



Southwest Ranches Town Council

REGULAR MEETING
Agenda of April 11, 2024

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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**

Presentations

- 3. Proclamation - Mayor's Monarch Pledge Day**
- 4. Proclamation - Sikh Awareness and Appreciation Month - April 2024**
- 5. Presentation - 2024 Unity in Diversity 5K Run/Walk - Sikh Youth Association**
- 6. Presentation - CPZ - Southwest Meadows Restroom Facility Update**
- 7. 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.

- 8. Board Reports**
- 9. Council Member Comments**
- 10. Legal Comments**
- 11. Administration Comments**

Ordinance - 1st Reading

- 12. AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES AND ORDINANCE**

NO. 2014-003 TO SPECIFY THE ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ISSOULAIMANI MANAGEMENT LLC, D/B/A SOUTHEAST FLORIDA SKYHAWKS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

15. 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
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 4/11/2024
SUBJECT: Proclamation - Mayors Monarch Pledge 2024

Recommendation

This proclamation is offered to encourage citizens to participate in community activities that support and celebrate monarch butterfly habitat conservation

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

The monarch butterfly is an iconic North American species whose populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent.

Southwest Ranches recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife.

Every resident can make a difference, so the Town has committed to participating in habitat conservation efforts to raise awareness, educate the public and engage the community in conservation efforts.

Fiscal Impact/Analysis

None

Staff Contact:

December Lauretano-Haines

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	4/1/2024	Presentation

WHEREAS The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS Southwest Ranches recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS Cities, towns and counties have a critical role to play to help save the monarch butterfly, and Southwest Ranches is striving to become a leader; and

WHEREAS On March 30, 2024, Mayor Steve Breitkreuz signed the National Wildlife Federation's Mayors' Monarch Pledge and have committed to taking meaningful action to protect the monarch butterfly; and

WHEREAS Every resident of Southwest Ranches can make a difference for the monarch by planting and encouraging the growth of native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, Southwest Ranches has committed to participating in habitat conservation efforts, providing habitat for monarchs as they make their annual journeys, raising awareness about the need for monarch butterfly habitat, educating the public and building awareness by engaging the community, maintaining our Community Wildlife Habitat certification; and

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that annually, the fourth Thursday in January shall be recognized as Mayors' Monarch Pledge Day in the Town of Southwest Ranches. Further the Council urges all citizens to participate in community activities that support and celebrate monarch conservation.

Dated this 28th day of April, 2024

Mayor Steve Breitkreuz

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PROCLAMATION

SIKH AWARENESS AND APPRECIATION MONTH

WHEREAS, Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Western Pacific Railroad lines; and

WHEREAS, Sikhism is the fifth-largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikh Americans; and

WHEREAS, Sikh Americans pursue diverse professions, and make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS, Sikh Americans distinguished themselves by fostering respect among all people through faith and service; and

WHEREAS, April 15, 2024, marks the three-year anniversary of the devastating act of deadly violence at the FedEx facility in Indianapolis, and we honor the eight individuals who were murdered, (including four Sikhs), and numerous lives that were forever impacted;

WHEREAS, this year also marks the twelve-year anniversary of the August 5, 2012, mass shooting at the Sikh Temple, Oak Creek, Wisconsin, wherein a gunman murdered six Sikh Americans and permanently injured several; and

WHEREAS, the Town of Southwest Ranches is committed to educating citizens about all religions, the value of religious diversity, tolerance grounded in First Amendment principles, a culture of mutual understanding, and the diminution of violence; and

WHEREAS, today, the town of Southwest Ranches seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW, THEREFORE, BE IT PROCLAIMED the Town Council of Southwest Ranches, on this 11th day of April 2024, does hereby proclaim the month of April 2024 to be **SIKH AWARENESS AND APPRECIATION MONTH**.

Dated this 11th day of April, 2024

STEVE BREITKREUZ, MAYOR

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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/11/2024
SUBJECT: Flood Insurance Rate Maps and New National Flood Insurance Program Requirements

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

FEMA requires communities to participate in the National Flood Insurance Program (NFIP) and adopt Flood Insurance Rate Maps (FIRMs) as prerequisites to flood insurance eligibility for residents. FEMA recently completed work on the new FIRMs for Broward County. On January 31, 2024, FEMA issued the Letter of Final Determination for the revised Flood Insurance Study and FIRMs for Broward County. The letter establishes July 31, 2024, as the deadline to demonstrate the Town's floodplain management ordinance complies with the NFIP requirements and adopt the new FIRMS.

Southwest Ranches is a CRS Class 7 community. A new CRS Class 8 Prerequisite was

announced by FEMA/CRS in 2020. To maintain our CRS Class, the Town must adopt these amendments to the Town's regulations.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Estimate Form	4/5/2024	Executive Summary
Ordinance	4/4/2024	Ordinance
FIRM MAP Panel 510	4/4/2024	Exhibit
FIRM MAP Panel 515	4/4/2024	Exhibit
FIRM MAP Panel 520	4/4/2024	Exhibit
FIRM MAP Panel 530	4/4/2024	Exhibit
FIRM MAP Panel 540	4/4/2024	Exhibit



Town of Southwest Ranches Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

ORDINANCE NO. _____

AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES AND ORDINANCE NO. 2014-003 TO SPECIFY THE ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in {Chapter 125 – County Government or Chapter 166 – Municipalities}, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Southwest Ranches participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 7, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, to satisfy the prerequisite and for Southwest Ranches to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Town of Southwest Ranches determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES that the following floodplain management regulations are hereby amended as set forth in the following amendments, as shown in ~~strikethrough~~ and underline format in Section 1 and Section 2.

SECTION 1. AMENDMENTS. Town of Southwest Ranches Ordinance 2014-003 , approved on May 22, 2014, and its codified Code of Ordinances is hereby amended as follows:

ARTICLE II. FLOOD DAMAGE PREVENTION
DIVISION 1. GENERALLY

Sec. 4-19. Title.

These regulations shall be known as the floodplain management ordinance of the town of Southwest Ranches hereinafter referred to as "this ordinance."
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-20. Scope.

The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-21. Intent.

The purposes of this ordinance and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-22. Coordination with the Florida Building Code.

This ordinance is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-23. Warning.

The degree of flood protection required by this ordinance and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-24. Disclaimer of liability.

This ordinance shall not create liability on the part of Town Council of Southwest Ranches or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-25. General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-26. Areas to which this ordinance applies.

This ordinance shall apply to all flood hazard areas within the Town of Southwest Ranches, as established in section 4-27 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-27. Basis for establishing flood hazard areas.

The Flood Insurance Study for Broward County, Florida and Incorporated Areas dated ~~July 31, 2024~~ ~~August 18, 2014~~, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the town hall located at 13400 Griffin Road, Southwest Ranches, Florida 33330.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-28. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to sections 4-59 through 4-62 of this ordinance the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-29. Other laws.

The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-30. Abrogation and greater restrictions.

This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-31. Interpretation.

In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-32—4-41. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 4-42. Designation.

The town administrator is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-43. General duties and powers of the floodplain administrator.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this ordinance. The floodplain administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to sections 4-78 through 4-85 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-44. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when

compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-45. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this ordinance is required.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-46. Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to sections 4-78 through 4-85 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-47. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-48. Inspections.

The floodplain administrator shall make the required inspections as specified in sections 4-63 through 4-68 of this ordinance for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-49. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 4-45 of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the Florida Building Code and this ordinance to determine that such certifications and documentations are complete; and
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of Southwest Ranches are modified.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-50. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the

Florida Building Code. These records shall be available for public inspection at town hall located at 13400 Griffin Road, Southwest Ranches, Florida 33330 by filing a Public Records Request with the town clerk.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-51. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-52. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-53. Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

- (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-54. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in sections 4-59 through 4-62 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-55. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-56. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not

more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-57. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-58. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District (SFWMD); F.S. § 373.036.
- (2) Central Broward Water Control District (CBWCD), Chapter 61-1969, Laws of Florida;
- (3) South Broward Drainage District (SBDD); Chapter 2011-264, Laws of Florida,
- (4) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.
- (5) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
- (6) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.
- (7) Federal permits and approvals.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-59. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with section 4-60(2) or (3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with section 4-60(1) of this ordinance.

- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-60. Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (b) Specify that the base flood elevation is three (3) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than three (3) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-61. Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 4-62 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 4-62 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-62. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-63. Inspections—General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-64. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-65. Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-66. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 4-60(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-67. Buildings, structures and facilities exempt from the Florida Building Code, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 4-66 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-68. Manufactured homes.

The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the town administrator.

(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-69—4-77. Reserved.

DIVISION 3. VARIANCES AND APPEALS

Sec. 4-78. Variances and appeals, general.

The town council shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to F.S. § 553.73(5), the town council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-79. Appeals.

The town council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of town council may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-80. Limitations on authority to grant variances.

The town council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 4-84 of this ordinance, the conditions of issuance set forth in section 4-85 of this ordinance, and the comments and recommendations of the floodplain administrator and the building official. The town council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-81. Restrictions in floodways.

A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 4-61 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-82. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 ~~11~~ Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-83. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of section 4-81, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-84. Considerations for issuance of variances.

In reviewing requests for variances, the town council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-85. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the town council that:
 - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-86—4-95. Reserved.

DIVISION 4. VIOLATIONS

Sec. 4-96. Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in

conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-97. Authority.

For development that is not within the scope of the Florida Building Code but that is regulated by this ordinance and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-98. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-99. Penalties for violation.

- (1) Violation of the provisions of this section or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a violation of this ordinance and all permits may be withheld until a final determination is made.
- (2) A violation of any provision of this section shall be prosecuted, at the town's sole discretion, in accordance with F.S. ch. 162 or through a court of competent jurisdiction. If a violation is found, the offending party shall be given no more than thirty (30) days to correct the violation and shall be assessed an administrative penalty of not less than two hundred fifty dollars (\$250.00) per day per violation until the violation has been corrected.
- (3) In accordance with section 005-030 in Part III of the Unified Land Development Code, the provisions of this section may also be enforced by the town's law enforcement as a violation of a town ordinance and, as such, shall be punishable in accordance with F.S. § 162.22.
- (4) Nothing contained herein shall prevent the town from taking such other lawful actions as are necessary to prevent or remedy any violation.

(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-100—4-109. Reserved.

DIVISION 5. DEFINITIONS

Sec. 4-110. Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-111. Terms defined in the Florida Building Code.

Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-112. Terms not defined.

Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-113. Definitions.

Accessory structure (appurtenant structure). A structure which is located on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and shall be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this ordinance ~~or a request for a variance.~~

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.]. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Critical facility. Hospitals, nursing homes, medical services facilities, convalescent and assisted living facilities; police stations, fire stations, storage of critical records; government buildings and law enforcement offices; evacuation shelters and emergency operation centers that are needed for flood response activities before, during, or after a flood; and public and private utility (water and wastewater) facilities that are vital to maintaining or restoring normal services to flooded areas before, during, and after a flood; radio/cellular/TV towers; schools and universities; landfills; and structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials. The term includes facilities that are assigned Risk Category III and Risk Category IV pursuant to the Florida Building Code, Building.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before September 27, 2004. [Also defined in FBC, B, Section 1612.2.]

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 27, 2004.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary

and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. (Also defined in FBC, B, Section 1612.2.)

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 ~~11~~ Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eighty-five hundred (8,500) pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest adjacent grade. The lowest natural elevation surface outside the structure and adjacent to the foundation.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 27, 2004 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 27, 2004.~~

Obstruction. Includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01.)

Recreational vehicle. A vehicle, including a park trailer, which is: (see in F.S. § 320.01.)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent (1%) or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V. (Also defined in FBC, B Section 1612.2.)

Start of construction. The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction ~~Permanent construction~~ does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure. (See Instructions and Notes)

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.
(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-114—4-124. Reserved.

DIVISION 6. FLOOD RESISTANT DEVELOPMENT

Sec. 4-125. Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 4-53 of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of sections 4-148 through 4-151 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-126. Specific methods of construction and requirements.

