

RESOLUTION NO. 2009 – 048

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT FOR CONSTRUCTION OF OFFSITE IMPROVEMENTS AS PART OF COUNTY ROAD PROJECT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES RELATING TO GRIFFIN ROAD ACCESS FOR THE SOUTHWEST MEADOWS SANCTUARY PLAT; AUTHORIZING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches ("Town") has undertaken platting of approximately 25 acres of the parcel of land owned by the Town located at the southwest corner of Griffin Road and Dykes Road, which site shall be known as the Southwest Meadows Sanctuary Plat and shall include a park, public safety facility and town hall site (the "Plat"); and

WHEREAS, as a condition of approval of the Plat, it is necessary for the Town and Broward County to enter into an Agreement For Construction of Offsite Improvements as Part of County Road Project relating Griffin Road access to the Southwest Meadows Sanctuary Plat, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", (the "Agreement"); and

WHEREAS, the County Road Project referenced in the Agreement is for the improvements on Griffin Road (the "Griffin Road Project"), deemed necessary to satisfy the conditions of Plat approval related to the Griffin Road access; and

WHEREAS, the Agreement requires that the Town pay Broward County the sum of \$138,858.12, which represents the Town's costs in connection with the Griffin Road access for the Plat to be included in the County's current Griffin Road Project; and

WHEREAS, the amount of \$138,858.12 for the Town's share of the Griffin Road Project has been budgeted in the Town's Capital Improvement Fund under the public safety facility; and

WHEREAS, the Town Council deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to approve the Agreement and to ensure its funding as indicated herein.

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

Section 1. The foregoing "Whereas" clauses are confirmed and ratified as being true and correct, and are incorporated herein by this reference.

Section 2. The Town Council of the Town of Southwest Ranches hereby approves the Agreement between Broward County and the Town of Southwest Ranches, which is attached hereto as **Exhibit "A"** and incorporated herein.

Section 3. The appropriate Town officials are hereby authorized to execute the Agreement, and the Town Administrator and Town Attorney are authorized to make any non material revisions to the Agreement as may be acceptable to the Town Administrator and approved as to form and legality by the Town Attorney, consistent with the intent of this Resolution.

Section 4. The Town of Southwest Ranches hereby agrees to be bound by the covenants and requirements of the aforementioned Agreement and comply with all provisions therein. The Town Council further authorizes the payment of \$138,858.12 to Broward County, which said amount represents the Town's proportionate share of the cost of the Griffin Road Project.

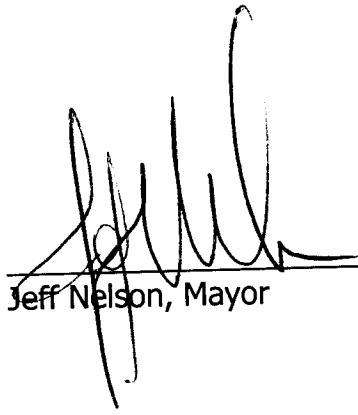
Section 5. The Agreement shall be recorded by the Town in the public Records of Broward County, Florida.

Section 6. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 2nd day of April, 2009, on a motion by Council Member Doug McKay and seconded by Council Member Aster Knight.

Nelson	<u>Y</u>	Ayes	<u>5</u>
Breitkreuz	<u>Y</u>	Nays	<u>0</u>
Fisikelli	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
McKay	<u>Y</u>		

[SIGNATURES ON FOLLOWING PAGE]



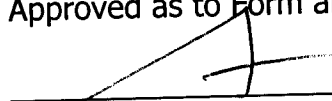
Jeff Nelson, Mayor

Attest:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

FTL_DB: 1180735_1

Return recorded copy to:

Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

Carol Capri Kalliche, Attorney at Law
Becker & Pollakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

**AGREEMENT FOR CONSTRUCTION OF OFFSITE IMPROVEMENTS
AS PART OF COUNTY ROAD PROJECT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY";

