AMENDED



#### Southwest Ranches Town Council REGULAR MEETING

Agenda of October 24, 2024

Southwest Ranches Council Chambers 7:00 PM Thursday 13400 Griffin Road Southwest Ranches, FL 33330

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

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

#### 1. Call to Order/Roll Call

#### 2. Pledge of Allegiance

#### Quasi-Judicial Hearings

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

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

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

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

place.

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

#### 3. BBX Site Plan

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN APPLICATION NO. SP-86-24 BY BBX LOGISTICS PROPERTIES, LLC FOR APPROXIMATELY 335,000 SQUARE FEET OF WAREHOUSE ON THE PARCEL GENERALLY KNOWN AS THE CCA PROPERTY, INCLUSIVE OF ALL OR PARTS OF LOTS 60, 61 AND 62 OF THE REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

#### **Presentations**

- 4. Proclamation for Horse and Farm Preservation
- 5. Proclamation Hindu Heritage Month and Festival of Diwali
- 6. Proclamation Red Ribbon Week

#### 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 - 2nd Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA. AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS": PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS: PROVIDING FOR PENALTIES: PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS: PROVIDING FOR SEVERABILITY: AND PROVIDING AN EFFECTIVE DATE. [Approved on First Reading -October 16, 2024}

- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8)
- 14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 59 ACRES FROM A-1 AGRICULTURAL ESTATE DISTRICT TO US HIGHWAY 27 PLANNED BUSINESS DISTRICT, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. RZ-24-23)

#### **Resolutions**

- 15. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CHEN MOORE AND ASSOCIATES IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) TO PREPARE A COMPREHENSIVE VULNERABILITY ASSESSMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CITRIN COOPERMAN & COMPANY, LLP ("CITRIN COOPERMAN"); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO ETR, LLC IN THE AMOUNT OF FOUR HUNDRED NINETY-FIVE THOUSAND AND SEVEN DOLLARS AND ZERO CENTS (\$495,007.00) BY PIGGYBACKING OFF OF THE STATE OF FLORIDA SHERIFFS ASSOCIATION CONTRACT (FSA#23-VEF17.0); TO PURCHASE A NEW FIRE RESCUE UNIT FOR TOWN OF DAVIE FIRE RESCUE PURSUANT TO THE TOWN'S PUBLIC SAFETY AGREEMENT WITH THE TOWN OF DAVIE AS DELINEATED WITHIN RESOLUTION 2023-066; AND PROVIDING FOR AN EFFECTIVE DATE.

- 18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF TWO (2) LED MONUMENT SIGNS FROM i2 VISUAL VIA COOPERATIVE PURCHASING AGREEMENT WITH THE FLORIDA BUY STATE COOPERATIVE PURCHASING AGENCY CONTRACT #22-168 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$131,440.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- 19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH EAST COAST BUILDERS AND DEVELOPERS IN THE AMOUNT OF TWO MILLION SIX HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$2,617,000.00) FOR CONSTRUCTION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
- 20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING THE TOWN OF SOUTHWEST RANCHES PERPETUAL MAINTENANCE RESPONSIBILITY FOR THE FRONTIER TRAILS CONSERVATION EASEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **Discussion**

- 21. ARPA Allocated Projects Town Administrator Muñiz
- 22. Approval of Minutes
  - a. August 13, 2024 Budget Workshop Minutes Amended
- 23. Appointments
  - a. Comprehensive Plan Advisory Board Vacancy Vice Mayor Kuczenski

#### 24. 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.

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Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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:** Jeff Katims, Town Planner
- **DATE:** 10/24/2024
- SUBJECT: BBX Site Plan

#### **Recommendation**

Approval with conditions enumerated in the staff report.

#### Unanimous Vote of the Town Council Required?

Yes

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

BBX Logistics Properties, LLC requests site plan approval for a 335,617 square-foot warehouse building.

Fiscal Impact/Analysis

Staff Contact: Jeff Katims, Town Planner

#### ATTACHMENTS:

Description Resolution - TA Approved Upload DateType10/18/2024Resolution

October 24, 2024 Regular Meeting

Staff Report Site Plan and Civil Drawings Landscape Plans 
 10/17/2024
 Executive Summary

 10/17/2024
 Exhibit

 10/17/2024
 Exhibit

#### **RESOLUTION NO.** 2025 -

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN APPLICATION NO. SP-86-24 BY ALTMAN LOGISTICS PROPERTIES, LLC F/K/A BBX LOGISTICS PROPERTIES, LLC FOR APPROXIMATELY 335,000 SQUARE FEET OF WAREHOUSE ON THE PARCEL GENERALLY KNOWN AS THE CCA PROPERTY, INCLUSIVE OF ALL OR PARTS OF LOTS 60, 61 AND 62 OF THE REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** Altman Logistics Properties, LLC F/K/A BBX Logistics Properties, LLC ("Petitioner") has submitted Site Plan Application No. SP-86-24 for a 335,617 square-foot warehouse building on the parcel generally known as the "CCA Property" (the "Property"), legally described in Exhibit "A" to this Resolution; and

**WHEREAS,** the Petitioner is under contract to purchase the Property from the Town of Southwest Ranches ("Town"); and

**WHEREAS**, the Property is zoned Manufacturing and Industrial District ("M District"); and

WHEREAS, the M District allows warehouse and distribution centers by right; and

**WHEREAS,** the Property is platted with a restrictive plat note that allows up to 530,600 square feet of industrial use; and

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

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

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

<u>Section 2.</u> Approval of Site Plan. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on October 24, 2024, the Town Council hereby approves Site Plan Application No. SP-86-23 for the Property as legally described in Exhibit "A" attached hereto and made a part hereof, in accordance with the following stipulated conditions:

- 1. The Town Administrator is authorized to administratively approve modifications to the approved site plan that the Administrator deems necessary and appropriate to comply with any ULDC or fire department access requirement, site photometrics, dumpster enclosure details, architectural details, signage, and/or other ULDC requirements, provided that no such modification increases the area, height or plot coverage of the building, nor overall site configuration.
- 2. Permits for construction of SW 202<sup>nd</sup> Avenue must be obtained from the applicable jurisdictions prior to issuance of a building permit for vertical construction. Construction of SW 202<sup>nd</sup> Avenue must be completed and accepted on final inspection by the respective permitting jurisdictions prior to issuance of a Certificate of Occupancy.
- 3. Prior to issuance of a building permit for vertical construction, an agreement with the City of Pembroke Pines must be executed and recorded for its provision of municipal potable water and sanitary sewer services to the Property or larger area of the Town that includes the Property.
- 4. The use of the Property shall be limited to storage and distribution warehouse.
- 5. Pursuant to the Town's Unified Land Development Code, the approved site plan shall control the construction of improvements on the Property, notwithstanding any provision in the Profit Participation Plan Agreement.

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

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

**PASSED** by the Town Council of the Town of Southwest Ranches, Florida, this 24<sup>th</sup> day

of October 2024, on a motion by \_\_\_\_\_and seconded

by \_\_\_\_\_\_.

Resolution No. 2025-\_\_\_

(Signatures on the Following Page)

Breitkreuz	 Ayes	
Kuczenski	 Nays	
Allbritton	 Absent	
Hartmann	 Abstaining	
Jablonski	 -	

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 1001.089.2024

Resolution No. 2025-\_\_\_

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#### Exhibit "A"

#### Legal Description

LOTS 60, 61, AND 62, AND THE VACATED RIGHT-OF-WAY OF SYLVAN PASS, OF REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 157, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THE PROPERTY CONVEYED FOR ROAD EASEMENT BY WARRANTY DEED RECORDED ON APRIL 11, 2012 IN OFFICIAL RECORDS BOOK 48658, PAGE 890 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AND

LESS AND EXCEPT THE PROPERTY CONVEYED FOR RIGHT OF WAY DEDICATION BY QUIT CLAIM DEED RECORDED ON APRIL 24, 2012 IN OFFICIAL RECORDS BOOK 48692, PAGE 1978, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

Resolution No. 2025-

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#### TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE:	October 24, 2024
SUBJECT:	Site Plan Application SP-86-24; BBX Logistics
ADDRESS:	The "CCA Parcel" on SW 202 <sup>nd</sup> Avenue, located approximately 2,000 feet north of Sheridan Street.
PETITIONER:	BBX Logistics Properties, LLC
OWNER:	Town of Southwest Ranches
ZONING:	M, Manufacturing and Industrial District
LAND USE PLAN DESIGNATION:	Industrial
<b>REQUEST:</b>	Site plan approval for a 335,617 square-foot warehouse

**EXHIBITS:** Staff Report, Aerial Photograph, Site Plan and Civil Drawings.

#### **DETAILED REQUEST AND ANALYSIS:**

BBX Logistics Properties, LLC ("Petitioner"), acting in its capacity as contract purchaser and developer, submitted a site plan application to develop a 335,617 square-foot warehouse building on the Town's 24.36-acre "CCA Property." The site is zoned M, Manufacturing and Industrial District. The M District allows warehousing and distribution by right.

The property is platted with a restrictive use note on the face of the plat that allows more than 500,000 square feet of industrial use. The one-story building would occupy approximately 32 percent of the property, in compliance with the 50 percent plot coverage allowance and maximum 0.50 floor area ratio. The M District does not establish minimum pervious area or maximum impervious area requirements.

The front of the building faces north, with two entrances at either end of the building opening to the 230-space parking lot, which exceeds the parking requirement in the ULDC by nearly 40 percent. The tractor-trailer loading bays line the south side of the building. Access to the parking facility and loading area would be provided from separate driveways that access SW 202<sup>nd</sup> Avenue, which the Petitioner is required to construct

north of its current terminus in Pembroke Pines. Permits from Pembroke Pines and Broward County will be required. SW 202 Avenue will terminate at the subject site.

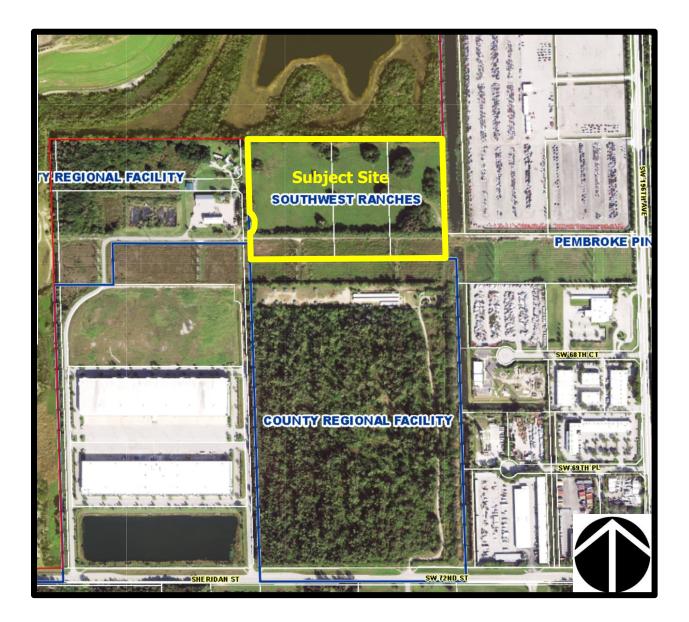
Dry retention would be provided north of the parking facility and within the FPL primary transmission easement south of the loading area. SBDD has reviewed the plans and will require that BBX obtain a paving and drainage permit. Landscape buffers would be provided on all sides of the property.

#### **STAFF RECOMMENDATION:**

Staff finds that the site plan will comply with the requirements of the Unified Land Development Code subject to the following recommended conditions:

- 1. The Town Administrator is authorized to administratively approve modifications to the approved site plan that the Administrator deems necessary and appropriate to comply with any ULDC or fire department access requirement, site photometrics, dumpster enclosure details, architectural details, signage, and/or other ULDC requirements, provided that no such modification increases the area, height or plot coverage of the building, nor overall site configuration.
- 2. Permits for construction of SW 202<sup>nd</sup> Avenue must be obtained from the applicable jurisdictions prior to issuance of a building permit for vertical construction. Construction of SW 202<sup>nd</sup> Avenue must be completed and accepted on final inspection by the respective permitting jurisdictions prior to issuance of a Certificate of Occupancy.
- 3. Prior to issuance of a building permit for vertical construction, an agreement with the City of Pembroke Pines must be executed and recorded for its provision of municipal potable water and sanitary sewer services to the Property or larger area of the Town that includes the Property.

#### SP-86-24 AERIAL LOCATION MAP



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# 202 S 6500

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# DESCRIPTION LEGAL

LEGAL DESCRIPTION: (PER TITLE COMMITMENT)

LOTS 60, 61, AND 62, AND THE VACATED RIGHT-OF-WAY OF SYLVAN PASS, OF REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 157, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THE PROPERTY CONVEYED FOR ROAD EASEMENT BY WARRANTY DEED RECORDED ON APRIL 11, 2012 IN OFFICIAL RECORDS BOOK 48658, PAGE 890 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

AND LESS AND EXCEPT THE PROPERTY CONVEYED FOR RIGHT OF WAY DEDICATION QUIT CLAIM DEED RECORDED ON APRIL 24, 2012 IN OFFICIAL RECORDS BOOK 48692, PAGE 1978, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

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PROJECT DIRECTORY	LANDSCAPE ARCHITECT: MILLER LEGG & ASSOCIATES 13680 NW 5TH STREET, SUITE 200 SUNRISE, FLORIDA 33325 TEL.: (954) 436–7000	<u>ARCHITECT:</u> ARCADIS 150 S. PINE ISLAND ROAD, SUITE 315 PLANTATION, FL 33324 TEL: (654) 761–3460			
NSTRUC	N. ANDREWS AVENU LAUDERDALE, FLORI ENGINEER: R LEGG & ASSOCIAT NW 5TH STREET, SE, FLORIDA 33325 (954) 436-7000	<u>SURVEYOR:</u> MILLER LEGG & ASSOCIATES 13680 NW 5TH STREET, SUITE 200 SUNRISE, FLORIDA 33325 TEL.: (954) 436–7000			

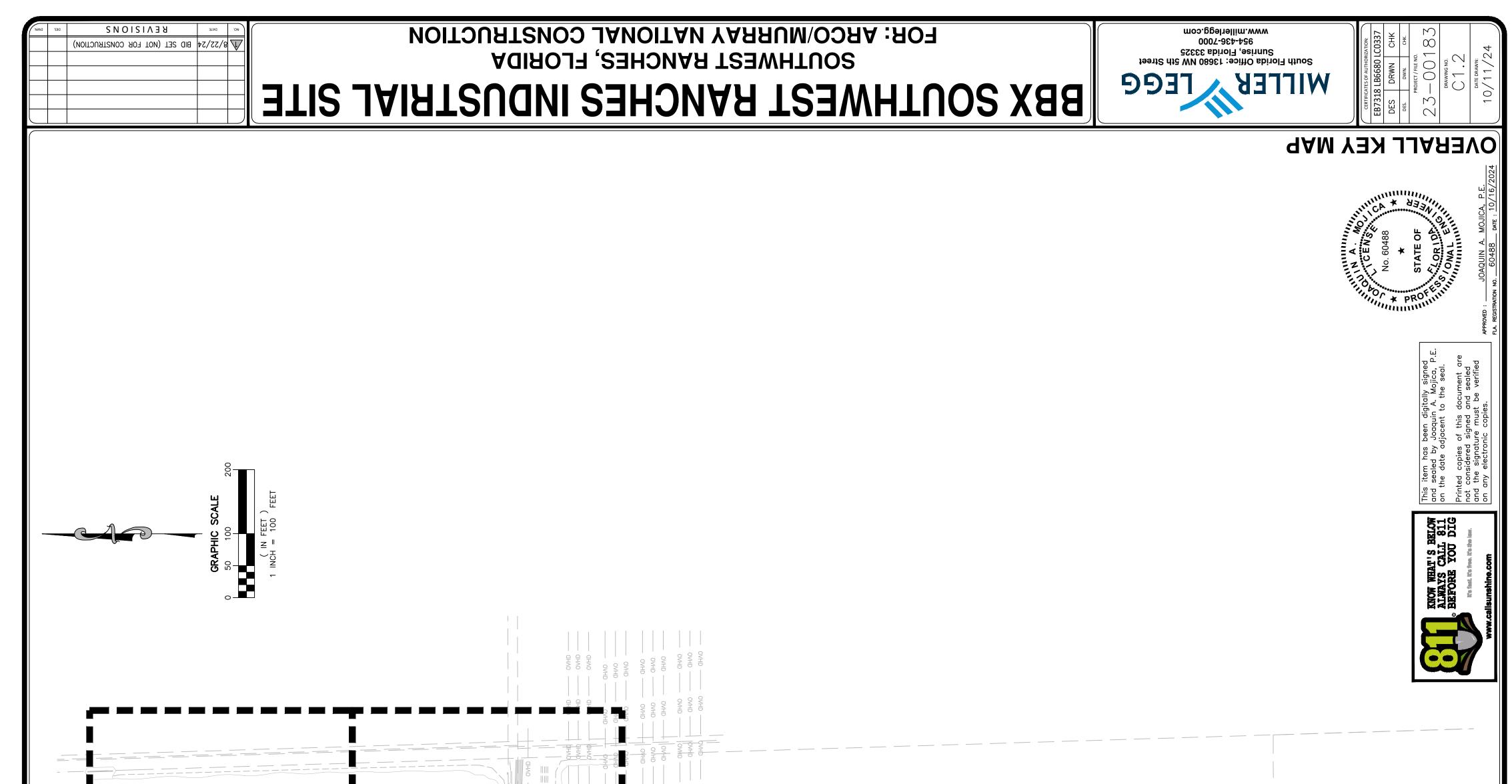
<u>COUNTY:</u> BROWARD

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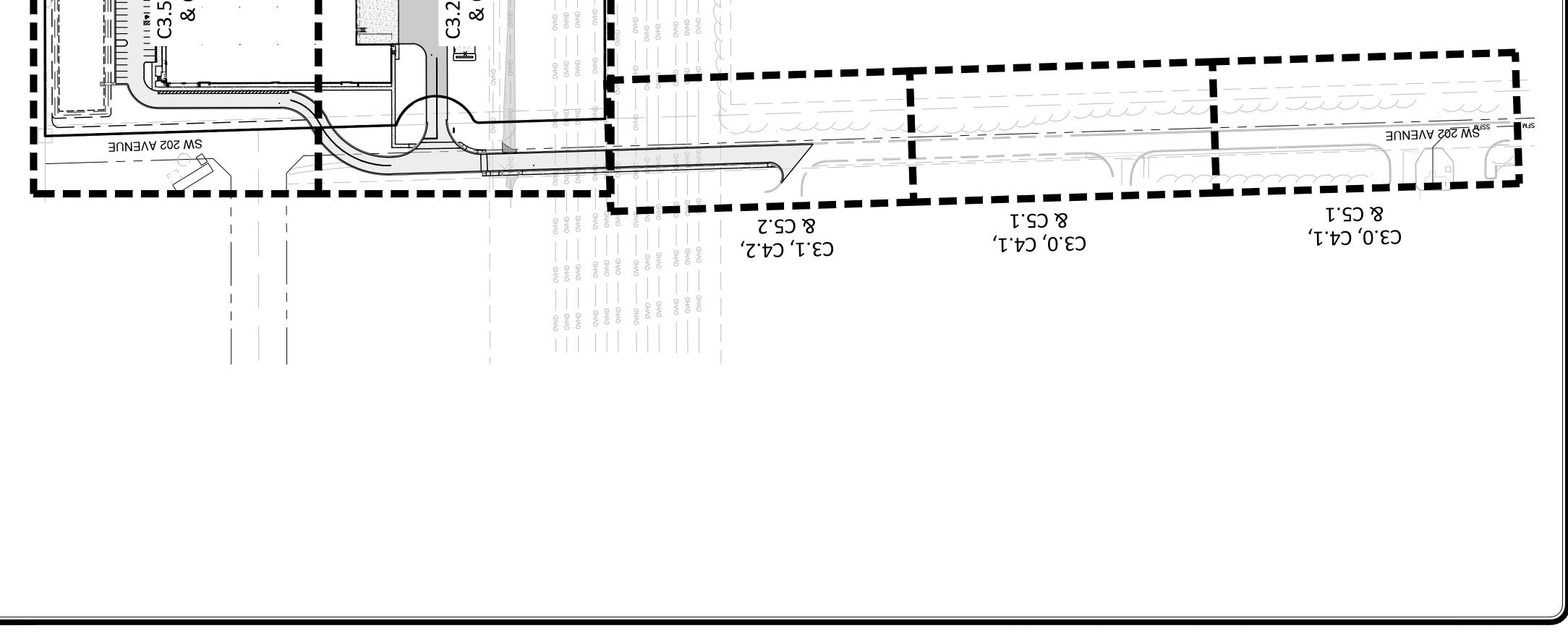
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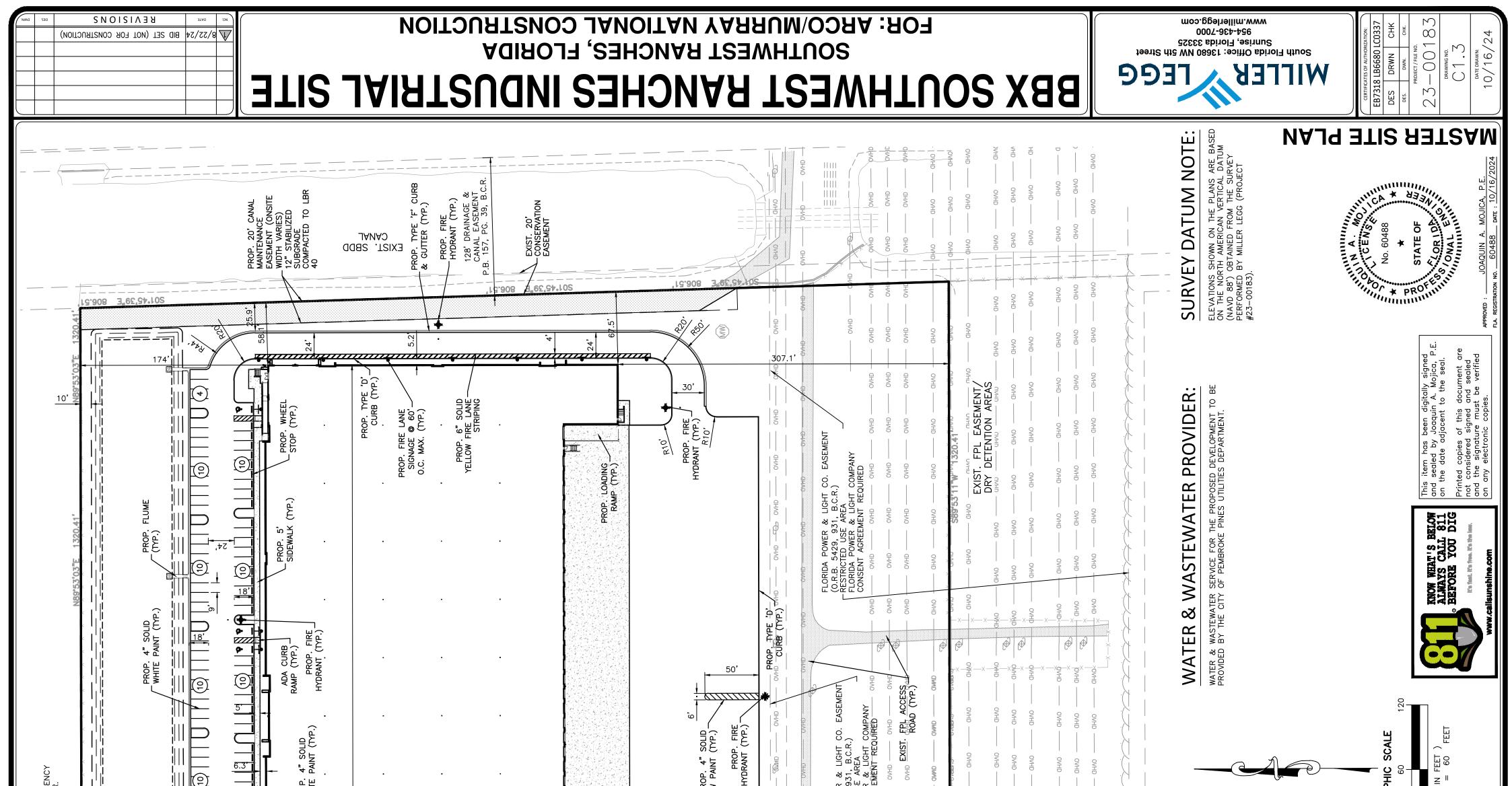
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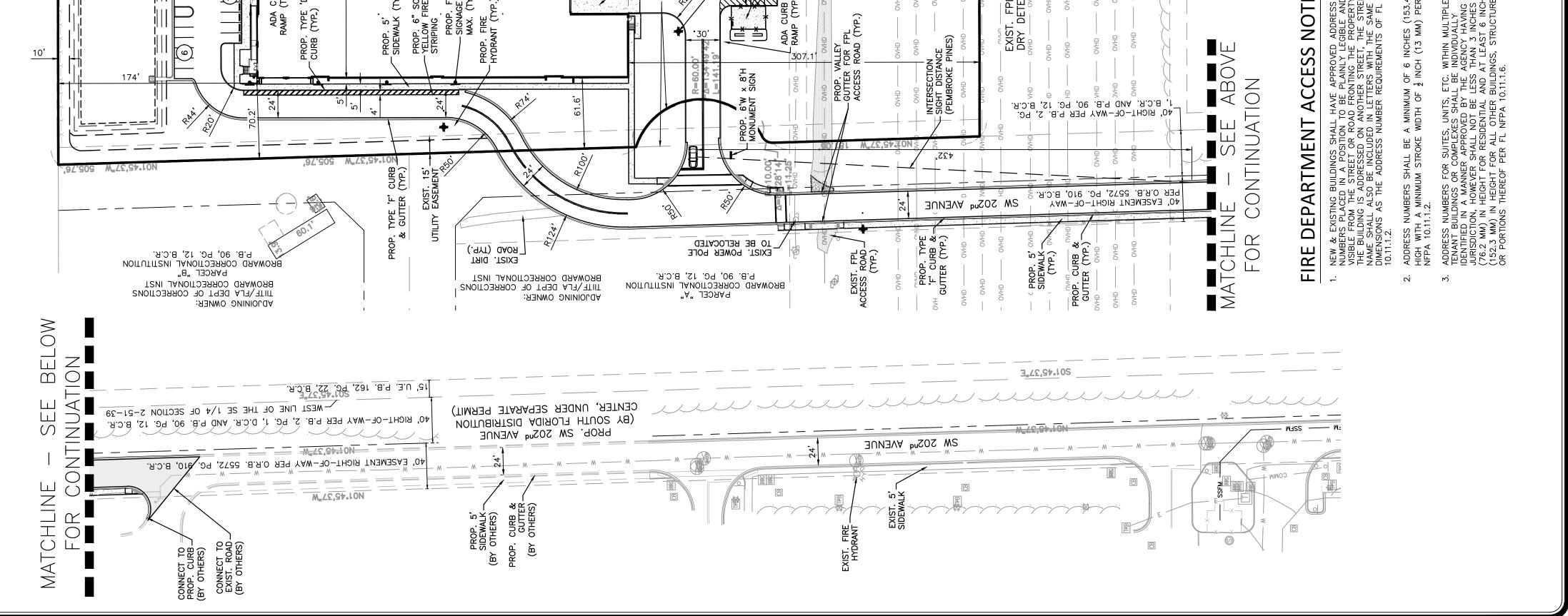
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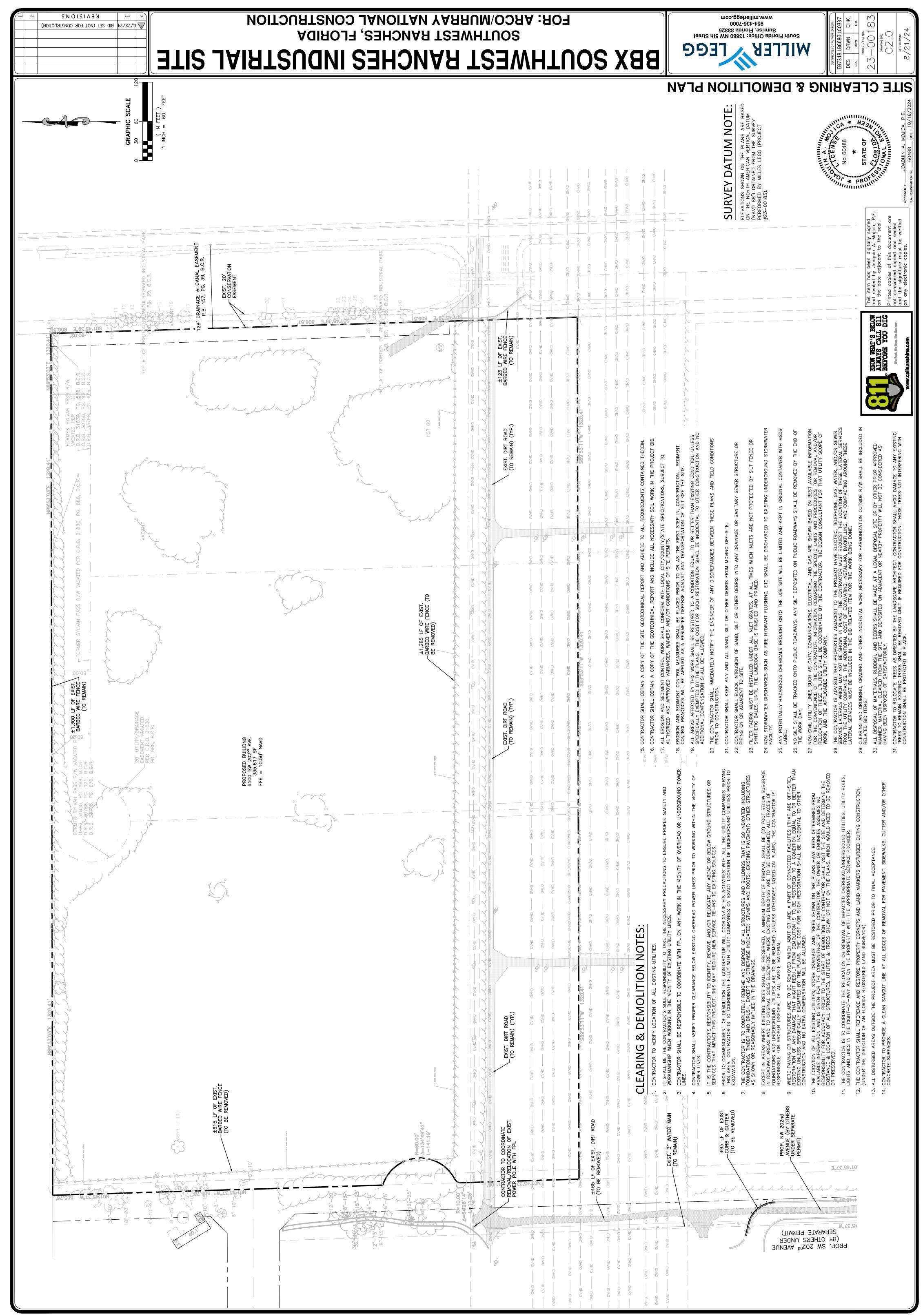


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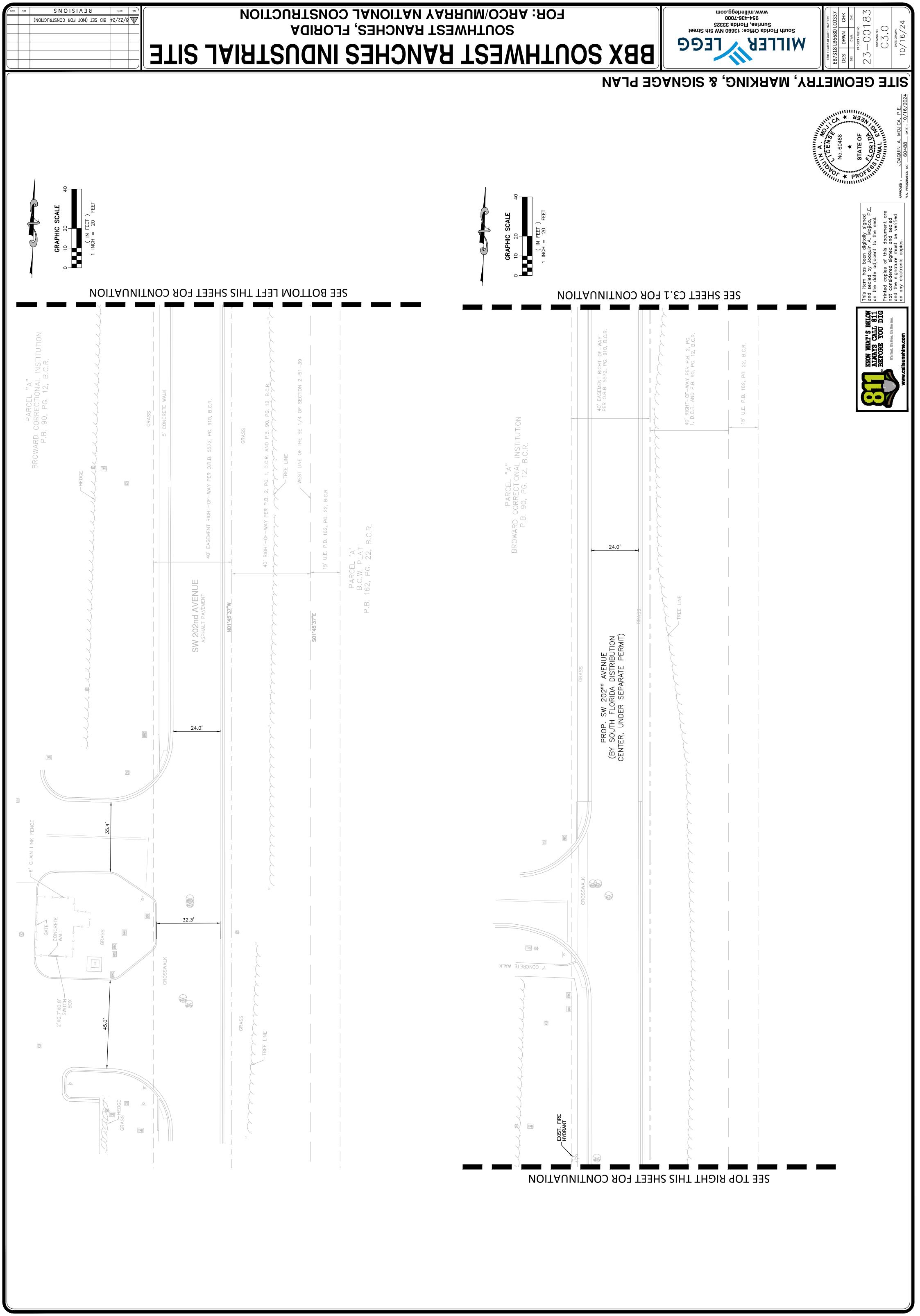


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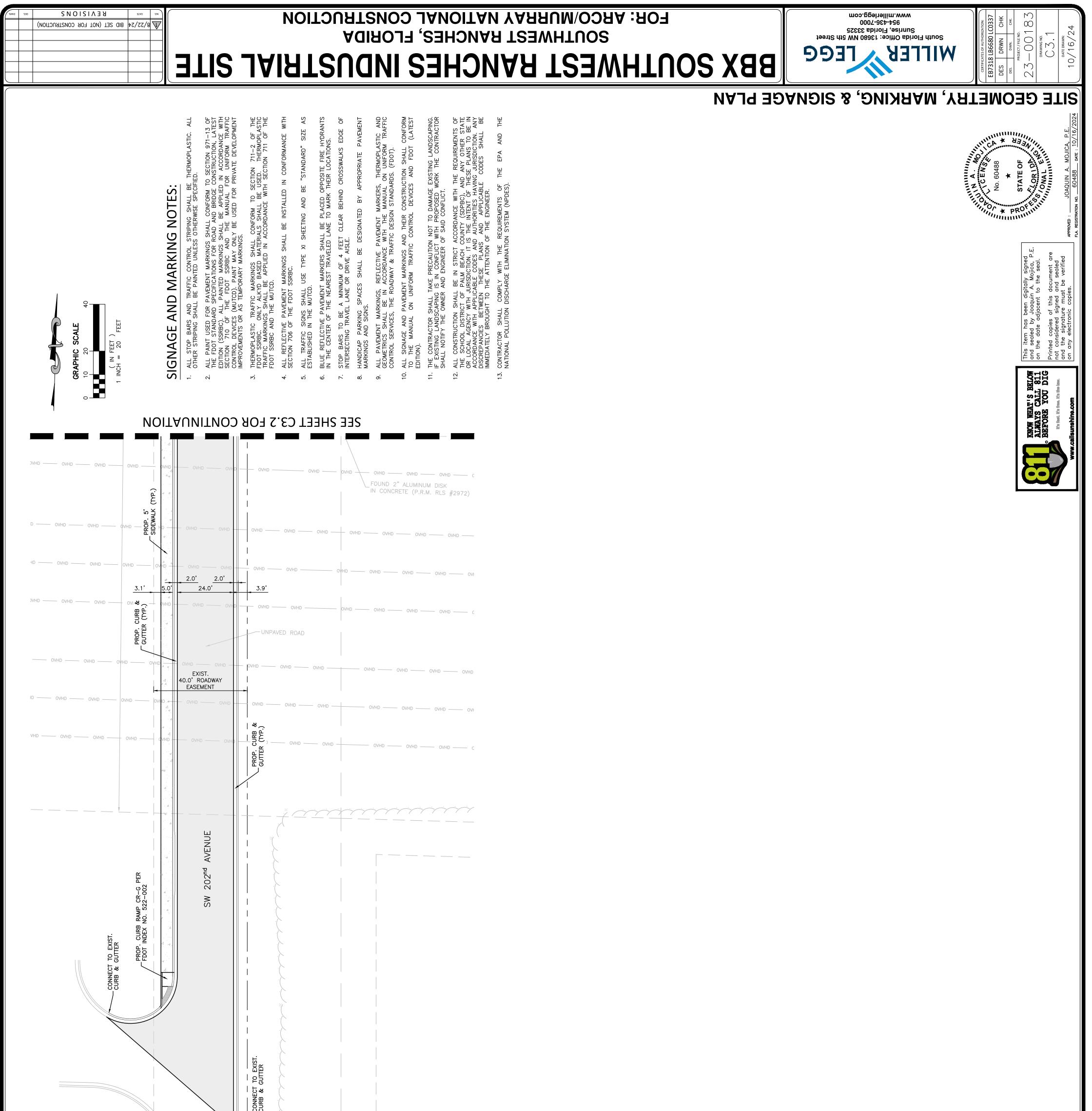




