building, the Town Council agreed that this would be decided at the August 10, 2023 Town Council Meeting.

Adjournment

Meeting was adjourned at 8:45 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 24th day of August, 2023

Steve Breitreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.