Pursuant to Broward County Administrative Provisions for the Florida Building Code, the following specific methods of construction and requirements apply:

- (1) *Minimum building and structure elevations and site elevations.* For buildings and structures in special flood hazard areas, the minimum elevation requirements in the Florida Building Code shall be at or above the base flood elevation plus one (1) foot. The highest adjacent grade shall be below the lowest floor elevation. To assure adequate site drainage, the lowest adjacent grade at the building site shall be eighteen (18) inches above the 10-year flood elevation or eighteen (18) inches above the crown of the adjacent roadway, whichever is greater. The floodplain administrator may waive the required drainage offset of eighteen (18) inches increase based on submission of supporting analysis and documentation from the engineer of record.
- (2) *Limitations on enclosed areas below elevated buildings.* For buildings in special flood hazard areas, the following limitations apply to enclosed areas below elevated buildings:

- a. Access shall be the minimum necessary to allow for only parking of vehicles (garage door), limited storage of maintenance equipment in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
 - b. The interior portion shall not be temperature controlled, partitioned, or finished into separate rooms.
- (3) *Dry floodproofed nonresidential buildings.* Applications for nonresidential buildings proposed to be dry floodproofed shall include an operation and maintenance plan for the installation, storage and maintenance of any flood shields, coverings and devices that require human intervention. At the discretion of the floodplain administrator, the plan has be exercised periodically.
- (4) *Critical facilities.* Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the special flood hazard area if no feasible alternative site is available. If permitted, critical facilities shall be elevated or protected to or above the base flood elevation plus three (3) feet or the 500-year (0.2 percent chance) flood elevation, whichever is higher. Flood proofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the base flood elevation shall be provided to all critical facilities to the maximum extent possible. Critical facilities shall be designed to remain operable during such an event.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-127. Minimum requirements for subdivisions.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-128. Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 4-60(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of sections 4-129 through 4-133 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-129. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-130. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-131. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-132. Limitations on sites in regulatory floodways.

No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 4-61(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-133. Limitations on placement of fill.

Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code. (Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-134. Manufactured homes—General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. (Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-135. Manufactured homes—Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this ordinance. (Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-136. Manufactured homes—Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance. (Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-137. Manufactured homes—Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the *Florida Building Code, Residential Section R322.2 (Zone A)*. Manufactured homes that are placed, replaced, or substantially improved shall comply with section 4-138 or 4-139 of this ordinance, as applicable. (Ord. No. 2014-003, § 2, 5-22-2014)

~~**Sec. 4-138. Manufactured homes—General elevation requirement.**~~

~~Unless subject to the requirements of section 4-139 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing~~

manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).
(Ord. No. 2014-003, § 2, 5-22-2014)

~~Sec. 4-139. Manufactured homes—Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to section 4-138 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

~~(Ord. No. 2014-003, § 2, 5-22-2014)~~

~~Sec. 4-138 4-140. Manufactured homes—Enclosures.~~

~~Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas.~~

~~(Ord. No. 2014-003, § 2, 5-22-2014)~~

~~Sec. 4-139 4-141. Manufactured homes—Utility equipment.~~

~~Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.~~

~~(Ord. No. 2014-003, § 2, 5-22-2014)~~

Sec. 4-140—4-141. Reserved.

Sec. 4-142. Temporary placement of recreational vehicles and park trailers.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than one hundred eighty (180) consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-143. Permanent placement of recreational vehicles and park trailers.

Recreational vehicles and park trailers that do not meet the limitations in section 4-142 of this ordinance for temporary placement shall meet the requirements of sections 4-134 through 4-141 of this ordinance for manufactured homes.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-144. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads, during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-145. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 4-146 of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-146. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-147. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-148. General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of section 4-132 of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-149. Fences in regulated floodways.

Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 4-132 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-150. Retaining walls, sidewalks and driveways in regulated floodways.

Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 4-132 of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Sec. 4-151. Roads and watercourse crossings in regulated floodways.

Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 4-132 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 4-61(3) of this ordinance.

(Ord. No. 2014-003, § 2, 5-22-2014)

Secs. 4-152—4-172. Reserved.

SECTION 2. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Southwest Ranches. This ordinance shall

apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES. It is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Southwest Ranches Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered. The word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on **its adoption.**

PASSED on first reading on the _____ day of _____, 2024.

PASSED and ADOPTED upon second and final reading with a quorum present and voting, by the **Town Council**, on a motion made by _____ and seconded by _____ this _____ day of _____, 2024.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.2024.18

Note: This area is shown as being protected from the 1-percent-annual-chance or greater flood hazard by a levee system. Overtopping or failure of any levee system is possible. For additional information see the "Accredited Levee Note" in Notes to Users



FLOOD HAZARD INFORMATION

- SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)
- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE)
 - With BFE or Depth
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
 - Future Conditions 1% Annual Chance Flood Hazard
 - Area with Reduced Flood Risk due to Levee See Notes.
 - Area with Flood Risk due to Levee
 - OTHER AREAS OF FLOOD HAZARD**
 - NO SCREEN Area of Minimal Flood Hazard
 - Area of Undetermined Flood Hazard
 - GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
 - OTHER FEATURES**
 - Limit of Study
 - Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM) available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAFIS (1-877-368-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

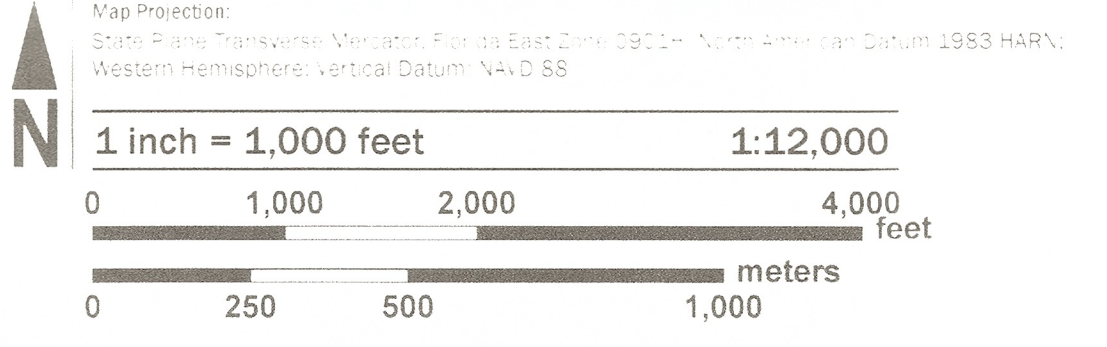
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

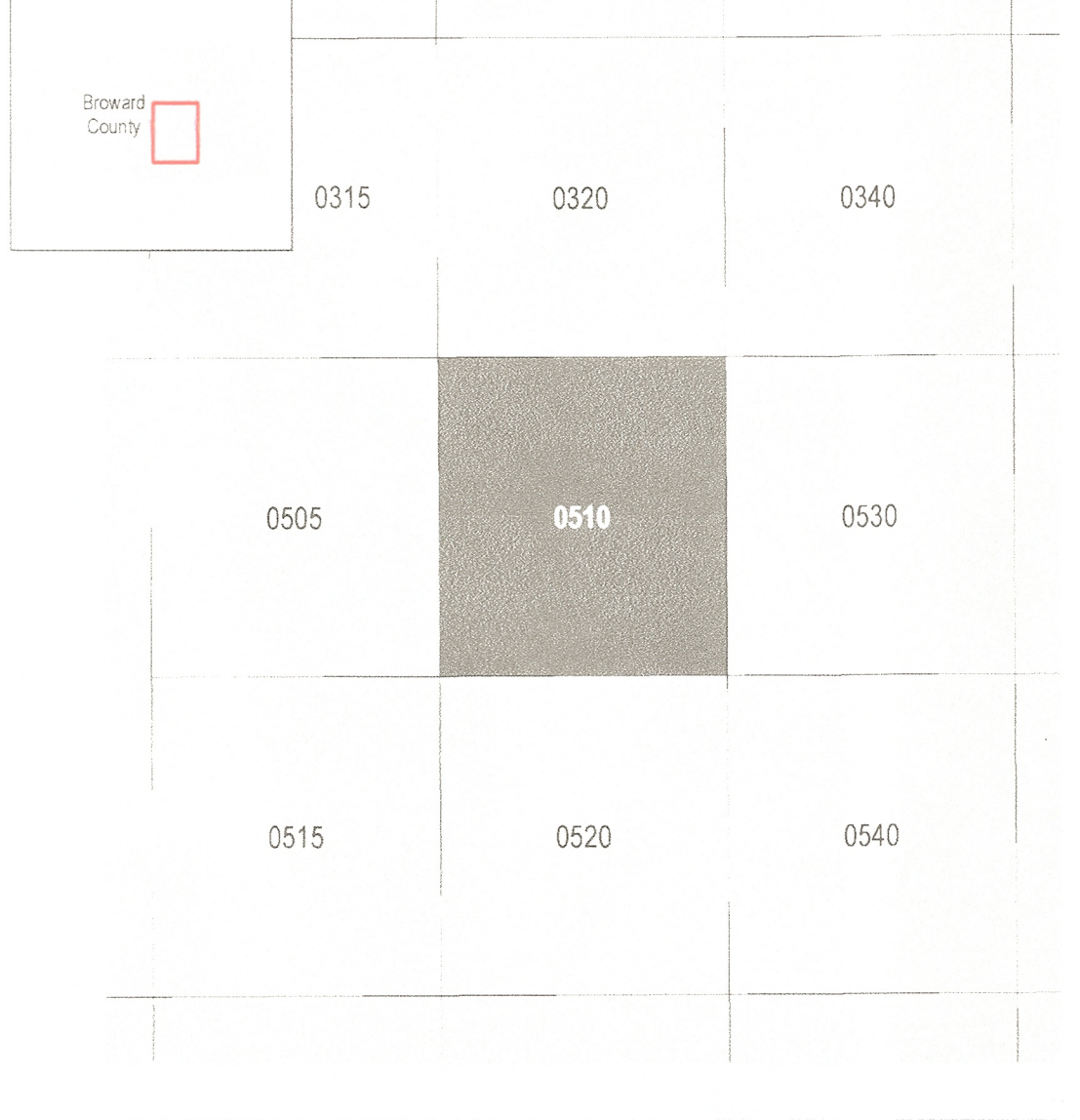
Base map information shown on this FIRM was provided by Broward County, dated 2003, 2004, 2009, and 2013; the U.S. Census Bureau, dated 2019; and the U.S. Department of Agriculture, dated 2018.

ACCREDITED LEVEE Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit <https://www.fema.gov/national-flood-insurance-program>.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM