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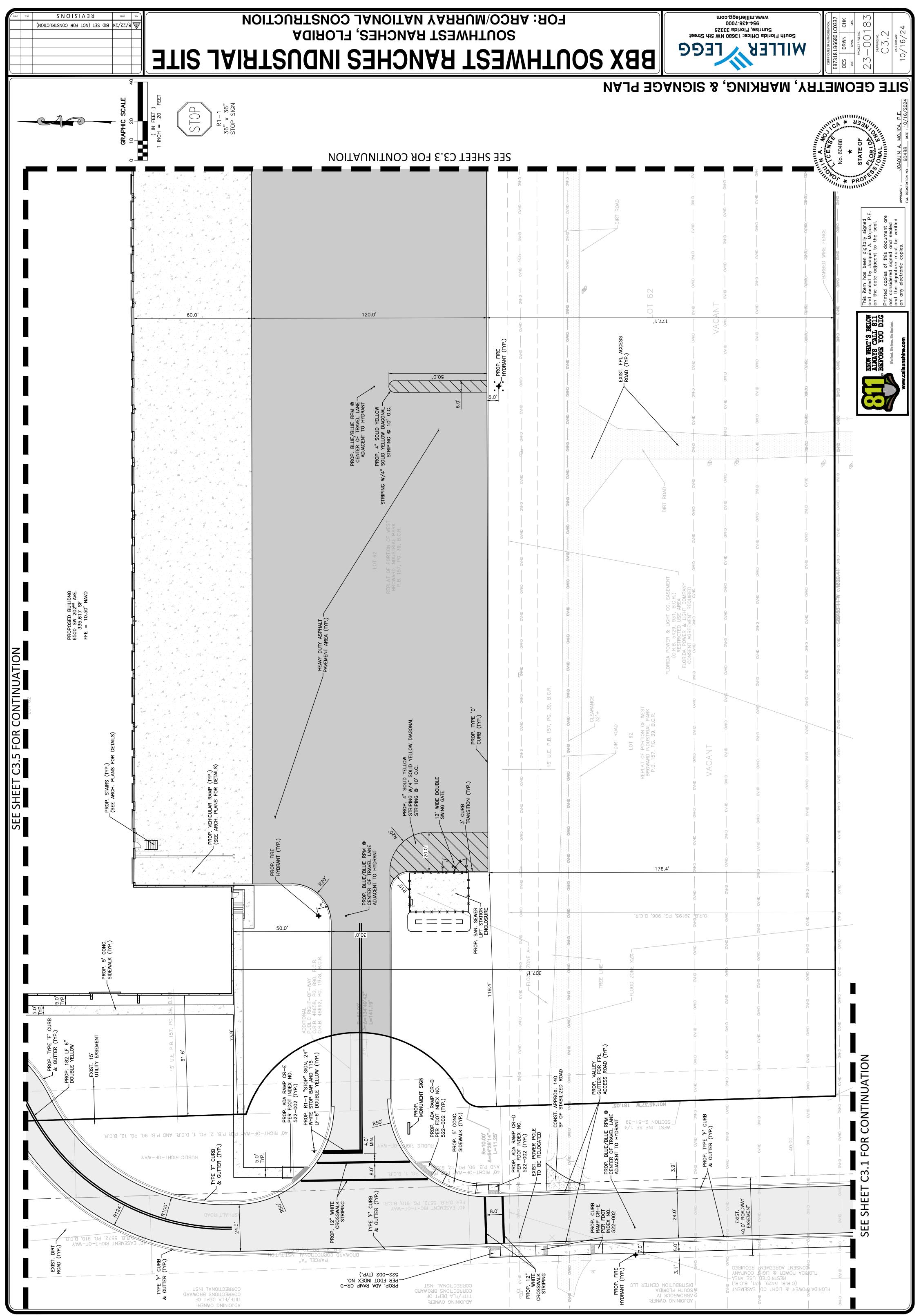


W: PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM

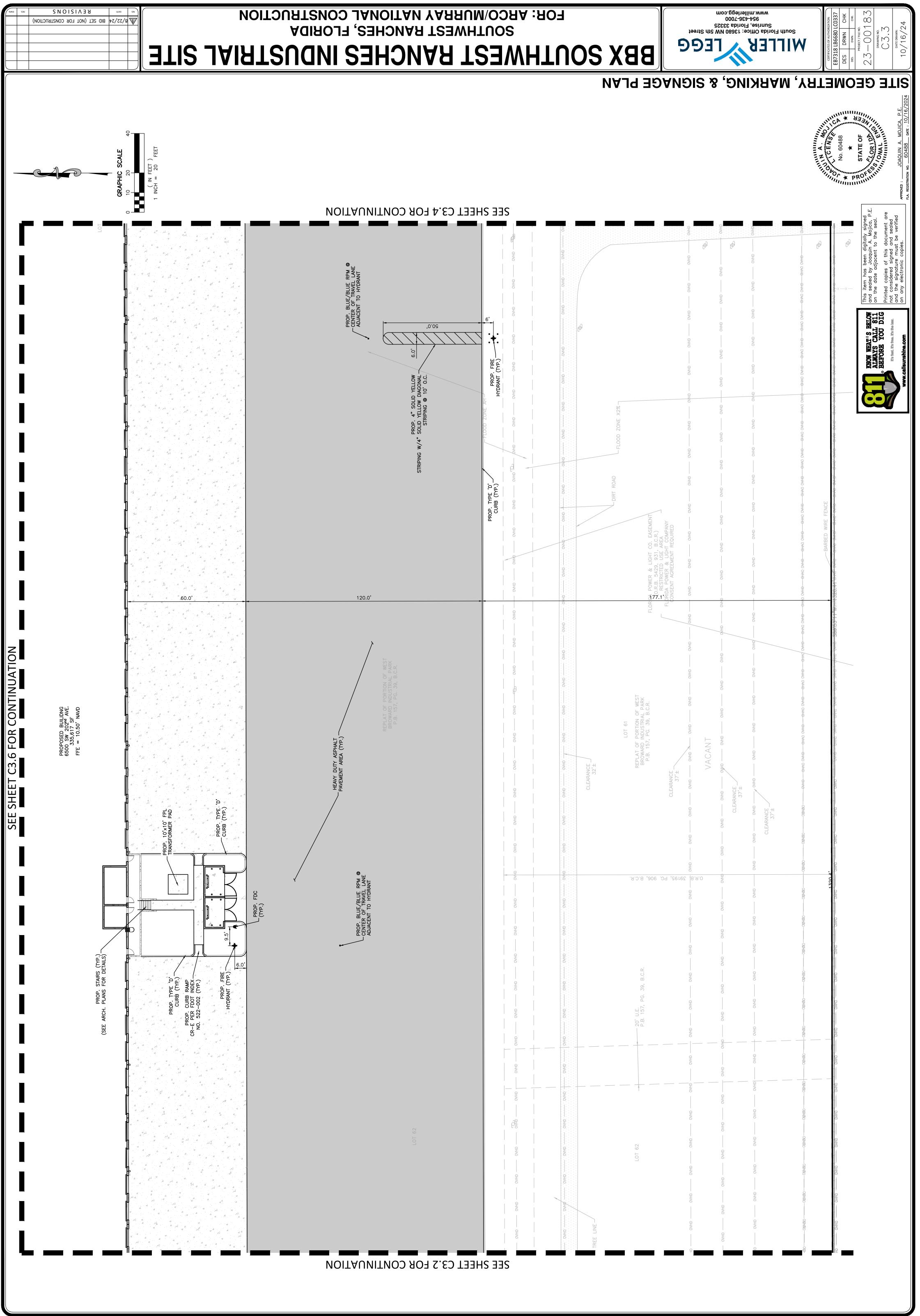


See SHEET C3.0 FOR CONTINUENDING
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4:25:400 by MDUNSHEE 10/16/2024 BX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:348 AM



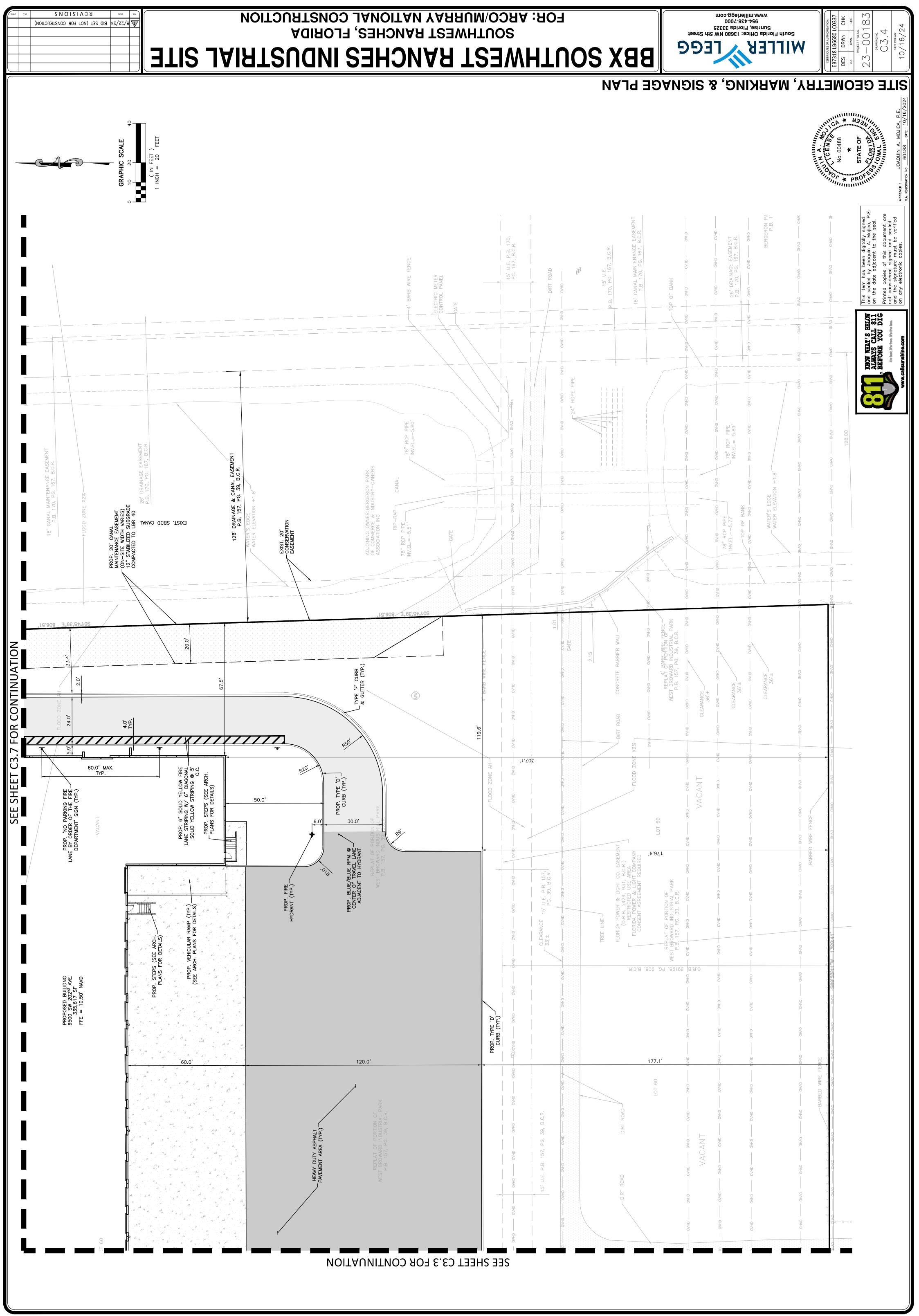
W:/PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM



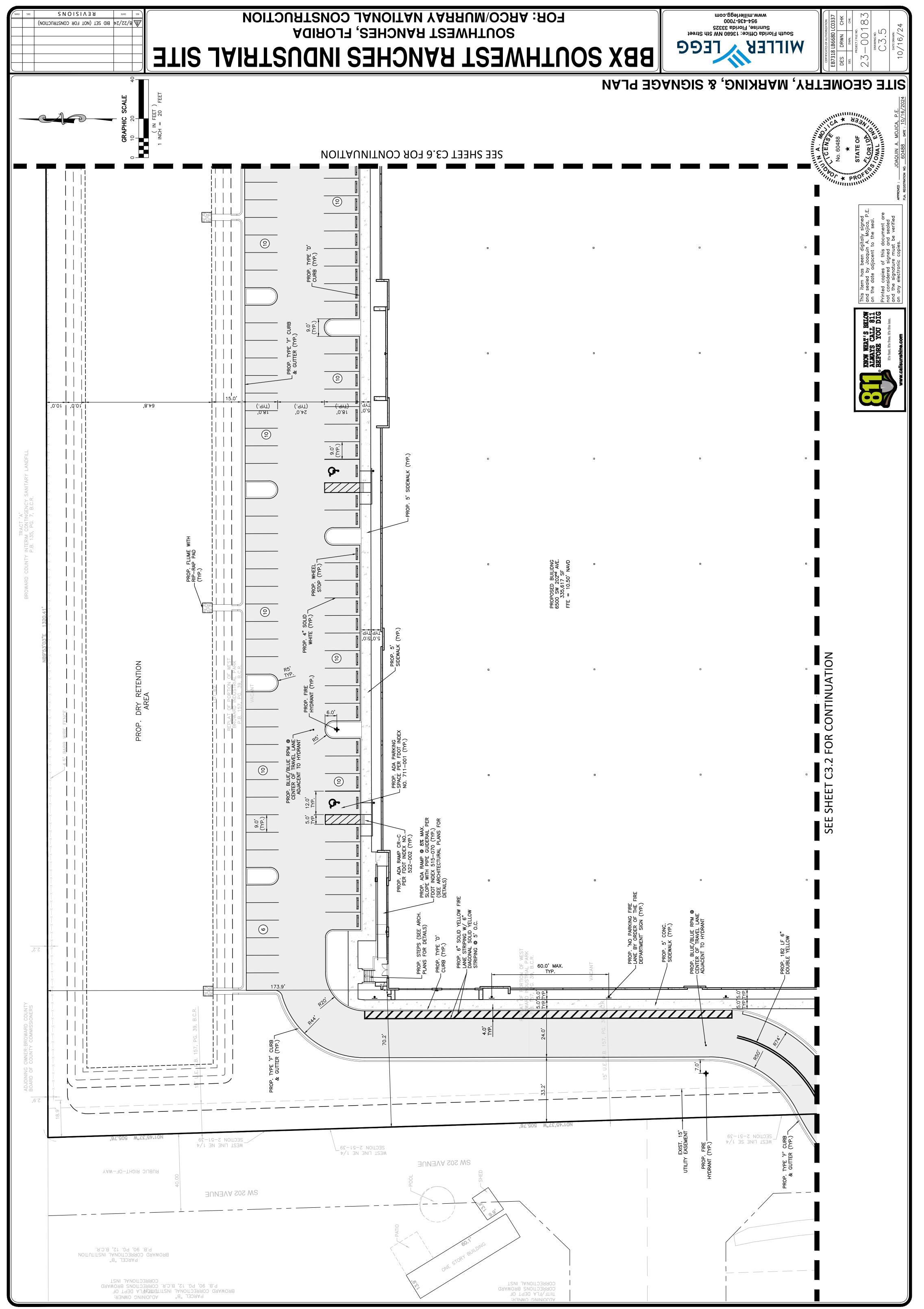




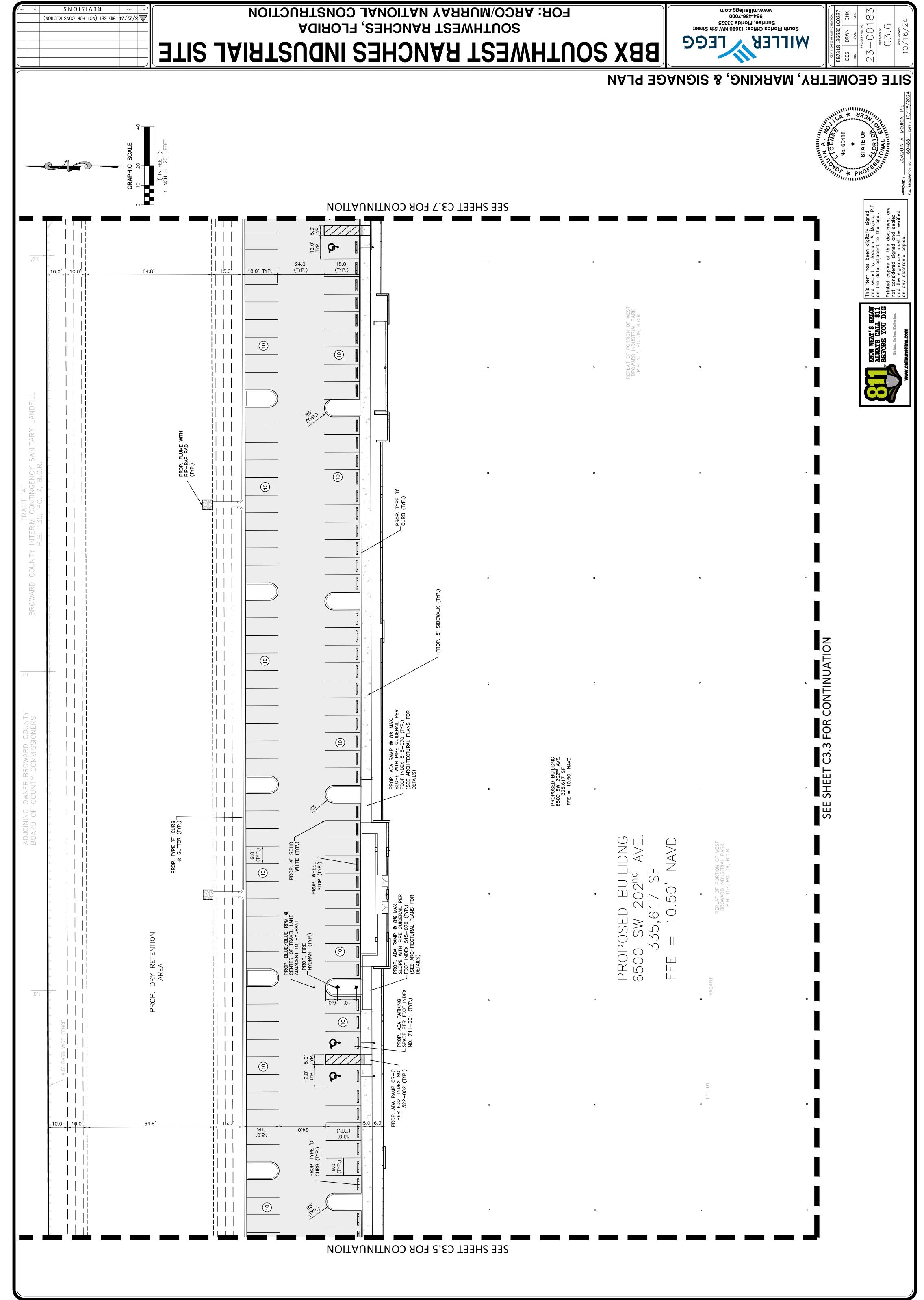
W:/PROJECTS/2023/23-00165 - BBX SW RENCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM



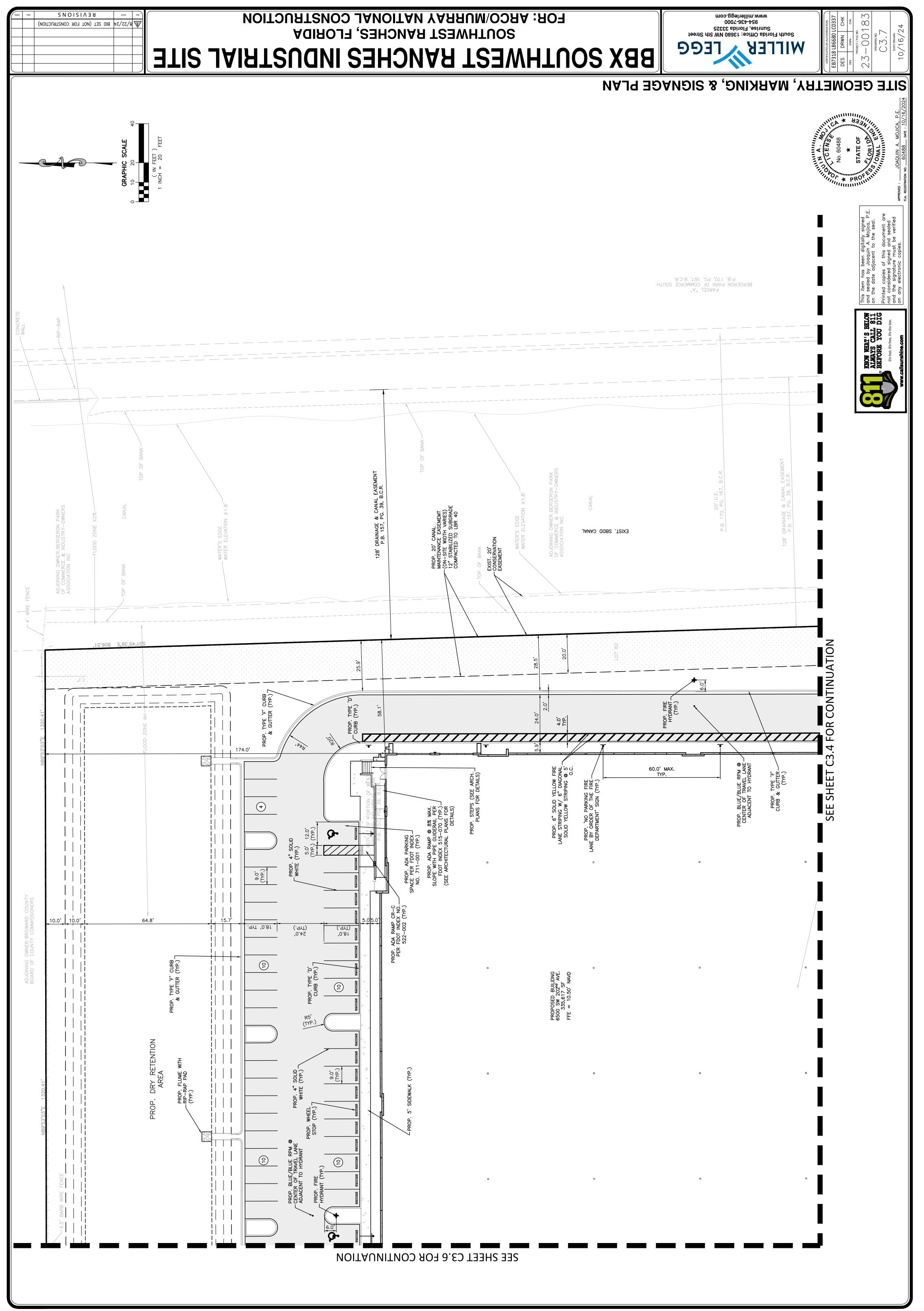
V:/PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM



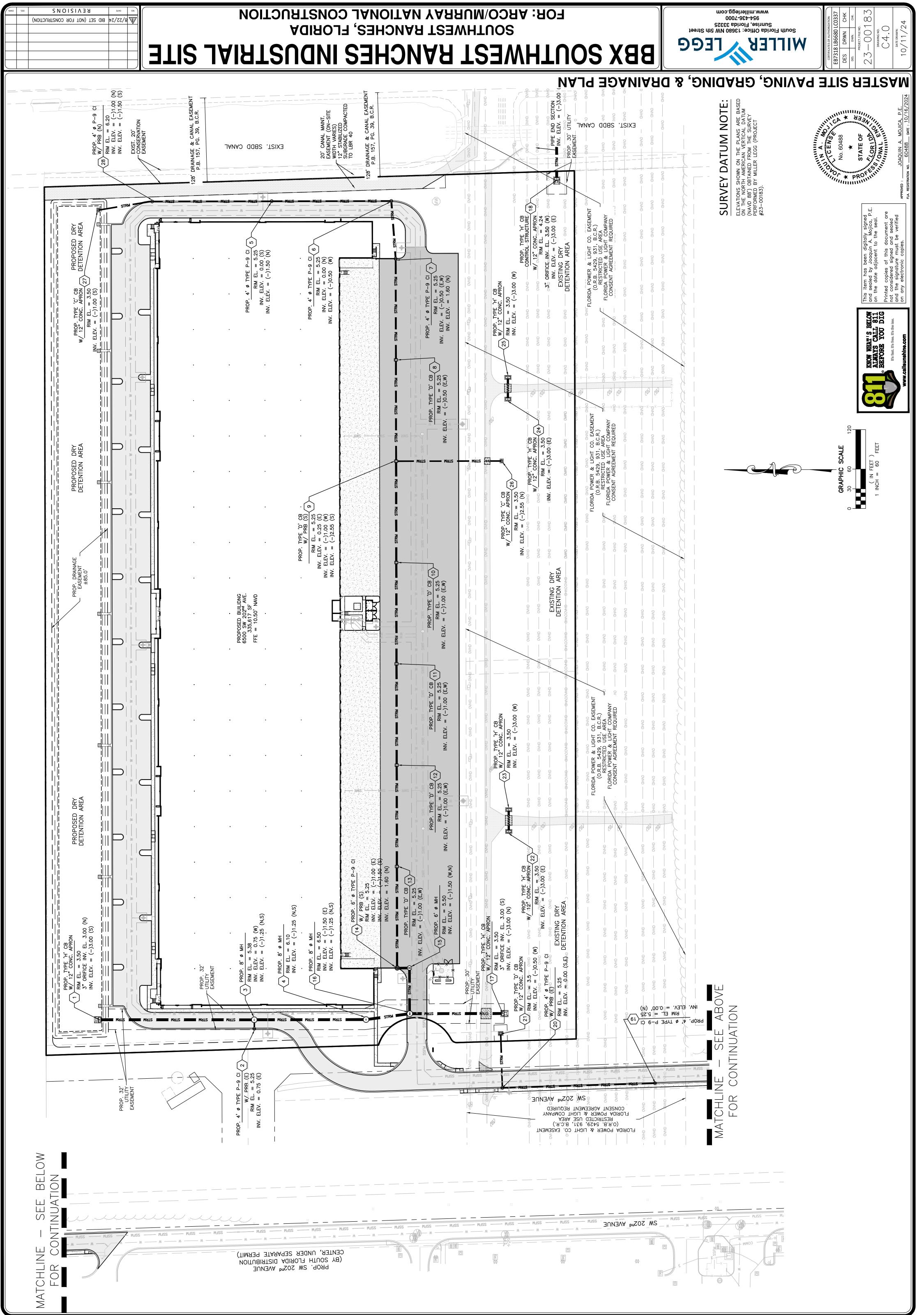
WA 84:25:11 4202/21-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM

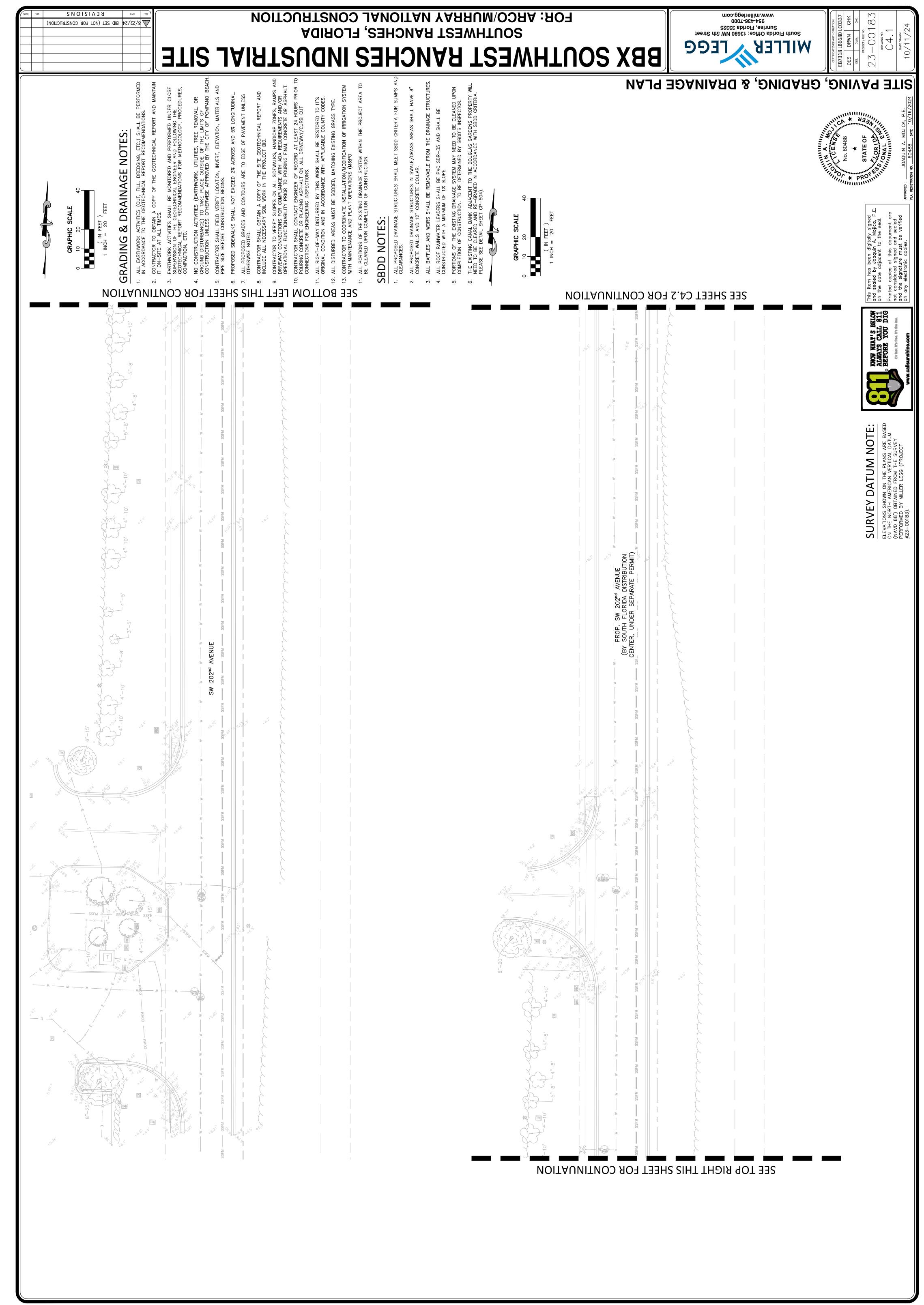


W: 84:25:11 4202/01 31 MDUNSHEE 10/16/2024 11:33:48 MDUNCE/22-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM

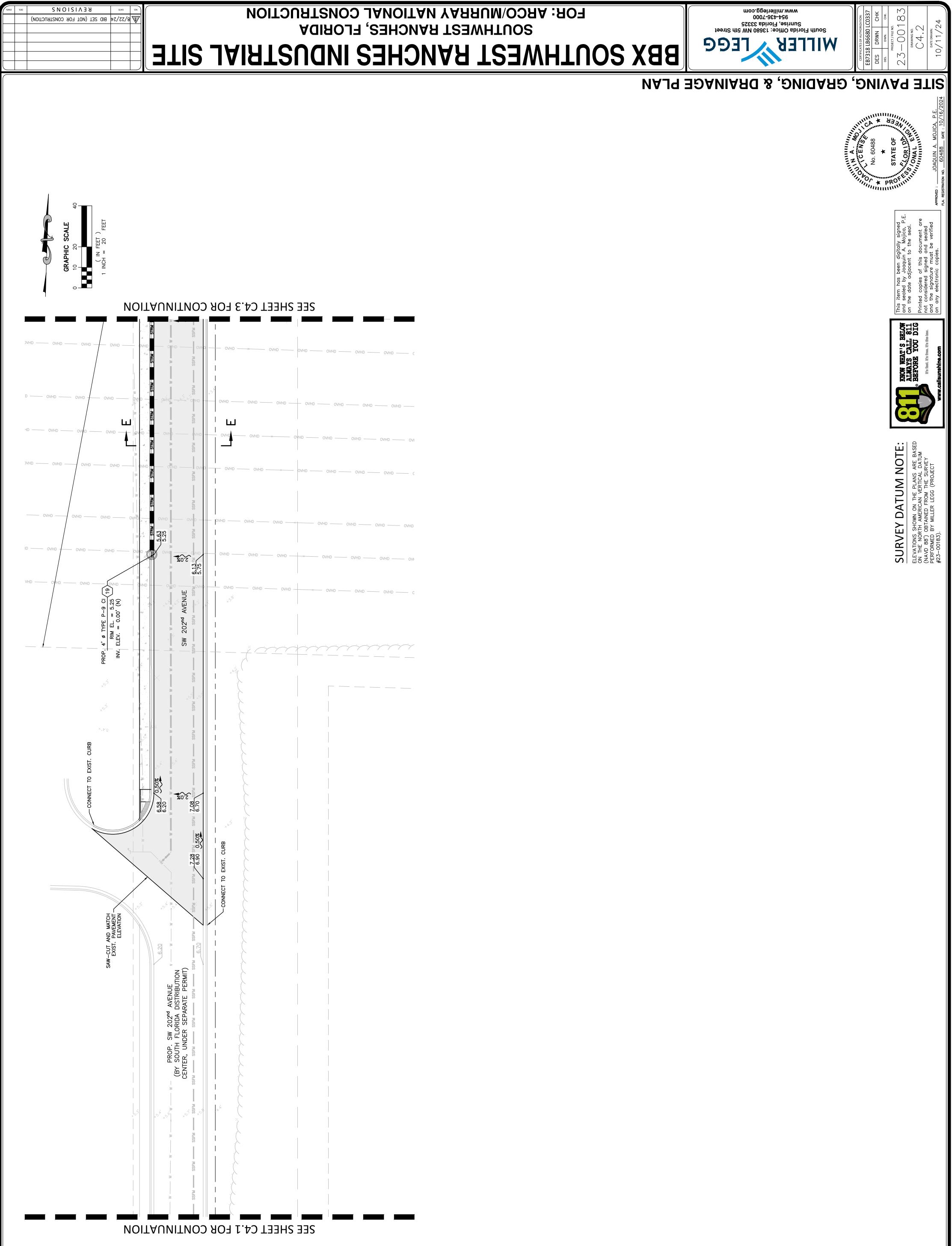


W: PROJECTS/2023/22-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_GEO.DWG by MDUNSHEE 10/16/2024 11:33:48 AM

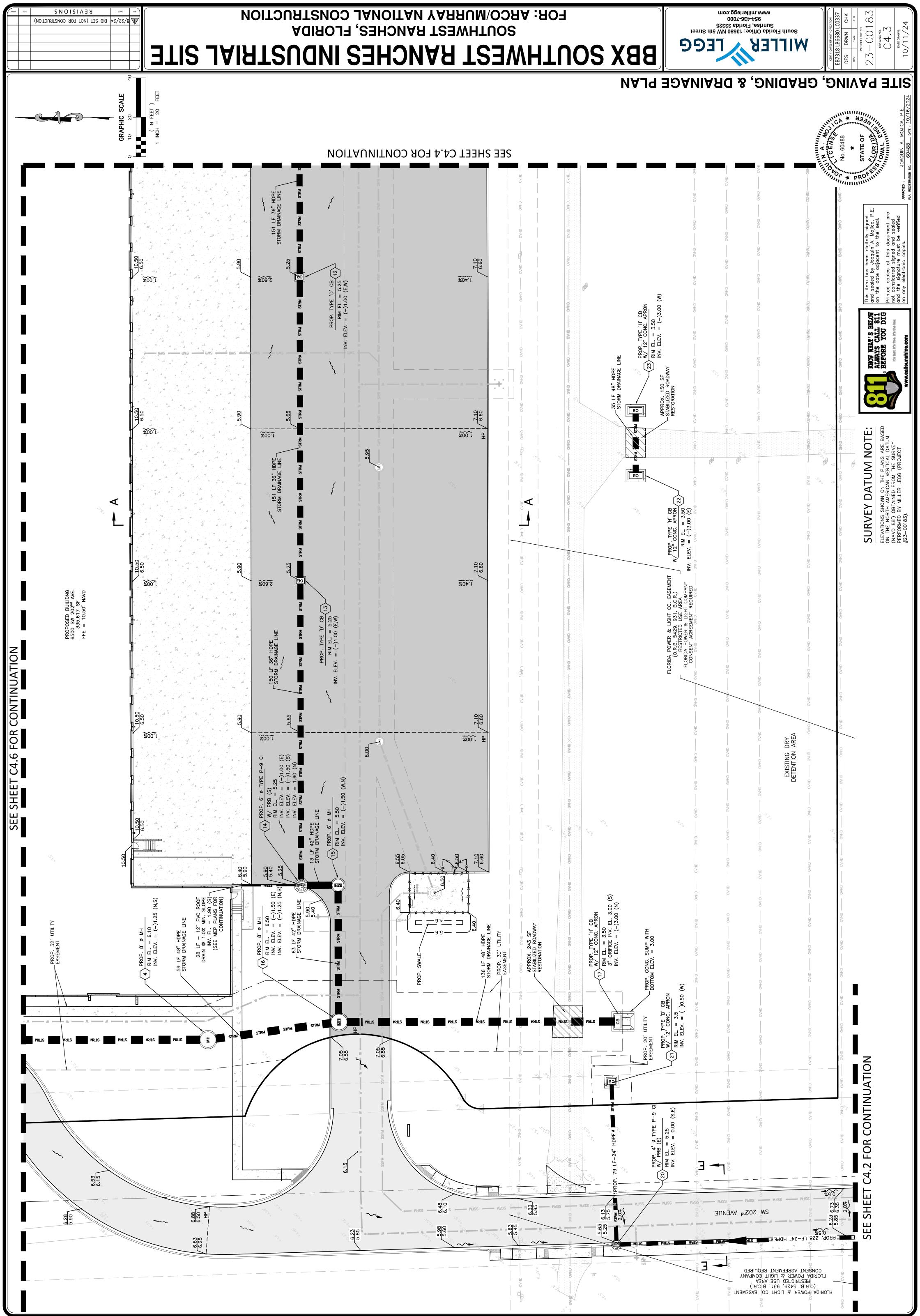




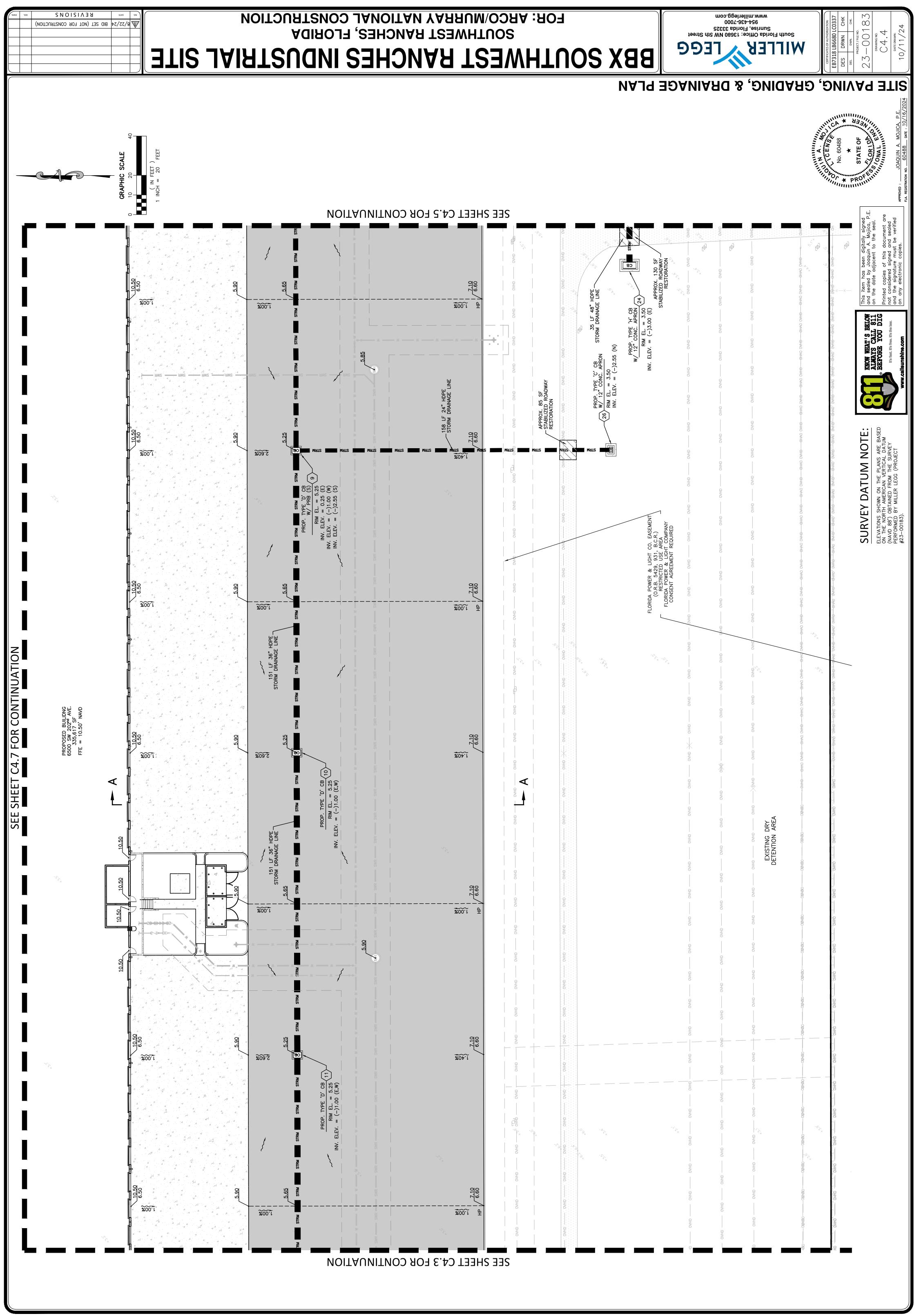
WA E1:35:11 4202/01 33H200 M (d OWD.039\_E8100-22/200104718 JANTUDU 29100 M RAUCHE 10/16/2024 11:35:11 AM