AND

The Town of Southwest Ranches, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, the COUNTY has undertaken to improve and widen Griffin Road as part of the capital improvement program, hereinafter referred to as "Road Project"; and

WHEREAS, TOWN's Project, known as "Southwest Meadows Sanctuary Plat", Development Management Division File No. 028-MP-08, hereinafter referred to as the "Property," a legal description of which is attached hereto as Exhibit "A" and made a part hereof"; and

WHEREAS, the Property is adjacent to the Road Project and will be served by the ultimate roadway to be constructed; and

WHEREAS, the TOWN anticipates developing the Property in the future; and

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Rev. 9/25/07

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Exhibit "A"

WHEREAS, development of the Property is subject to Chapter 5, Article IX, of the Broward County Code of Ordinances which will require the TOWN to construct offsite improvements necessary to provide safe and adequate access to the Property; and

WHEREAS, COUNTY has determined that TOWN may satisfy its access obligation by installing certain offsite road improvements, hereinafter referred to as "Improvements," set forth Exhibit "B," attached hereto and made a part hereof; and

WHEREAS, COUNTY and TOWN conceptually agree that the Improvements may be efficiently constructed as part of the Road Project; and

WHEREAS, the TOWN is willing to reimburse the COUNTY for the costs of the construction of the Improvements; and

WHEREAS, the Highway Construction and Engineering Division has estimated the cost of installing the improvements based upon standard unit prices which are anticipated to be contained in the construction contract for the Road Project or unit prices and specifications which are contained within the construction contract for the Road Project; and

WHEREAS, the COUNTY is willing to include the Improvements as part of the Road Project; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, COUNTY and TOWN agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. TOWN shall deliver to COUNTY a cashier's check in the amount of One Hundred Thirty Eight Thousand Eight Hundred Fifty Eight 12/100 Dollars (\$138,858.12), such sum representing the estimated cost of including the Improvements in the Road Project based upon the itemized list of materials and quantities set forth in Exhibit "C."
3. Upon receipt of payment provided under paragraph 2, COUNTY shall take all necessary measures to include the Improvements as set forth in Exhibit "B" in the design contract for the Road Project, and shall cause the Improvements to be constructed as part of the construction contract for the Road Project.
4. COUNTY agrees that TOWN's payment under paragraph 2 satisfies the conditions of the development order approval that requires installation of the Improvements.
5. In the event that the actual cost to COUNTY to install the Improvements is not equal to the payment required under paragraph 2, the parties understand and agree that

no refund shall be made to TOWN, nor shall any additional sums be required to be paid to COUNTY by TOWN.

6. In the event the COUNTY determines that it is unable to design the Improvements or a portion of the Improvements following sound engineering principles or practices, or construction is impeded in some manner, then COUNTY, at its sole discretion, may elect not to construct any portion of the Improvements. In that event, COUNTY shall refund to TOWN that portion of the payments directly attributable to the Improvements which are not constructed by the COUNTY. Upon refunding such payments, neither the TOWN nor the COUNTY shall have any further obligations under this Agreement with respect to the Improvements which are not constructed by the COUNTY. It is expressly understood that under no circumstances shall the TOWN be entitled to any refund based upon changes in the development intensity proposed for the Property.
7. **NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the TOWN:

TOWN OF SOUTHWEST RANCHES
6589 S.W. 160th Avenue
Southwest Ranches, FL 33331

8. **RECORDATION.** TOWN agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.
9. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

10. **CHANGES TO FORM AGREEMENT.** TOWN represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
11. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
12. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
13. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
14. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances, and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
15. **ASSIGNMENT AND ASSUMPTION.** TOWN may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the Property described in Exhibit "A." TOWN agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
16. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and TOWN.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and TOWN, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

____ day of _____, 20__

TOWN

TOWN OF SOUTHWEST RANCHES

ATTEST:

By 
Jeff Nelson, Mayor

Dated this 29th day of April, 2009


Susan A. Owens, CMC, Town Clerk

By 
Town Administrator

Dated this 30 day of April, 2009

APPROVED AS TO FORM:

By 
Gary A. Pollakoff, Town Attorney

EXHIBIT "A"

THOSE PORTIONS OF TRACTS 52, 53, 54 AND 55 OF THE S.E. 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 29, THENCE RUN NORTH 01°38'10" WEST (BASIS OF BEARINGS) 331.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29, TO AN INTERSECTION WITH THE SOUTH LINE OF TRACT 55 ACCORDING TO SAID PLAT; THENCE RUN SOUTH 89°41'58" WEST 53.01 FEET ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD) AS DESCRIBED ON THE INSTRUMENTS FILED IN OFFICIAL RECORDS BOOK 3339 AT PAGE 587 AND OFFICIAL RECORDS BOOK 28079 AT PAGE 143 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'58" WEST ALONG SAID SOUTH LINE OF TRACT 55 1239.34 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE, AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 5228 AT PAGES 828 THROUGH 836 INCLUSIVE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 01°38'38" WEST 496.28 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF TRACT 54 ACCORDING TO SAID PLAT; THENCE RUN NORTH 89°40'38" EAST 831.08 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54; THENCE RUN NORTH 01°37'24" WEST 185.50 FEET ALONG THE EAST LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54 TO AN INTERSECTION WITH THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54; THENCE RUN SOUTH 89°40'13" WEST 831.02 FEET ALONG THE NORTH LINE OF SAID TRACT 54 TO AN INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE; THENCE RUN NORTH 01°36'38" WEST 297.51 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PERPETUAL ROADWAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 43°19'03" EAST 35.31 FEET ALONG SAID SOUTH LINE; THENCE RUN NORTH 88°14'44" EAST 1166.63 FEET ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THAT CERTAIN RIGHT-OF-WAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO AN INTERSECTION WITH A LINE 100 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN SOUTH 01°38'10" EAST 20.94 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTH LINE OF TRACT 53 ACCORDING TO SAID PLAT; THENCE RUN NORTH 89°39'18" EAST 17.01 FEET ALONG SAID NORTH LINE TO AN INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD) AS DESCRIBED ON SAID INSTRUMENTS FILED IN OFFICIAL RECORDS BOOK 3339 AT PAGE 587 AND OFFICIAL RECORDS BOOK 28079 AT PAGE 143 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 03°38'11" EAST 859.38 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION; THENCE RUN SOUTH 01°38'10" EAST 135.30 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 23.712 ACRES MORE OR LESS.

EXHIBIT "B"

IMPROVEMENTS

TURN LANE IMPROVEMENTS

Staff Recommendation 9 - An eastbound right turn lane on Griffin Road at the 100-foot opening with 150 feet of storage* and 100 feet of transition.

Staff Recommendation 10 - A westbound left turn lane on Griffin Road at the 100-foot opening with 200 feet of storage# and 100 feet of transition.

Staff Recommendation 11 - An eastbound u-turn lane on Griffin Road at the 100-foot opening with 100 feet of storage# and 100 feet of transition.

COMMUNICATION CONDUIT/INTERCONNECT

Staff Recommendation 14 - The TOWN shall be responsible for the cost of relocating or replacing existing communication conduit/interconnect on Griffin Road. Three copies of a Communication Conduit/Interconnect Plan, including a cost estimate shall be provided to the Traffic Engineering Division. All easements necessary for relocation and maintenance of the conduit must be shown. No security amounts will be approved without an approved Communication Conduit/Interconnect Plan. No securities shall be released without field inspection and final approval of all materials, installations and locations by the Traffic Engineering Division.

PAVEMENT MARKINGS AND SIGNS

Staff Recommendation 16 - Three copies of a Pavement Marking and Signing Plan including a cost estimate shall be provided to the Traffic Engineering Division. All pavement markings shall be thermoplastic. Pavement markings and signing materials shall be fully reflectorized with high intensity materials. No security shall be released without field inspection and final approval by the Traffic Engineering Division all materials, installations and locations.