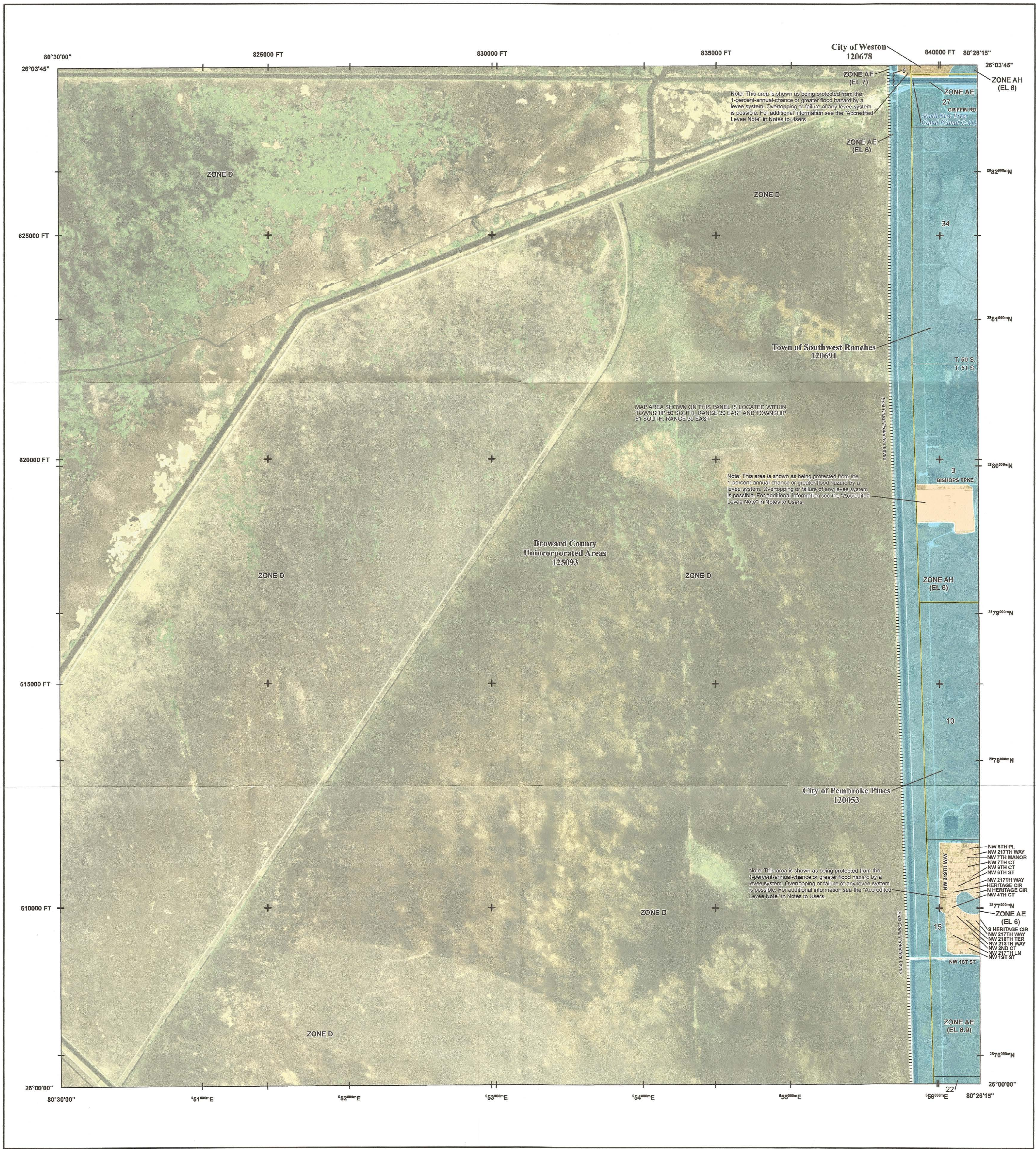
BROWARD COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 510 of 751

FEMA
 National Flood Insurance Program

COMMUNITY: SOUTHWEST RANCHES, TOWN OF WESTON, CITY OF
 NUMBER: 120691
 PANEL: 0510
 SUFFIX: 0510

VERSION NUMBER: 2.6.3.5
 MAP NUMBER: 12011C0510J
 MAP REVISED: JULY 31, 2024

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FLOOD HAZARD INFORMATION

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SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS OF FLOOD HAZARD		Area with Reduced Flood Risk due to Levee See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary

NOTES TO USERS

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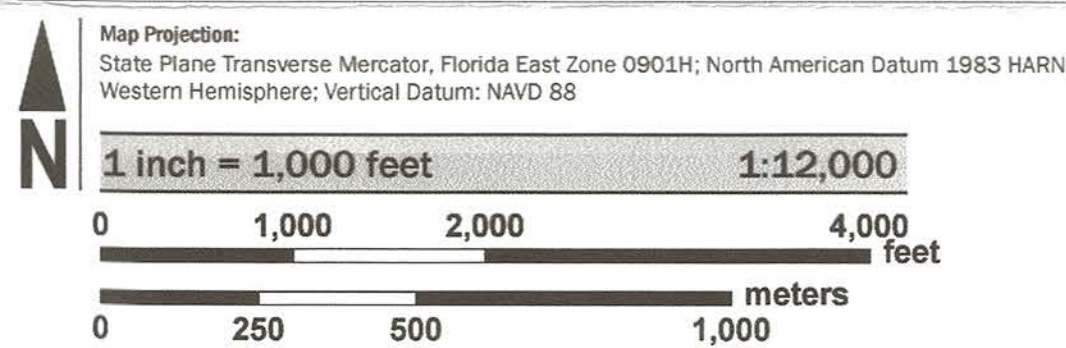
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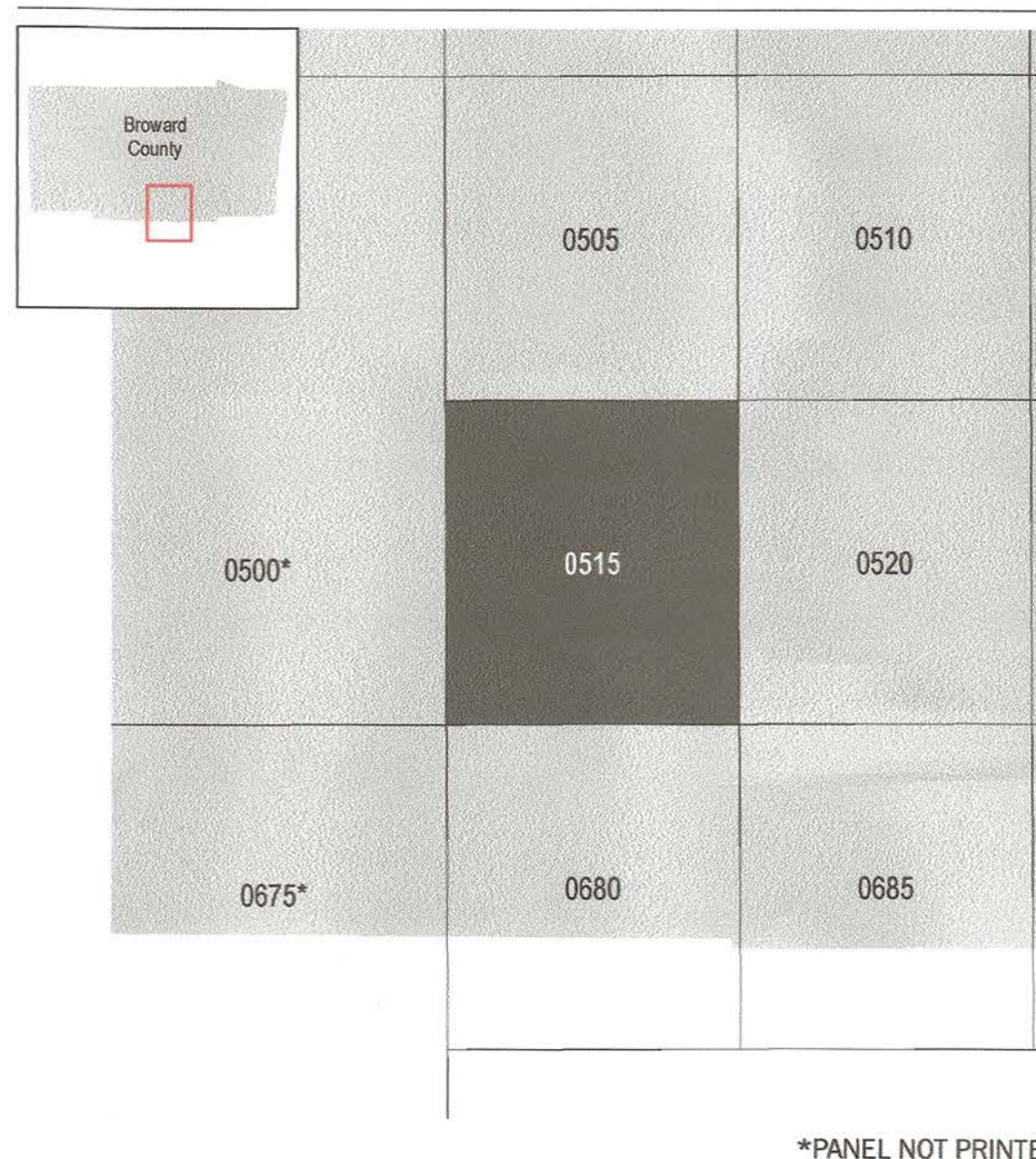
Base map information shown on this FIRM was provided by Broward County, dated 2003, 2004, 2009, and 2013; the U.S. Census Bureau, dated 2019; and the U.S. Department of Agriculture, dated 2018.

ACCREDITED LEEVE: Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit <https://www.fema.gov/national-flood-insurance-program>.

SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

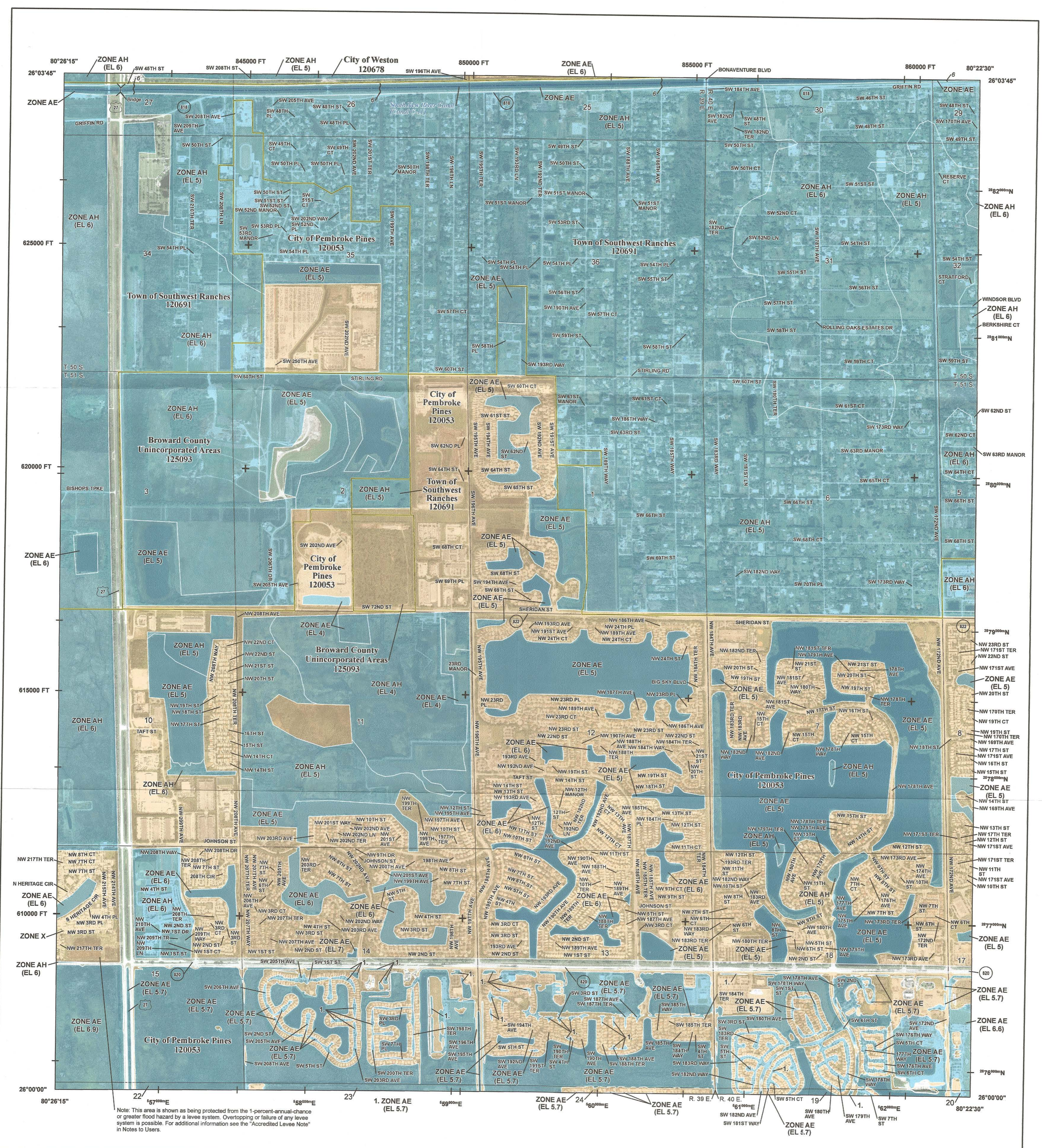
BROWARD COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 515 OF 751

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BROWARD COUNTY	125093	0515	J
PEMBROKE PINES, CITY OF	120053	0515	J
SOUTHWEST RANCHES, TOWN OF	120691	0515	J
WESTON, CITY OF	120678	0515	J

VERSION NUMBER: 2.6.3.5
 MAP NUMBER: 12011C0515
 MAP REVISED: JULY 31, 2024

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Note: This area is shown as being protected from the 1-percent-annual-chance or greater flood hazard by a levee system. Overtopping or failure of any levee system is possible. For additional information see the "Accredited Levee Note" in Notes to Users.