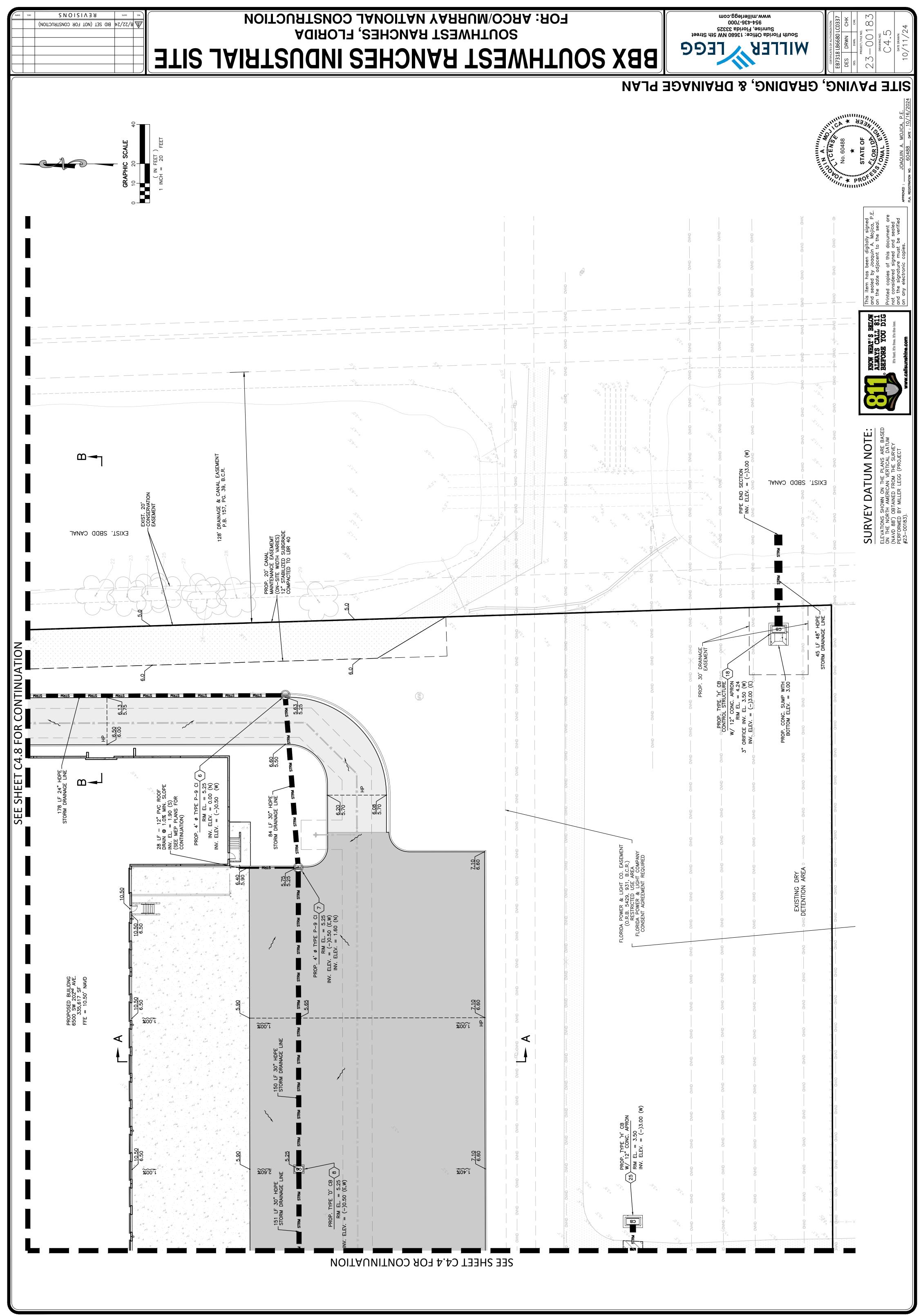
W: 21:35:11 4202/01 3H200 M (a OWD.03-28100-22/200104181 SITE/DRAWINGS/23-00183\_PGD.DWG by MDUNSHEE 10/16/2024 11:35:13 AM



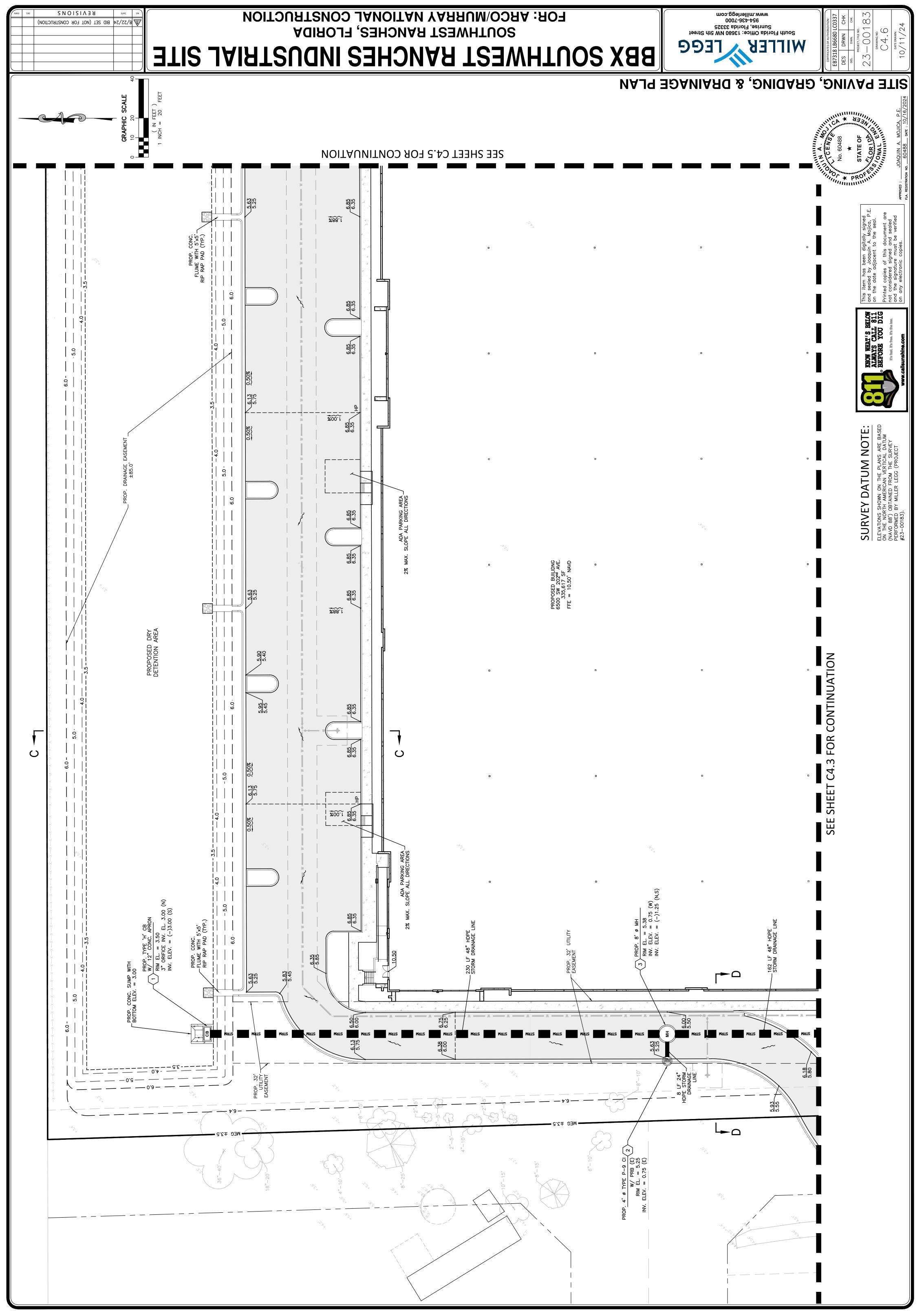
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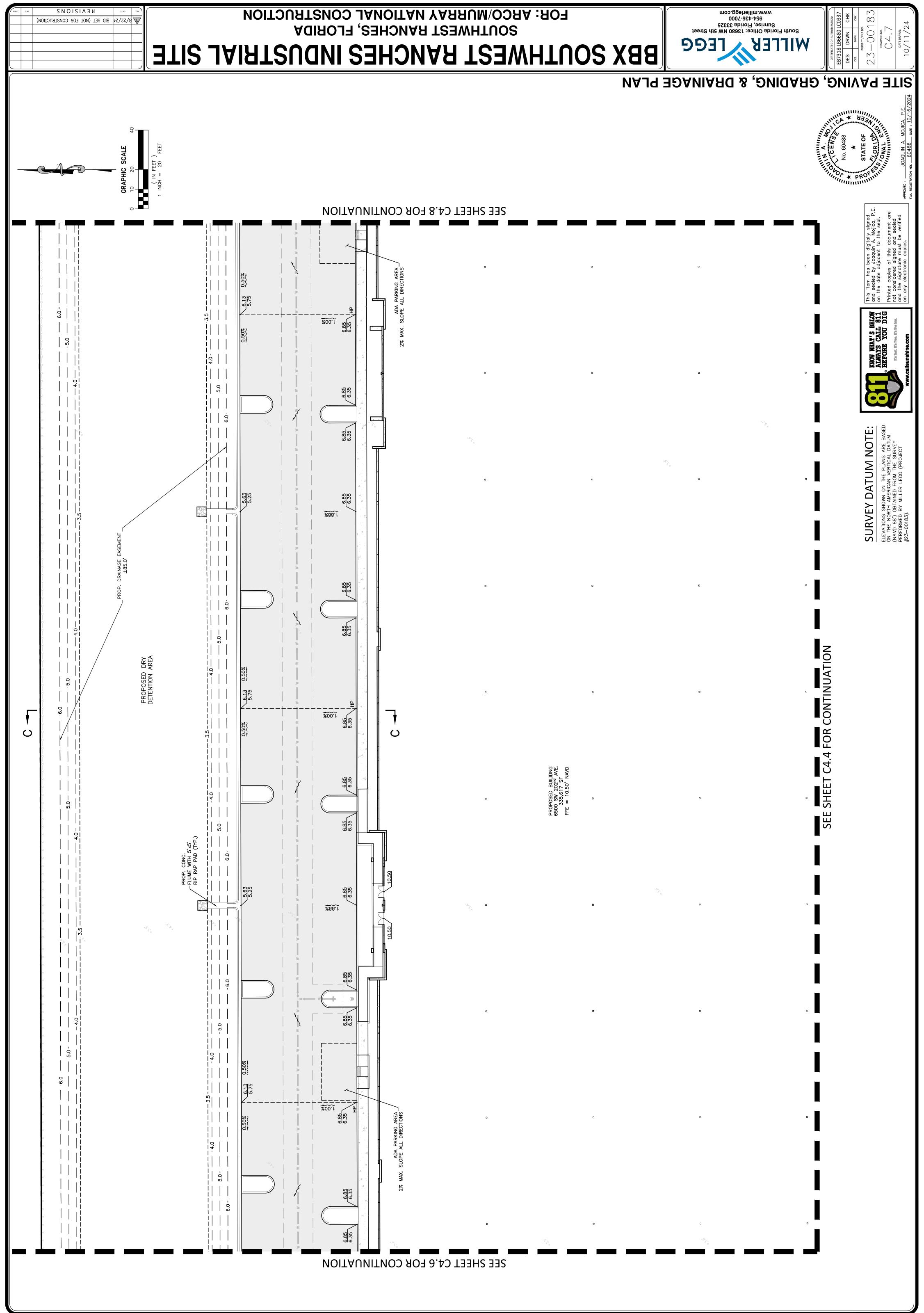
MA E1:35:11 4202/01 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_PGD.DWG by MDUNSHEE 10/16/2024 11:35:13 AM



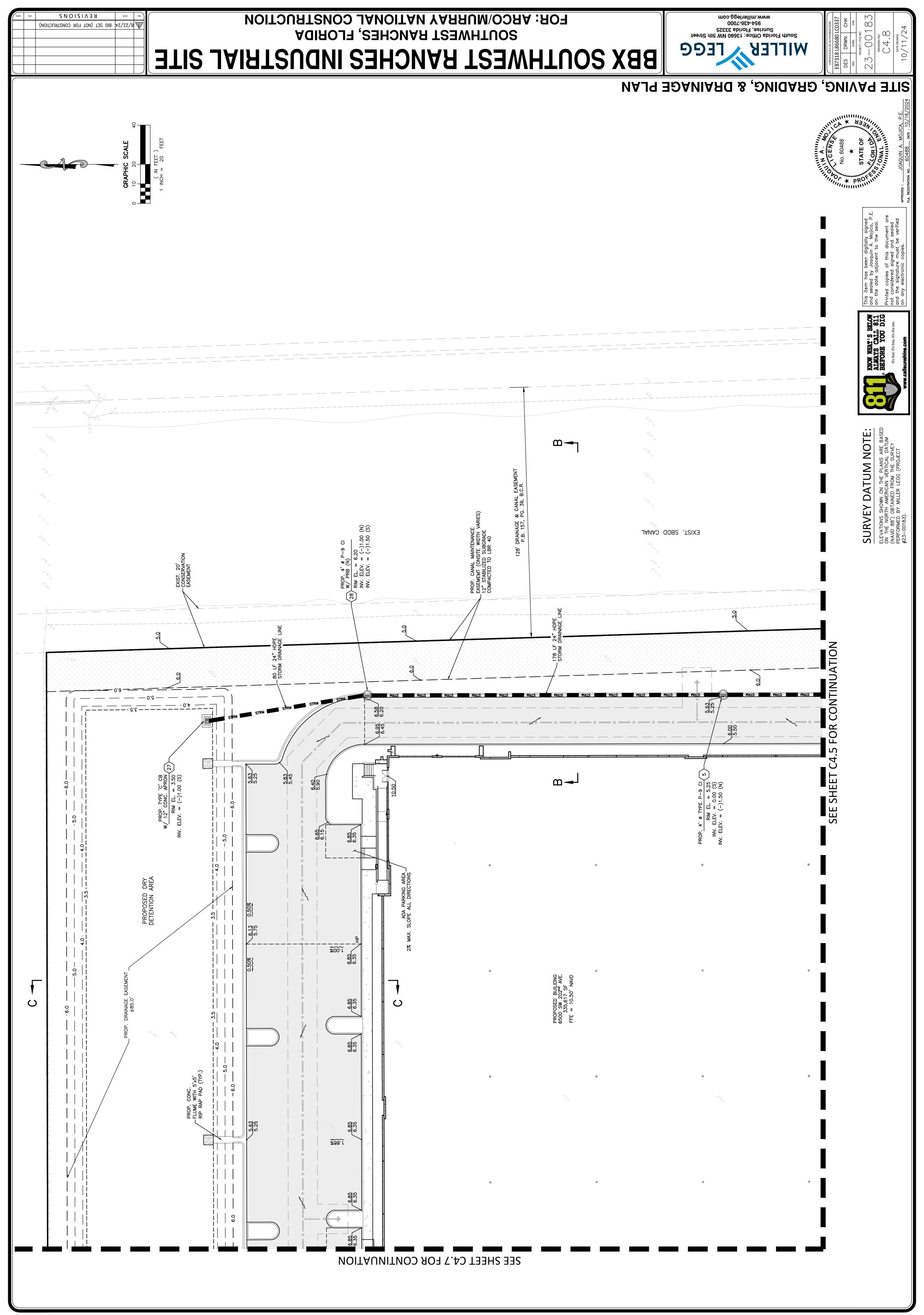
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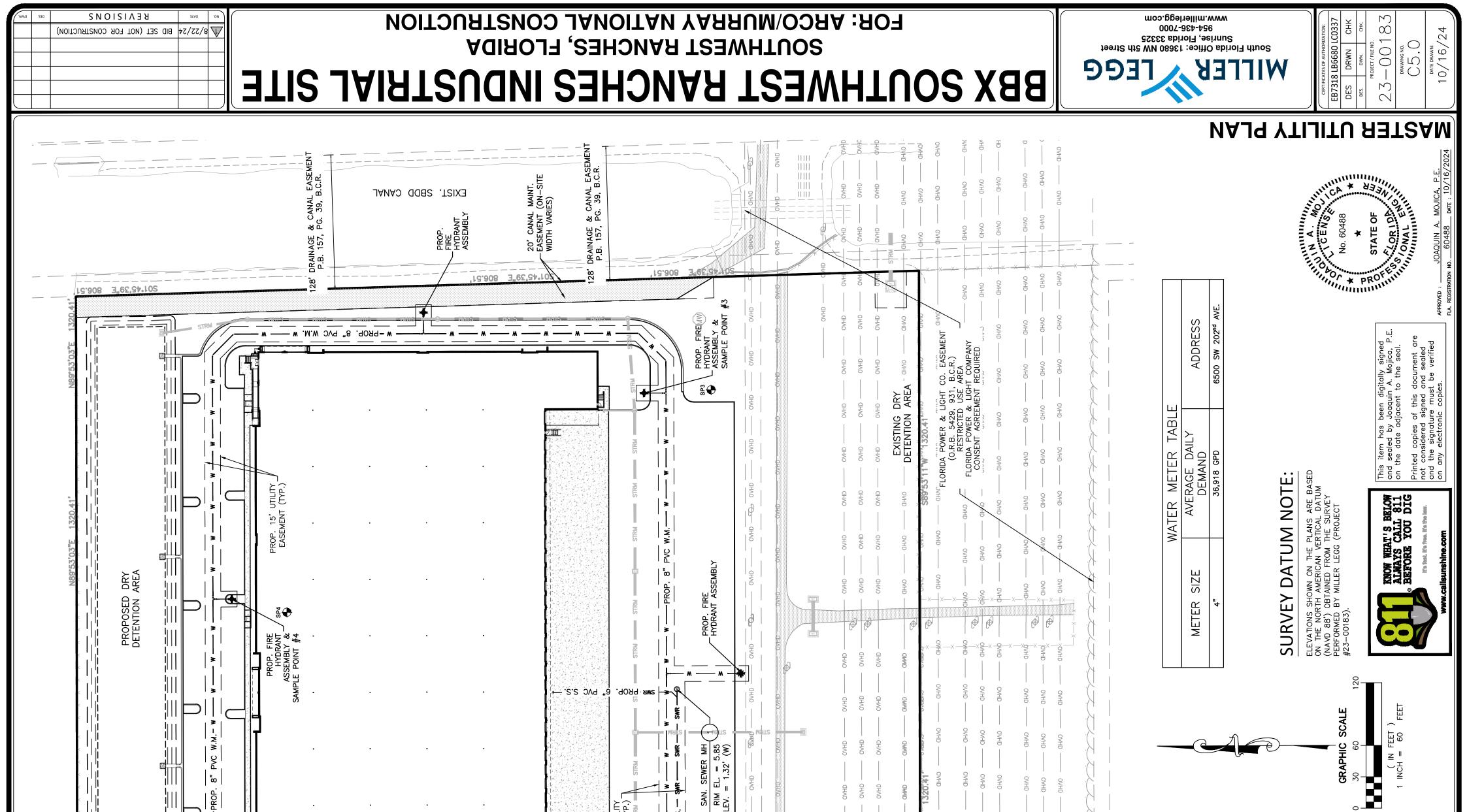
W:/PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_PGD.DWG by MDUNSHEE 10/16/2024 11:35:13 AM



WA E1:35:11 4202/01 3342 WDUNGHEE 10/16/2014 WDUSTRIAL SITE/DRAWINGS/25-00129\_PCD.PWC by MDUNSHEE 10/16/2024 11:35:13 AM



W:/PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_PGD.DWG by MDUNSHEE 10/16/2024 11:35:13 AM



OF FIRE SERVICE AND PULL

WITH RED AND WHITE LETTERS AT LEAST ONE INCH OR ON THE CONNECTION, SECURED WITH IR IN MIDDLE OF ROADWAY. TANDPIPE CONNECTED AND SHALL BE PROTECTED BY / I 4' ABOVE GRADE. FIRE DEPARTMENT REQUIRES FDC PLASTIC MATERIALS ) THE CONNECTION ( THAN E PR JIRÉ A RED REFL R AS THE LARGES NOR NO MORE ā 4 (N) R THAN щð

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TER N LINE 16.040(2)

ÅBLE. A 1: 1.14.1. "SPRINKLER" AS APPLICAE WITH THIS CODE PER NFPA

A SEPARATE SITE FIRE

A 14 4-5.5 (2000). RY BUILDINGS WITHIN THE CITY SHALL BE NUMBERED IN NINE INCHES IN HEIGHT. THE NUMERALS SHALL E 52.10 (B)(1). MANENT, WEATHERPROOF SIGNAGE) WHERE APPLICABLE. ESIGNATED BY YELLOW THERMOPLASTIC PAINT, STRIPING,

ROADWAY. CITY ORDINANCE 93.25. ALL GRASS AND WEEDS SHALL BE KEPT

. × -S.S. N. PROP. FDC (SEE FIRE - SPRINKLER PLANS FOR CONTINUATION) EASEMENT - ¥ | PROP. 0.12 (E) 0.02 (W) EXISTING DRY DETENTION AREA 2) RIM RIM PROP. 31' UTILITY EASEMENT (TYP.) - WR PVC S.S. EASEMENT ΰ PROP. 15' UTILIT EASEMENT (TYP.) LORIDA PUV (0.R.I - S.S. DV9 -90Ag <u>"</u>9 P V C £

WET WELL -)2.27 6.50 (LS) 6' ¢ SAN. S RIM EL. = ( INV. ELEV. =

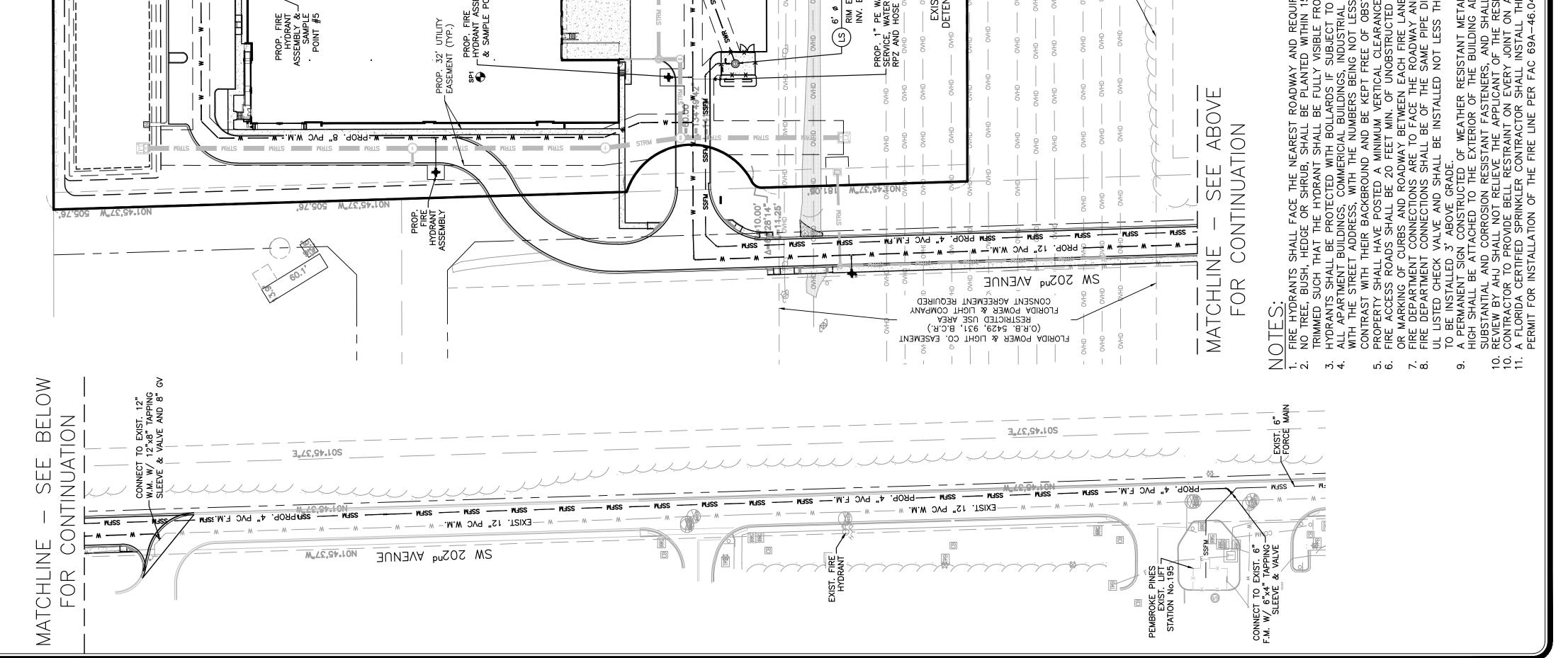
EXISTING DRY DETENTION AREA

PROP. 1" PE WATER - SERVICE, WATER METE RPZ AND HOSE BIBB

<sup>7</sup> RIM EL. = 6.00 INV. ELEV. = (-)1.84 (E) INV. ELEV. = (-)1.94 (W)

30P. 8"

PROP. FIRE HYDRANT ASSEMBLY & SAMPLE POINT #2 ₽2 Cartes PROP. 4" ABOV NEPTUNE TURB ASSEMBLY, 4" 4" WATE MH 95, ωŝ INV. ELEV.



PROP. DRAINAGE - EASEMENT ±85.0'

PROPOSED DRY DETENTION AREA

PROP. 15' UTILI EASEMENT (TYF

ROP. 15' UTILITY EASEMENT (TYP.

Œ

8" PVC W.M.

PROP. FDC (SEE FIRE SPRINKLER PLANS FOF CONTINUATION)

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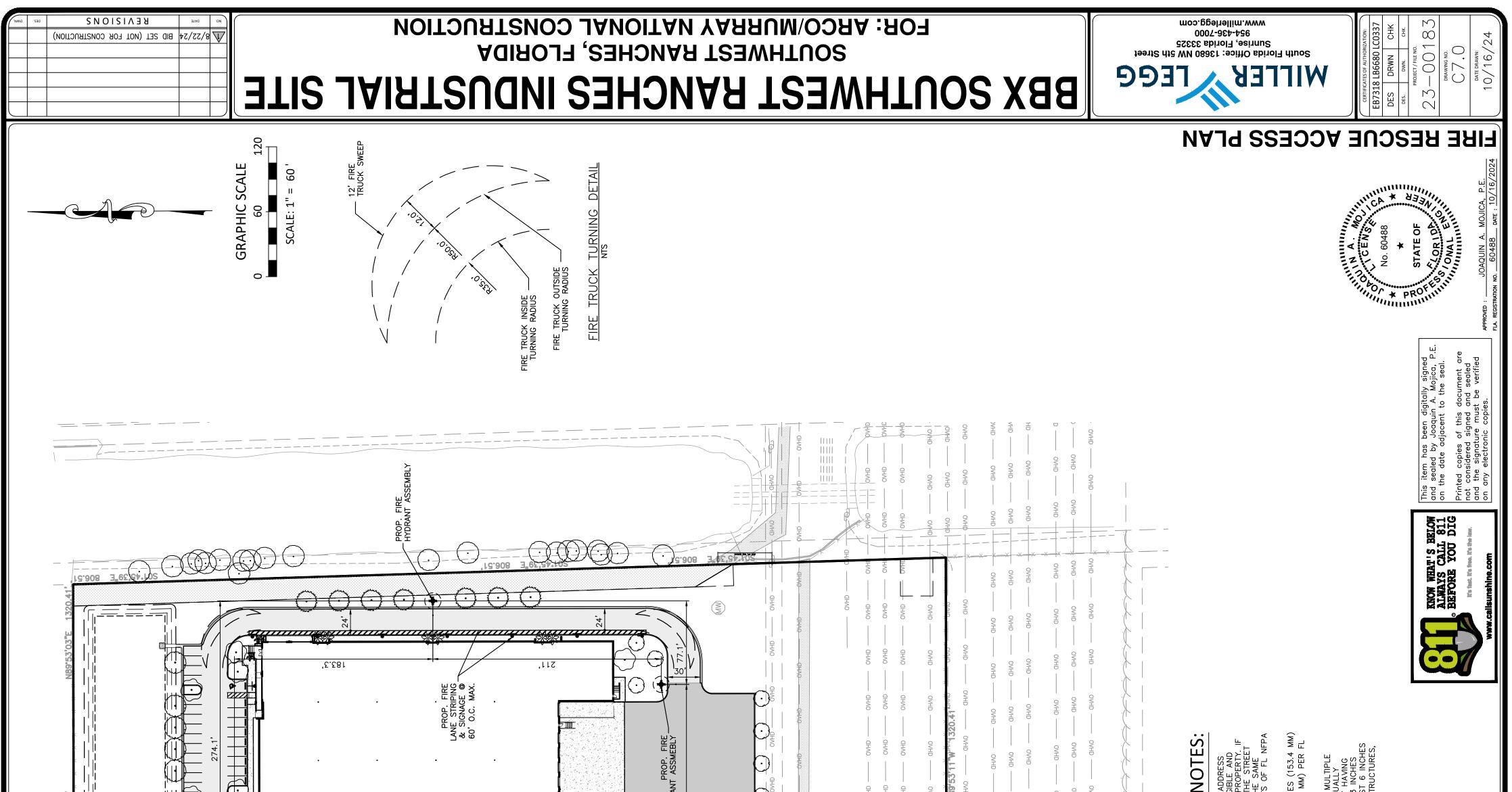
PROPOSED BUILIDNG 6500 SW 202<sup>nd</sup> AVE. 335,617 SF

Ш

PROP. 8" FIRE SERVICE W/ 8" DDCV

ASSEMBLY

<sup>с</sup> щ



PROP. FIRE	· ·			268.2 <sup>°</sup> HYDRAN		HAD HAD HAD	анло онно — анло анло — анло		
HYDRANT -				<del>] - 611111</del>		- днло —— днло - днло —— днло	НD ОМИD < ОМИD ОМИD	HD OVHD	OVHD OVHD - OVHD -
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		IoN)		3.2'		GHVO GH	10 —— ОМИО — 111 У 1320 1320 11 анло —— анло	OVHD OVHD	OHAO OHAO OHAO
		FIRE SPRINKLER		308. 308.		1V0 dhvo - 1V0 dhvo - 1V0 dhvo -	- ОНИО ОМИ ОНИО ОМИ	OVHD OVHD	о отно
SSEMBLY SSEMBLY ATION)	AVE.	PROP.				ануо —	GHAOOMHD	OAHD	
PROP. FIRE HYDRANT ASSEMBLY PROP. FDC (SEE FIRE FOR CONTINUATION)	PROPOSED BUILIDNG 6500 SW 202 <sup>nd</sup> AVE. 335,617 SF FFE = 10.50' NAVD	· [				анло — анло	- OVHD OVHD	- OVHD - OV	- OVHD
10'	сю г 			SDS				– анло – анло – анло	OVHD OVHD
			- [1월 2월 2월 2월 2월 24]	Ϋ́Α Ι	-  +-  -				
	· ·		PROP. F	W/ BOLLAF		DHV0		OVHD	OVHD OVHD
	· ·		PROP. FIRE	W/ BOLLAF 264.7'	PROP. FIRE OWID OWID OWID OWID OWID OWID OWID OWID			OVHD OVHD OVHD OVHD OVHD	OVHD OVHD OVHD OVHD

FIRE LANE SIGNAGE DETAIL -FL-B0FD-12-EGP 12"×18"

PARKING FIRE LANE BY ORDER ERE DEPARTMENT R7a-

> FIRE LANE **.**81 THERMOPLASTIC PAINT. \[
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>  NOTE: 1. ALL PAVEMENT MARKING SHALL BE OF THERMOPLAST FIRE LANE MARKING N.T.S. TYP. 50,

\ 6" YELLOW @
\ 45° - 5' 0.C.
(TYP.)

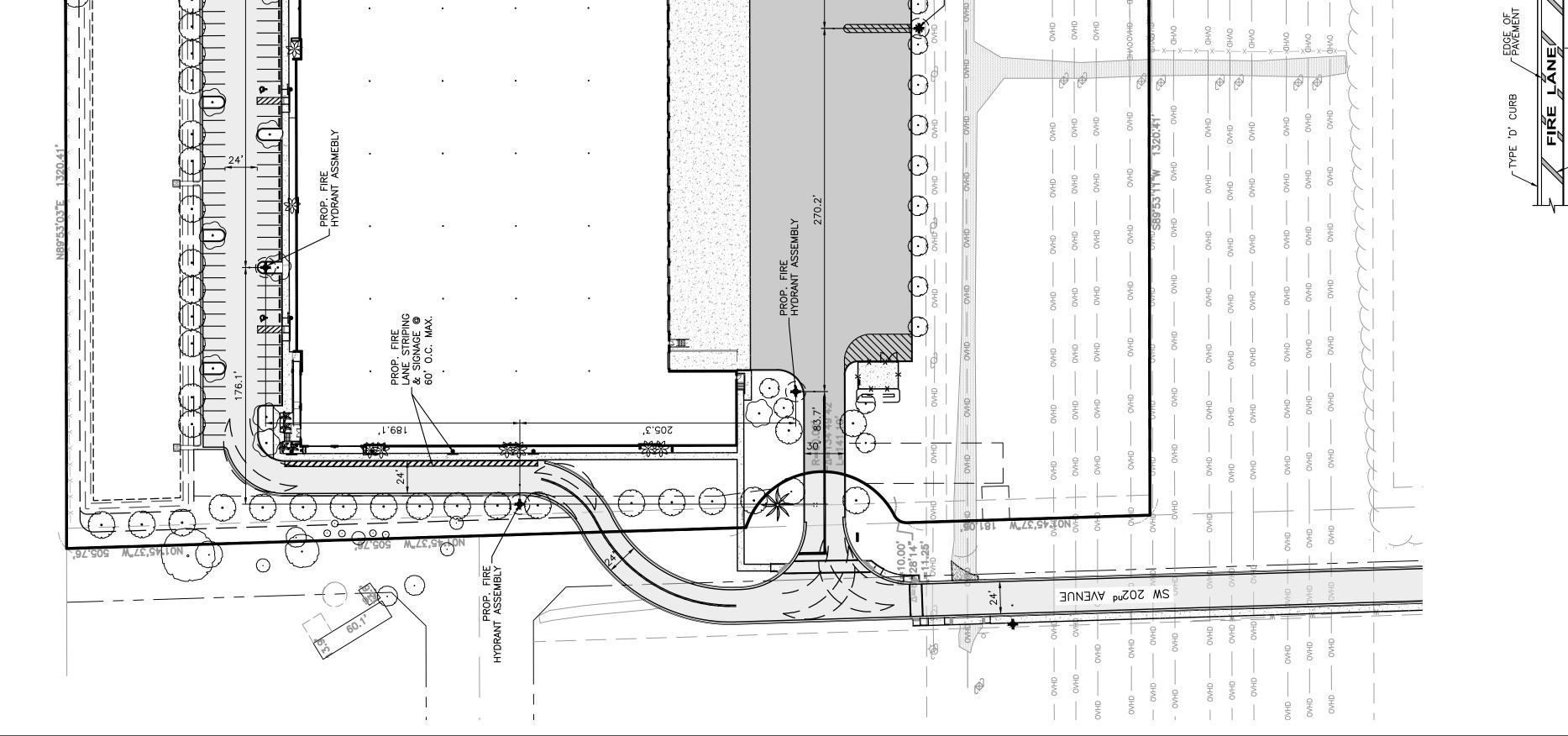
CURB TO BE 12" x 18" (NO PARKING FIRE LANE BY ORDER OF FIRE DEPT.) SIGN (PLACED 60' MAX. O.C.)

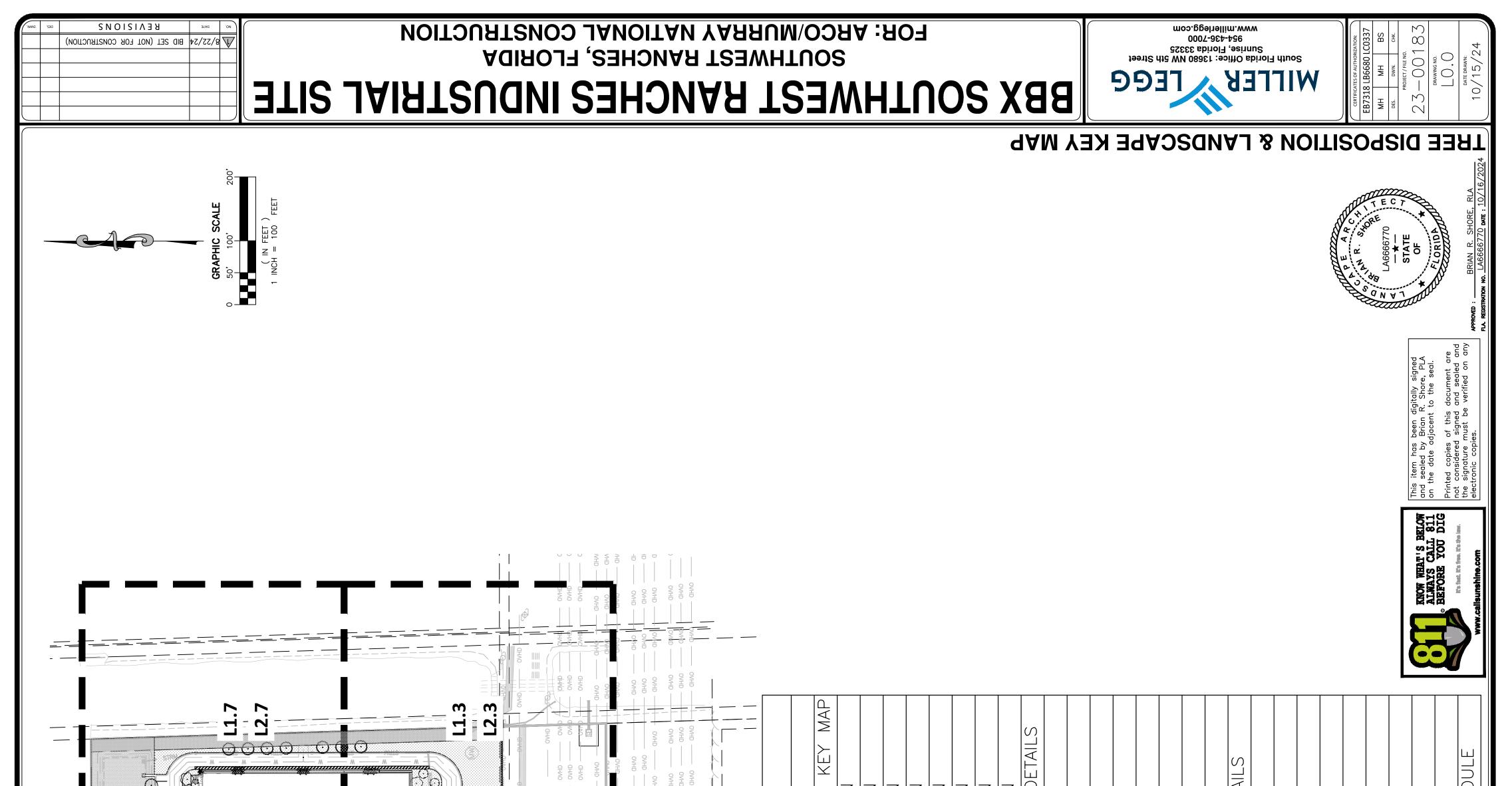
FIRE DEPARTMENT ACCESS NOTES:

- 1. NEW & EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS PLACED IN A POSITION TO BE PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. IF THE BUILDING IS ADDRESSED ON ANOTHER STREET, THE STREET NAME SHALL ALSO BE INCLUDED IN LETTERS WITH THE SAME DIMENSIONS AS THE ADDRESS NUMBER REQUIREMENTS OF FL NFF 10.11.1.2.