EXHIBIT "C"

ITEMIZED LIST OF MATERIALS AND QUANTITIES

Cost Estimate for Turn Lane at Griffin Road- Project No. 8087A							
Description	Item #	Unit	Quantity	Contract Price	Amount	Remarks	
12' Reinforced Type B	120-9	LS	1741	\$3.00	\$5,223.00		
12' Unreinforced Base	285-712	SY	1741	\$16.00	\$27,856.00		
Type III AC90 3/4"	531-72-9	SY	1741	\$4.50	\$7,834.50		
Type III AC90 1-1/4"	531-72-12	SY	1741	\$5.70	\$9,984.70		
Concrete Green	400-1-1	CY	4	\$450.00	\$1,800.00		
Inst	428-1-521	EA	3	\$8,428.00	\$25,284.00		
Inst	428-1-541	EA	3	70,388.00	\$211,164.00		
Inst	428-1-591	EA	1	\$4,084.00	\$4,084.00		
18" RCP	430-11-323	LF	34	\$47.00	\$1,598.00		
36" RCP	430-11-358	LF	179	\$88.00	\$15,772.00		
Type F	520-1-10	LF	811	\$19.24	\$15,603.76		
Concrete Traffic Sign	920-5-41	LF	200	\$34.00	\$6,800.00		
Reset Guardrail	538-1	LF	80	\$20.00	\$1,600.00		
Conduit 2"	630-1-12	LF	569	\$6.40	\$3,641.60		
#14 Pile Wire	630-9-12	LF	399	\$0.90	\$358.10		
Full Box	630-1-11	EA	3	\$366.00	\$1,098.00		
Open Joint	429-11	EA	3	\$618.00	\$1,854.00		
Remove Road Curb	110-4A	LF	283	\$6.00	\$1,698.00		
Remove Road Pavement	110-4	SY	136	\$9.20	\$1,251.20		
Sign	700-11	EA	2	\$128.00	\$256.00		
Sign	700-40-7B	EA	1	\$220.00	\$220.00		
Sign	700-40-1E	EA	1	\$220.00	\$220.00		
Sign	700-40-1J	EA	1	\$220.00	\$220.00		
Sign Retention	700-40	EA	2	\$77.00	\$154.00		
WPA	700-1-12A	EA	36	\$4.40	\$158.40		
WPA	700-1-12B	EA	33	\$6.60	\$217.80		
2'-0" Sign	711-51B	LF	250	\$0.90	\$225.00		
10-A Sign	711-52	EA	200	\$0.66	\$132.00		
Directional Arrow	711-4	EA	2	\$94.00	\$188.00		
8" White	711-35-61	NA	20	\$3,000.00	\$60,000.00		
6" Yellow	711-35-61	NA	10	\$3,000.00	\$30,000.00		
18" White	711-35-28	LF	84	\$1.66	\$139.44		
18" Yellow	711-35-28	LF	28	\$3.20	\$89.60		
TOTAL RAW COST -A					\$	122,787.33	
TOTAL (BID) CONTRACT AMOUNT -B					\$	120,452.25	
					\$	2,335,084.41	
					A/B * C	\$	120,452.25

Item No.	Description	Unit	Quantity	Contract Price	Amount	
	Mobilization	LS	1	\$340,000.00	\$340,000.00	
	Maintenance of Traffic	LS	1	\$280,000.00	\$280,000.00	
	Performance/Payment	LS	1	\$100,000.00	\$100,000.00	
	Insurance	LS	1	\$169,000.00	\$169,000.00	
SUBTOTAL - D					\$	889,000.00
C * D =					\$	16,980.27

TOTAL COST OF TURN LANE = Raw Cost + Pre-rated Cost of Mobilization, Maintenance of Traffic, Performance and Payment Bond and Insurance = \$16,980.27 + \$122,567.05 = \$139,547.32

* The above figure does not include costs of excavation, subsoil excavation or embankment utilized to construct the turn lane at STA. 238 + 00