FLOOD HAZARD INFORMATION

- SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)
- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE)
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D
 - OTHER AREAS OF FLOOD HAZARD**
 - NO SCREEN Area of Minimal Flood Hazard Zone X
 - Area of Undetermined Flood Hazard Zone D
 - OTHER AREAS**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
 - Cross Sections with 1% Annual Chance Water Surface Elevation
 - 18.2
 - 17.5
 - Coastal Transect
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
 - OTHER FEATURES**
 - Limit of Study
 - Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping and Insurance eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

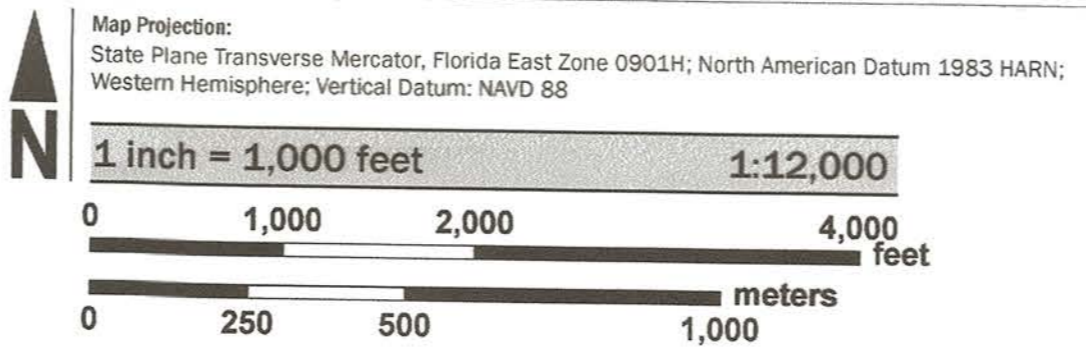
For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

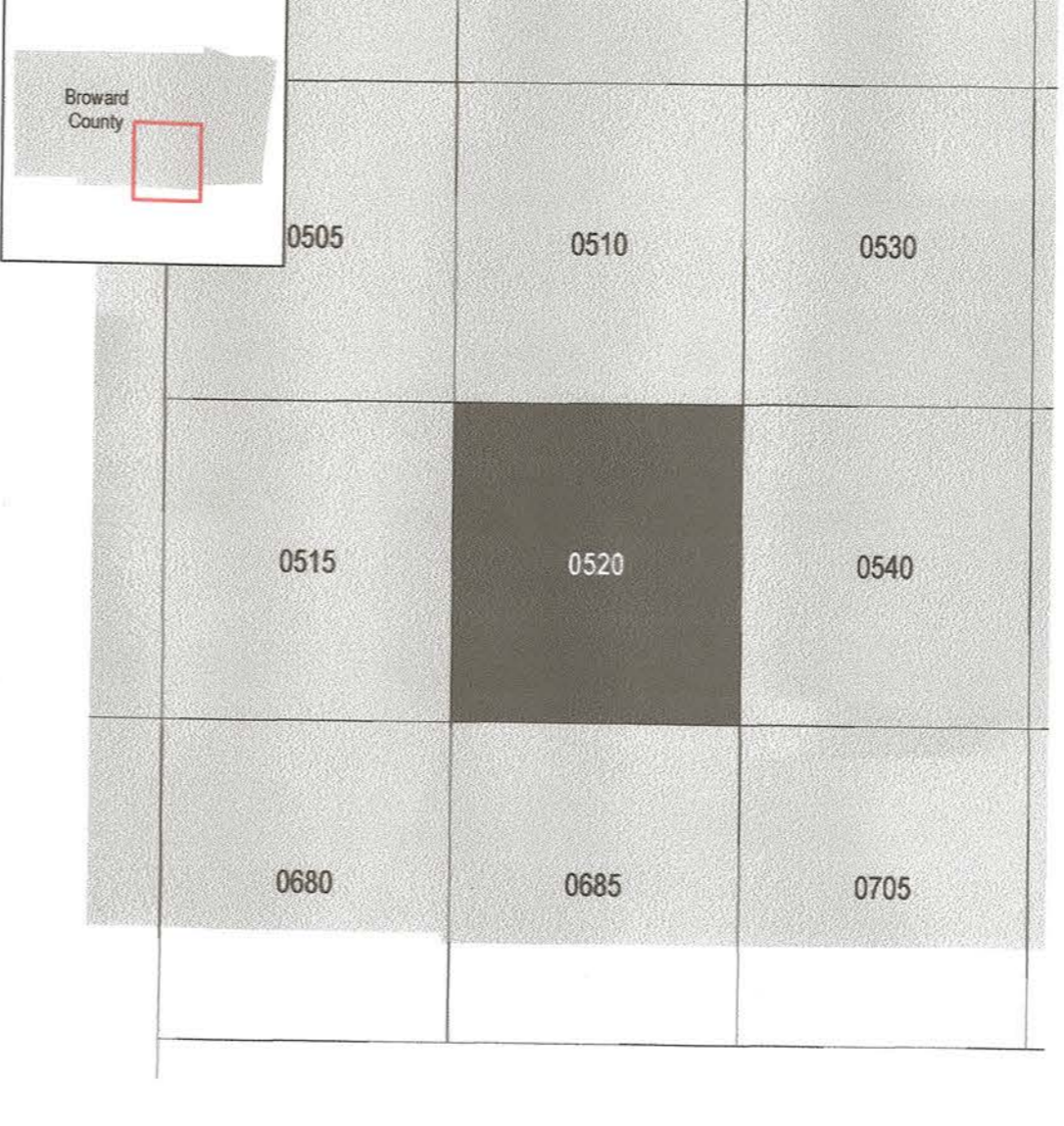
Base map information shown on this FIRM was provided by Broward County, dated 2003, 2004, 2009, and 2013; the U.S. Census Bureau, dated 2019; and the U.S. Department of Agriculture, dated 2018.

ACCREDITED LEVEE: Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, on the levee system(s) shown as providing protection for areas on this panel. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit <https://www.fema.gov/national-flood-insurance-program>.

SCALE



PANEL LOCATOR



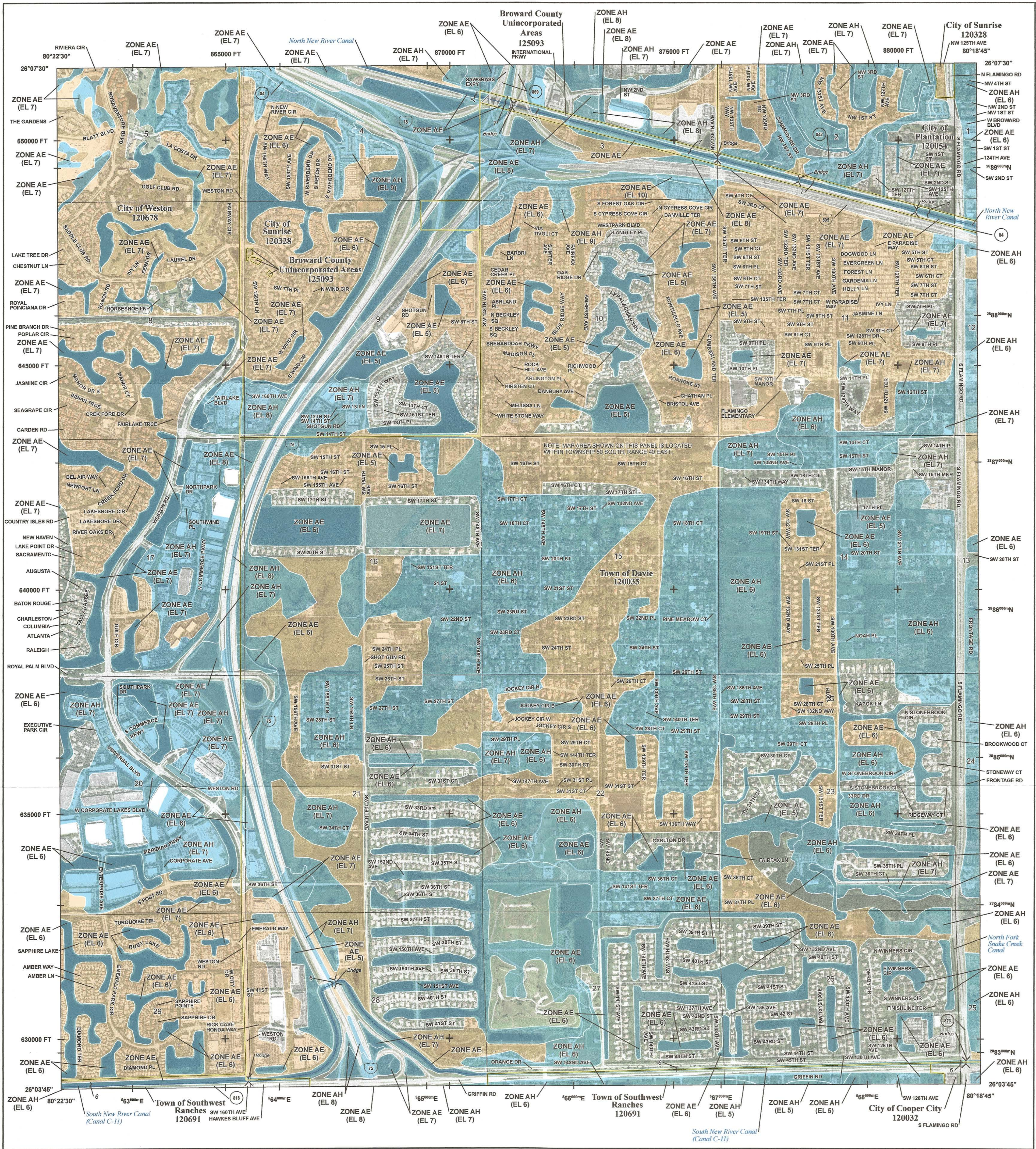
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BROWARD COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 520 of 751

Panel Contains:
 COMMUNITY: BROWARD COUNTY, PEMBROKE PINES, CITY OF, WESTON, CITY OF
 NUMBER: 125093, 120053, 120691, 120678
 PANEL SUFFIX: 0520, 0520, 0520, 0520

VERSION NUMBER: 2.6.3.5
 MAP NUMBER: 12011C0520J
 MAP REVISED: JULY 31, 2024
 Page 47 of 96

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FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
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- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes. Zone X
- Area with Flood Risk due to Levee Zone D
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Area of Undetermined Flood Hazard Zone D
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall
- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary