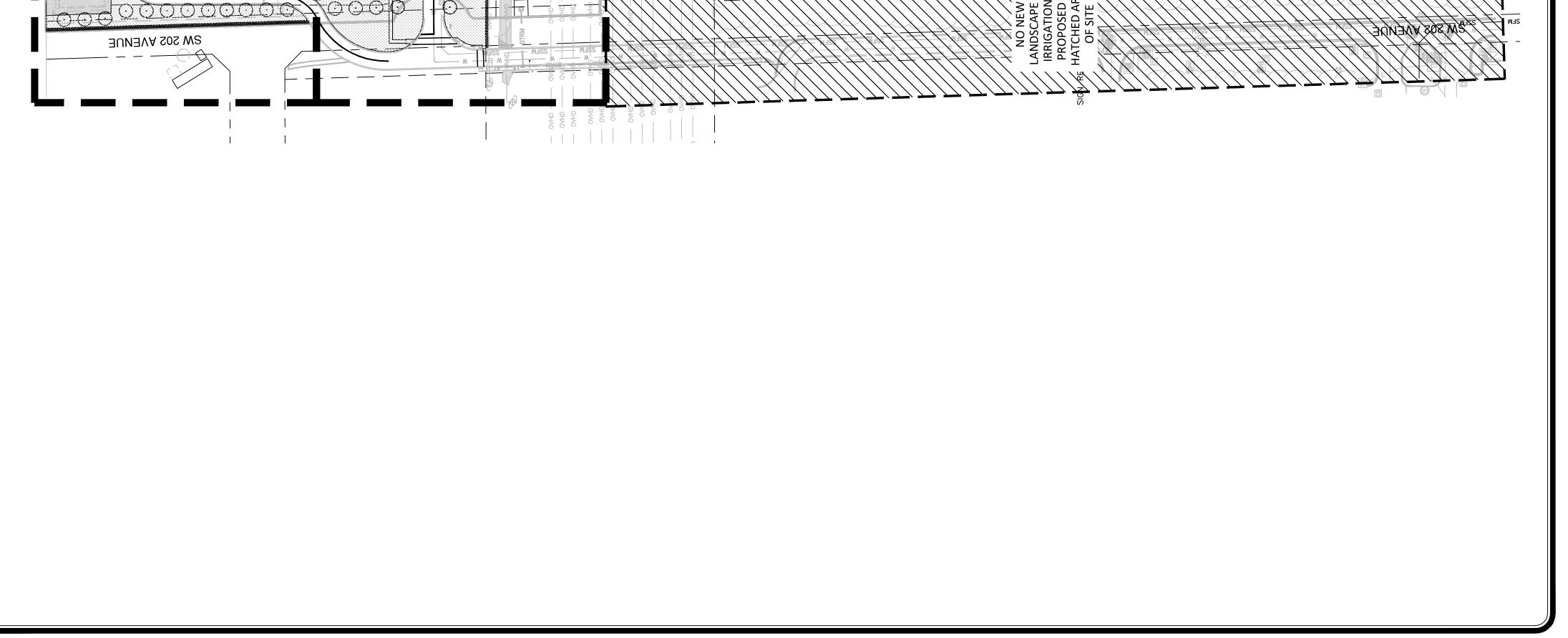
  - ADDRESS NUMBERS FOR SUITES, UNITS, ETC. WITHIN MUL TENANT BUILDINGS OR COMPLEXES SHALL BE INDIVIDUALI IDENTFIED IN A MANNER APPROVED BY THE AGENCY HA JURISDICTION, HOWEVER SHALL NOT BE LESS THAN 3 IN (76.2 MM) IN HEIGHT FOR RESIDENTIAL AND AT LEAST 6 (152.3 MM) IN HEIGHT FOR RELIGITAL OTHER BUILDINGS, STRUC OR PORTIONS THEREOF PER FL NFPA 10.11.1.6. ы.

  - i N
- ADDRESS NUMBERS SHALL BE A MINIMUM OF 6 INCHES (153.4 MV HIGH WITH A MINIMUM STROKE WIDTH OF  $\frac{1}{2}$  INCH (13 MM) PER FL NFPA 10.11.1.2.

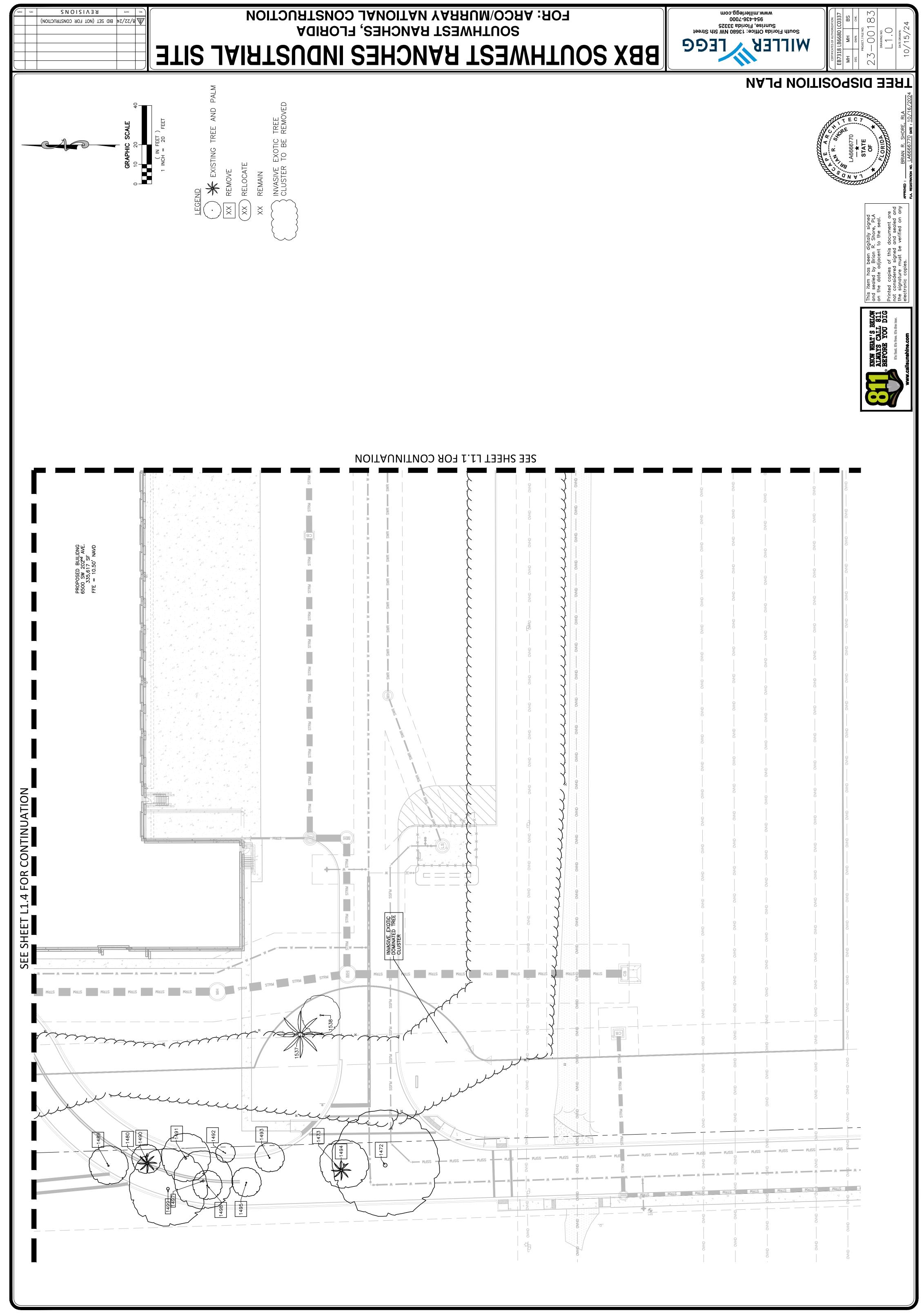




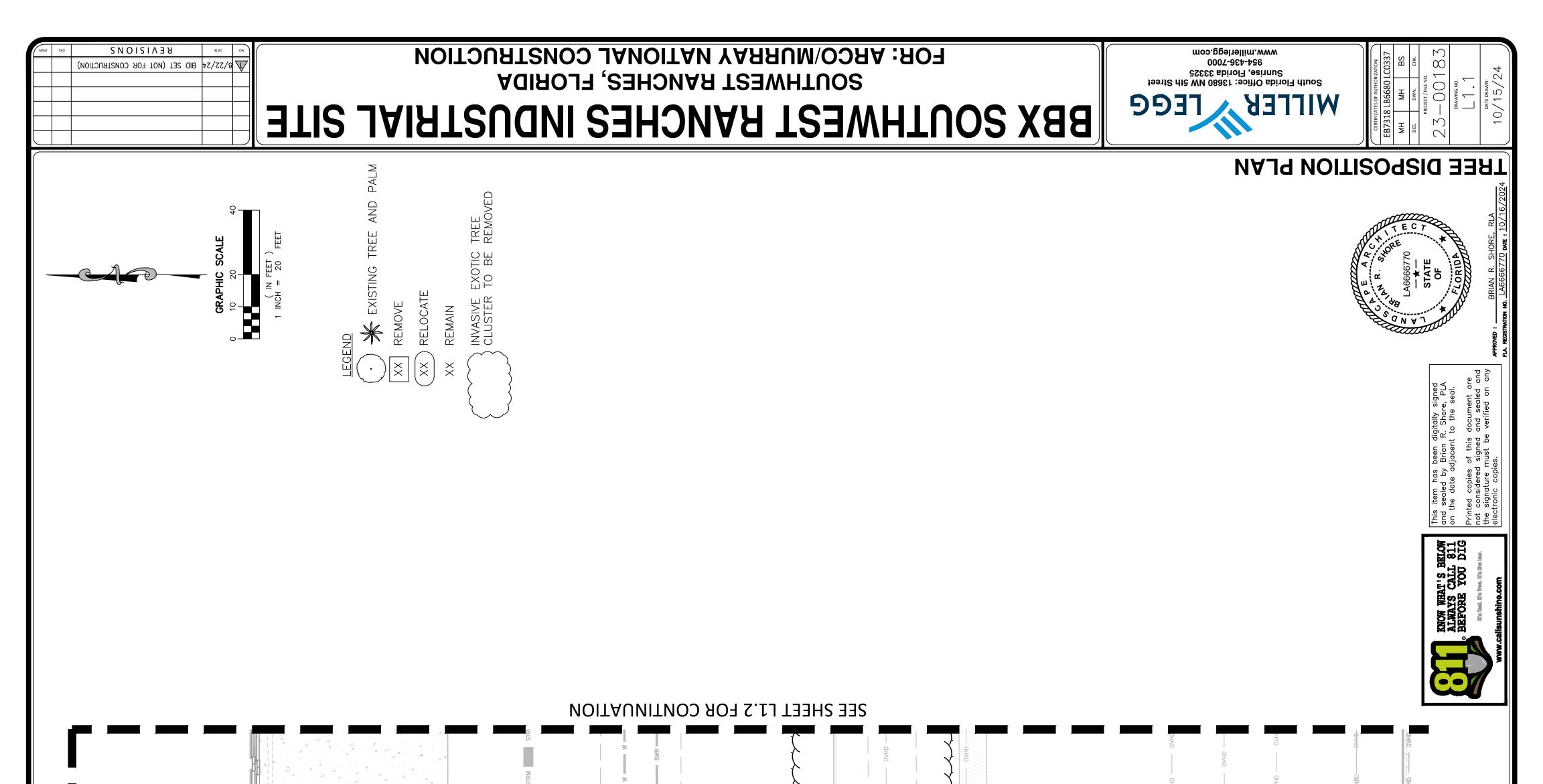
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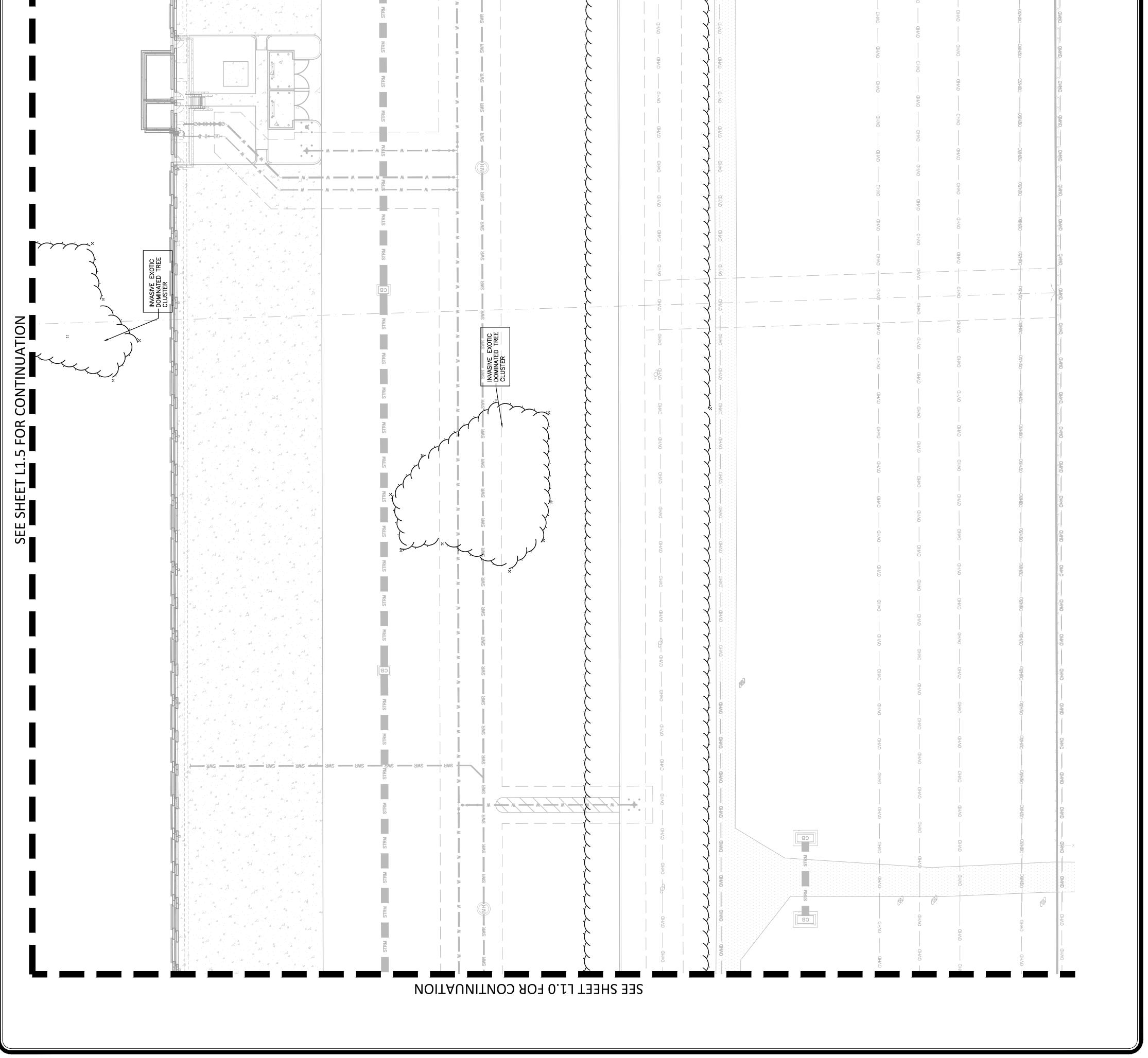


V:\PROJECTS\2023\23-00183 - BBX SW RANCHES INDUSTRIAL SITE\DRAWINGS\23-00183\_LNP.DWG by APEREDA 10/15/2024 2:03:01 PM

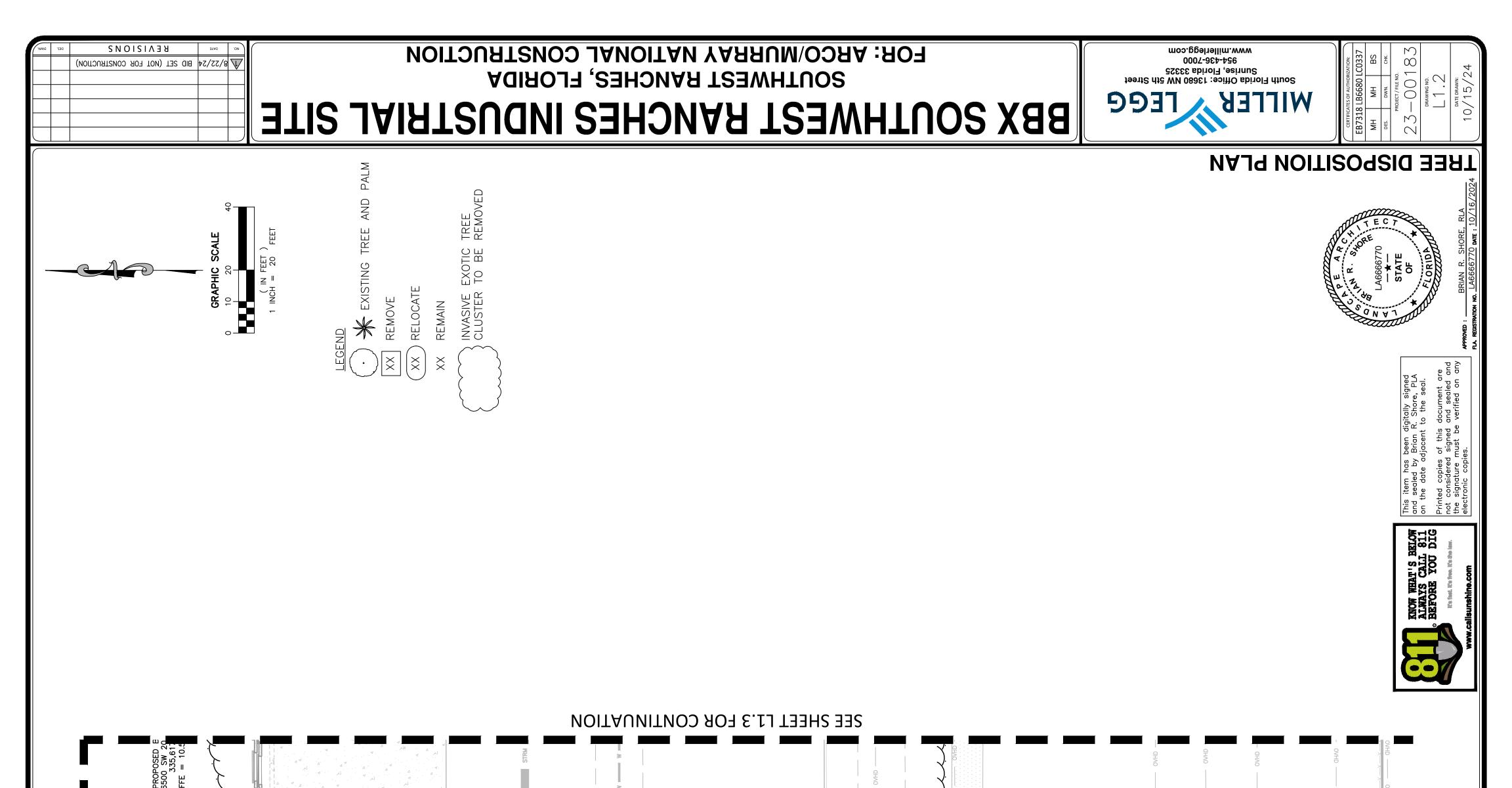


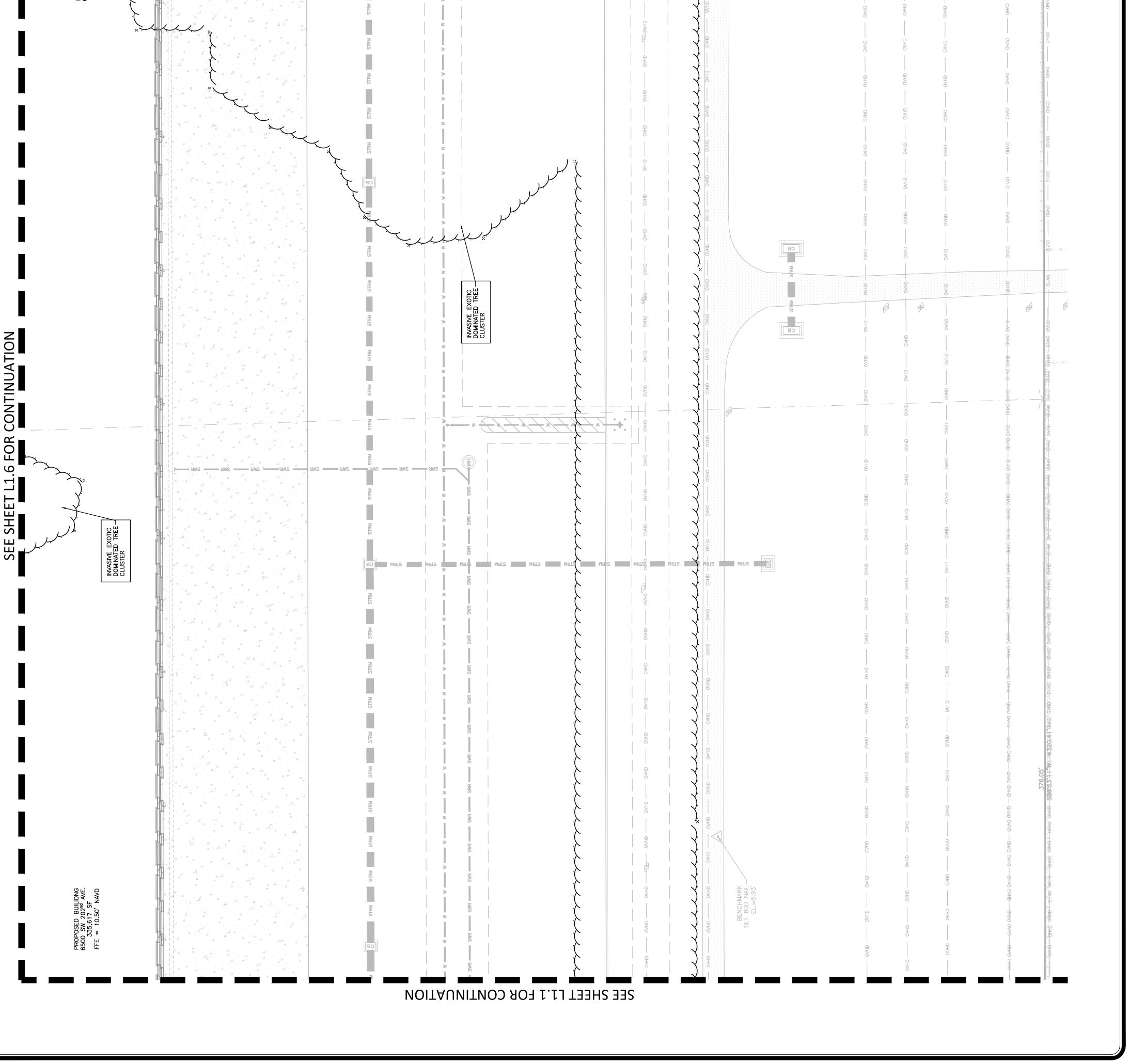
W: PROJECTS/2023/22-00150 - BBX SW RANCHES INDUSTRIAL SITE/DRWINGS/22-00152 - 00150 - 28100 - 23/2024 1:44:56 PM



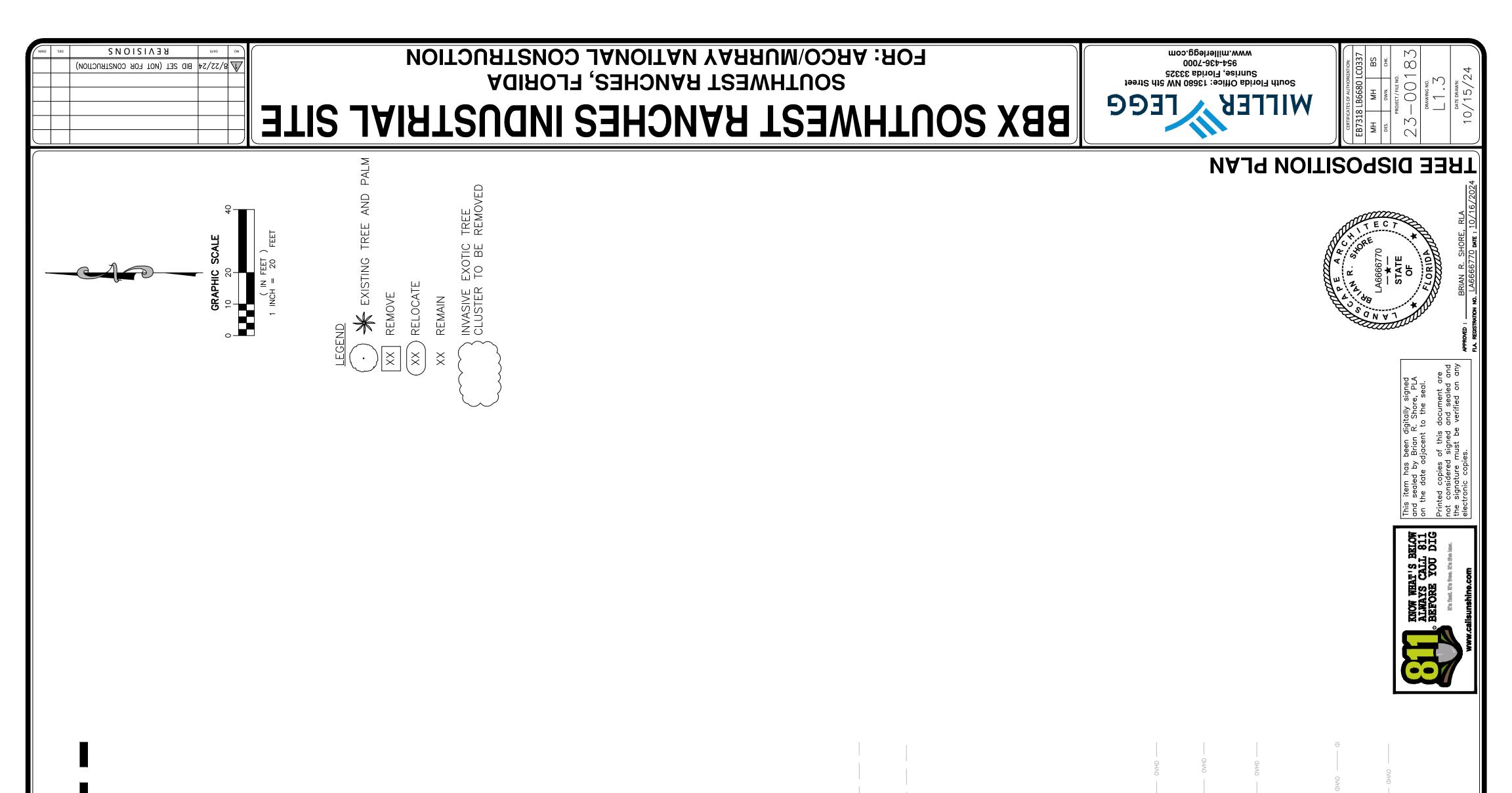


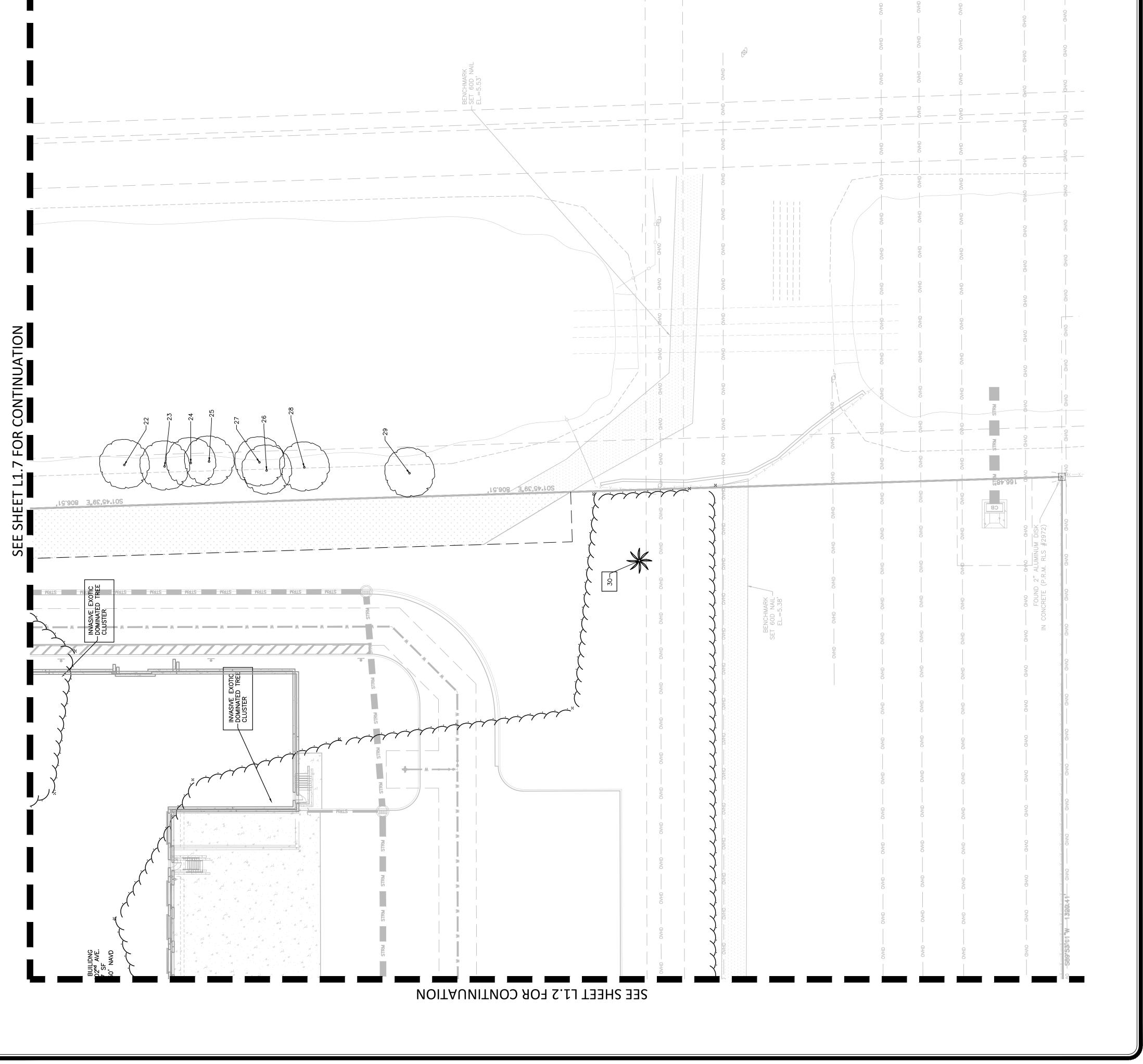
W: PROJECTS/2023/22-00150 - BBX SW RANCHES INDUSTRIAL SITE/DRWINGS/22-00152 - 00120 by APEREDA 10/15/2024 1:44:56 PM



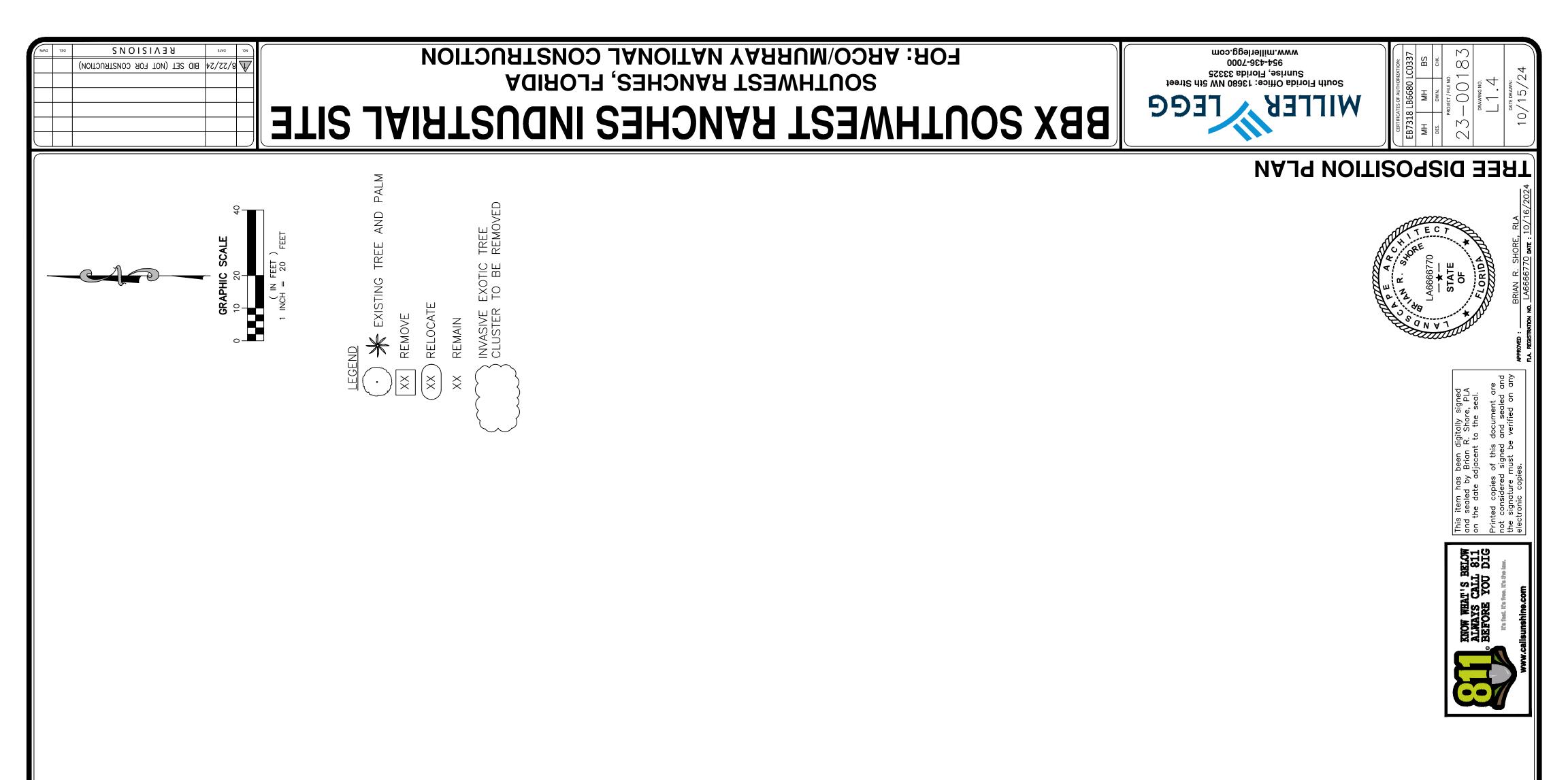


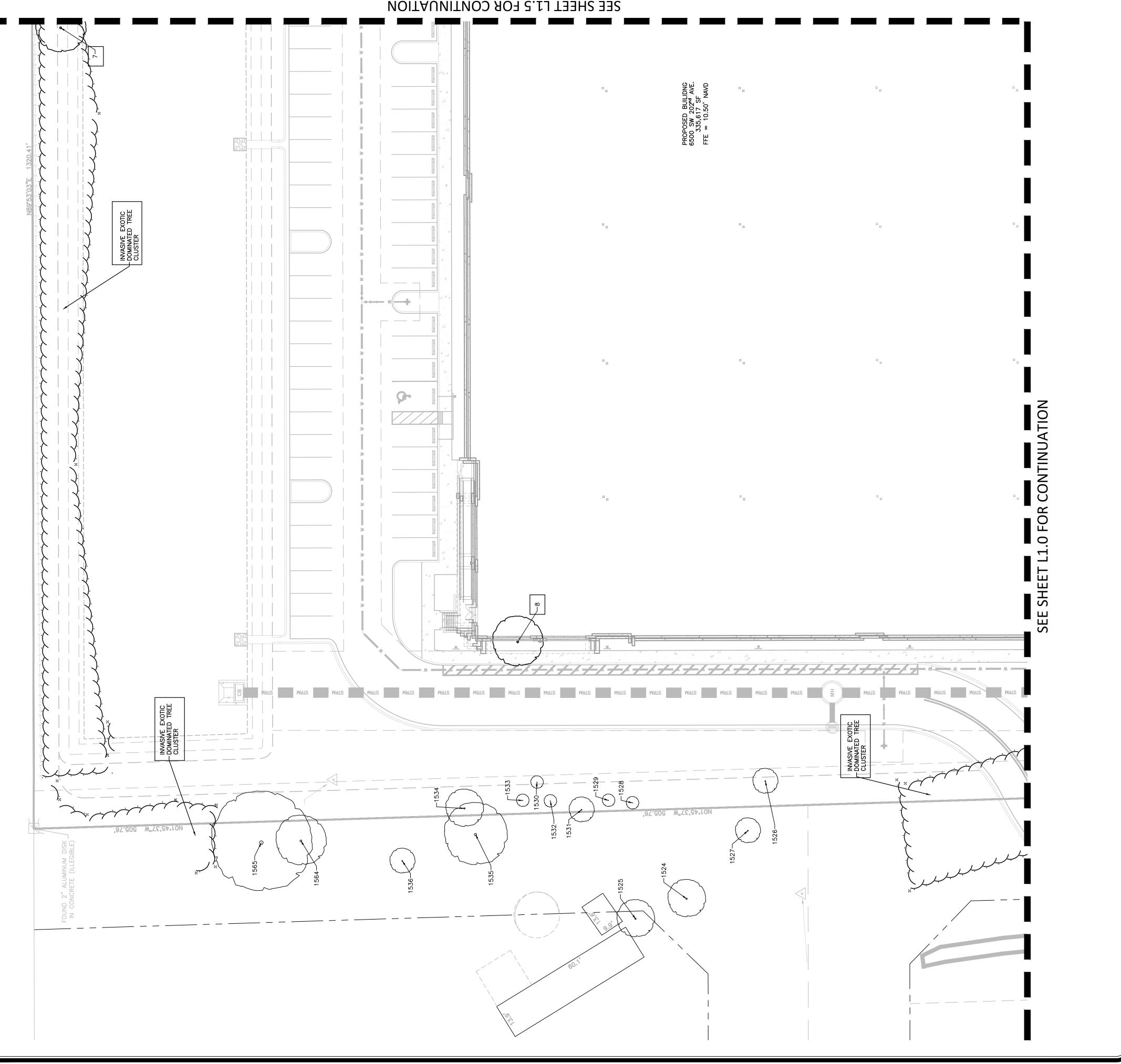
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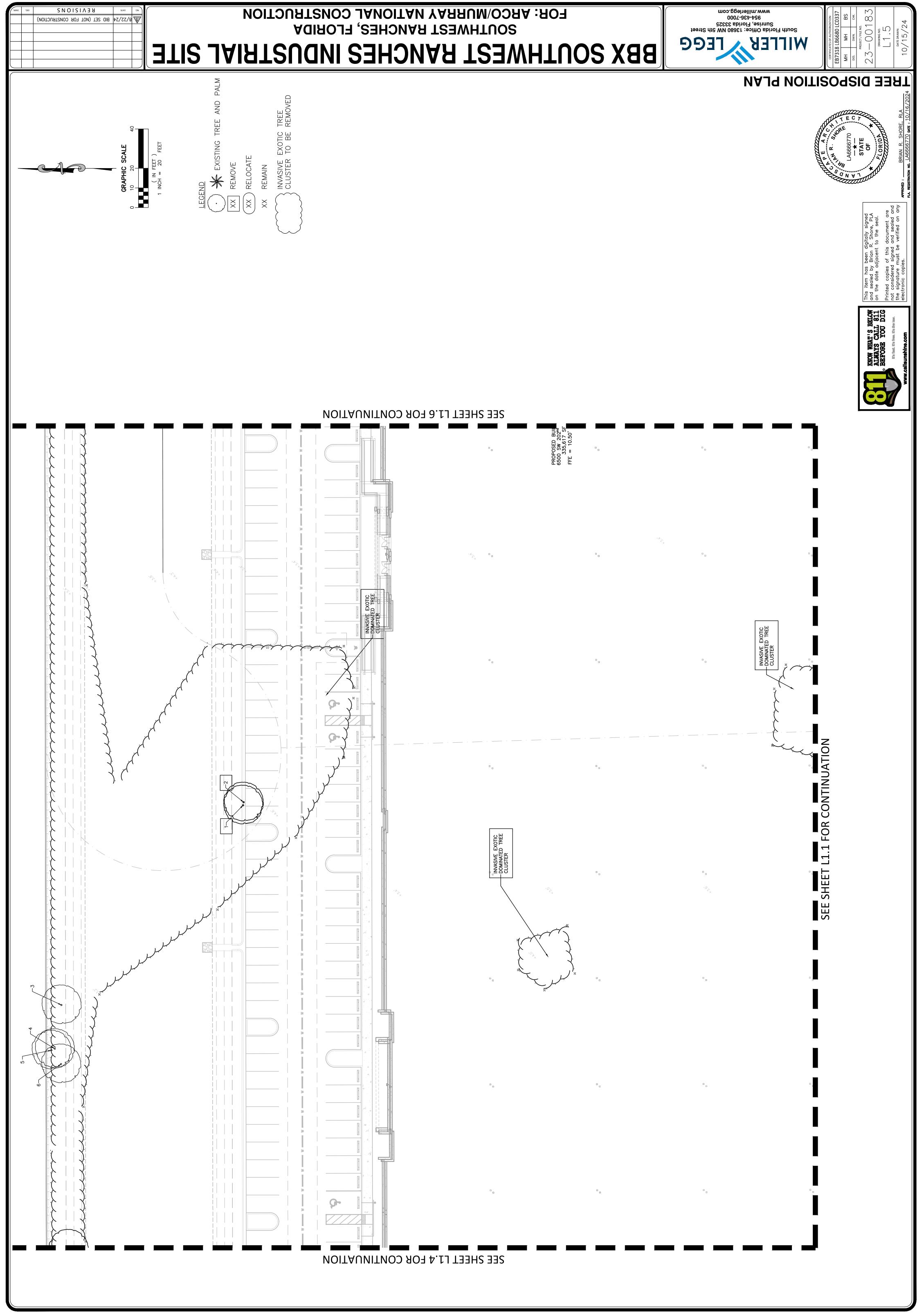
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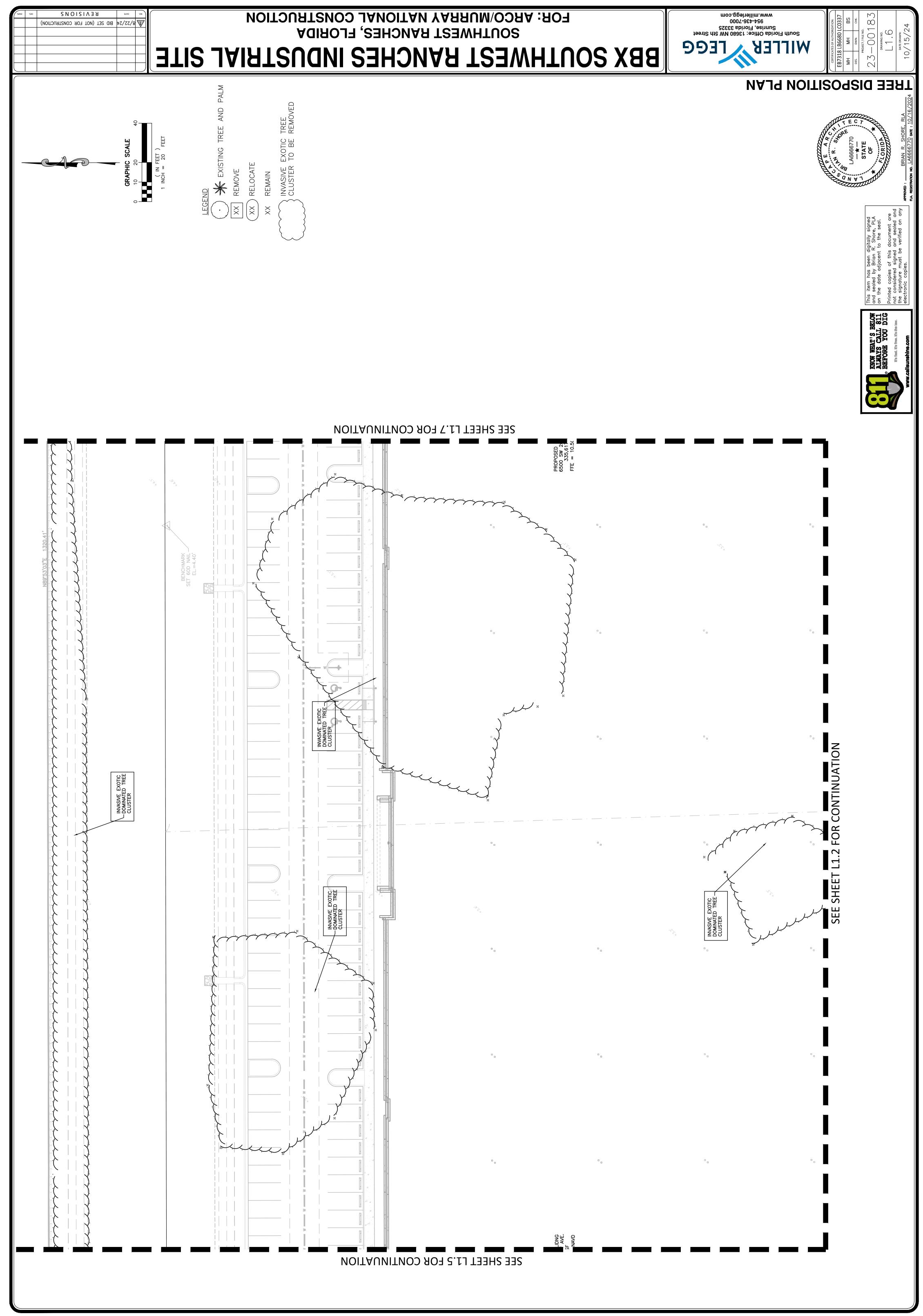


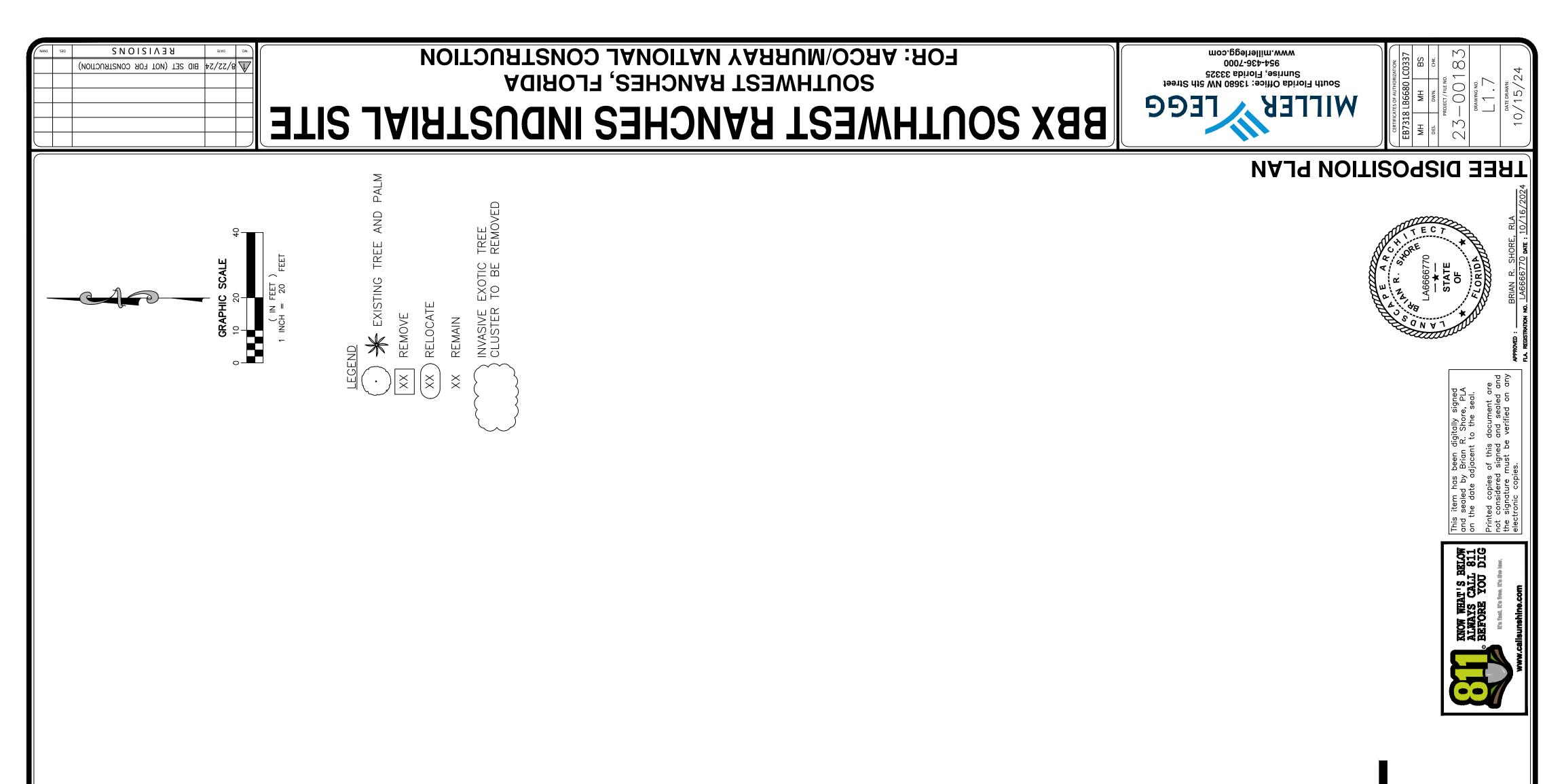


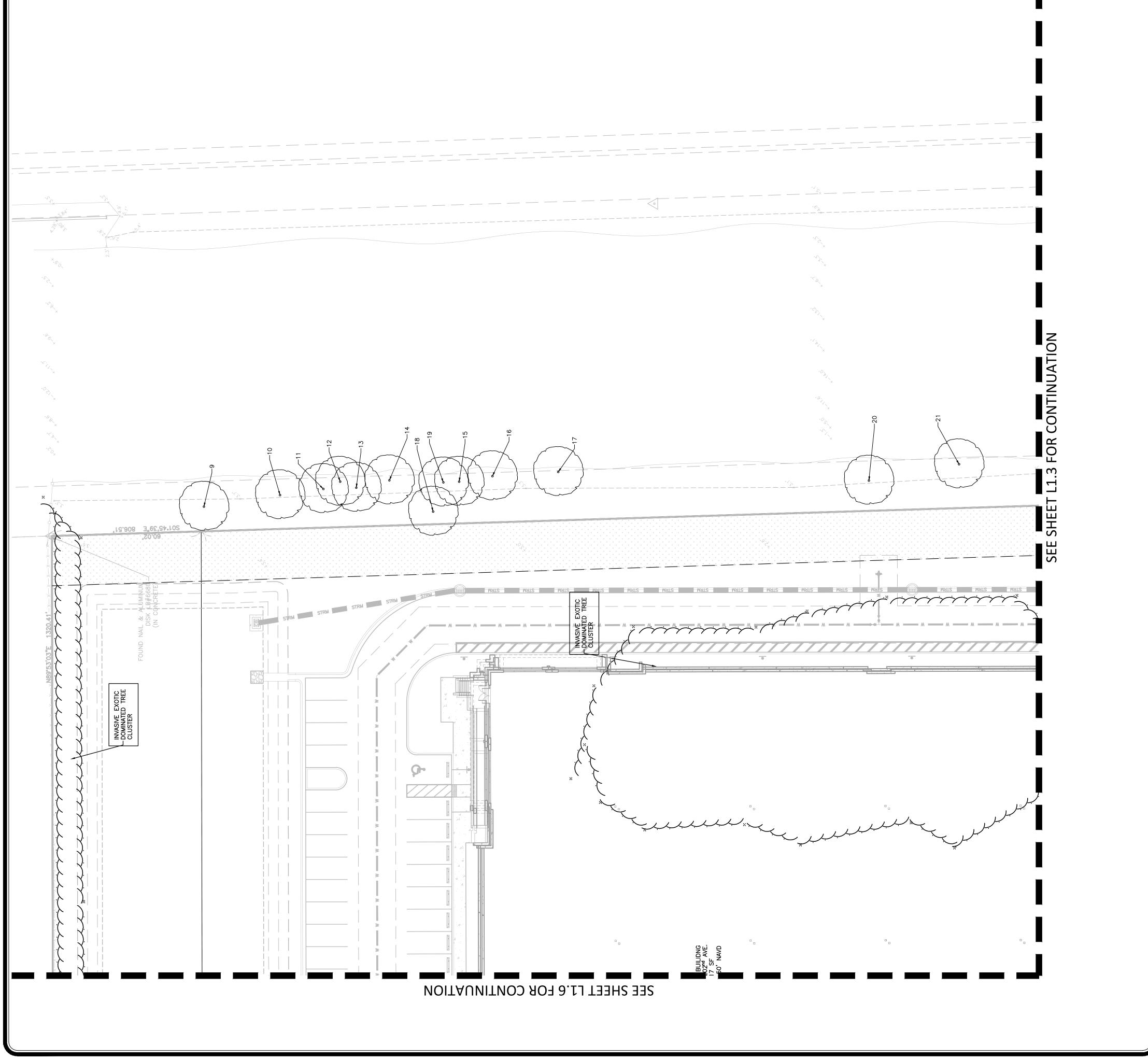
SEE SHEET L1.5 FOR CONTINUATION

V:/PROJECTS/2023/23-00183 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00183\_TDP.DWG by APEREDA 10/15/2024 1:44:56 PM

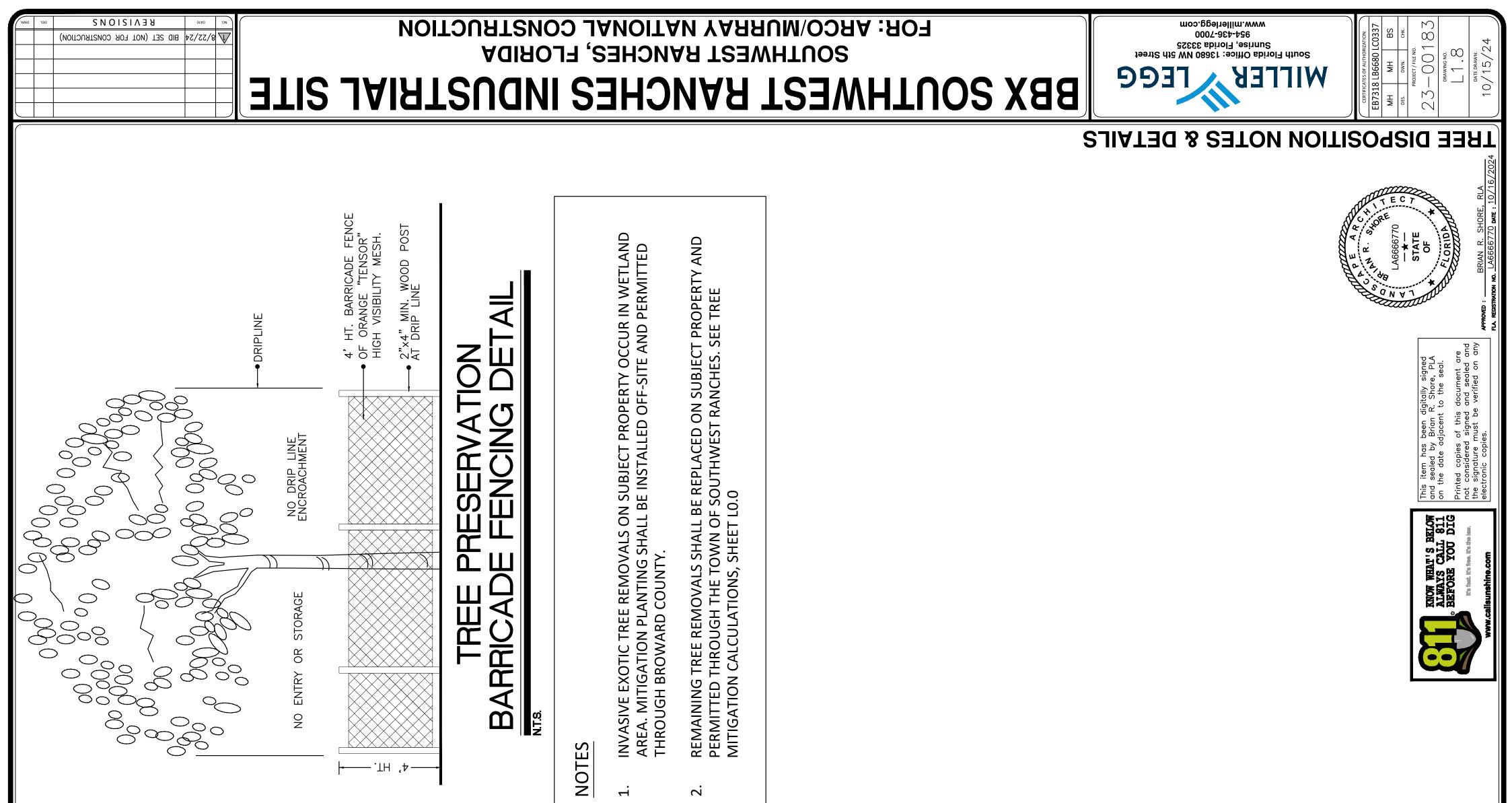








V:\PROJECTS\2023\23-00183 - BBX SW RANCHES INDUSTRIAL SITE\DRAWINGS\23-00185\_TDP.DWG by APEREDA 10/15/2024 1:44:56 PM

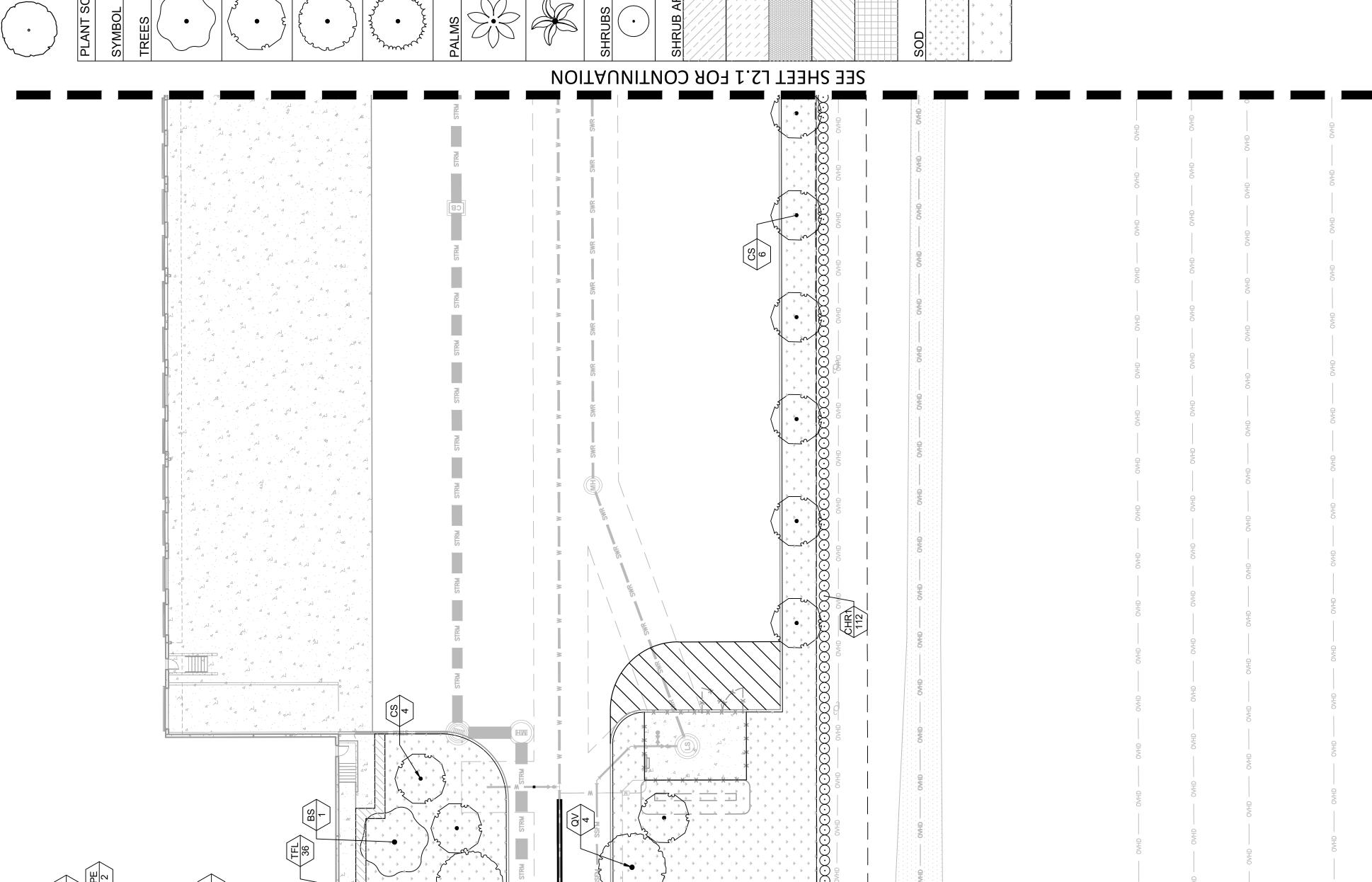


Partially Uprooted, Leaning - Major, Bent Leader	Partially Uprooted, Leaning - Major, Bent Leader Co-Dominant Leaders. Limb Damage - Maior. Lonsided	CO-DOMINANT LEAGERS, LIMB DAMAGE - INAJOF, LOPSIGEG Bent Leader, Limb Damage - Minor	Bent Leader, Limb Damage - Minor Leaning - Minor Bent Leader Timb Damage - Minor	Leaning - Minor, Bent Leader, Limb Damage - Minor	Leaning - Minor, Bent Leader, Limb Damage - Minor Bent Leader, Limb Damage - Minor, Leaning - Minor	Bent Leader, Limb Damage - Minor, Leaning - Minor	Bent Leader, Limb Damage - Minor, Leaning - Minor Bent Leader, Limb Damage - Minor, Leaning - Minor	Bent Leader, Limb Damage - Minor, Leaning - Minor Bent Leader, Limb Damage - Minor, Leaning - Minor	ant Leaders, Limb Damage - Major, Leaning -	Co-Dominant Leaders, Limb Damage - Major, Leaning - Minor Co-Dominant Leaders, Limb Damage - Major, Leaning - Minor	Vinor, Bent Leader, Limb Damage - Minor	Slight Lean, Limb Damage - Minor	Slight Lean, Limb Damage - Minor, Bent Leader Slight Lean Timb Damage - Minor Bent Leader	Slight Lean, Limb Damage - Minor, Bent Leader	Co-Dominant Leaders, Limb Damage - Minor, Bent Leader Co-Dominant Leaders, Limb Damage - Minor, Bent Leader	Limb Damage - Minor, Bent Leader Rent Leader Timh Damage - Minor		- Minor, Limb Da	codominant leaders, limb damage and trunk damage	nt Trunk   Lopsided	Limb Damage - Minor	Some Fronds Missing			Adjust Power Lines   Limb Damage - Minor	just Power Lines Co-Dominant Leaders Limb Damage - Major Lopsi	r Lines Co-Dominant Leaders Limb Damage - Major Lopside damage, major limb damage	ct property				Co-Dominant	Not on subject property Poor Structure			NOTES	Jprooted, Leaning - Major, Bent Leader	Janocca; courrig mujor, com course nant Leaders, Limb Damage - Major, Lopsided Minor Rent Londer Limb Damage - Minor	Minor, Bent Leader, Limb Damage - Minor	ant leaders, limb damage and trunk damage	IklLopsided	nage - Minor onds Missing			ower Lines Limb Damage - Minor	wer Lines Co-Dominant Leaders Limb Damage - Major Lopsided	Leaders Limb Dama		Canopy (sq. ft.) 12300 12,300	
Remove	Remove Remain	Remain	Remain	Remove	Remove Remain	Remain	Remain Remain	Remain Remain	Remain	Remain Remain	Remain	Remain	Remain	Remain	Remain Remain	Remain	Remain	Remain	Remove	Remove	Remove	Remove	Remove	Remove Remove	Remove	Remove	Remove Remain	Remain	Remain	Remain	Remain Remain	Remain	Remain	Remain Remain			40%) Partially (	40%) Co-Domina	60%) Leaning -	60%) codomina	80%) 60%) Bent Trur	80%) Limb Dan 60%) Some Fro	80%) 80%)	80%) 80%)	80%) Adjust Pc 80%)	40%) Adjust Pc	40%) Adjust Pc		y Total opy (sf.):	
% to 40%)	% to 40%) % to 40%)	% to 60%)	6 to 60%)	6 to 60%)	Fair (41% to 60%) Fair (41% to 60%)	% to 40%)	Poor (21% to 40%) Poor (21% to 40%)	6 to 60%) 6 to 60%)	% to 40%)	6 to 60%) 6 to 60%)	6 to 60%)	% to 80%)	% to 80%) % to 80%)	% to 80%)	6 to 60%) % to 80%)	% to 80%)	6 to 60%)	6 to 60%) % to 80%)	Fair (41% to 60%)	% to 80%) 6 to 60%)	% to 80%)	6 to 60%) % to 80%)	Good (61% to 80%)	% to 80%) % to 80%)	% to 80%) % to 80%)	% to 40%)	% to 40%) % to 40%)	% to 40%) % to 80%)	% to 80%) % +0 80%)	12 2	% to 80%) % to 80%)	% to 80%)	% to 60%)	% to 80%) 6 to 60%)	- II - T		Poor (21% to	Poor (21% to Early 10% to Early 10\% to Early	Fair (41% to (	Fair (41% to (	Good (61% to Fair (41% to (	Good (61% to Fair (41% to 6	Good (61% to Good (61% to	Good (61% to Good (61% to	Good (61% to Good (61% to	Poor (21% to	Poor (21% to		41 41 tal Mitigation Can	
Poor (21	Poor (21	Fair (419	Fair (419 Eair (419	Fair (419	Fair (419 Fair (419	Poor (21	Poor (21 Poor (21	Fair (419 Fair (419	Poor (21	Fair (419 Fair (419	Fair (419	Good (61) (41)	Good (61	Good (61	Fair (419 Good (61	Good (61 Fair (41%	Fair (419	Fair (419 Good (61	Fair (419	Good (61 Fair (419	Good (61	Fair (419 Good (61	Good (61	Good (61 Good (61	Good (61 Good (61	Poor (21%	Poor (21 Poor (21	Poor (21% Good (61%	Good (61%	Good (61	Good (61 Good (61	Good (61	Fair (419	Good (61% Fair (41%	ation Ch		1124 (SIL)	452 254	254	314 2463	254 201	452 13	254 254	452 804	201 50	1257	1257 12,287	List teplacement Canop	Area Credit (sf.) 300 To	
50	38	20	15	18	18 16	16	12	14	12	10	20	24	24	24	8	24	14	20	56	16	24	4	18	32	16	40	40	2 <b>1</b> 0 ∞	~ ~ ~	∞ ∞	∞ ∞	34	26	24 20	litig	SPREAD (ft.)	20	24	<u>2</u> œ 8	56	16 18	24 4	18	24 32	9 0	α 40	40 Nopy to be removed:	t/Mitigation Tree	Height (ft.)	
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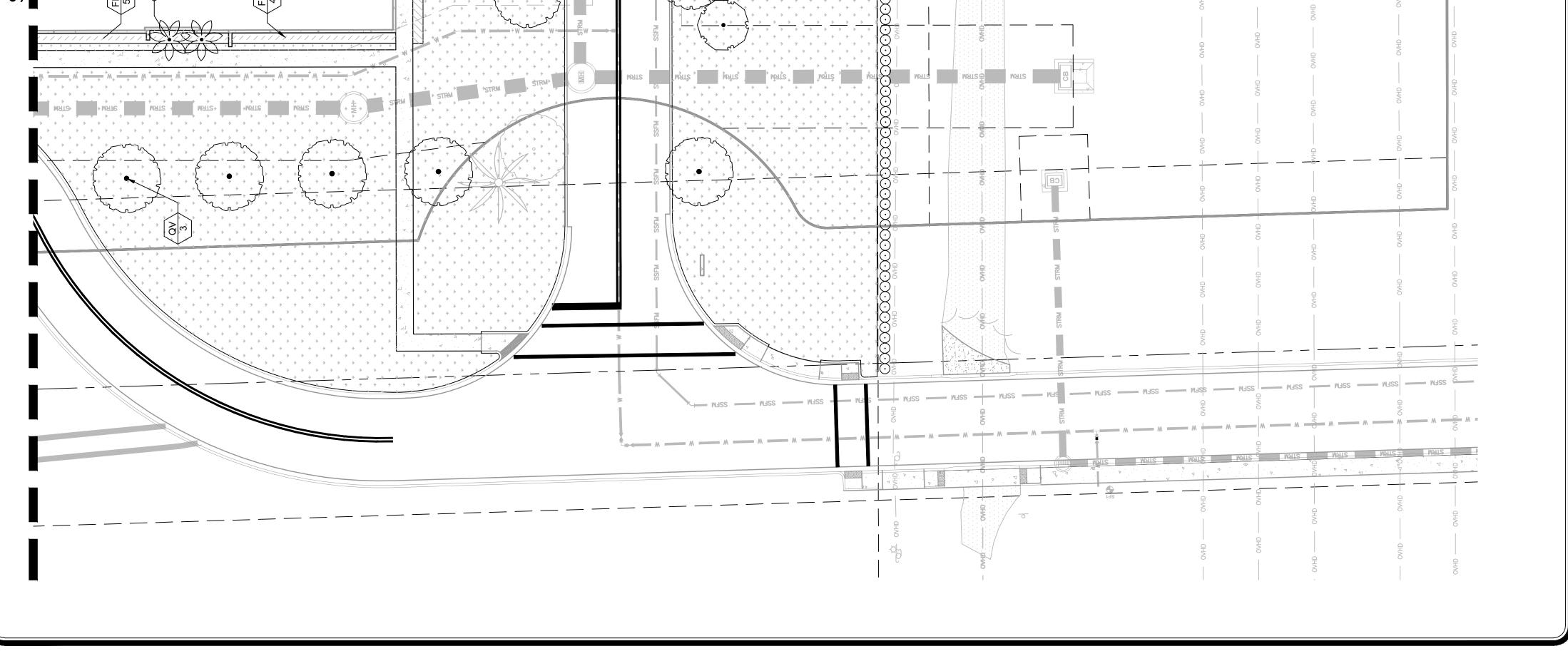
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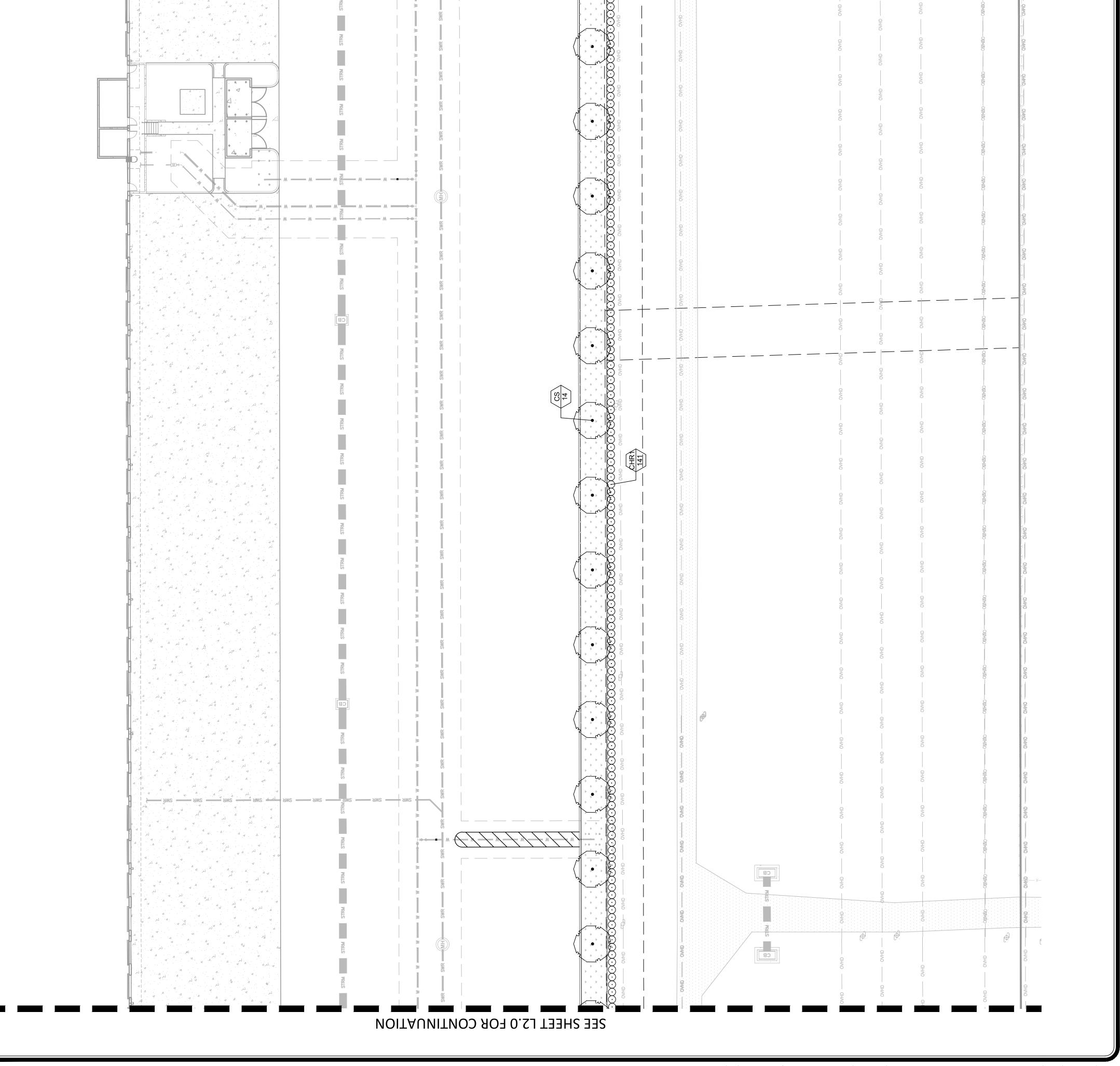
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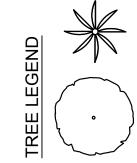
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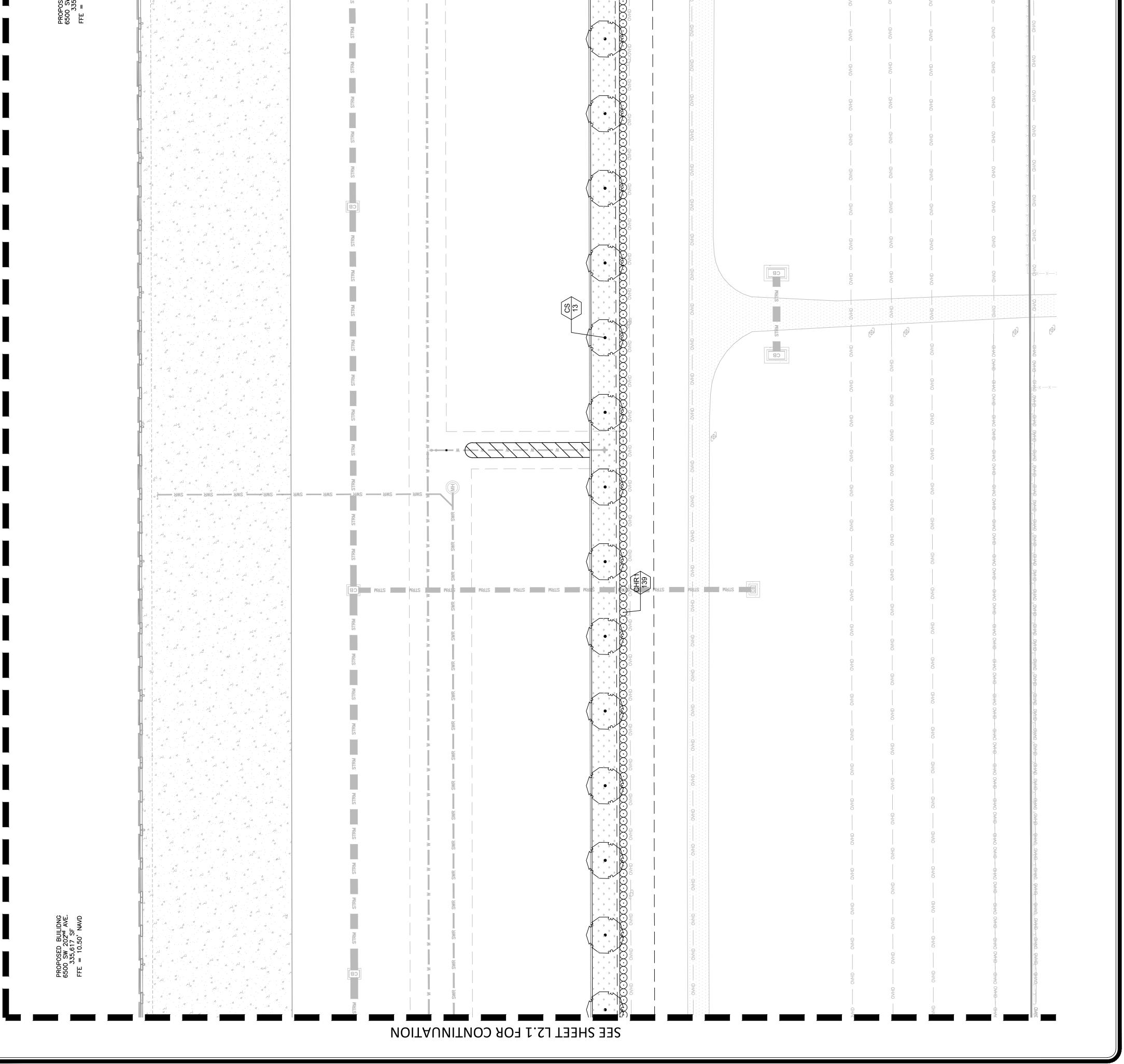
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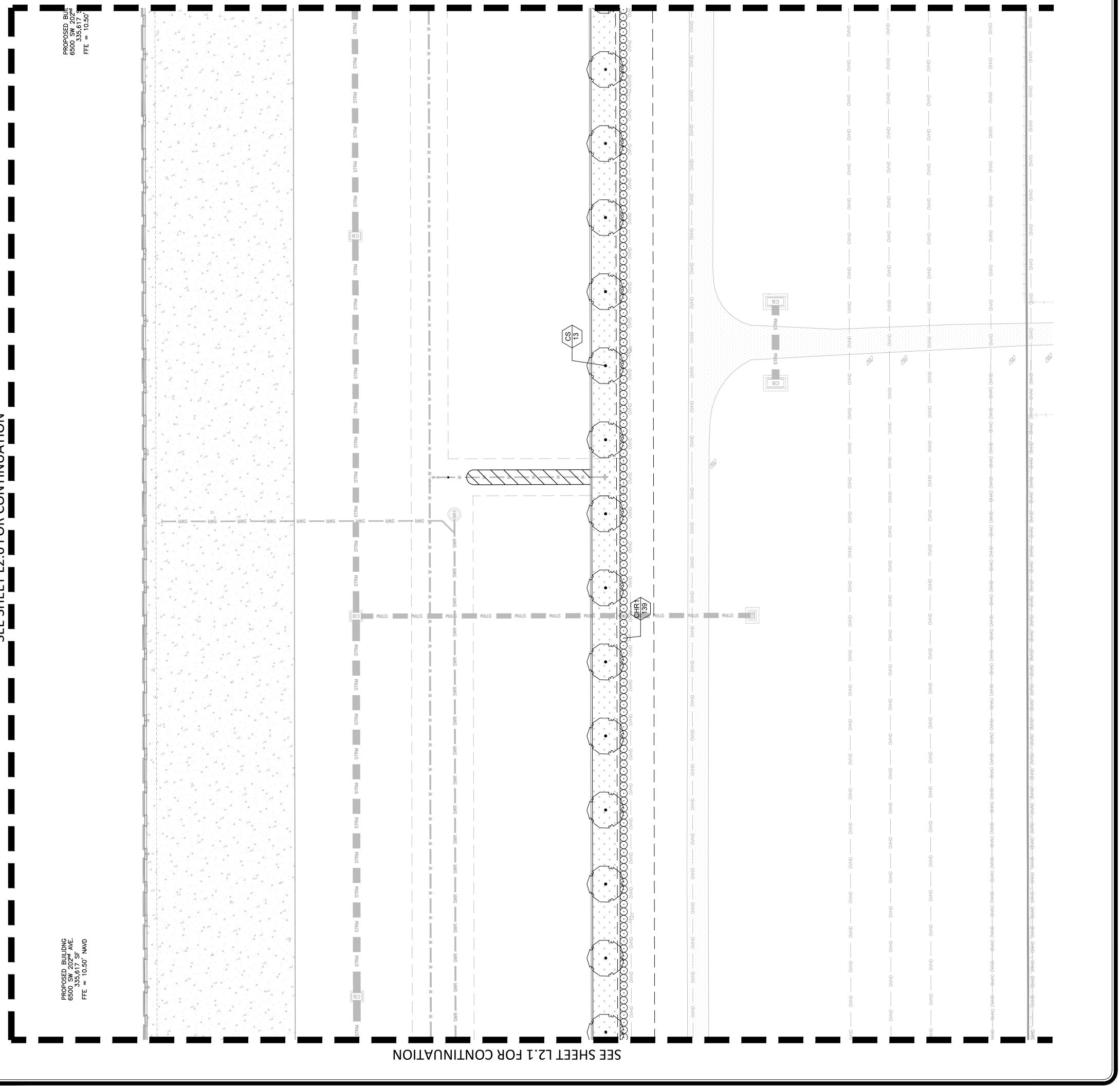