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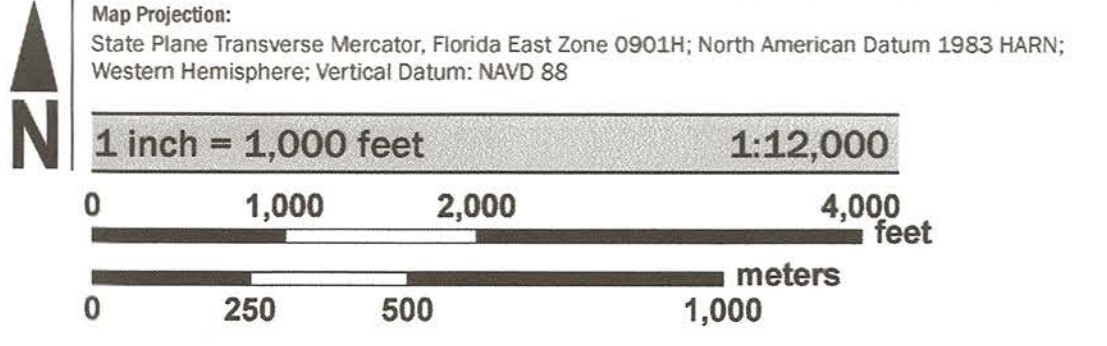
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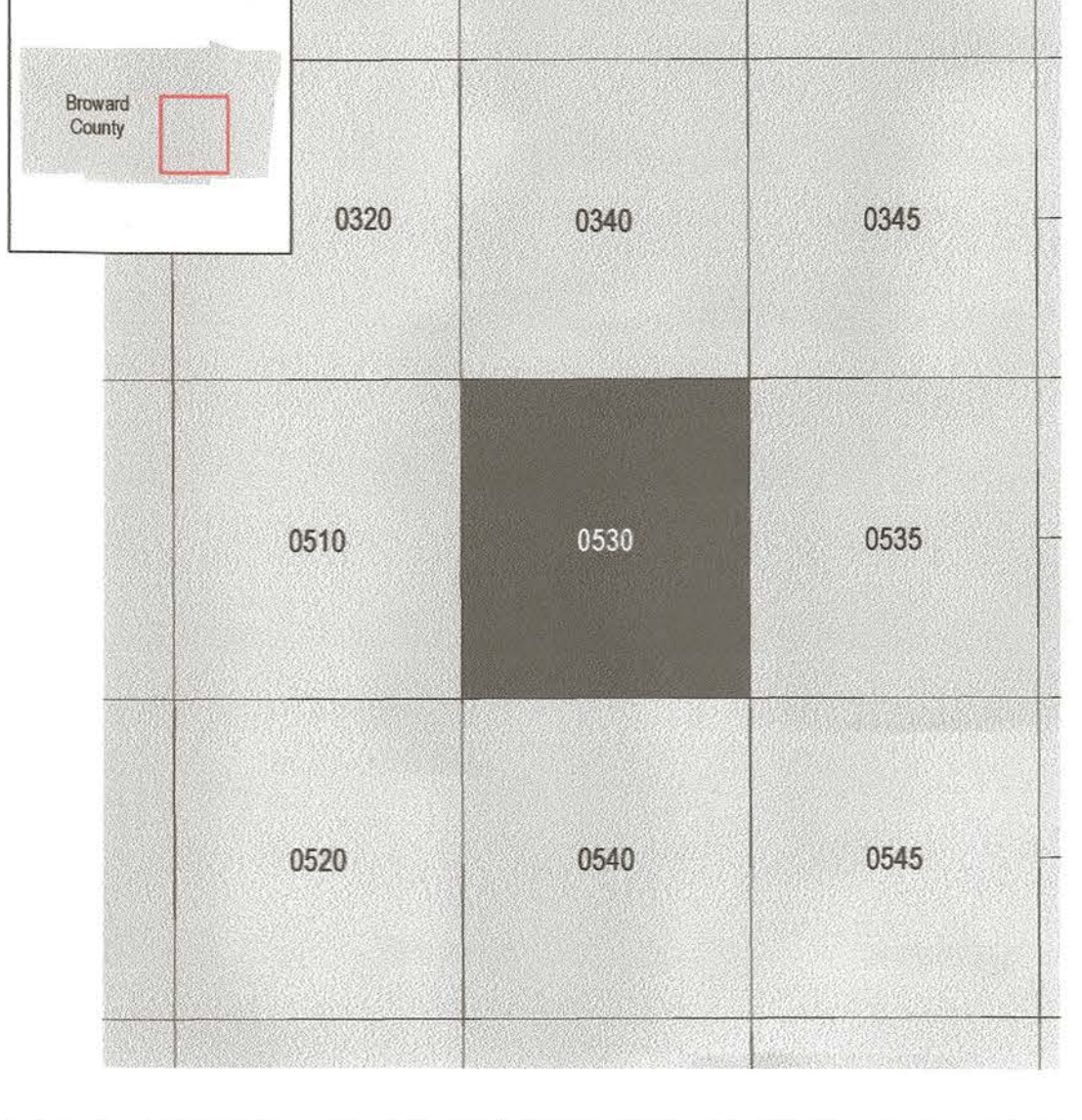
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SCALE



PANEL LOCATOR



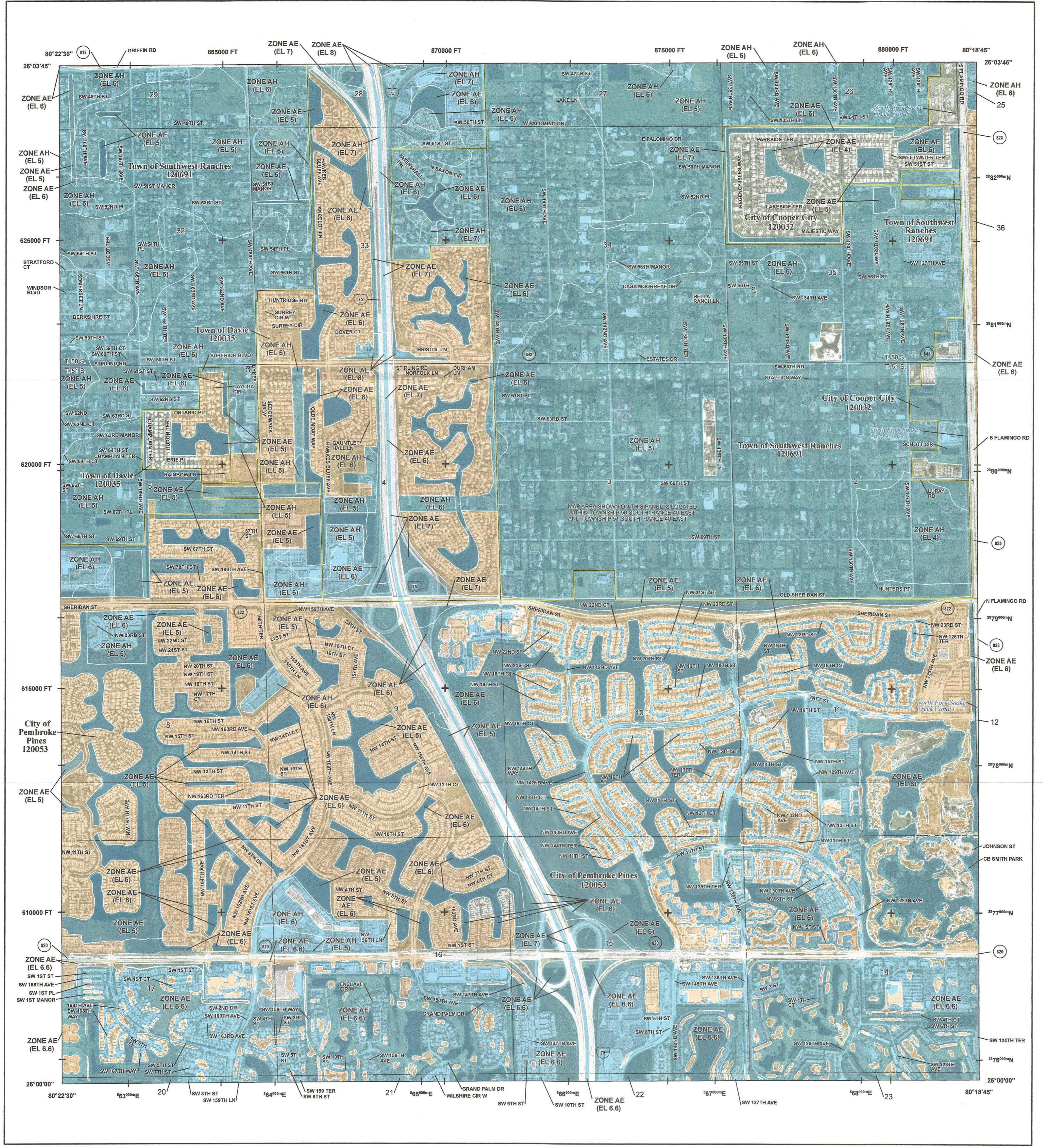
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
BROWARD COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 530 OF 751

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BROWARD COUNTY	125093	0530	J
COOPER CITY, CITY OF	120032	0530	J
DAVIE, TOWN OF	120035	0530	J
PLANTATION, CITY OF	120054	0530	J
TOWN OF SOUTHWEST RANCHES	120691	0530	J
SUNRISE, CITY OF	120328	0530	J
WESTON, CITY OF	120678	0530	J

VERSION NUMBER: 2.6.3.5
 MAP NUMBER: 12011C0530J
 MAP REVISED: JULY 31, 2024

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FLOOD HAZARD INFORMATION

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	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	NO SCREEN Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

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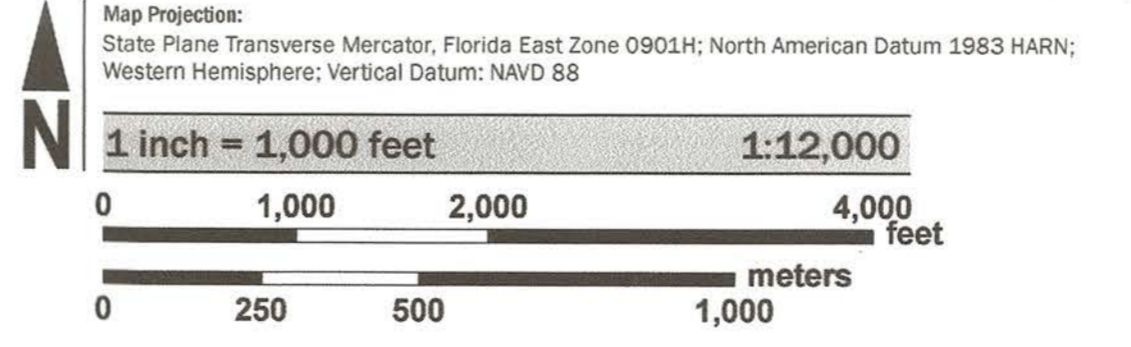
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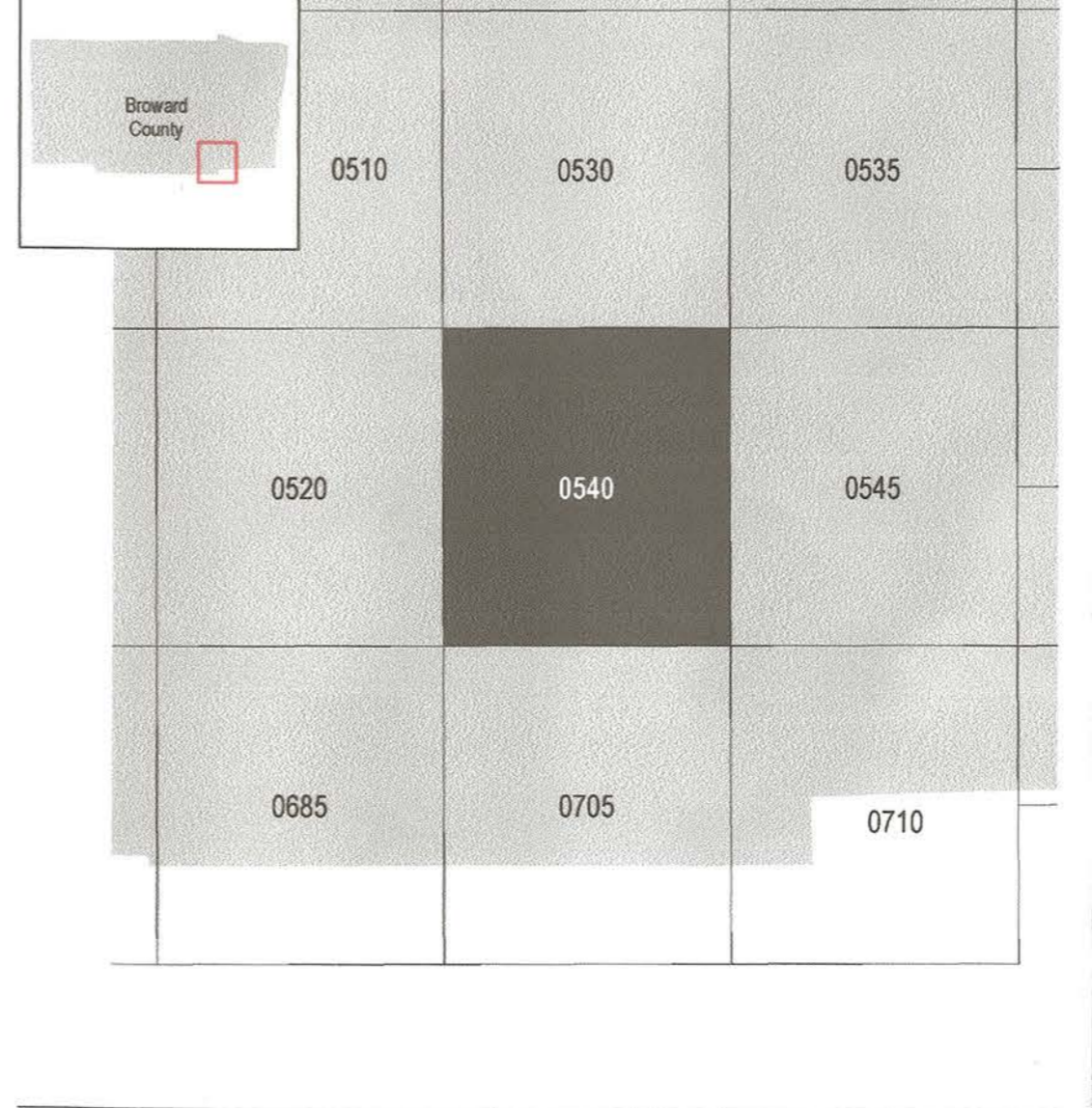
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Base map information shown on this FIRM was provided by Broward County, dated 2003, 2004, 2009, and 2013; the U.S. Census Bureau, dated 2019; and the U.S. Department of Agriculture, dated 2018.