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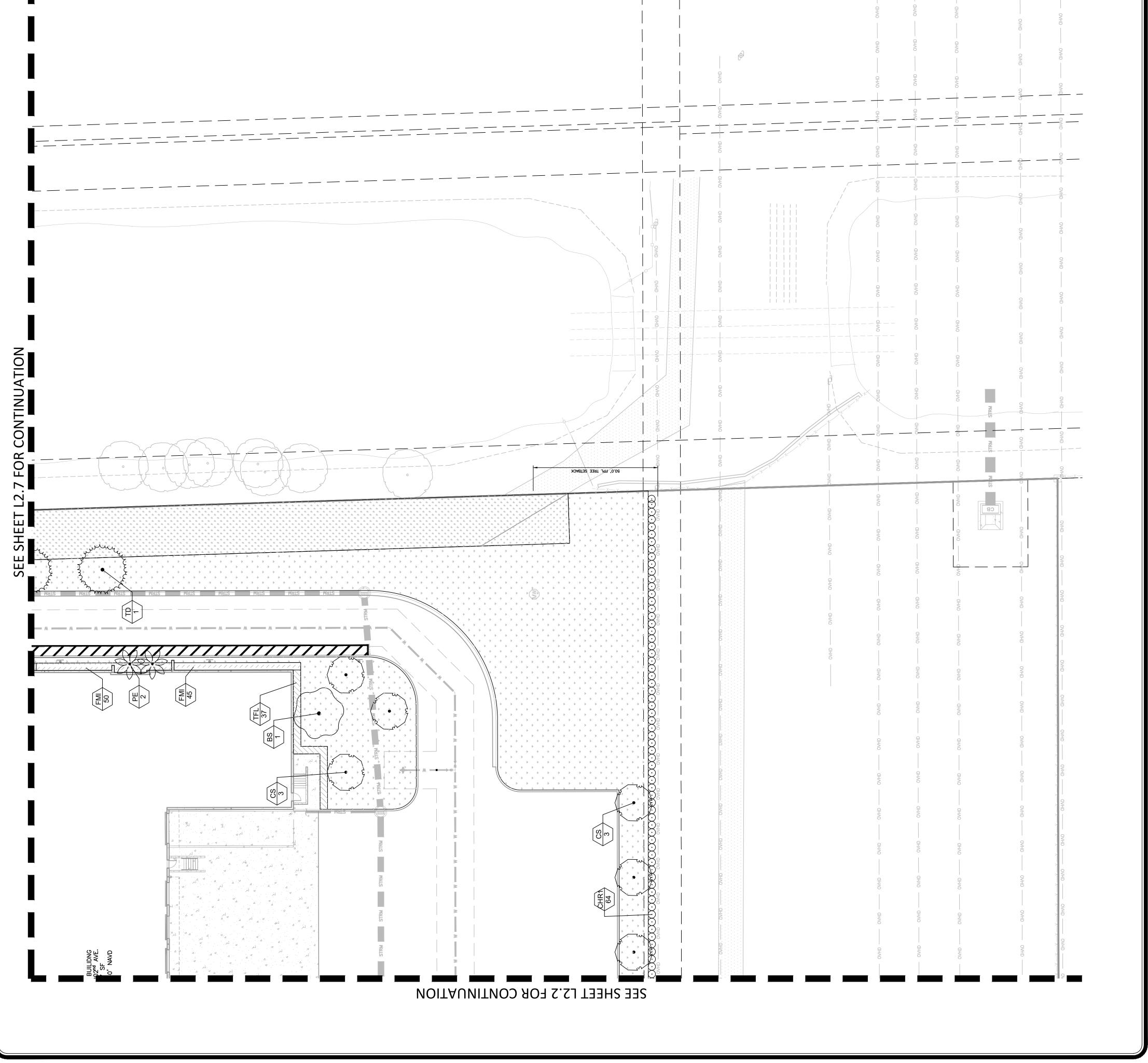






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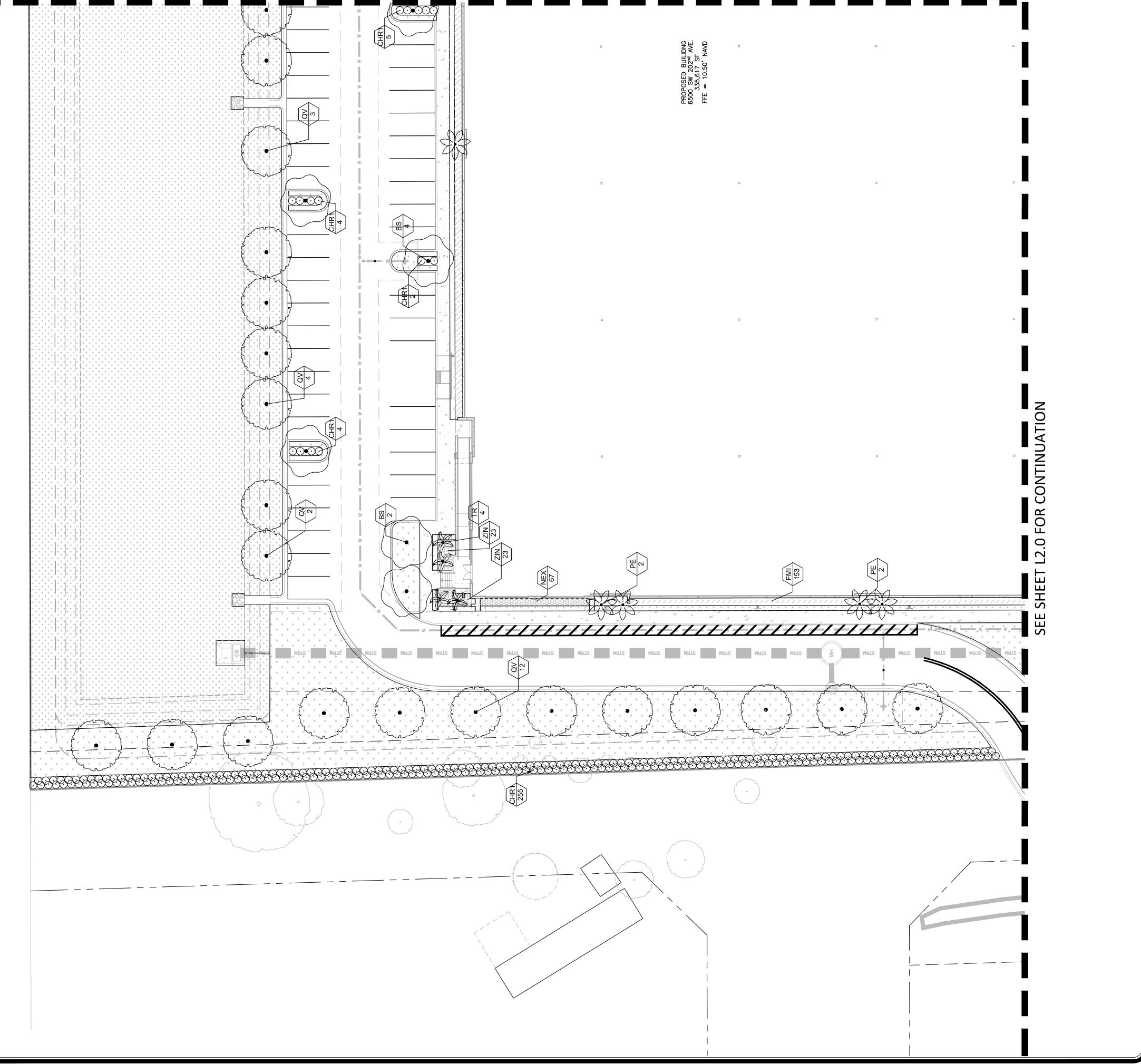
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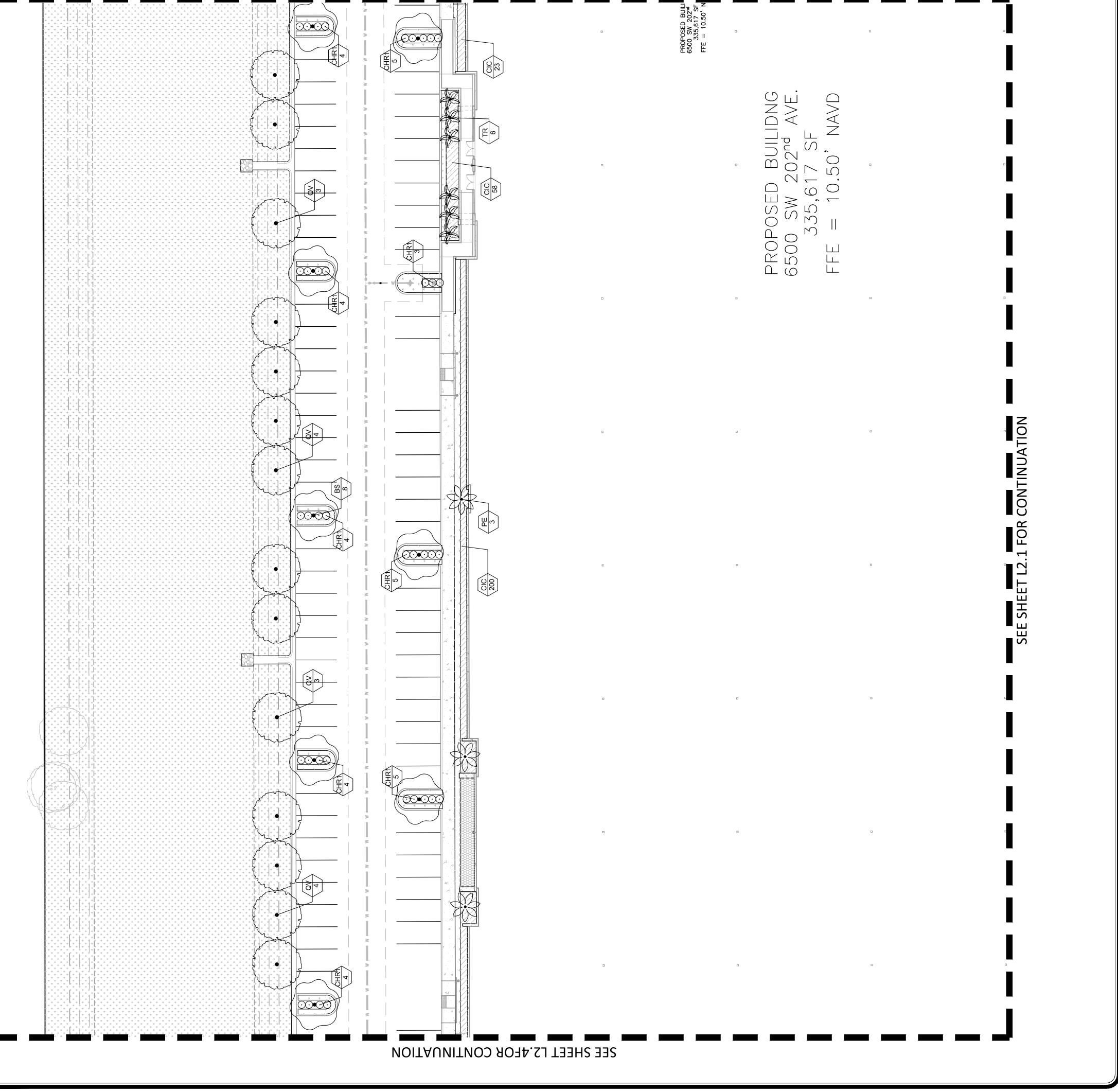
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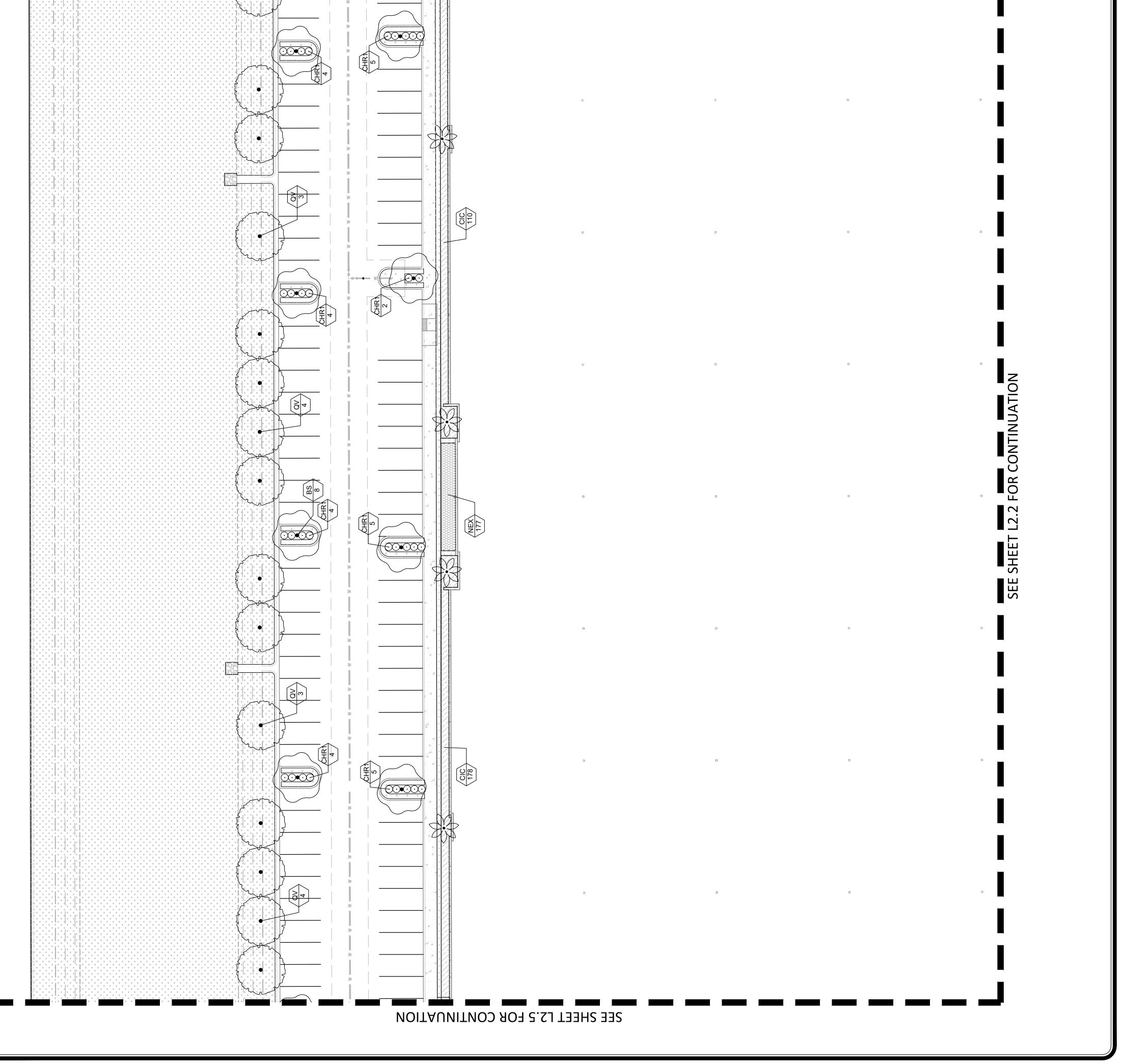
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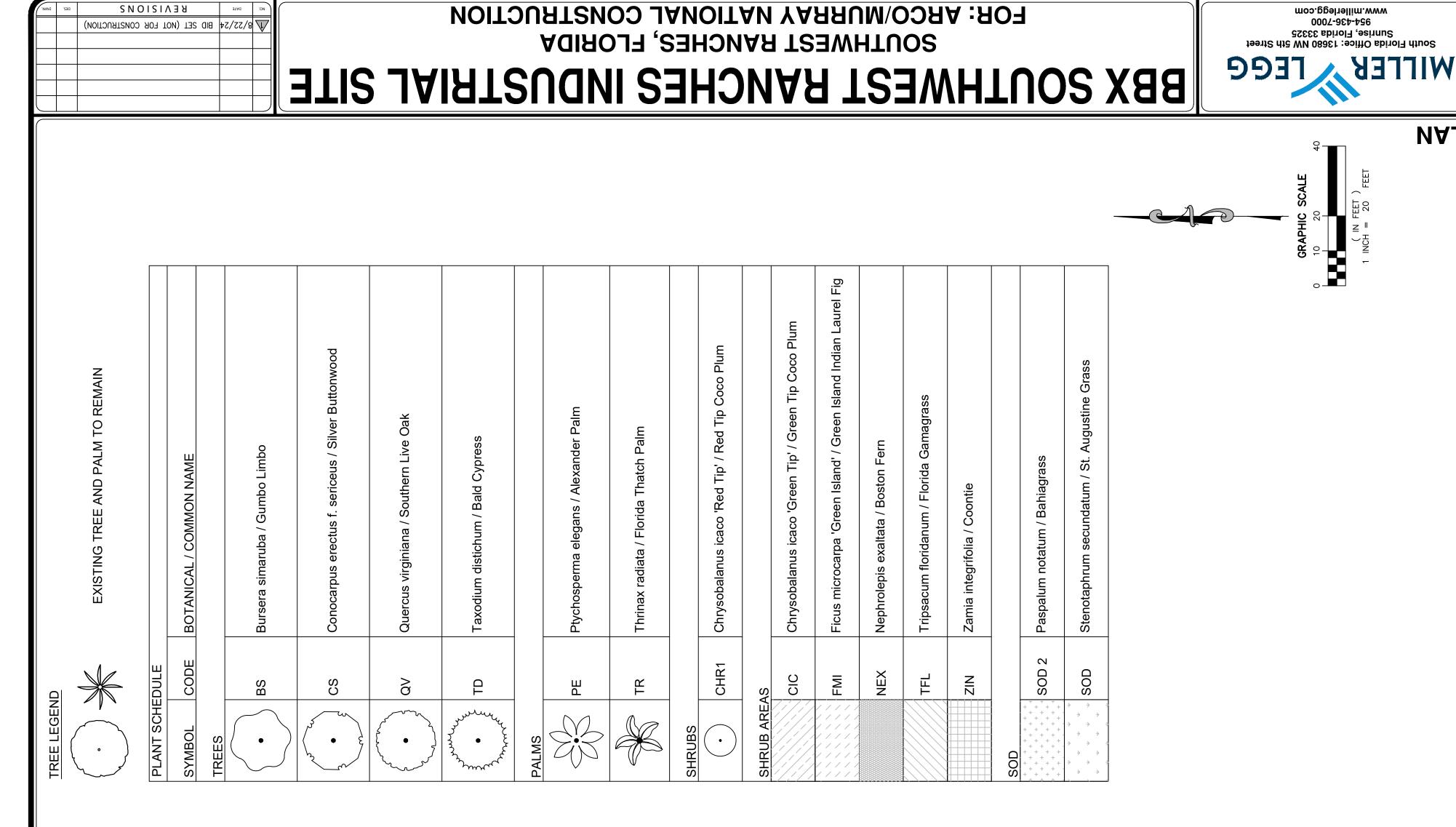


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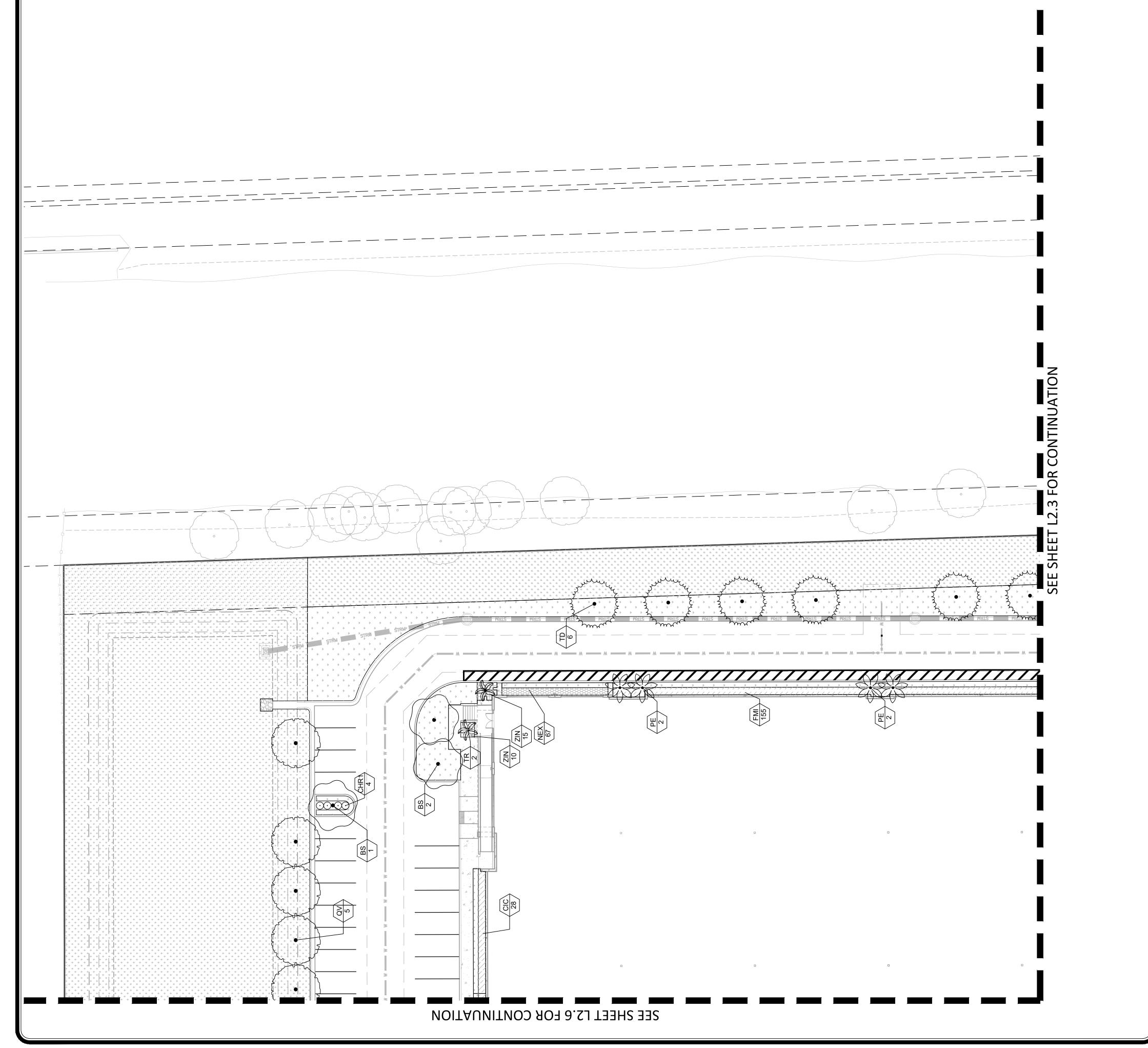
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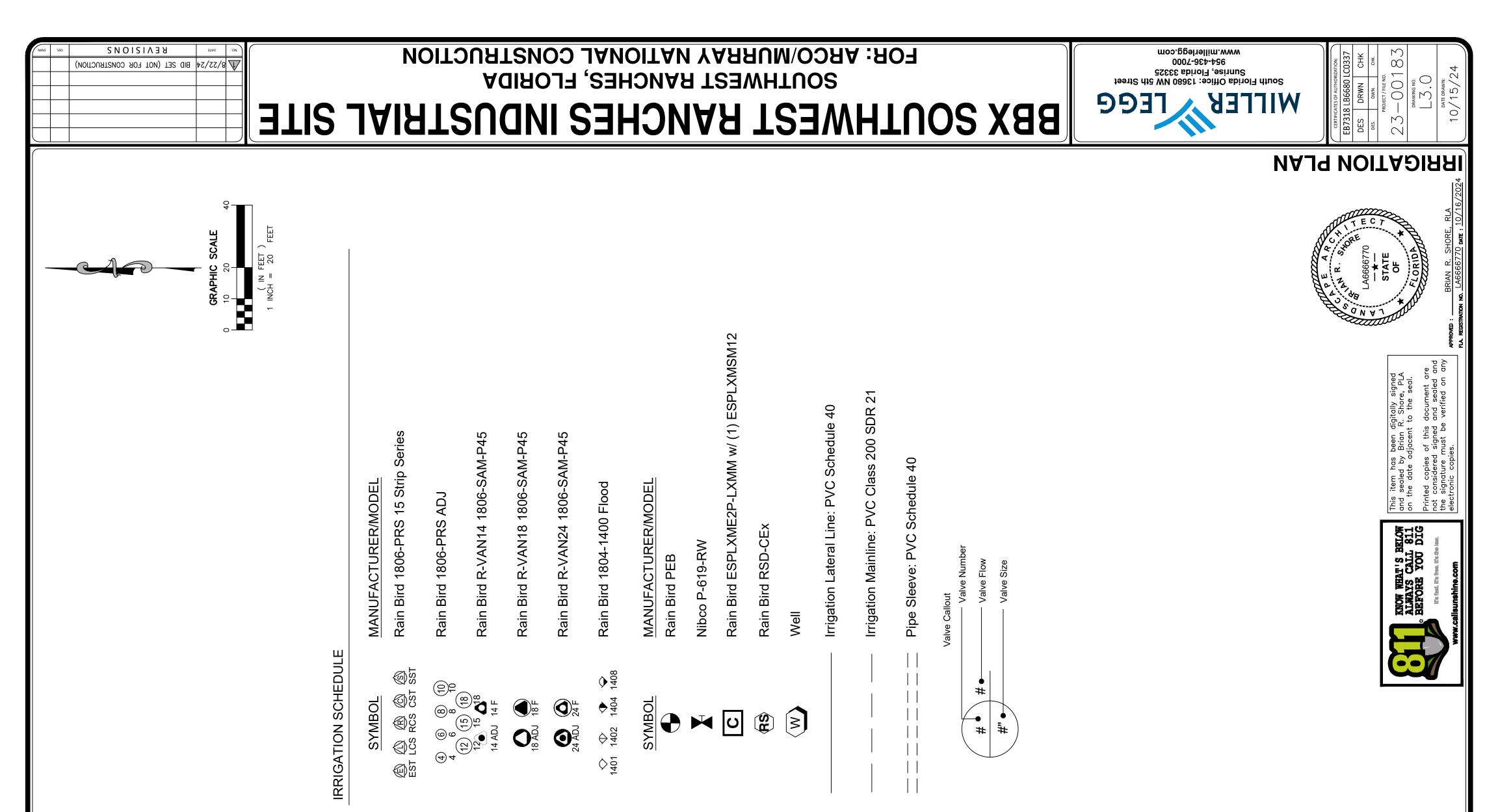
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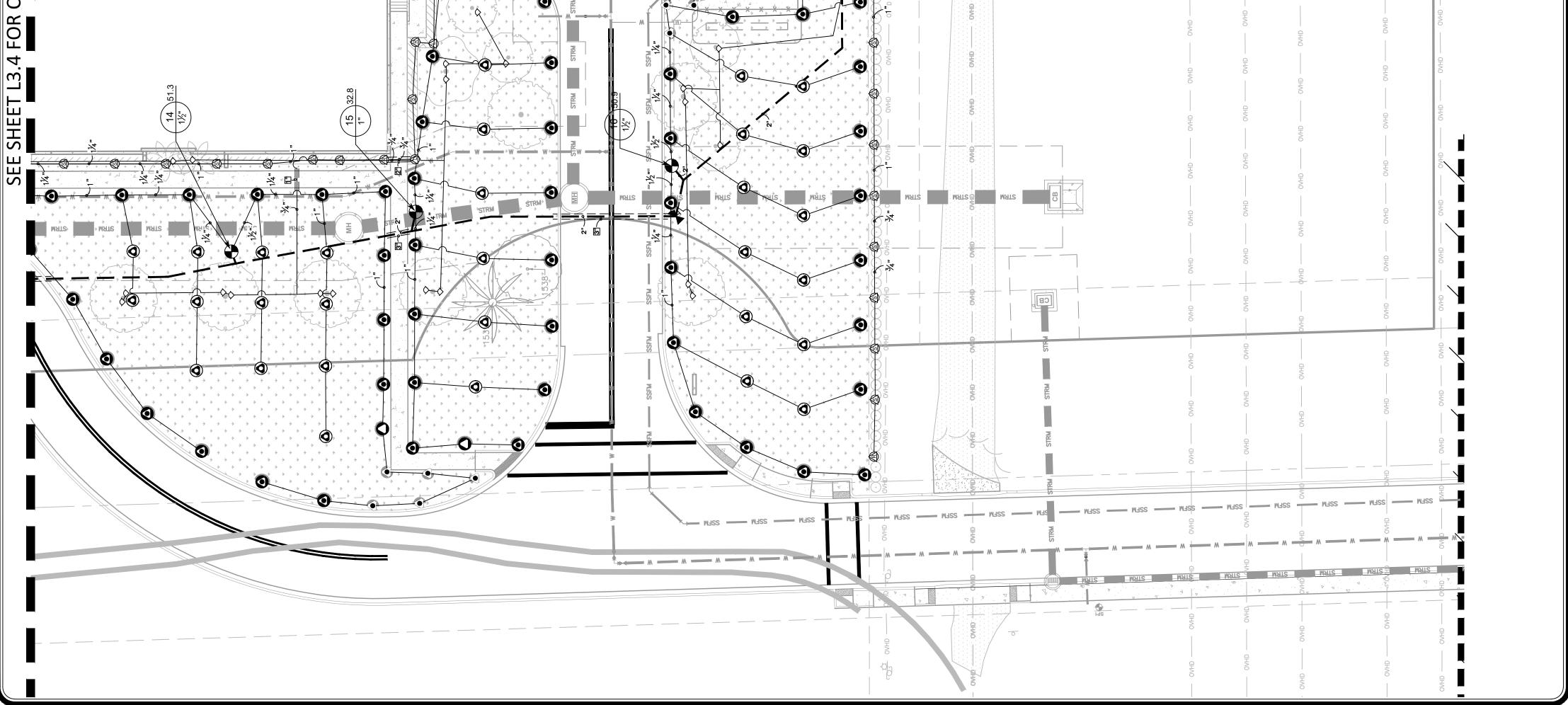
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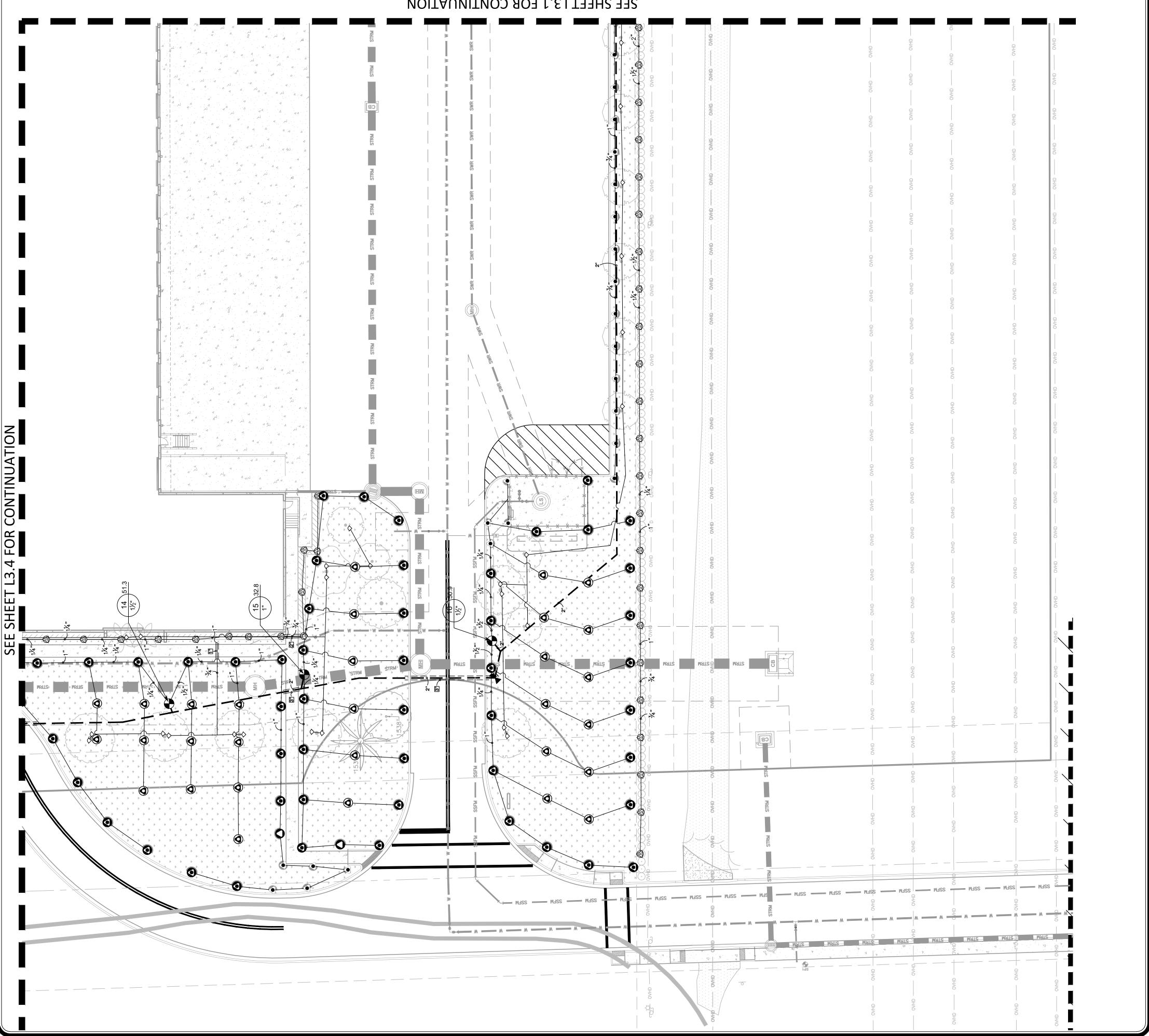
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	SIZE SPD NATIVE		12 HI 5 SPK. Yes	12' HT 5' SPR. Yes		12' HT 6' SPR. Yes	12' HT 6' SPR			12' -18' CT 8' SPR. No	6` -7` HT 4` SPR. Yes	SPRD				. 30" O.C. 30" o.c.	24" OC 24" o.c.	18" O.C.	30" O.C. 30" O.C. 30" o.c. 34"		SPACIN								prior to	lall be Chitect Equal Spacing Chitect Equal Spacing Chitect	Between all plants TYPICAL PLANTING BED PLAN	— Mulch. 3" layer. mulch shall not to trunk. 1" layer on top of root ball	——Round topped. soil berm, 4" ht. fill times immediately after planting.	excavate entire bed spec for groundcover planting to a depth of 12" min.	and a second and a second a s		Scarify sides of hole t 4" depth min.	b&b or containerized (see plant schedule f root ball requirements	Prepared planting soi see specifications.	Existing or recompacted planting soil beneath root ball	ANTING DETAIL	C R N R SC H		gned PLA sedi.	nt are aled and on any APPROVED : BRIAN R. SHORE, R
	CONT. CAL		Field Grown 2.5" CAL	45 GAL 2" CAL		Field Grown 2.5" CAL	Field Grown			Field Grown	Field Grown	CONT		7 GAL. 36" HT.		GAL	AL		3 GAL 24"-36" HI 7 GAI 24"-36" HI		CONT HT	FLAT							e percolation of all planting pits	conditions, rootball elevation sh e. coordinate with landscape ar			( Sharefull	Fre way							<b>GROUNDCOVER PL</b>			This item has been digitally s and sealed by Brian R. Shore, on the date adjacent to the s	Printed copies of this docume not considered signed and sec the signature must be verified electronic copies.
	OMMON NAME		aa / Gumbo Limbo	ctus f. sericeus / Silver Buttonwood		ına / Southern Live Oak	hum / Bald Cvoress			legans / Alexander Palm	/ Florida Thatch Palm	OMMON NAME		caco Ked Tip' / Ked Tip Coco Plum		caco 'Green Tip'/ Green Tip Coco Plum	a 'Green Island' / Green Island Indian La	litata / Boston Fern	anum / Florida Gamagrass a / Coontie		OMMON NAME	um / Bahiagrass							<u>notes:</u> 1.  Contractor shall assure	installation. 2. in semi-impervious soil 2"-4" above finish grad			S S S S S S S S S S S S S S S S S S S	and the second s	Finish grade			ω WIN WIN	S.		3 SHRUB & C			KNOW WHAT'S BELOW ALWAYS CALL 811	BEFORE YOU DIG     It fail to the lite the law
PLANT SCHEDULE	SYMBOL CODE BOTANICAL / C	TREES	C)	CS Conocarpus ere		C) Auercus virginit	(C)	2 July of the second se	PALMS	PE Ptychosperma e	TR Thrinax radiata	SYMBOL CODE BOTANICAL/C			ų l	CIC Chrysobalanus	FMI Ficus microcarp		IFL Inpsacum nonc		SYMBOL   CODE   BOTANICAL / C SOD	Paspalum notat							: al tree location to be approved by owner. ntractor shall assure percolation of all inting pits prior to installation.	ended soil: soil tests need to be provided the owner and the landscape architect for proval. a trucking packing list (shipping als/manifest) of what was bauled to the	ensitient each of what was hadred to the owner and dscape architect.	al leader. See crown observation detail.	ot ball size	ct tree trunk with black rubber hose. hment point of cable should be 50-65% up	guag	ctive survey tape to wire. A 3" depth. Do not place mulch in contact tree trunk. Do not place more than 1" on top	ot ball. d topped soil	times in grade	'x4" stakes (36" long) buried below finish e or other approved method. nded planting soil with fertilizer. See specificatic	fy sides of hole to 4" depth minimum. oot ball 6-8" higher than finish grade.	actor to remove wire cage, burlap and all e ropes, twine, trunk wrap from root ball. ee plumb in hole.	ng or recompacted soil beneath root ball.		C	
Shrinks	2		Hedge per Sec. 075-070 (C) (3)	Hedge Der Sec 075-070 (C)	(3)	0/0-6/0	Hedge per Sec. 075-070 (( (3)	¢	Varies > 3	ua S	na	2	2,795		Total Canopy		<b>f.):</b> 12,				DINT OF	L NEW TREE		E TOMM					Notes 1. Fin 2. Col	3. Am to	article and a site	Centr	for re	Prote	No. 1	Mulc	of ro	Fill 3	(3) 2 grad	Scar Scar	Cont of the Set t	Exist			
- LANDSCAPE REQIREMENTS) PROVIDED Trees Note		request th	requirement be waived as there are masses of trees planted on the	adjoining plot Per Sec. 075-070 (D) - Fl	0 prevents trees within buffer	27 20 existing, 7 new	17 3 existing, 17 new	na 753 SF ea	na 132 SF ea.	ea. 252 SF	L ea. 253 SF ea.		na railits flot coulited	JENT	Replacement Category Canopy Area Credit Ouantity	(sf.) (sf.) 41	Mitigation Cano				ΔΡΟΛΓΕ ΡΕΡΡΕΣΕΝΤ Δ ΡΔΡΤΙΔΙ	IGATION REQUIREMENT. TOTA MENT REQUIREMENT	E PROVIDED AS PART OF THE			ST BE REMOVED FROM ENTIRE SITE			120' PLAN BLACK (BIODEGRADABLE) NATURAL RUBBER HOSE	120 120 DOUBLE STRAND 12 GAUGE WIRE.					неюнтя	- ЗЕЕ РLANT ABA TRUNK	FOR CL					2) TREE PLANTING DETAIL	)		
LANDSCAPE REQUIREMENTS (ARTICLE 75. REQUIRED			1321/30 LF = 45 trees		1321/30 LF = 30 trees	595/30 LF = 20 trees		075-070 (J)(3)	/ 200 SF of parking	1 tree / 200 SF of parking area	Sec. 75-100	I	14 trees x 10 = 140 shrubs	TREE REPLACEM	HEIGHT (FT) DBH (IN)		<b>v</b>			NOTES	FE REDIACEMENTS II	The function of the second of	2. IRRIGATION PLANS TO BE P BLIILDING /DEPANITTING SUI		OF SWR PRIOR TO A CLE	4. ALL INVASIVE SPECIES MUS	(		$\left( \right)$		<ul> <li>✓</li> <li>otect tree with burlap</li> </ul>	wide min. nylon strapping equal spacing (3 per tree).		marker	— 3" soil ring for watering with 3" deep mulch on root zone		water			2"X2"X2' Stake. top to	be 2" min below finish grade.				
	VUA BUFFER REQUIREMENT Sec. 075-070 (C)	INUOUS HEDGE AND 1 TREE PER	NORTH		SOUTH	EAST		PARKING AREA INTERIOR LANDSCAPING Sec. Parking Islands	Parking Peninsulas	Parking Islands	NON VEHICULAR OPEN SPACE REQUIREMENT	306 SF (2.5%	10 Shrubs per 2,000 SF		SYMBOL COMMON NAME	, a vi																at at								Unexcavated for Granular fill	support material or existing grade	(1) SMALL PALM PLANTING DETAIL	· ·		
ENERAL NOTES:	ERIAL: ALL PL	CLANI MATERIAL: ALL FLANT MATERIAL STALL BE FLORIDA # I UN BETTER AS ESTABLISTED BT "GRADES AND STANDARDS FOR NURSERY PLANTS" OF THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.	SHRUBS AND	QUANTITIES LISTED ON THE THE PLANT LIST ARE FOR ESTIMATING PURPOSES. CONTRACTOR SHALL VERIFY ALL QUANTITIES. MULCH, TOPSOIL, FERTILIZER, ETC. SHALL BE INCLUDED IN THE UNIT COST OF THE PLANTS.	WHERE THERE IS A DISCREPANCY EITHER IN QUANTITIES, PLANT NAMES, SIZES OR SPECIFICATIONS BETWEEN THE PLAN OR PLANT LIST, THE PLAN TAKES PRECEDENCE.	BEDS AND REDDED EU	THE PLANTING PLAN SHALL BE INSTALLED IN COMPLIANCE WITH ALL EXISTING CODES AND APPLICABLE DEED RESTRICTIONS.	SOD: ALL AREAS NOT USED FOR BUILDINGS, VEHICULAR USE AREAS, WALKS OR PLANTING BEDS SHALL BE GRASSED. GRASSING SHALL EXTEND TO ANY ABUTTING STREET PAVEMENT FIDE AND TO THE MEAN WATERLINE OF ANY ARTITING CANAL LAKE OR WATERWAY	SOIL: ALL	OPSUL AROUND AND BENEATH THE ROUTBALL. MINIMUM TOPSUL SHALL BE & FOR SROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.	PLANTING SOIL TO BE A WEED-FREE MIXTURE OF 50% SAND, 40% MUCK, AND 10% CANADIAN PEAT. ALL PLANT MATERIAL TO RECEIVE PLANTING SOIL AS PER DETAILS.	ACILITIES SO AS TO NOT CONFLICT. BELEMINING ALL UTILIT LUCATIONS AND INSTALLING ACILITIES SO AS TO NOT CONFLICT. ALL DAMAGE TO EXISTING UTILITIES OR IMPROVEMENTS CAUSED BY CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.	CONTRACTOR TO NOTIFY "SUNSHINE STATE ONE CALL OF FLORIDA, INC." AT 1-800-432-4770 TWO FULL BUSINESS DAYS PRIOR TO DIGGING FOR UNDERGROUND UTILITY LOCATIONS.	TOR SHALL BE F AREAS.	E, ARE ALS REI Fo to	FECT OR	Y GRADE OR SHALL STAK	APPROPRIATE DETAIL. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE AND/OR REPAIR DF ALL STAKING AND GUYING DURING WARRANTY PERIOD AND REMOVAL & DISPOSAL OF STAKING AFTER ESTABLISHMENT PERIOD.	ERTILIZER FOR GRASS AREAS SHALL BE NPK 16-4-8 @ 12.5 LBS/1000 S.F. OR 545 BS/ACRE. NITROGEN 50% SLOW RELEASE FORM & FERTILIZER TO INCLUDE SECONDARY	AICRONUTRIENTS. UBSTITUTIONS AND CHANGES: ALL SUBSTITUTIONS AND CHANGES SHALL BE APPROVED IN DITING PRIOP TO INSTAULATION ANY DISCREPANIOLES DETWEEN DIANS SITE AND	VRITING PRIOR TO INSTALLATION. ANY DISCREPANCIES BETWEEN PLANS, SITE AND PECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE RCHITECT, THE OWNER AND GOVERNING MUNICIPALITY.	VATERING: ALL PLANT MATERIAL SHALL BE WATERED IN AT TIME OF PLANTING IN ACCORDANCE WITH STANDARD NURSERY PRACTICES. IN ADDITION, CONTRACTOR WILL CONTINUE VATERING OF PLANT MATERIAL UNTIL SUBSTANTIAL COMPLETION AND AS NEEDED THEREAFTER FOR A PFRIOD OF 2 MONTHS.	న ₹టరన	N ADDITIONAL OR ARE BLOV D BY THE CO	SSFUL BIDDER THE OWNER HE UNIT PRICE	MATERIAL WILL F SCARS, OR O FFRIAL WILL	AS BEEN CRACKED, BROKEN OR OTHERWISE DAMAGED.	all plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 3 feet above adjacent street grade.	VO CANOPY TREES SHALL BE PLANTED WITHIN 12 FEET OF A LIGHT POLE. NO PALM SPECIES SHALL BE PLANTED WITHIN 6 FEET OF A LIGHT POLE.	TREE PROTECTION BARRICADES SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AROUND EXISTING TREES THAT MAY BE IMPACTED BY THE PROPOSED CONSTRUCTION. PRIOR TO ANY CONSTRUCTION A TREE PROTECTION BARRICADE INSPECTION SHALL BE CONDUCTED BY THE ANDSCAPE ARCHITECT, OWNER OR GOVERNING MUNICIPALITY. REFER TO LANDSCAPE DETAIL	N ALL PEDESTRIAN AREAS, ALL TREES AND PALMS SHALL BE MAINTAINED TO ALLOW FOR LEAR PASSAGE AT AN 8 FOOT CLEAR TRUNK.	CAPE MATERIAL REQUIREMENTS.	PROVIDED A MINIMUM 12 WEEKS OF WATERING AFTER RELOCATION. SUBMIT A WATERING SCHEDULE PRIOR TO ROOT PRUNING INCLUDING ANTICIPATED FREQUENCY AND VOLUME BASED JPON THE RECOMMENDED SCHEDULE BELOW.	RECOMMENDED WATER REQUIREMENTS       week 1-3     week 3-6     week 6-8     week 8-11       4 TIMES PER     3 TIMES PER     3 TIMES PER     2 TIMES PER	INE NOTES: UNING SHALL E	COMPACION DISIURBANCE UNDERNEAIH THE DRIP LINE OF A TREE. PRIOR TO ANY WORK WITHIN DRIP LINE, CONTRACTORS SHOULD CONTACT LANDSCAPE ARCHITECT TO COORDINATE WORK. ROOT PRUNING SHALL BE DONE PRIOR TO DISTURBANCE OF THE SITE. NO DISTURBANCE SHALL BE DONE WITHIN A DISTANCE OF 3X THE DIAMETER OF THE TREE, DUE	BEFORE DISTURBANCE, MEET WITH LANDSCAPE ARCHITECT ON SITE TO CONFIRM LOCATION OF ROOT PRUNING, ROOT PRUNING SHALL BE CONDUCTED AT AN AGREED UPON LOCATION. THIS	BE MARN LOSER TC 4"-1.5"DI	ENCOUNTERED, STOP PRUNNG IN THAT AREA AND CONTACT LANDSCAPE ARCHITECT. ROOT PRUNING SHALL ONLY BE AS DEEP AS NECESSARY TO ENSURE THE CUTTING OF ALL ROOTS WHICH WOULD BE IMPACTED BY THE DISTURBANCE.	ROOT PRUNING SHALL BE DONE WITH A SHARP TOOL, IN SUCH A WAY THAT DOES NOT PULL ON THE ROOTS, BUT LEAVES SMOOTH CUTS. IT IS PREFERABLE TO EXPOSE THE ROOTS PRIOR TO ROOT PRUNING. AFTER PRUNING, FILL THE AREA WITH QUALITY TOPSOIL AND WATER	ONCE EXPOSED, ROOTS MUST BE COVERED WITHIN & HOURS. IF ROOTS WILL BE LEFT ONCE EXPOSED, ROOTS MUST BE COVERED WITHIN & HOURS. IF ROOTS WILL BE LEFT EXPOSED FOR LONGER THAN & HOURS, THEY MUST BE KEPT MOIST. ONE OPTION IS TO PUT MOIST BURLAP OVER THE EXPOSED ROOTS. HYDRATE ROOT PRUNE TRENCH TO MAINTAIN MOISTURE AS NECESSARY UNTIL RELOCATION OF PLANT MATERIAL.	ROOT PRUNING SHALL BE DONE BY OR UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST, AND MEET OR EXCEED ANSI A300 OR APPROVED TREE CARE INDUSTRY STANDARDS. A CERTIFIED ARBORIST MUST BE ONSITE DURING THE ENTIRETY OF ROOT	PRUNING. ALL ROOT PRUNING SHALL BE DONE PER ANSI A300.	ROOT-PRUNE MINIMUM OF (12) WEEKS PRIOR TO RELOCATE TREES.	