SCALE



PANEL LOCATOR



NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

BROWARD COUNTY, FLORIDA
 and Incorporated Areas
 PANEL 540 of 751

FEMA
 National Flood Insurance Program

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
COOPER CITY, CITY OF	120032	0540	J
DAVE, TOWN OF	120035	0540	J
PEMBROKE PINES, CITY OF	120033	0540	J
SOUTHWEST RANCHES, TOWN OF	120691	0540	J

VERSION NUMBER: 2.6.3.5
 MAP NUMBER: 12011C0540J
 MAP REVISED: JULY 31, 2024

April 11, 2024 Regular Meeting

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

Russell C. Muniz, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 4/11/2024
SUBJECT: Use Agreement for i9 Sports

Recommendation

Council approval is requested to authorize a use agreement with Bram Group LLC, d/b/a/ i9 Sports, LLC, for Southwest Ranches Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

The Town has sought to establish a youth sports program. Bram Group, LLC, d/b/a/ i9 Sports, LLC, has provided the Southwest Ranches community with such programming in the past at Masters Academy and has agreed to provide an initial period of programming from October 2024 through December 2025 at Country Estates Fishing Hole Park.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, a request for funding has been included for Fiscal Year 2024-2025 in the amount of \$14,434 for increased site maintenance to support this programming.

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/1/2024	Executive Summary
Resolution	4/5/2024	Resolution
Agreement	4/5/2024	Agreement



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, Council Member

Russell Muñiz, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: April 1, 2024

SUBJECT: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Council approval is requested to authorize a use agreement with Bram Group LLC, d/b/a/ i9 Sports, LLC, for Southwest Ranches Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area E. by aiming to Cultivate a Vibrant Community.

Background

The Town has sought to establish a youth sports program. Bram Group, LLC, d/b/a/ i9 Sports, LLC, has provided the Southwest Ranches community with such programming in the past at Masters Academy and has agreed to provide an initial period of programming from October 2024 through December 2025 at Country Estates Fishing Hole Park.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, a request for funding has been included for Fiscal Year 2024-2025 in the amount of \$14,434 for increased site maintenance to support this programming.

Staff Contact:

December Lauretano-Haines, PROS Manager

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC ("I9 SPORTS"), WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR I9 SPORTS TO PROVIDE YOUTH SPORTS PROGRAMMING TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332 (the "Park"), which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on this Park on an ongoing basis; and

WHEREAS, Bram Group, LLC d/b/a I9 Sports, LLC ("Licensee") desires to develop and to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as "Programs," at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of the Park during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025; and

WHEREAS, Licensee and the Town desire to enter into a Use Agreement for the Southwest Ranches Youth Sports Programming under the terms and conditions set forth hereinafter;

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Use Agreement with Bram Group, LLC, d/b/a/ i9 Sports, LLC, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of April, 2024, on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2024.16

USE AGREEMENT

Southwest Ranches Youth Sports Programming

INITIAL TERM: October, 2024 through December, 2025

THIS AGREEMENT (“Agreement”) is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, (“Town”), and **BRAM GROUP, LLC d/b/a i9 SPORTS LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of PO Box 279114, Miramar, FL 33027 (“Licensee”). The Town and Licensee may be referred to individually herein as a “Party,” and may be collectively referenced as the “Parties.” This Agreement is effective for the dates indicated below.

WHEREAS, the Town owns and operates the Country Estates Fishing Hole Park Multi-Use Play field and its ancillary facilities located at 18900 Griffin Road Southwest Ranches FL 33332, as described in “**Exhibit A**”, hereinafter referred to as “Park,” which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, with priority access to Town residents; and

WHEREAS, Licensee desires to conduct athletic programs, activities, events, leagues and services, hereinafter referred to as “Program,” at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties’ understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Initial Term of the Program, to wit, October 2024 through December 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

1. Use of Park site and the Event.

Licensee may use and occupy the Park to provide athletic programs, activities, events,

leagues and services on each Saturday of the month, during the agreed upon Initial Term, with “Fall,” “Winter,” and “Spring” hours, depending on the time of year, as defined below.

The parties agree that Licensee shall establish, in conjunction with the Parks, Recreation, and Open Space Manager or his/her designee, a general policy and operational plan for the Program.

The parties agree that Town residents shall have priority, and the first right of refusal to participate in any athletic development programs, activities, events, and services offered by Licensee, as further described in the Program Management Requirements below.

Town and Licensee agree to perform the services as described in “**Exhibit B**”, attached hereto, and incorporated herein and made a specific part hereof.

Licensee’s use of the Park site shall be limited to the athletic programs, activities, events, leagues and services that the Town deems appropriate.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, activities sponsored and/or operated by the Town's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. Upon reasonable notice to the Licensee, the Town may use the Park for a class, event, or function, thereby limiting Licensee’s use of the Park site and possibly rendering the Park site unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Park site when the Park will not be used or occupied by Licensee. All activities at the Park must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Park during any of the times Licensee is scheduled to occupy the Park in the event of park maintenance, inclement weather, or due to other circumstances which may arise that are beyond Parties’ control.

2. Program Management Requirements.

All of the Program activities will operate one day per week on Saturdays. Start times and end times are to be determined based on field space and total number of participants. No field space is anticipated to be needed during the week or on Sundays unless contingencies arise causing no play on Saturdays.

- (A) Fall Season: Approximately October through December.
- (B) Winter Season: Approximately January through March.
- (C) Spring Season: Approximately April through June.

- (D) Southwest Ranches Resident Priority: Licensee understands and agrees that preference shall be given to participants who are Residents of Southwest Ranches. In the event that participation shall have need for a waiting period, first right of refusal shall be reserved for residents of the Town..
- (E)
- (F) Trash and Debris. Licensee shall take all steps necessary to control and manage trash, litter, and debris on the Park site caused by persons using, visiting, or occupying the Park site during the term of the activities.
- (G) Trash Disposal Town shall provide reusable trash receptacles and liners for use of the Licensee. Licensee shall be responsible for ensuring the proper storage of reusable receptacles provided by the Town. Licensee shall remove all waste material generated by the activities in waste receptacles and shall deposit such materials in the trash dumpster provided by the Town at the end of each Activity day.
- (H) Concessions. No concessions or food sales shall be permitted at the Park Site without prior approval by the Town.
- (I) Alcohol. Consumption and sale of alcohol shall be prohibited.

(H) Restoration of Park site. Licensee shall clean, remove structures and restore the Park site to a condition substantially identical to that existing on non-Program days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Parks, Recreation, and Open Space (PROS) Manager following the designee's inspection that the Park site has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Park site as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) business days of receipt of the invoice or seven business (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

3. Transportation and Traffic.

- (A) Parking Plan. Licensee shall establish a Parking Plan for the site that includes a schedule of activities and adequate parking attendants that meets the needs of and demands upon the Park site. Such Parking Plan shall include adequate number of handicapped spaces and an illustration of proposed routing of traffic in the area of the Program activities. ADA accessible routes to and from the Field and ancillary facilities exist on site.

- (B) Parking Management and Supervision. Licensee shall provide sufficient personnel to manage all access, ingress, and egress of vehicles at the Park Site and shall manage traffic so as not to interfere with reasonable access to other activity areas of the park or of public roads.

4. **Indemnification and Insurance.**

- (A) To the extent permitted by law, Licensee shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.
- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain, at its own cost and expense, a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations, including but not limited to against claims for bodily injury, death and property damage assumed by Licensee pursuant to this Agreement.
- (D) The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.

- (E) The Town of Southwest Ranches shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) business days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the Town in the event of cancellation thereof.
- (F) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (G) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

5. Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per Program day, payable on the 10th day of the following month for the use of the Park Site. No security deposit is required.

6. Term and Renewal.

The term of this agreement shall be for an initial period of three 7-week seasons from October 2024 through December 2025. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for a one year term (three or four additional 7-week seasons), commencing in October 2025 through December 2026, upon the same terms and conditions as the original Agreement, with compensation increase per Program day as mutually agreed, payable on the same terms and conditions as the original Agreement.

7. Termination for Convenience.

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event shall Town be liable for consequential damages, including but not limited to, lost profits for Program Days not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Park site.

Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

8. Assignment.

Licensee shall have no authority to assign any portion of the Park site licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

9. Damage to Premises.

- (A) Licensee agrees that all personal property, inventory, or stock placed on the Park site shall remain the property of Licensee and shall be placed on the Park site at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring on the Park site.
- (B) All property of Licensee shall be removed from the premises at the end of each program day that the premises are occupied by the Licensee.
- (C) The Licensee may store soccer goals on the premises, secured via lock to the fence. Licensee shall not keep or store any other property at the Park site.
- (D) Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted.
- (E) Licensee shall be responsible for any and all damage to the Park site which occurs during Licensee's use thereof. Licensee shall pay the reasonable cost of repair for all damage to the Park site caused by Licensee's actions or omissions in connection with the conduct and use of the Park site, including but not limited to damage to signs, fencing, park structures and amenities, and landscaping.

10. Inspections.

Town, its agents, or authorized employees may enter upon the Park site at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Park site according to this Agreement. This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.

Additional Requirements.

- (A) Except as otherwise provided for herein, the Town Administrator or their Designee shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Park site shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) E-Verify. In accordance with Florida Statutes §448.095, the Licensee, prior to commencement of services or payment by the Town, will provide to the Town proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the Town. The Licensee will not hire any employee who has not been vetted through E-Verify. The Licensee may not subcontract any work for the Town to any sub-Licensee that has not provided an affidavit stating that the sub-Licensee does not employ, contract with or subcontract with an unauthorized alien.
- (E) Scrutinized Companies. Licensee hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If Town determined that Licensee has falsely certified facts under this paragraph or if Licensee is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, Town will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

- (F) Licensee shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.
- (G) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed, or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.
- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Park site described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

Remainder of page left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS _____ DAY OF _____ 2024.

TOWN OF SOUTHWEST RANCHES

By: _____
Russell Muñiz, Town Administrator

ATTEST:

Debra Ruesga, Town Clerk

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

KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.2024.14

Bram Group, LLC, d/b/a i9 Sports

By: _____
Armando DeMolina, Managing Member

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Armando Demolina, Managing Member of Bram Group, LLC. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

EXHIBIT "A"



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EXHIBIT “B”

Licensee Responsibilities:

- 1) Licensee shall comply with all statutes, Town ordinances, rules, orders, regulations and requirements of the Federal, State, County and Town government as may be applicable to the use of Park site and recreational field, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the park and youth fields hereunder.
- 2) Licensee shall indemnify and hold harmless the Town from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.
- 3) Licensee agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. Licensee further agrees that it shall be responsible for obtaining any and all licenses, law enforcement security, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
- 4) Licensee agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
- 5) Licensee agrees that it shall not make, or permit to be made, any structural changes or improvements to the facilities, except upon written approval of the Town. Any changes or improvements made with written approval of the Town shall remain as part of the facility at the end of the term of this Agreement.
- 6) Licensee will provide daily maintenance of the rented fields throughout the regular season, practices and games, as well as tournament field preparations and maintenance. Licensee will provide their own daily lining/markings for program spacing throughout agreement period.
- 7) Licensee shall provide at each facility for the duration of each event, as indicated on Appendix “A”, a First Aid kit in a form acceptable to the Town. Evidence of such provision shall be provided to the Parks, Recreation, and Open Space Manager or

his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks, Recreation, and Open Space Manager.

- 8) Licensee shall require that all officials, coaches, volunteers and instructors undergo Level II background screening prior to supervising children, and furnish the Town with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the Town.
- 9) Licensee shall provide the Parks, Recreation, and Open Space Manager or his/her designee with a calendar of activities for each specific Program activity. Each calendar shall be due no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning practice dates; (c) beginning game dates; (d) scheduled end of season; (e) requested tournament dates and approximate number of teams in the appropriate divisions of each activity; (f) provide the Town with any special maintenance requirements with at least seven (7) days prior notice.
- 10) Licensee shall ensure cleanup and sanitation of site and must leave the premises within one (1) hour of Program closing, leaving behind no trash, litter, or debris.
- 11) Licensee will provide the Town with information contained within participant rosters, including participant names and addresses, applications and/or corresponding documentation, including percentages of Town of Southwest Ranches Residents and non-residents, and any other requisite documentation.
- 12) Licensee will serve as liaison for participants to the Town of Southwest Ranches.
- 13) Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.
- 14) Licensee will provide preferential pricing for Southwest Ranches residents via a promotional code within its customary pricing tier in substantially the same form as set forth below. Any future rate increases shall require prior written approval of the Town. Programming may be updated or modified to meet the needs of the community with prior written approval by the Town.

current pricing tier

Offseason pricing fee	\$179	SWR resident using promo code "SWR"	\$149
Early Registration fee	\$189	SWR resident using promo code "SWR"	\$159
Regular Registration fee	\$199	SWR resident using promo code "SWR"	\$169
Late Registration fee	\$219	SWR resident using promo code "SWR"	\$189

The \$30 discount for Southwest Ranches residents would be off the fee for each tier.

Town of Southwest Ranches Responsibilities

- 1) Town will provide maintenance of the rented fields, including mowing, weed control and fire ant control, throughout the regular season, practices and games with the exemption of lining/marketing of program fields.
- 2) Town may, in its sole discretion, limit the use of the fields to prevent overuse, misuse or abuse of the fields.
- 3) Town reserves the right to determine the suitability of any particular facility for use under this Agreement. Town shall bear no responsibility, nor shall Licensee seek any redress, for Licensee's inability to use a facility as provided herein, when, in the reasonable determination of the Town, a facility (or facilities) is deemed to be unsuitable for use for any period of time.
- 4) At all times, Town shall administer and enforce all applicable Town codes, policies and procedures. Town shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
- 5) Town reserves the right to cancel, reschedule or change the location for any activities held at any of the Town's facilities. The Town may attempt to provide an alternative location for Licensee if facilities are not available, but Town is under no obligation to provide such replacement facilities to Licensee.
- 6) Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.
- 7) Town will assist Licensee in the promotion of the Program by providing the following: articles and/or listing in the Southwest Ranches newsletter, banner space for promotion at Premises, and listing on the Town's Website and Social Media.
- 8) Town will provide access to accessible restrooms with handwashing facilities for Program participants.
- 9) Town will provide access to dumpster for the disposal of trash and debris for the program.
- 10) Town will provide a lockable gate to control access to the premises.

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

Russell C. Muniz, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 4/11/2024
SUBJECT: Use Agreement for Skyhawks Sports

Recommendation

Council approval is requested to authorize a use agreement with Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks, for Southwest Ranches Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

The Town has sought to establish a youth sports program. Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks, has provided the Southwest Ranches community with a proposal for early childhood programming and has agreed to provide an initial period of programming from June 2024 through December 2024 at Rolling Oaks Park Barn Facility.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, a request for funding will be included for Fiscal Year 2024-2025 in the amount of \$5,000 for increased site maintenance to support this programming.

Staff Contact:

December Lauretano-Haines, PROS Manager

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	4/2/2024	Executive Summary
Resolution	4/5/2024	Resolution
Agreement	4/5/2024	Agreement



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, Council Member

Russell Muñiz, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: April 2, 2024

SUBJECT: **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ISSOULAIMANI MANAGEMENT LLC, D/B/A SOUTHEAST FLORIDA SKYHAWKS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

Recommendation

Council approval is requested to authorize a use agreement with Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks, for Southwest Ranches Youth Sports Programming.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area E. by aiming to Cultivate a Vibrant Community.

Background

The Town has sought to establish a youth sports program. Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks, has provided the Southwest Ranches community with a proposal for early childhood programming and has agreed to provide an initial period of programming from June 2024 through December 2024 at Rolling Oaks Park Barn Facility.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, a request for funding will be included for Fiscal Year 2024-2025 in the amount of \$5,000 for increased site maintenance to support this programming.

Staff Contact:

December Lauretano-Haines, PROS Manager

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ISSOULAIMANI MANAGEMENT LLC, D/B/A SOUTHEAST FLORIDA SKYHAWKS ("SKYHAWKS), WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR SKYHAWKS TO PROVIDE YOUTH SPORTS PROGRAMMING TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town owns and operates the Rolling Oaks Park Barn and its ancillary facilities located at 17630 SW 56 Street, Southwest Ranches FL 33331 (the "Park"), which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities at this Park on an ongoing basis; and

WHEREAS, Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks ("Licensee") desires to develop and to conduct athletic programs in basketball, soccer, and football for toddlers and young children, hereinafter referred to as "Programs," at the Park during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties' understanding and agreement for the use of the Park during the period of time prior, during, and after the Initial Term of the Program, to wit, June 2024 through December 2024; and

WHEREAS, Licensee and the Town desire to enter into a Use Agreement for the Southwest Ranches Youth Sports Programming under the terms and conditions set forth hereinafter;

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a Use Agreement with Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of April, 2024, on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2024.17

USE AGREEMENT

Southwest Ranches Youth Sports Programming

INITIAL TERM: June, 2024 through December, 2024

THIS AGREEMENT (“Agreement”) is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, (“Town”), and **ISSOULAIMANI MANAGEMENT LLC, D/B/A SOUTHEAST FLORIDA SKYHAWKS**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of 2748 East Commercial Blvd, Suite 3, Fort Lauderdale, FL 33308 (“Licensee”). The Town and Licensee may be referred to individually herein as a “Party,” and may be collectively referenced as the “Parties.” This Agreement is effective for the dates indicated below.

WHEREAS, the Town owns and operates the Rolling Oaks Park Barn and its ancillary facilities located at 17630 SW 56 Street, Southwest Ranches FL 33331, as described in “**Exhibit A**”, hereinafter referred to as “Facility,” which is intended for recreational purposes; and

WHEREAS, the Town desires to offer a variety of recreational and sporting activities for residents and the surrounding communities on an ongoing basis, with priority access to Town residents; and

WHEREAS, Licensee desires to conduct athletic development programs in basketball, soccer, and football for toddlers and young children, hereinafter referred to as “Program,” at the Facility during normal operating hours, as determined by the Town Administrator or his/her designee, and in a professional and responsible manner with due regard for the safety of the participants and others; and

WHEREAS, this Agreement sets forth the Parties’ understanding and agreement for the use of public property owned by the Town of Southwest Ranches during the period of time prior, during, and after the Initial Term of the Program, to wit, June 2024 through December 2024.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

1. Use of Facility and the Event.

Licensee may use and occupy the Facility to provide athletic development programs, activities, events, and services on each Tuesday, Wednesday, and Thursday of the month, during the agreed upon Initial Term, with “Summer” and “Fall” hours, depending on the time of year, as defined below.

The parties agree that Licensee shall establish, in conjunction with the Parks, Recreation, and Open Space Manager or his/her designee, a general policy and operational plan for the Program.

The parties agree that Town residents shall have priority, and the first right of refusal to participate in any athletic development programs, activities, events, and services offered by Licensee, as further described in the Program Management Requirements below.

Town and Licensee agree to perform the services as described in “**Exhibit B**”, attached hereto, and incorporated herein and made a specific part hereof.

Licensee’s use of the Facility shall be limited to the athletic development programs, activities, events, and services as described in “**Exhibit B**” that the Town deems appropriate.

The Parties agree that this Agreement shall grant a revocable non-exclusive license to Licensee where, activities sponsored and/or operated by the Town's Parks and Recreation Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement. Upon reasonable notice to the Licensee, the Town may use the Facility for a class, event, or function, thereby limiting Licensee’s use of the Facility and possibly rendering the Facility unavailable to the Licensee. Licensee will notify the Town prior to its scheduled use of the Facility when the Facility will not be used or occupied by Licensee. All activities at the Facility must be supervised at all times by a representative of the Licensee.

Town, at its sole discretion, may prohibit the use of Facility during any of the times Licensee is scheduled to occupy the Facility in the event of park maintenance, inclement weather, or due to other circumstances which may arise that are beyond Parties’ control.

2. Program Management Requirements.

All of the Program activities will operate three days per week on Tuesdays, Wednesdays, and Thursdays. Start times and end times are to be determined based on Program offered and number of participants. No use of the facility is anticipated to be needed during the weekends on Fridays, Saturdays, or Sundays.

- (A) Summer Season: Approximately June through September.

- (B) Fall Season: Approximately October through December.
- (C) Winter Season: Approximately January through March.
- (D) Spring Season: Approximately April through June.
- (E) Southwest Ranches Resident Priority: Licensee understands and agrees that preference shall be given to participants who are Residents of Southwest Ranches. In the event that participation shall have need for a waiting period, first right of refusal shall be reserved for residents of the Town.
- (F) Trash and Debris. Licensee shall take all steps necessary to control and manage trash, litter, and debris at the Facility caused by persons using, visiting, or occupying the Facility during the term of the activities.
- (G) Trash Disposal Town shall provide reusable trash receptacles and liners for use of the Licensee. Licensee shall be responsible for ensuring the proper storage of reusable receptacles provided by the Town. Licensee shall remove all waste material generated by the activities in waste receptacles and shall deposit such materials in the trash dumpster provided by the Town at the end of each Activity day.
- (H) Concessions. No concessions or food sales shall be permitted at the Facility without prior approval by the Town.
- (I) Alcohol. Consumption and sale of alcohol shall be prohibited.

(H) Restoration of Facility. Licensee shall clean, remove structures and restore the Facility to a condition substantially identical to that existing on non-Program days unless otherwise provided by this Agreement. Such cleaning, and restoration shall be deemed complete only where Licensee has obtained the verbal or written confirmation of the Parks, Recreation, and Open Space (PROS) Manager following the designee's inspection that the Facility has been cleaned and restored as required by this Agreement. If the Town cleans, repairs and/or restores all or any part of the Facility as a result of Licensee's failure to do so as required by this Agreement, the Town shall submit its invoice of charges incurred to Licensee and Licensee shall pay all such charges in full within five (5) business days of receipt of the invoice or seven business (7) days of mailing, whichever is less. Failure to pay such charges shall permit the Town to refuse to approve future use of Town property or seek or institute any other remedy provided by law.

3. Transportation and Traffic.

- (A) Parking Plan. Licensee shall establish a Parking Plan for the site that: adheres to the parking areas on site and meets the needs of and demands upon the Facility site. Such Parking Plan shall include adequate number of handicapped spaces and an illustration of proposed routing of traffic in the area of the Program activities. ADA accessible routes to and from the Facility and ancillary facilities exist on site.
- (B) Parking Management and Supervision. Licensee shall provide sufficient personnel to manage all access, ingress, and egress of vehicles at the Facility and shall manage traffic so as not to interfere with reasonable access to other activity areas of the park or of public roads.