W:\PROJECTS\2023\23-00183 - BBX SW RANCHES INDUSTRIAL SITE\DRAWINGS\23-00183\_LNP.DWG by APEREDA 10/15/2024 2:03:51 PM

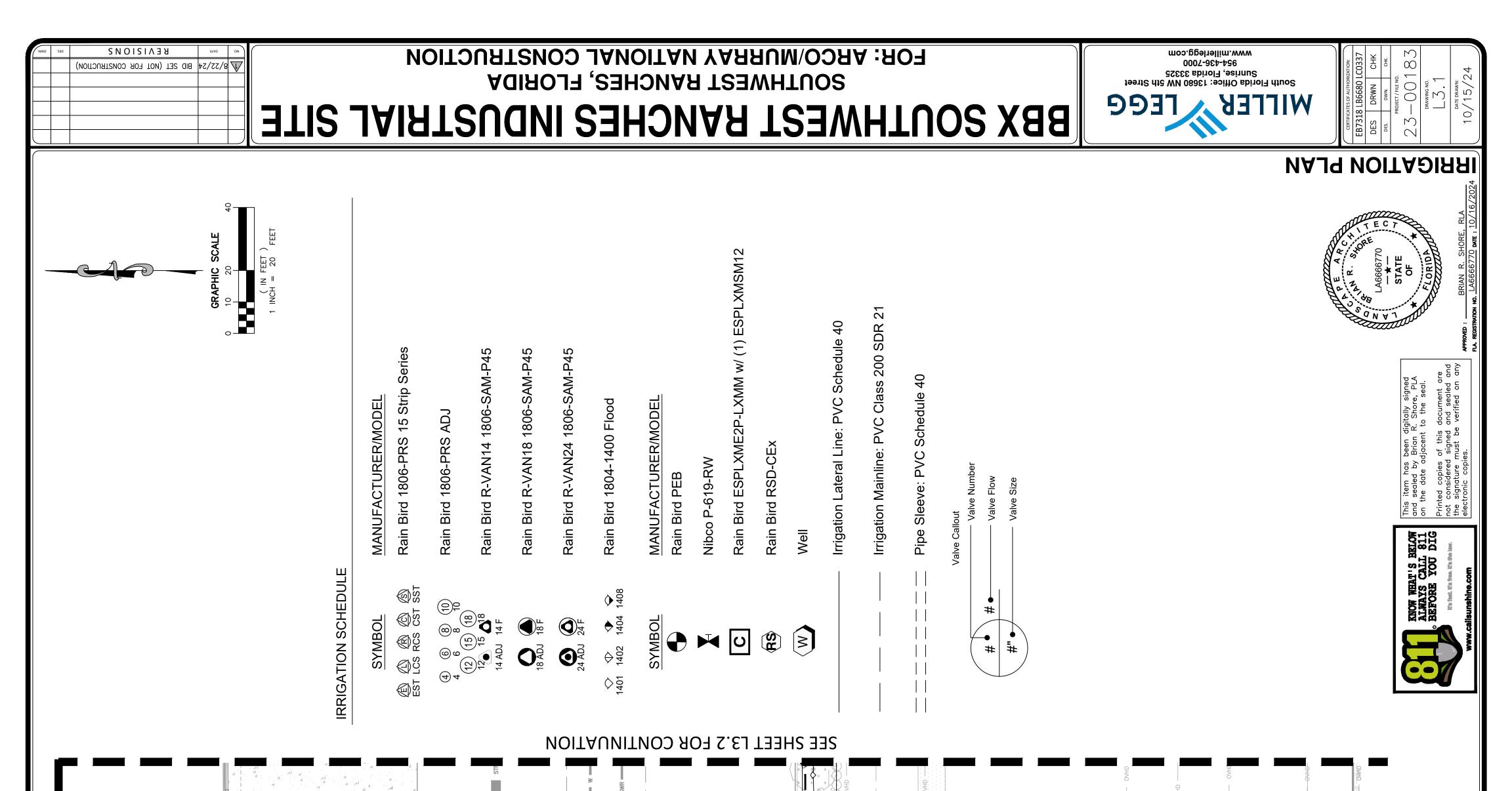


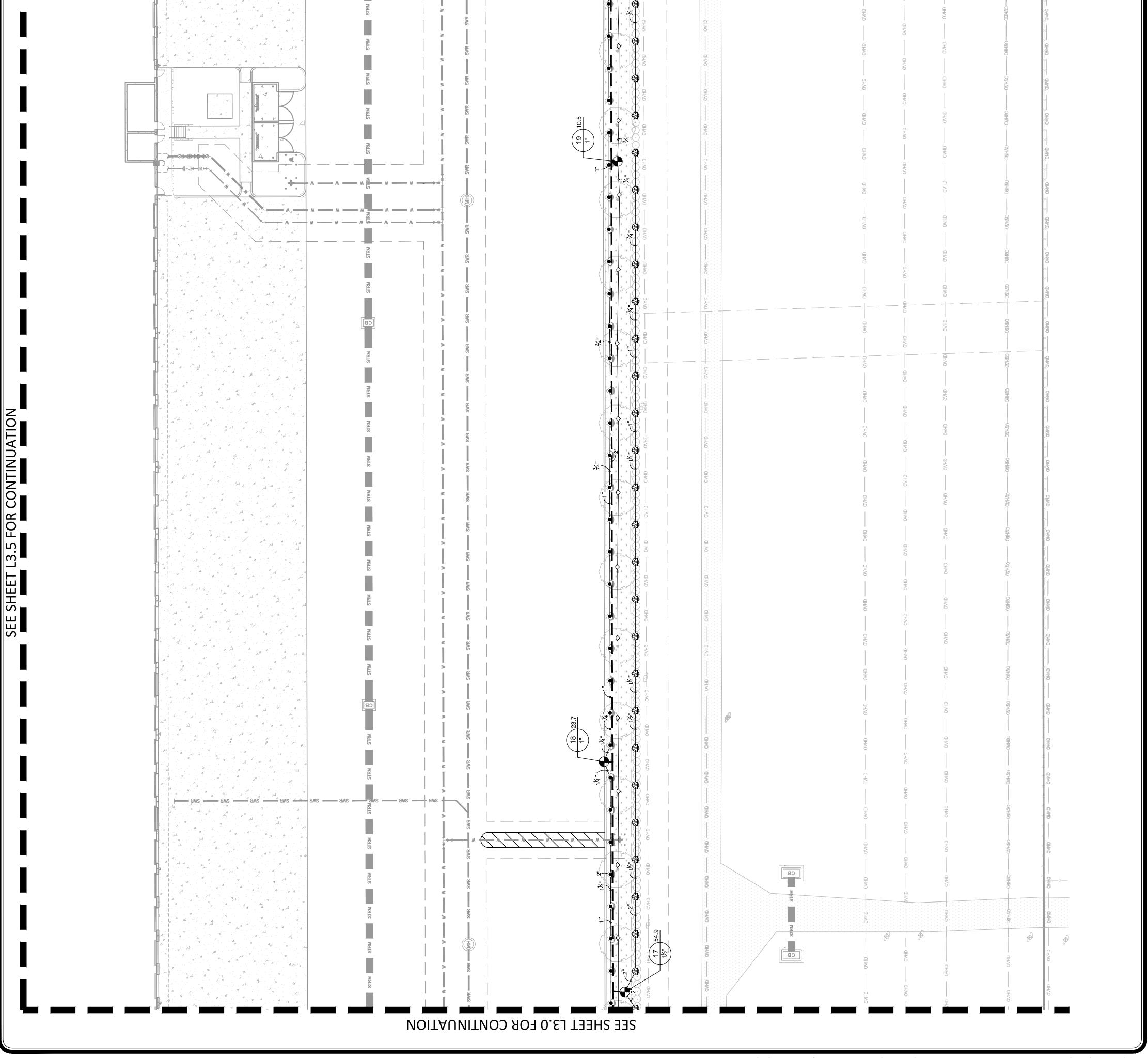




SEE SHEET L3.1 FOR CONTINUATION

W: PROJECTS/2023/23-00155 - BBX SW RANCHES INDUSTRIAL SITE DARWINGS/23-00183\_IRR.DWG by APEREDA 10/15/2024 11:39:30 AM

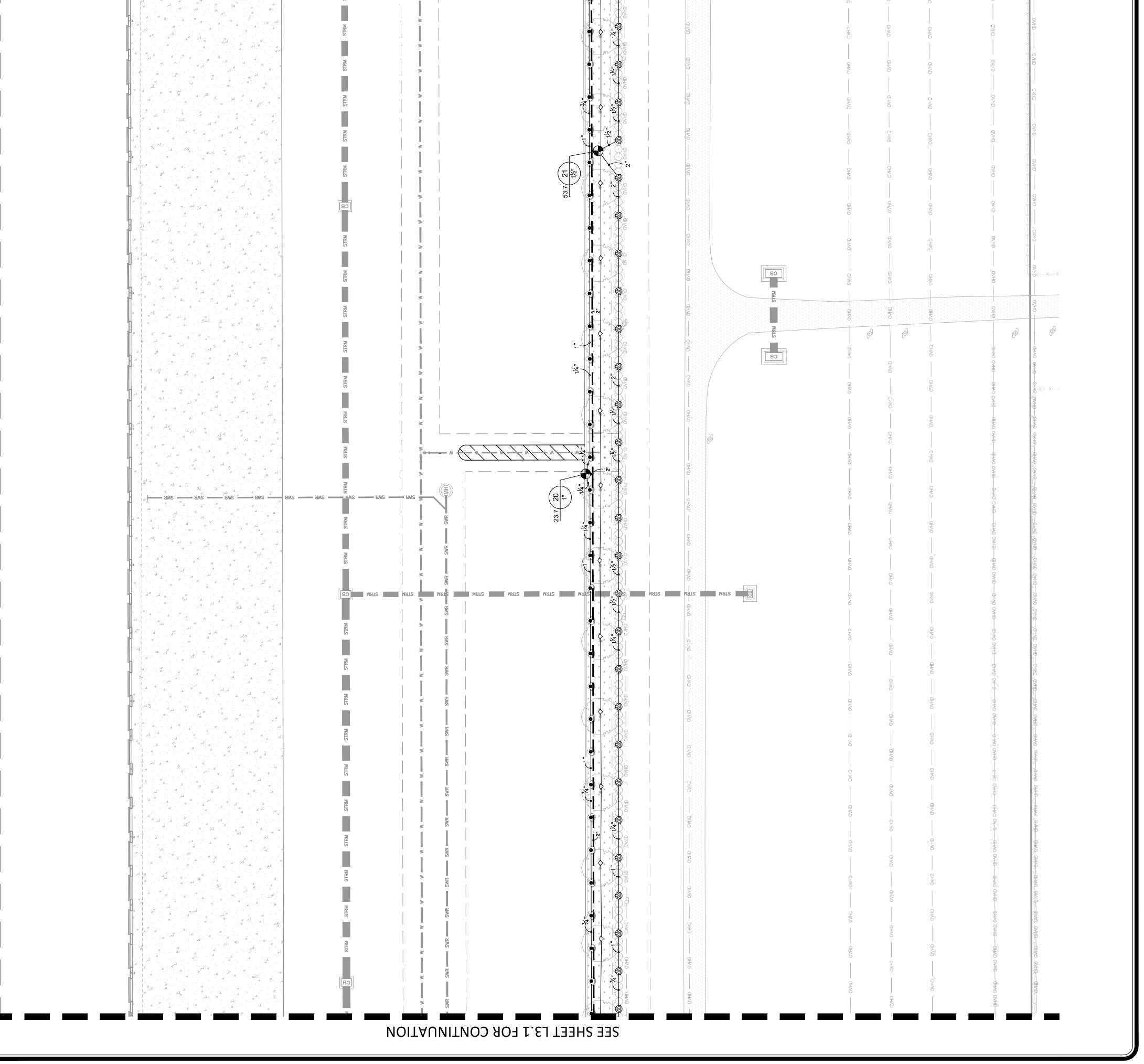




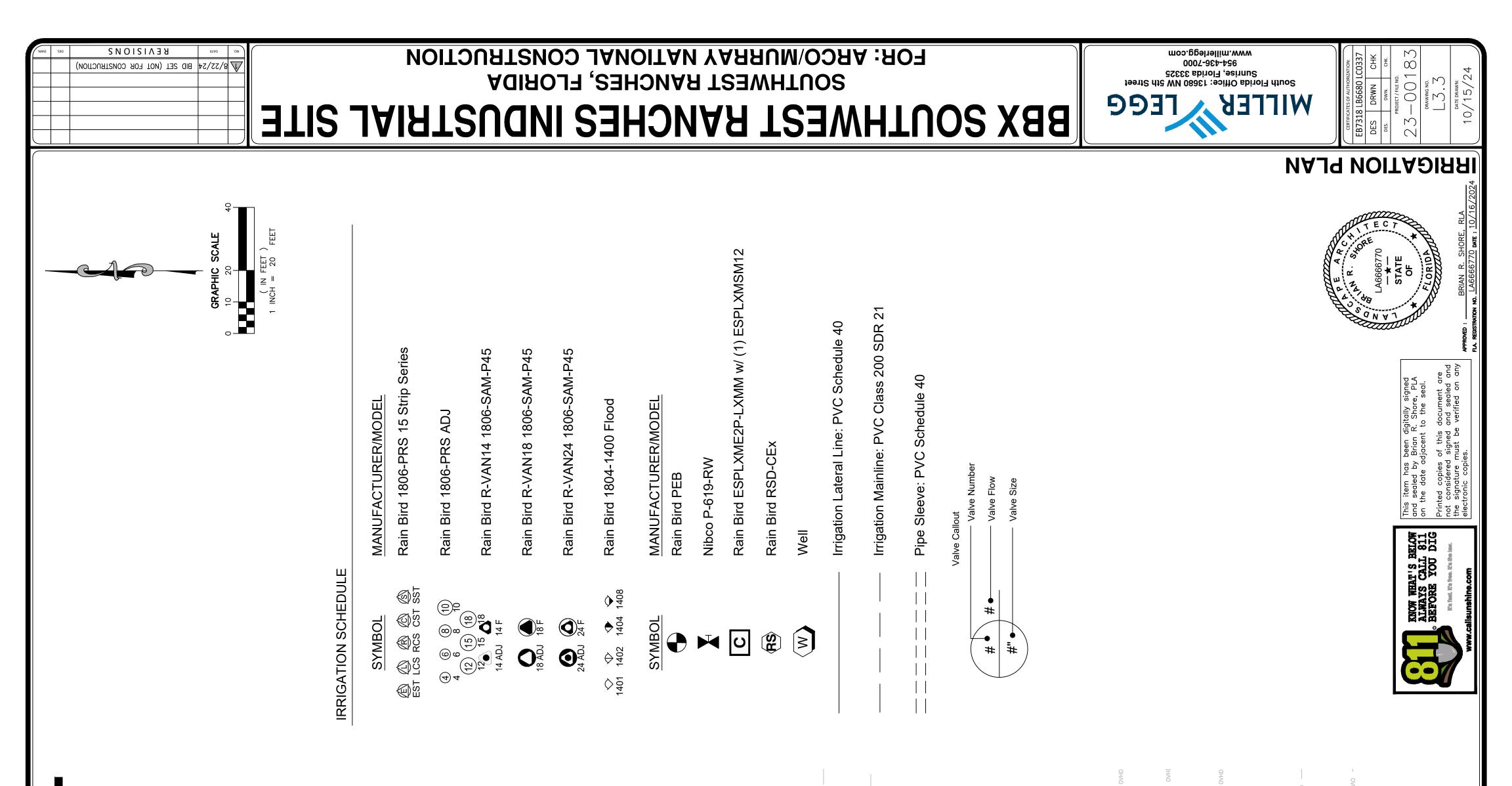
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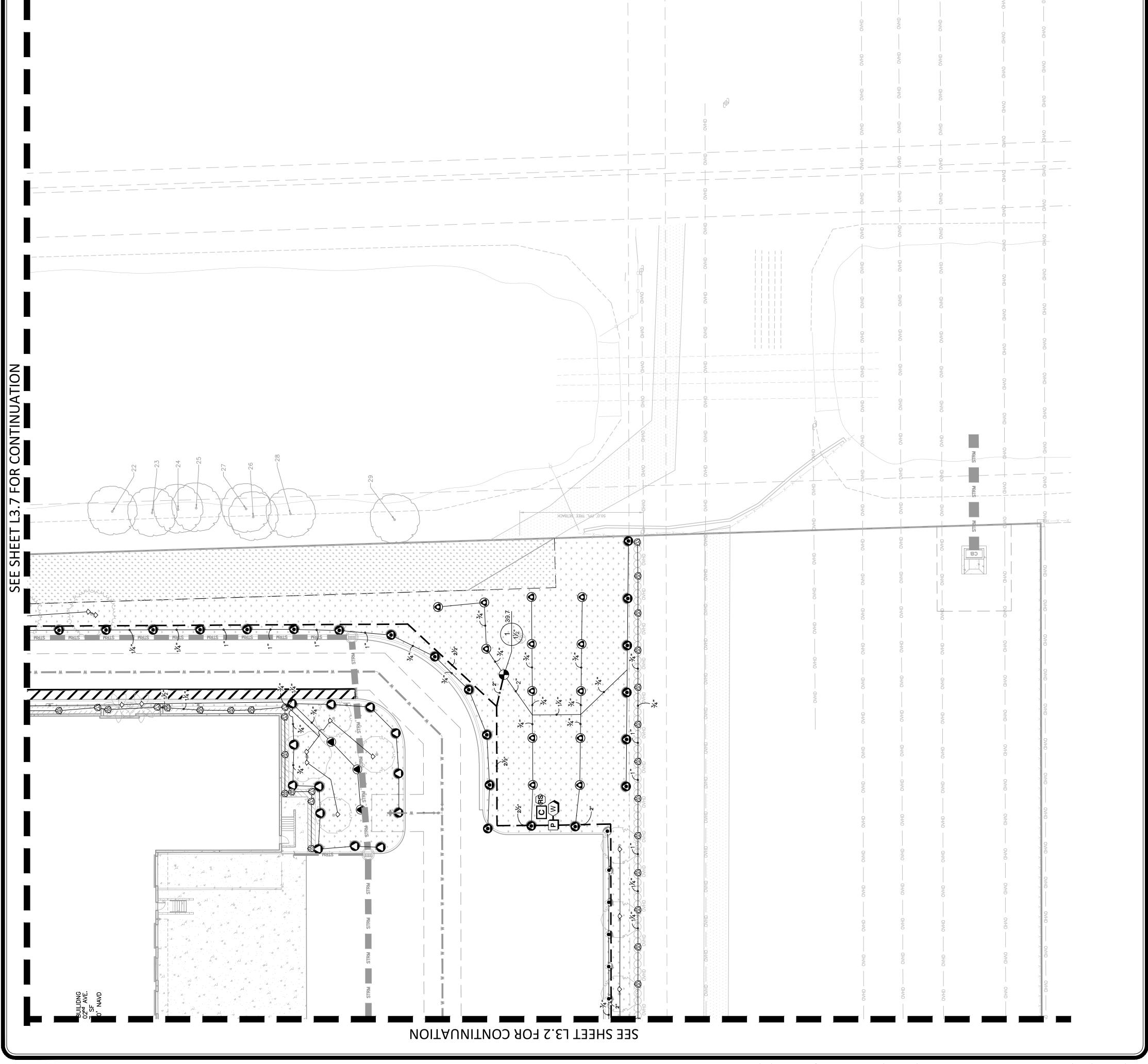


SEE SHEET L3.3 FOR CONTINUATION



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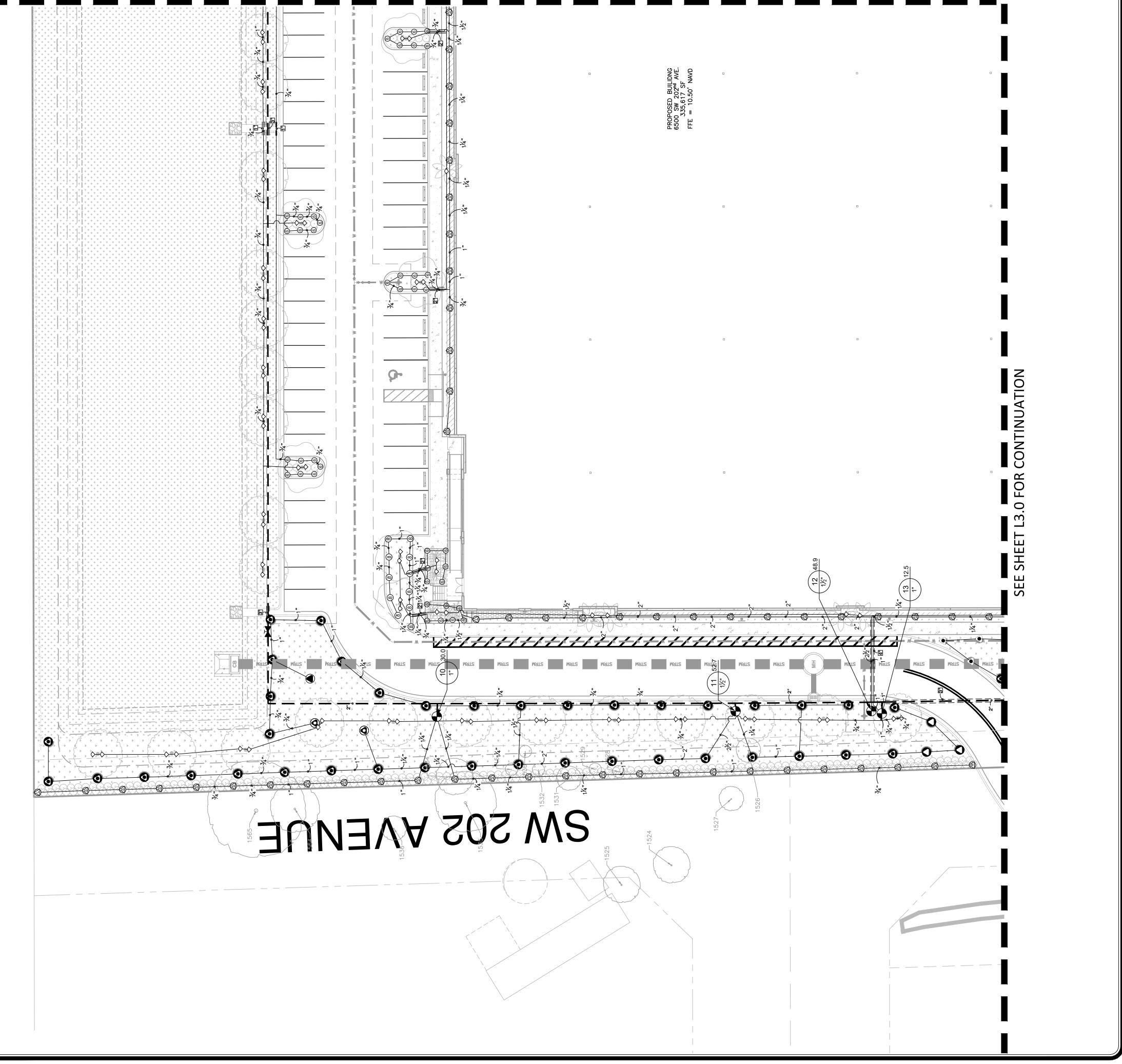


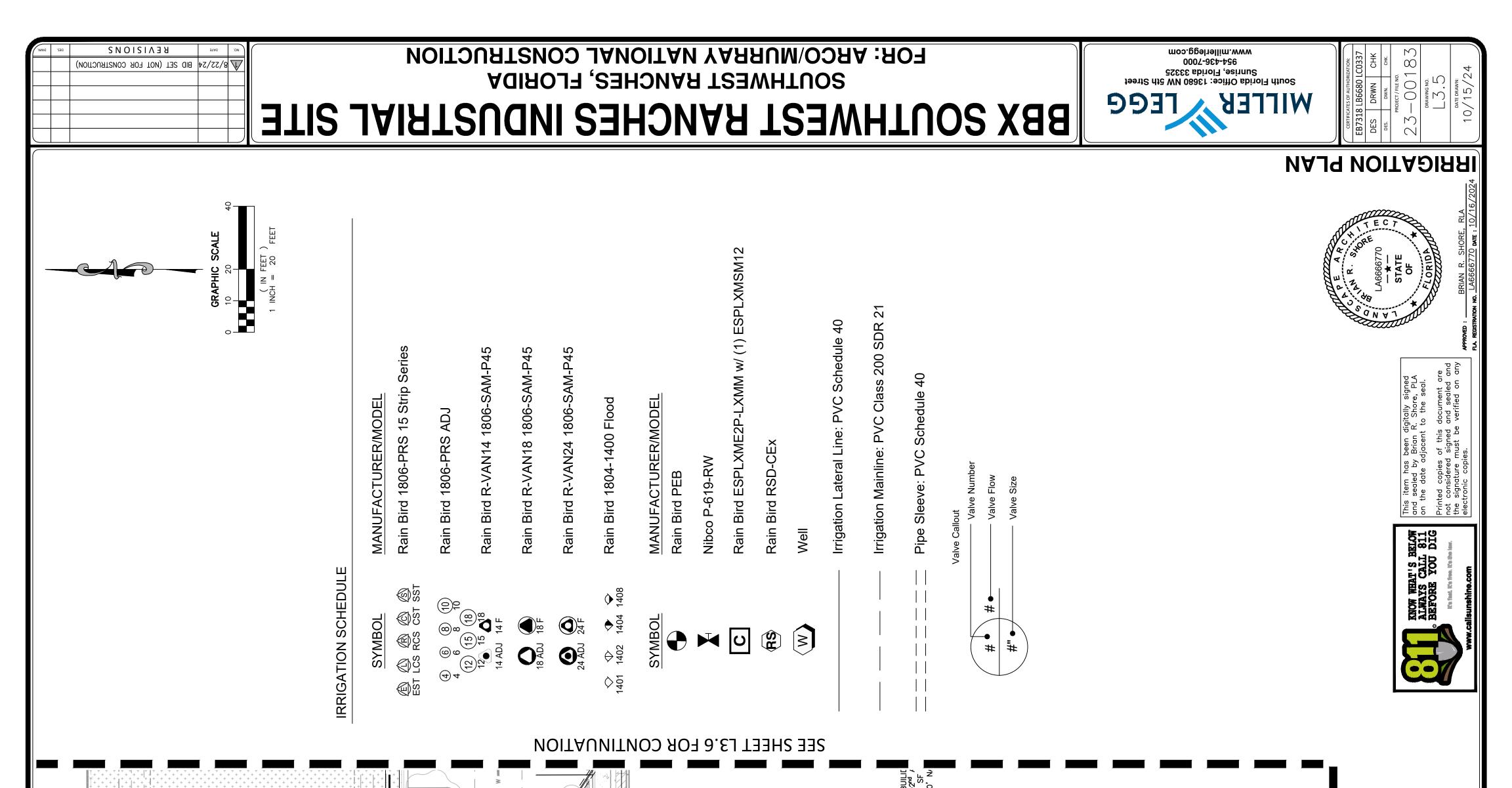
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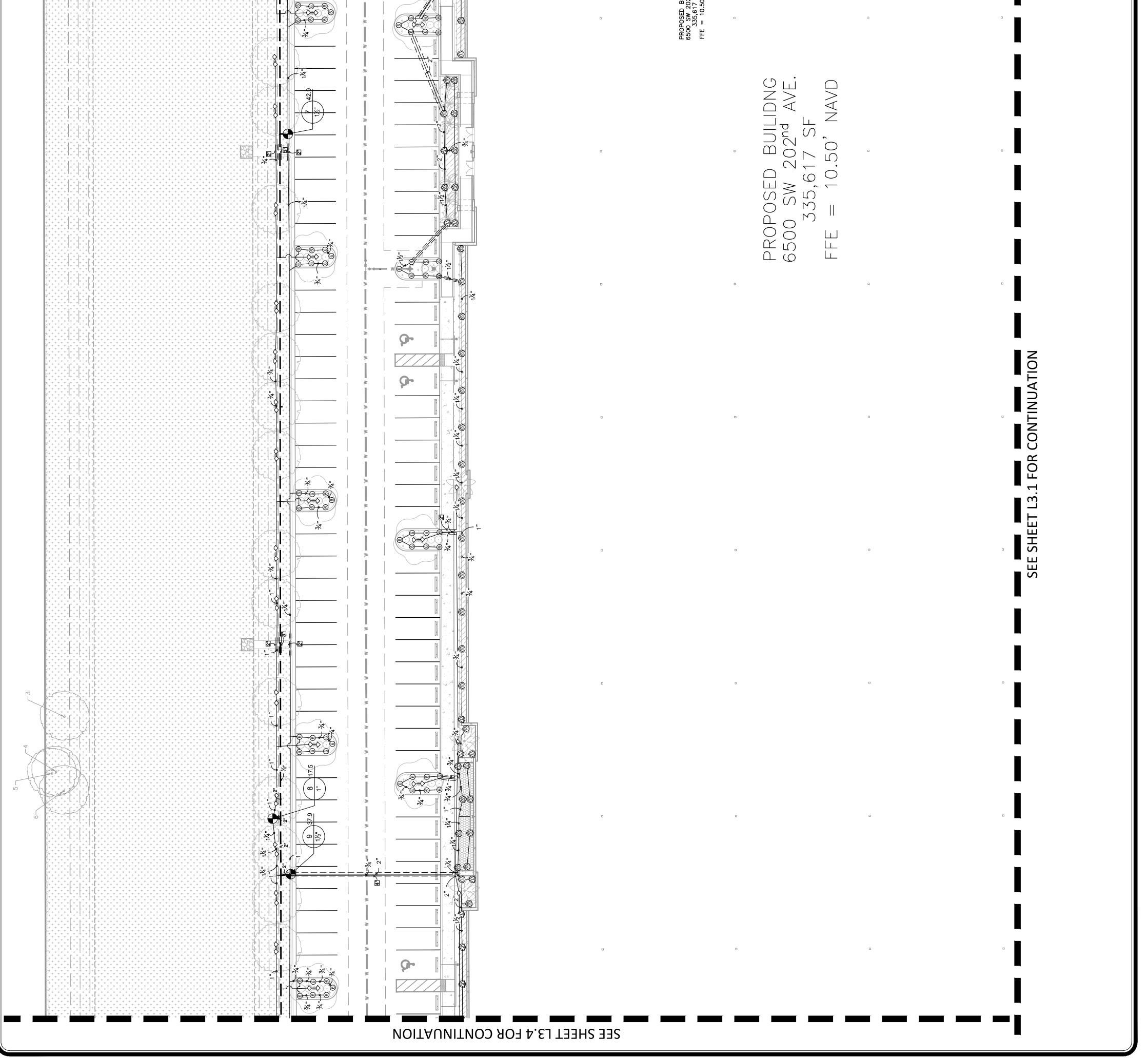