4. Indemnification and Insurance.

- (A) To the extent permitted by law, Licensee shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Licensee, its agents, servants or employees in the use of the Premises, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments and attorneys' fees arising out of or in connection with the uses or operations permitted under this Agreement. Nothing in this section is intended to alter or waive the Town's entitlement to statutory or common law sovereign immunity, or to extend the Town's liability beyond the limits established in Section 768.28, *Florida Statutes*, as amended. Moreover, nothing herein shall be construed as Town's agreement to be sued by third parties.
- (B) In addition, Licensee shall insure that any participants, who participate in any of the Programs sponsored by Licensee pursuant to this Agreement, shall execute any necessary disclaimers, releases, or other documents that shall release the Town from any liability associated with the programs described herein.
- (C) Licensee shall procure and maintain, at its own cost and expense, a general liability insurance policy or policies in an amount and form acceptable to the Town Administrator, sufficient to insure itself, and in addition the Town and its officers, agents and employees against all liabilities, claims, demands, actions or other obligations, including but not limited to against claims for bodily injury, death and property damage assumed by Licensee pursuant to this Agreement.

- (D) The minimum limits of such insurance policies or policies shall be \$1,000,000.00 combined single limit and the general liability insurance policy shall expressly provide that it is primary insurance and that its coverage will apply prior to utilization of Town of Southwest Ranches' general liability coverage.
- (E) The Town of Southwest Ranches shall be named as an additional insured under the terms of the policy and shall be provided with a standard form of certificate of insurance at least seven (7) business days before the implementation of this Agreement, which shall contain a requirement for thirty (30) calendar days prior notice of cancellation to the Town in the event of cancellation thereof.
- (F) On or before commencement of this Agreement, Licensee shall furnish the Town certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement.
- (G) Licensee shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this section by reason of its failure to procure or maintain insurance or by reason of its failure to procure to maintain insurance in sufficient amounts, duration or types.

5. Compensation.

Licensee agrees to pay the Town a total sum of TWENTY DOLLARS (\$20.00) per hour for each Program day, payable on the 10th day of the following month for the use of the Facility. No security deposit is required.

6. Term and Renewal.

The term of this agreement shall be for an initial period of two 7-week seasons from June 2024 through December 2024. Upon expiration of the initial term, the parties may choose to terminate this agreement, or renew the agreement by written amendment signed by the parties hereto for a one year term (three or four additional 7-week seasons), commencing in January 2025 through December 2025, upon the same terms and conditions as the original Agreement, with compensation increase per Program day as mutually agreed, payable on the same terms and conditions as the original Agreement.

7. Termination for Convenience.

This Agreement may be terminated for Convenience by Town upon Town providing Licensee with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In no event shall Town be liable for consequential damages, including but not limited to, lost profits for Program Days not yet held, and no other compensation or damages shall be paid to or recovered by Licensee in any legal proceeding against Town. Upon being notified of Town's election to terminate, Licensee shall immediately cease any use of the Facility. Licensee acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by Licensee, is given as specific consideration to Licensee for Town's right to terminate this Agreement for Convenience.

8. Assignment.

Licensee shall have no authority to assign any portion of the Facility licensed under this Agreement. Should Licensee attempt to assign this license, then the license shall be immediately terminated forthwith without prior notice to Licensee.

9. Damage to Premises.

- (A) Licensee agrees that all personal property, inventory, or stock placed on the Facility shall remain the property of Licensee and shall be placed at the Facility at the risk of Licensee. Licensee shall give the Town immediate written notice of any occurrence, loss, incident, or accident occurring at the Facility.
- (B) All property of Licensee shall be removed from the premises at the end of each program day that the premises are occupied by the Licensee.
- (C) Licensee shall not keep or store any property at the Facility.
- (D) Following each day Licensee uses or occupies the premises they shall return the premises to Town in the same condition in which it was provided, normal wear and tear excepted.
- (E) Licensee shall be responsible for any and all damage to the Facility which occurs during Licensee's use thereof. Licensee shall pay the reasonable cost of repair for all damage to the Facility caused by Licensee's actions or omissions in connection with the conduct and use of the Facility, including but not limited to damage to walls, signs, fencing, park structures and amenities, and landscaping.

10. Inspections.

Town, its agents, or authorized employees may enter upon the Facility at all reasonable times and hours, to examine same to determine if Licensee is properly using and maintaining the Facility according to this Agreement. This Agreement shall not prohibit or prevent visitation or entry by any Town employee or agent for the purpose of inspection, visitation, or other activity not inconsistent with this Agreement.

Additional Requirements.

- (A) Except as otherwise provided for herein, the Town Administrator or their Designee shall be the sole representative of the Town responsible for administering the provisions of this Agreement.
- (B) Licensee shall abide by the Town Administrator's directions and requirements which are not inconsistent with this Agreement, and which are necessary to protect the health, safety, and welfare of the residents of the Town.
- (C) Licensee understands and agrees that it and the conduct and use of the Facility shall be subject to all applicable laws of the state of Florida and the Town of Southwest Ranches.
- (D) E-Verify. In accordance with Florida Statutes §448.095, the Licensee, prior to commencement of services or payment by the Town, will provide to the Town proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the Town. The Licensee will not hire any employee who has not been vetted through E-Verify. The Licensee may not subcontract any work for the Town to any sub-Licensee that has not provided an affidavit stating that the sub-Licensee does not employ, contract with or subcontract with an unauthorized alien.
- (E) Scrutinized Companies. Licensee hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If Town determined that Licensee has falsely certified facts under this paragraph or if Licensee is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, Town will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Town reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

- (F) Licensee shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.
- (G) This Agreement shall bind the parties and extend to their respective representatives.
- (G) All documents that Licensee is required to submit to the Town Administrator pursuant to this Agreement shall be either delivered electronically, mailed, or hand-delivered to Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330.
- (H) This Agreement represents the entire agreement between the Licensee and the Town as related to the Licensee's use of the Facility described herein and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this Agreement shall be in writing and executed by both the Town and Licensee.

Remainder of page left blank intentionally. Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS _____ DAY OF _____ 2024.

TOWN OF SOUTHWEST RANCHES

By: _____
Russell Muñiz, Town Administrator

ATTEST:

Debra Ruesga, Town Clerk

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

KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.2024.19

Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks,

By: _____
Farid Issoulaimani, Owner and Manager

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Farid Issoulaimani, Owner and Manager of Issoulaimani Management LLC, D/B/A Southeast Florida Skyhawks. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

EXHIBIT "A"

RO Barn Aerial



02/17/2017

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EXHIBIT “B”

Licensee Responsibilities:

- 1) Licensee shall comply with all statutes, Town ordinances, rules, orders, regulations and requirements of the Federal, State, County and Town government as may be applicable to the use of Facility, for the safety of the public and the correction, prevention and abatement of nuisances or other grievances in connection with the use of the park and youth fields hereunder.
- 2) Licensee shall indemnify and hold harmless the Town from and against all claims, suits, actions, damages, or causes of action arising during the term of this agreement for any personal injury, loss of life or damage to the property sustained by reason or as a result of the use of the facilities for which this agreement is entered into, or its agents, employees, invitees, participants and all other persons, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of defense of any such claim, suit or action, and the investigation thereof. Nothing in this agreement shall be deemed to affect the rights, privileges and immunities of cities and counties as are set forth in Section 768.28, Florida Statutes.
- 3) Licensee agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of, its operation under this Agreement. Licensee further agrees that it shall be responsible for obtaining any and all licenses, law enforcement security, permits, or certificates required to operate under this Agreement, including the costs associated therewith.
- 4) Licensee agrees that it shall not discriminate against any person on the basis of race, color, religion or gender in its use of the aforementioned facilities.
- 5) Licensee agrees that it shall not make, or permit to be made, any structural changes or improvements to the facilities, except upon written approval of the Town. Any changes or improvements made with written approval of the Town shall remain as part of the facility at the end of the term of this Agreement.
- 6) Licensee will provide daily maintenance of the Facility throughout the agreement period, as well as any preparations and maintenance necessary for the Programs.
- 7) Licensee shall provide at the facility for the duration of each event, as indicated on Appendix “A”, a First Aid kit in a form acceptable to the Town. Evidence of such provision shall be provided to the Parks, Recreation, and Open Space Manager or his/her designee prior to the commencement of each activity, or as deemed necessary by the Parks, Recreation, and Open Space Manager.

- 8) Licensee shall require that all officials, coaches, volunteers and instructors undergo Level II background screening prior to supervising children, and furnish the Town with verification that background checks have been completed. The background checks must be performed by a company or agency approved by the Town.
- 9) Licensee shall provide the Parks, Recreation, and Open Space Manager or his/her designee with a calendar of activities for each specific Program activity. Each calendar shall be due no later than thirty (30) days prior to the opening registration date and shall include (a) beginning and ending registration dates; (b) beginning program dates; (c) scheduled end of season; and approximate number of teams in the appropriate divisions of each activity; (f) provide the Town with any special maintenance requirements with at least seven (7) days prior notice.
- 10) Licensee shall ensure cleanup and sanitation of Facility and must leave the premises within one (1) hour of Program closing, leaving behind no trash, litter, or debris.
- 11) Licensee will provide the Town with information contained within participant rosters, including participant names and addresses, applications and/or corresponding documentation, including percentages of Town of Southwest Ranches Residents and non-residents, and any other requisite documentation.
- 12) Licensee will serve as liaison for participants to the Town of Southwest Ranches.
- 13) Licensee will be responsible for submitting all advertisements, flyers, banners, and promotional materials to the Town for prior approval.

14) Licensee will provide preferential pricing for Southwest Ranches residents for the programs in substantially the same form as set forth below. Any future rate increases shall require prior written approval of the Town. Programming may be updated or modified to meet the needs of the community with prior written approval by the Town.

PROGRAM	Start Date	End Date	Age Range	Resident Price	Non-Resident Price	Minimum Kids	Maximum Kids
SoccerTots	Tuesdays 9:00– 9:45 a.m.	TBD	18 months -	\$168	\$203	6	18
	Date TBD		3 years *				
7-week class	Tuesdays 10:00-10:45 a.m.	TBD	4-5 years	\$168	\$203	6	18
	Date TBD						
HoopsterTots	Wednesdays 9:00– 9:45 a.m.	TBD	2-3 years *	\$168	\$203	6	18
	Date TBD						
7-week class	Wednesdays 10:00– 10:45 a.m.	TBD	4 - 5 years	\$168	\$203	6	18
	Date TBD						
1stDownTots	Thursdays 9:00 to 9:45 a.m.	TBD	3-5 years	\$168	\$203	6	18
	Date TBD						
7-week class	Thursdays 10:00-10:45 a.m.	TBD	3-5 years	\$168	\$203	6	18
	Date TBD						

* **Tots age details:** Ages 18 months to 3 years (Parent participation is required)

Town of Southwest Ranches Responsibilities

- 1) Town will provide maintenance of the Facility, including weekly janitorial maintenance, with the exemption of post program cleaning and sanitizing. Additionally, the town provides regular monthly mowing, weed control and quarterly fire ant control on exterior areas.
- 2) Town may, in its sole discretion, limit the use of the Facility to prevent overuse, misuse or abuse of the Facility.
- 3) Town reserves the right to determine the suitability of any particular facility for use under this Agreement. Town shall bear no responsibility, nor shall Licensee seek any redress, for Licensee's inability to use a facility as provided herein, when, in the reasonable determination of the Town, a facility (or facilities) is deemed to be unsuitable for use for any period of time.

- 4) At all times, Town shall administer and enforce all applicable Town codes, policies and procedures. Town shall take such action as is necessary to prevent misuse of the facilities and/or misconduct by participants.
- 5) Town reserves the right to cancel, reschedule or change the location for any activities held at any of the Town's facilities. The Town may attempt to provide an alternative location for Licensee if facilities are not available, but Town is under no obligation to provide such replacement facilities to Licensee.
- 6) Town will provide access to the Premises from 8:30am – 11:30am on Tuesdays, Wednesdays, and Thursdays, based upon schedule for Program activities provided by licensee and agreed-upon by the Town.
- 7) Town will assist Licensee in the promotion of the Program by providing the following: articles and/or listing in the Southwest Ranches newsletter, banner space for promotion at Premises, and listing on the Town's Website and Social Media.
- 8) Town will provide access to accessible restrooms with handwashing facilities for Program participants.
- 9) Town will provide access to dumpster for the disposal of trash and debris for the program.
- 10) Town will provide Licensee with access to the premises, and to cleaning supplies for the Facility.