SEE SHEET L3.5 FOR CONTINUATION

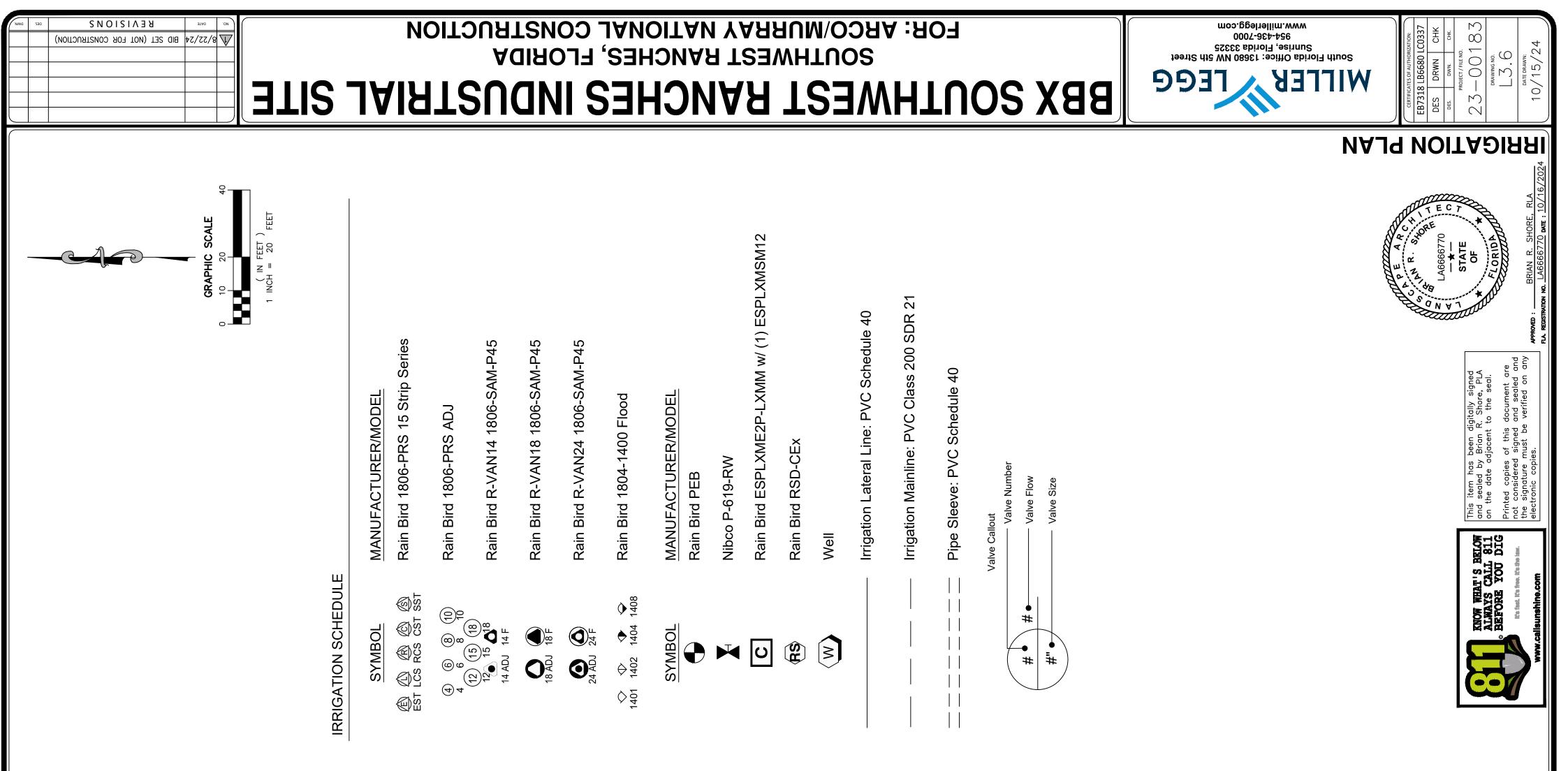
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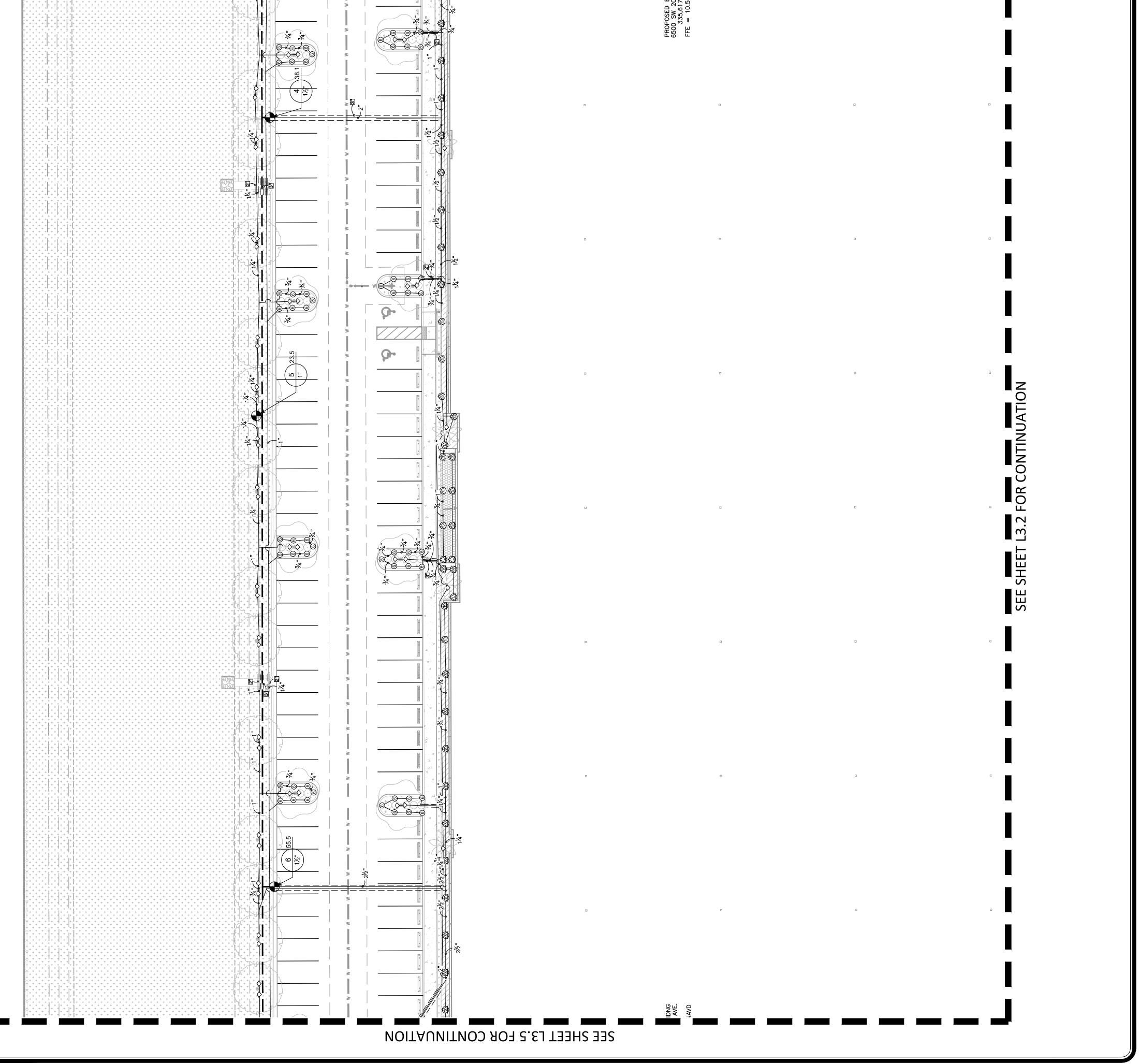




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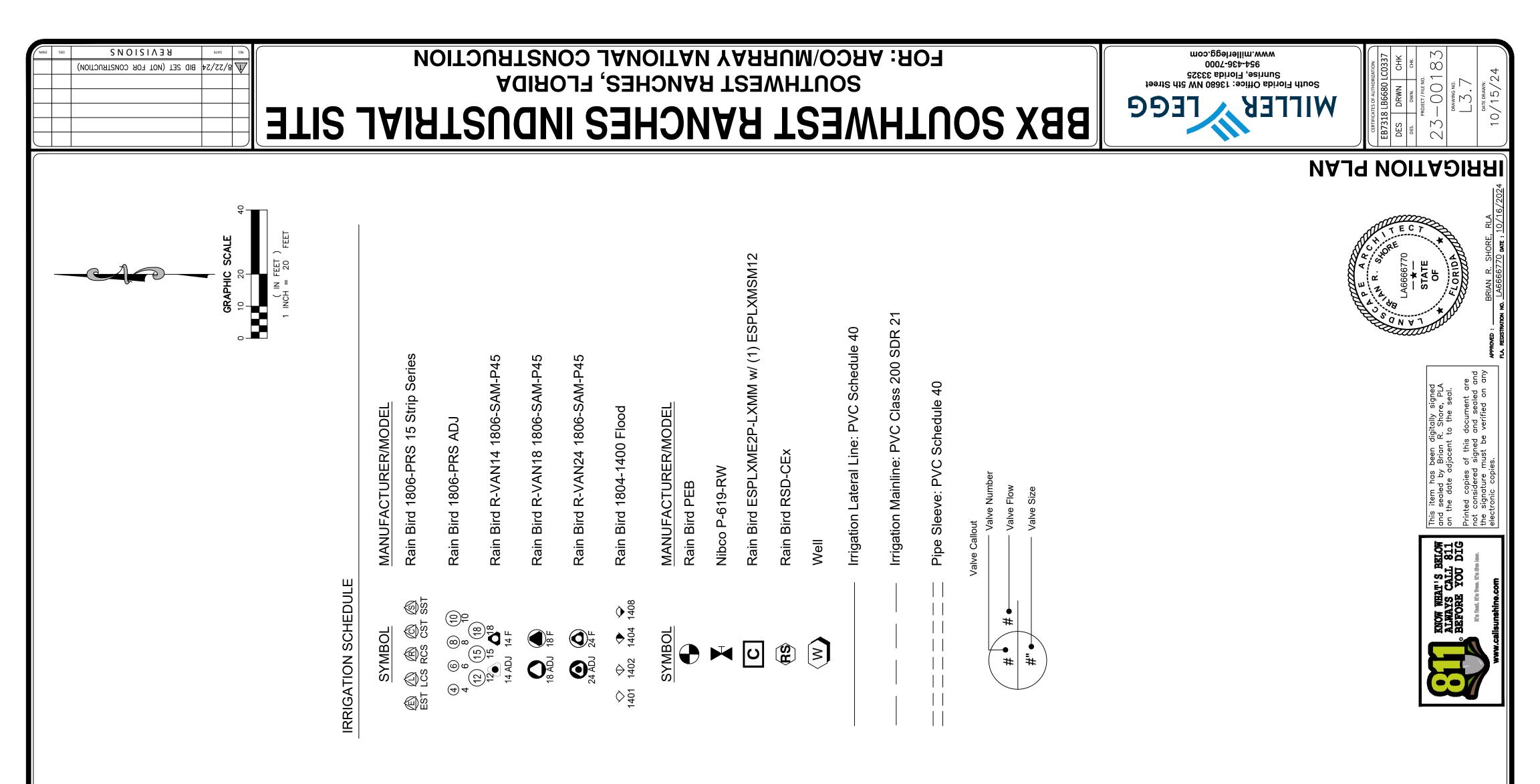


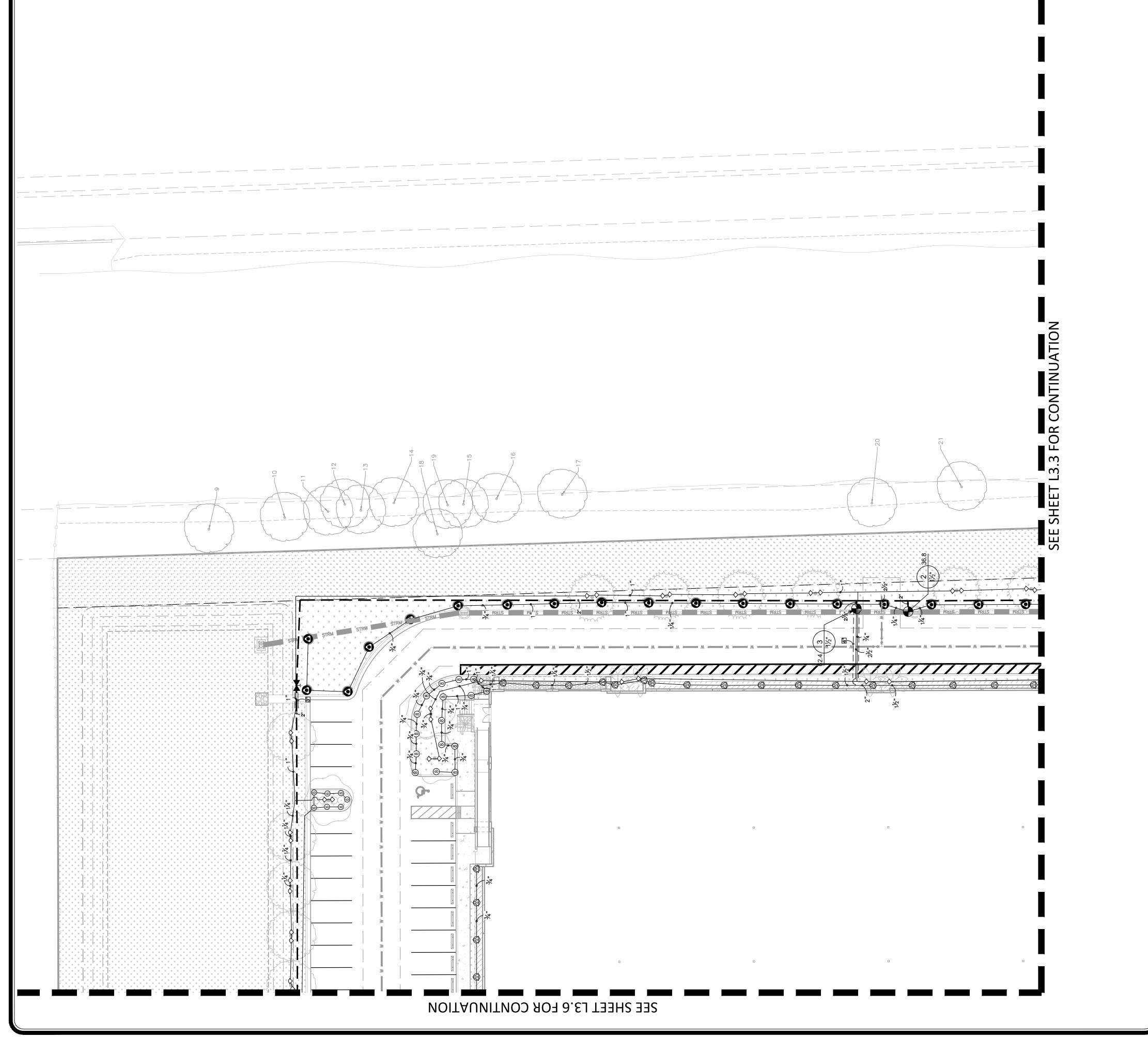
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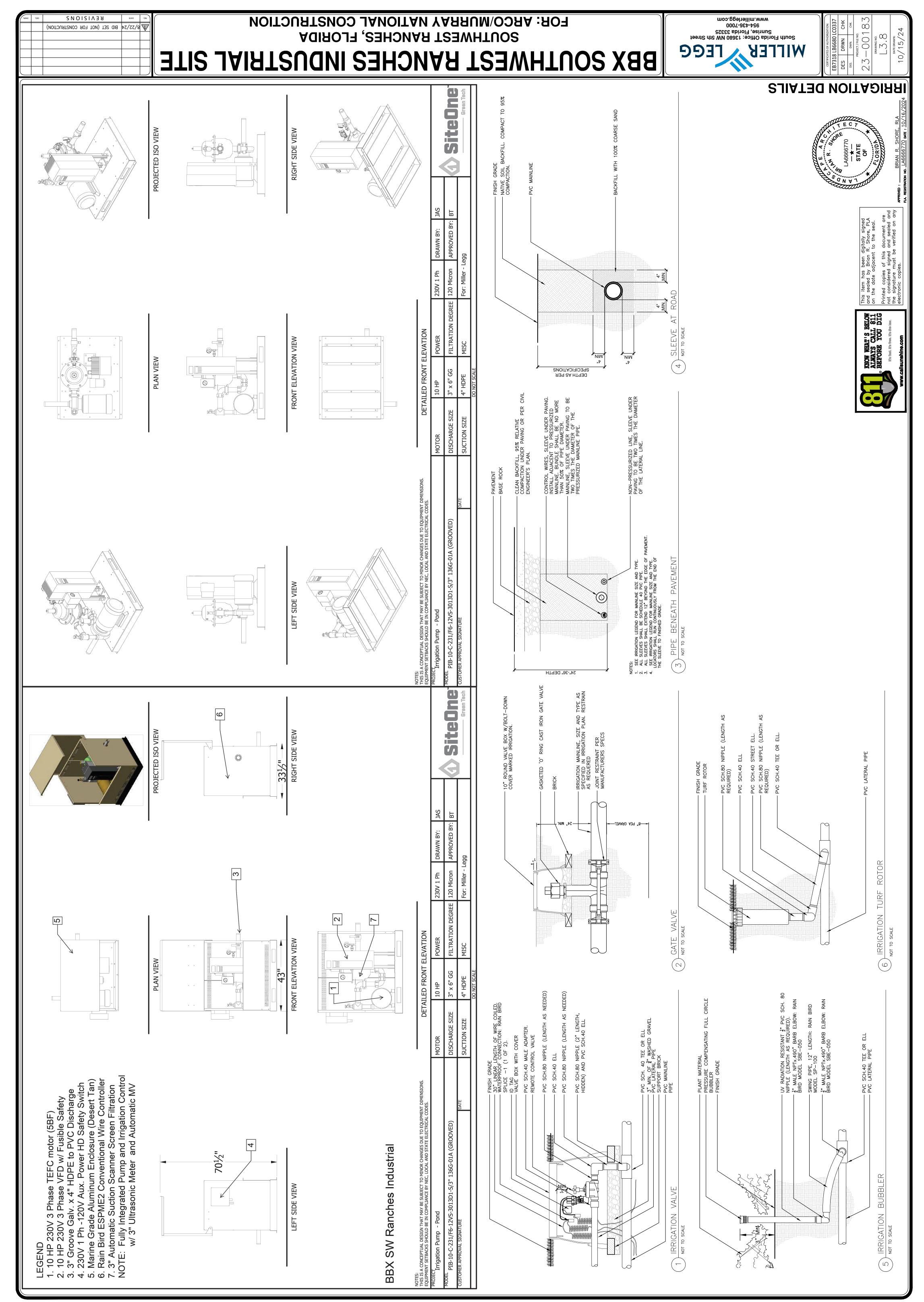


W: 25:65:11 4202/21/01 ADARA W SMC. STE/DRAWINGS/23-00183\_IRR.DWG by APEREDA 10/15/2024 11:39:35 AM





WA 22:02:11 4202/21/01 ADAPAG by APERED INDUSTRIAL SITE ARAWINGS/23-00183\_IRR.DWG by APEREDA 10/15/2024 11:39:35 AM



WA 25:62:11 4202/21/01 ADARAA W BRCJ2/2023/22-00183\_IRR.DWG by APEREDA 10/15/2024 11:39:30 M



CONTROLLER GROUNDING

CONTRACTOR TO UTILIZE 4"X8'X5/8" COPPER GROUNDING PLATES, 5/8"X10' COPPER CLAD GROUNDING RODS, 'ONE STRIKE' CAD WELLS AT ALL CONNECTION POINTS, #6 BARE COPPER WIRE, AND EARTH CONTACT MATERIAL. INSTALL THESE AND OTHER REQUIRED COMPONENTS AS OUTLINED IN THE DETAIL. CONTRACTOR TO VERIFY THAT THE EARTH TO GROUND RESISTANCE DOES NOT EXCEED 10 OHMS. CONTRACTOR SHALL PROVIDE A WRITTEN CERTIFICATION ON A LICENSED ELECTRICAL CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST, CONTROLLER LOCATION, AND TEST RESULTS. EACH CONTRACTORS LETTER HEAD SHOWING THE DATE OF THE TEST.

E LATERAL REPAIRED.

BEF

LAYOUT

MAKE AND LATERAL LINES. OBSTRUCTIONS AND L SITE SYSTEM MAINLINES INTO ACCOUNT ALL IRRIGATION TO TAKE LAY OUT IF REQUIRED 7 TRENCHES.

THE NECESSARY ADJUSTMENTS AS LIMITATIONS PRIOR TO EXCAVATING

0 1 0 MODIFICATIONS TO THE EDGE STAKE ALL SPRINKLER HEAD LOCATIONS. ADJUST LOCATION AND MAKE THE NECESSARY NOZZLE TYPES, ETC. REQUIRED TO INSURE 100% HEAD TO HEAD COVERAGE. REFER PAVEMENT DETAIL ON THE IRRIGATION DETAIL SHEET.

SPRAY HEADS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS AND 12" FROM UNCURBED ROADWAYS AND BUILDING FOUNDATIONS. ROTORS SHALL BE INSTALLED 4" FROM SIDEWALKS OR CURBED ROADWAYS, 12" FROM BUILDING FOUNDATIONS, AND 36" FROM UNCURBED ROADWAYS.

THE CONTRACTOR MUST SUBMIT MANUFACTURER'S CUT SHEETS/SPE( SYSTEM.

**SUBMITTALS** 

ET AT A OTHER BELOW UNLESS SHRUB HEADS SHALL BE INSTALLED ON 3/4" SCH 40 PVC RISERS. THE RISERS SHALL BE SET MINIMUM OF 18" OFF SIDEWALKS, ROADWAY CURBING, BUILDING FOUNDATIONS, AND/OR ANY (HARDSCAPED AREAS. SHRUB HEADS SHALL BE INSTALLED TO A STANDARD HEIGHT OF 4" E MAINTAINED HEIGHT OF PLANTS AND SHALL BE INSTALLED WITHIN PLANTED MASSES TO BE LESS V AND OFFER PROTECTION. PAINT ALL SHRUB RISERS WITH FLAT BLACK OR FOREST GREEN PAINT, UI IRRIGATION SYSTEM WILL BE INSTALLED FROM A REUSE WATER SYSTEM WITH PURPLE PVC RISERS.

LOCATE VALVES PRIOR TO EXCAVATION. INSURE THAT THEIR LOCATION PROVIDES FOR EASY ACCESS AND THAT THERE IS NO INTERFERENCE WITH PHYSICAL STRUCTURES, PLANTS, TREES, POLES, ETC. VALVE BOXES MUST BE PLACED A MINIMUM OF 12" AND A MAXIMUM OF 15" FROM THE EDGE OF PAVEMENT, CURBS, ETC., AND THE TOP OF THE BOX MUST BE 2" ABOVE FINISH GRADE. NO VALVE BOXES SHALL BE INSTALLED IN TURF AREAS WITHOUT APPROVAL BY THE IRRIGATION DESIGNER; ONLY IN SHRUB BEDS. NEVER INSTALL VALVE BOXES IN SPORT FIELD AREAS.

## <u>VALVES</u>

THE LAST AND THE P.O.C. OPERATES FIRST THE P.O.C. SHOULD BE THE 10 FROM VALVE SEQUENCE ALL VALVES SO THAT THE FARTHEST VALVE CLOSEST TO THE P.O.C. OPERATES LAST. THE CLOSEST VALVE IN THE PROGRAMMED SEQUENCE.

SECONDS AFTER DEACTIVATION ADJUST THE FLOW CONTROL ON EACH RCV TO ENSURE SHUT OFF IN 10 BY THE IRRIGATION CONTROLLER.

VALVE EACH ЧО LID THE NO WHITE Z NUMBER NUMBER STENCILS, PAINT THE VALVE 3" HIGH USING BOX.

# EQUIPMENT

TREES HEADS ОF POP-UP BASE THE ALL АT COMPENSATING. PLACED ВП SHALL 80 NIPPLES AND BUBBLERS SHALL BE INSTALLED USING SCH FOR LOW LEVEL WATERING.

FINAL ACCEPTANCE OF THE IRRIGAT CONDITIONS HAVE BEEN COMPLETE THESE CONDITIONS ARE SATISFIED.

FINAL ACCEPTANCE

IRRIGATION SYSTEN OF FINAL ACCEPTAN

GUARANTEE: THE FROM THE TIME (

ALL POP-UP HEADS AND SHRUB RISERS SHALL BE PRESSURE SHALL BE MOUNTED ON FLEX-TYPE SWING JOINTS.

STATE AS AND ۲ BE INSTALLED WITH LOCAL AN OR SPECIFIED SHALL AND IN ACCORDANCE ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED ( MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS, LAWS.

## TRENCHING

OR SLOPING BOTTOMS. TRENCH WIDTH VERTICAL AND HORIZONTAL SEPARATION THE DETAIL SHEET. EXCAVATE STRAIGHT AND VERTICAL TRENCHES WITH SMOOTH, FLAT AND DEPTH SHOULD BE SUFFICIENT TO ALLOW FOR THE PROPER BETWEEN PIPING AS SHOWN IN THE PIPE INSTALLATION DETAIL ON

JOB THE OR F MATERIAL UPON U S, AND SIZE OF T E REPLACED AND T BY THE OWNER PROTECT EXISTING LANDSCAPED AREAS. REMOVE AND REPLANT ANY DAMAGED PLANT I COMPLETION. THE REPLACEMENT MATERIAL SHALL BE THE SAME GENUS, SPECIES, MATERIAL IT IS REPLACING. THE FINAL DETERMINATION AS TO WHAT NEEDS TO BE ACCEPTABILITY OF THE REPLACEMENT MATERIAL SHALL BE SOLELY DETERMINED E OWNER'S REPRESENTATIVE.

**INSTALLATION** 

CUT ALL PIPE SQUARE AND DEBURR. CLEAN PIPE AND FITTINGS OF FOREIGN MATERIAL, THEN APPLY A SMALL AMOUNT OF PRIMER WHILE ENSURING THAT ANY EXCESS IS WIPED OFF IMMEDIATELY. PRIMER SHOULD NOT PUDDLE OR DRIP FROM PIPE OR FITTINGS. NEXT APPLY A THIN COAT OF PVC CEMENT. FIRST APPLY A THIN LAYER TO THE PIPE, THEN A THIN LAYER INSIDE THE FITTING, AND FINALLY ANOTHER VERY THIN LAYER ON THE PIPE. INSERT THE PIPE INTO THE FITTING. INSURE THAT THE PIPE IS INSERTED TO THE BOTTOM OF THE FITTING, THEN TURN THE PIPE A 1/4 TURN AND HOLD FOR 10 SECONDS. MAKE SURE THAT THE PIPE DOESN'T RECEDE FROM THE FITTING. IF THE PIPE ISN'T AT THE BOTTOM OF THE FITTING UPON COMPLETION, THE GLUE JOINT IS UNACCEPTABLE AND MUST BE DISCARDED.

OF 30 MINUTES PRIOR TO HANDLING AND PLACING INTO TRENCHES. A REQUIRED; REFER TO THE MANUFACTURER'S SPECIFICATIONS. THE PIPE HOURS PRIOR TO FILLING WITH WATER. MINIMUM MAY BE A OF 24 F PIPES MUST CURE A MII LONGER CURING TIME MA MUST CURE A MINIMUM C

# BACKFILLING

" ABOVE ALL PIPING SHALL BE CLEAN SAND. ALL OTHER TRCNCH BUT SHALL NOT CONTAIN ANYTHING LARGER THAN 2" IN DIAMETER. 6" BELOW AND 6" BE NATIVE MATERIAL I THE BACKFILL BACKFILL CAN E

AT MINIMUM 36" 24" MINIMUM, SHALL BE OF PIPE MAIN LINE PIPE DEPTH MEASURED TO THE TOP VEHICULAR CROSSINGS.

VEHICULAR AT 30" MINIMUM BE 18" MINIMUM, OF PIPE SHALL LATERAL LINE DEPTHS MEASURED TO TOP CROSSINGS. CONTRACTOR SHALL BACKFILL ALL PIPING, BOTH MAINLINE AND LATERALS, PRIOR TO PERFORMING ANY PRESSURE TESTS. THE PIPE SHALL BE BACKFILLED WITH THE EXCEPTION OF 2' ON EACH SIDE OF EVERY JOINT (BELL FITTINGS, 90'S, TEES, 45'S, ETC.). THESE JOINTS SHALL NOT BE BACKFILLED UNTIL ALL PIPING HAS SATISFACTORILY PASSED ITS APPROPRIATE PRESSURE TEST AS OUTLINED BELOW.

### **FLUSHING**

UNTIL NO WATER ЯO 10 MINUTES AVOIDING EXCESS Ч HEADS, FLUSH ALL LINES FOR A MINIMUM OF DEBRIS, WHICHEVER IS LONGER. ADJUST HEADS FOR PROPER COVERAGE AND PRIOR TO THE PLACEMENT OF LINES ARE COMPLETELY CLEAN USE SCREENS IN HEADS WALLS, WALKS AND PAVING.

### TESTING

REMOVE ALL REMOTE CONTROL VALVES AND CAP USING A THREADED CAP. FILL MAINLINE WITH WATER AND PRESSURIZE THE SYSTEM TO 100 PSI. MONITOR THE SYSTEM PRESSURE AT TWO GAUGE LOCATIONS; THE GAUGE LOCATIONS MUST BE AT OPPOSITE ENDS OF THE MAINLINE. WITH THE SAME RESPECTIVE PRESSURES, MONITOR THE GAUGES FOR TWO HOURS. THERE CAN BE NO LOSS IN PRESSURE AT EITHER GAUGE FOR SOLVENT-WELDED PIPE. GASKETED PIPING SHALL LOSE NO MORE WATER THAN ALLOWED PER THE FLORIDA STATE BUILDING CODE, VOLUME II PLUMBING, PART VI, APPENDIX 'F'. REFER TO THIS SECTION FOR THE FORMULA TO BE USED TO CALCULATE THE MAXIMUM ALLOWABLE WATER LOSS DURING THE TESTING TIME. IF THESE PARAMETERS ARE EXCEEDED, LOCATE THE PROBLEM; REPAIR IT; WAIT 24 HOURS AND RETRY THE TEST. THIS PROCEDURE MUST BE FOLLOWED UNTIL THE MAINLINE PASSES THE TEST.

FROM THE	LIME OF FINAL ACCEPTAN
IRRIGATION_SCHEDULE	
SYMBOL	MANUFACTURER/MODEL/DESC
Q Q Q Q Q EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Serie Shrub Spray 6in. Pop-Up Sprinkler Side and Bottom Inlet. 1/2in. NPT Pressure Regulating Device.
4 0 0 4 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0	Rain Bird 1806-PRS ADJ Shrub Spray 6in. Pop-Up Sprinkler Side and Bottom Inlet. 1/2in. NPT Pressure Regulating Device.
ک 14 ADJ 14 F	Rain Bird R-VAN14 1806-SAM-P4 Shrub Rotary, 8ft14ft. 45-270 deç Adjustable Multi-Stream Rotary w/ pop-up, with check valve and 45 p 1/2in. NPT Female Threaded Inlet
18 ADJ 18 F	Rain Bird R-VAN18 1806-SAM-P4 Shrub Rotary, 13ft18ft. 45-270 d Adjustable Multi-Stream Rotary w/ 6.0in. pop-up, with check valve an regulator. 1/2in. NPT Female Thre
24 ADJ 24 F	Rain Bird R-VAN24 1806-SAM-P4 Shrub Rotary, 17ft24ft. 45-270 d Adjustable Multi-Stream Rotary <i>w</i> / pop-up, with check valve and 45 p 1/2in. NPT Female Threaded Inlet
↔ ↔ ♦ ♦	Rain Bird 1804-1400 Flood Flood Bubbler 4.0in. popup
SYMBOL	MANUFACTURER/MODEL/DESC
Ð	Rain Bird PEB Plastic Industrial Valves. Low Flov Configuration.
M	Nibco P-619-RW 2in. to 12in. cast mainline pipe where located. Resi flow control with IPS push-on ends
O	Rain Bird ESPLXME2P-LXMM w/ 24 Station, Traditionally-Wired , P Controller. (1) ESPLXME2P 12-St Included) Indoor/Outdoor, Plastic ESPLXMSM12 - 12-Station Expar inside irrigation pump
(HS)	Rain Bird RSD-CEx Rain Sensing Device, conduit mou extension wire.
٩	Irrigation Pump
M	Well
	Irrigation Lateral Line: PVC Sched
	Irrigation Mainline: PVC Class 200
	Pipe Sleeve: PVC Schedule 40
> + + + + + + + + + +	Valve Callout ————————————————————————————————————

WA 25:92:11 13/212/2023/20-23/2023/20-00135 - BBX SW RANCHES INDUSTRIAL SITE/DRAWINGS/23-00182-18/2024 10/12/2024

#### Proclamation

#### Horse and Farm Preservation Act of the Town of Southwest Ranches

**WHEREAS,** the Town of Southwest Ranches was incorporated on June 6, 2000, with the stated purpose of Preserving its Rural Lifestyle; and

**WHEREAS,** the Town Council recognizes that agricultural lands constitute unique and irreplaceable resources of Townwide importance; and

WHEREAS, the Town Council recognizes that the conservation of agriculture preserves the landscape and environmental resources of the Town, contributes to the increase of tourism, furthers economic self-sufficiency of the Town, and results in a general benefit to the health and welfare of the people of the Town; and

WHEREAS, The Town Council further acknowledges that agricultural properties are particularly vulnerable to removal from agricultural use due to increasing urbanization of our South Florida area; and

**WHEREAS,** the Town Council of the Town of Southwest Ranches has adopted proactive policies to support conservation of agriculture in the Town, including:

- Creation of Staff Agricultural Liaison position to assist residents to navigate regulatory processes,
- Facilitating outreach for residents with the Broward County Property Appraiser, who is responsible for Agricultural exemption
- Creating a new residential lot configuration for properties to ensure space for agricultural buildings
- Establishment and support of the year-round, weekly Farmers Market
- Funding the Fiscal Year 2025 Composting pilot program kickoff, enabling 100 properties to create and explore the natural process of recycling organic matter; and

**WHEREAS,** the Town Council of the Town of Southwest Ranches wishes to take a more proactive role in the preservation and promotion of equestrian and agricultural properties to preserve the Town's rural character for present and future generations; and

**WHEREAS**, the preservation of rural lands requires a commitment from public and private landowners; and,

**WHEREAS**, growth in the form of subdivision and development should coexist in harmony with the rural character of the Town.

NOW, THEREFORE, BE IT PROCLAIMED, that the Town Council of the Town of Southwest Ranches establishes the Horse and Farm Preservation Act of the Town of Southwest Ranches, in support of the Town's remaining agricultural properties on this the 24<sup>th</sup> day of October, 2024.

Steve Breitkreuz, Mayor

#### PROCLAMATION Hindu Heritage Month and Festival of Diwali

**WHEREAS,** Sanatana Dharma, commonly known as Hinduism, is one of the most ancient religions of the world that originated in India; and

**WHEREAS,** Hinduism is the third largest religion in the world with more than one billion followers worldwide, representing 15% of the global population; and

**WHEREAS,** approximately four million Hindus call United States as their home, including several thousand in Broward County and its municipalities; and

**WHEREAS,** the Hindus celebrate numerous festivals throughout the year but many during the months of October or November, culminating in the celebration of Diwali; and

**WHEREAS,** the Hindus worldwide reverently observe the festival of Diwali, celebrating the victory of good over evil and bringing light in the form of knowledge, serenity, hope and universal well-being; and

**WHEREAS,** Diwali falls on Friday, November 1st this year, in accordance with the lunar calendar, and brings together families, friends, and communities here in the U.S. and around the globe, promoting goodwill, peace, prosperity and a shared sense of oneness; and

**WHEREAS,** the U.S. Congress has officially passed unanimous resolutions, recognizing the religious and historical significance of Diwali; and

**WHEREAS,** Diwali is one of the most celebrated festivals of great significance to the Hindus, Sikhs, Jains, and Buddhists; and

**WHEREAS**, for Sikhs, Diwali is celebrated as "Bandi Chhor Divas" or the day the sixth Sikh Guru, Guru Hargobind, helped release 52 kings held in captivity by the Mughal Emperor, in an unparalleled testimony of shared sense of oneness; and

**WHEREAS,** for Jains, Diwali marks the anniversary of the attainment of moksha, or liberation, by Mahavira, the last great teacher of the Jain dharma; and

**WHEREAS**, for Nevar Buddhists, Diwali is commemorated as the day the great Emperor Ashoka embraced Buddhism as his faith; and **WHEREAS,** consistent with the American values, Diwali signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

WHEREAS, the Town of Southwest Ranches has notably benefited from the Indian American and South Asian communities through the great family values they bring along with the commitment to tolerance, pluralism, inclusiveness, environmental consciousness and continued excellence in science, medicine, technology, music, dances, yoga and meditation.

**NOW, THEREFORE, BE IT RESOLVED,** that the Town of Southwest Ranches, Florida, does hereby recognize the significance of the Hindu Heritage Month and the festival of Diwali with its message of tolerance, compassion and the victory of good over evil which resonates with the American spirit; and

**BE IT FURTHER RESOLVED,** that the Town of Southwest Ranches, Florida, proudly expresses its deepest respect for Indian Americans and South Asian Americans throughout the world and here in the Town of Southwest Ranches community, and all those who celebrate the Hindu Heritage Month in October and Festival of Diwali on November 1st, 2024 and likewise encourages all the people of the Town of Southwest Ranches, Florida to join us in recognizing the contributions of all Hindus, Sikhs, Jains, and Buddhists active in all aspects of our vibrant economy and civic society.

Preserving Our Rural Lifestyle

Dated this 24<sup>th</sup> day of October 2024

**STEVE BREITKREUZ, MAYOR** 

#### PROCLAMATION Red Ribbon Week

**WHEREAS,** communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**WHEREAS,** there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

**WHEREAS,** governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**WHEREAS,** the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, A Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

**WHEREAS,** the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**WHEREAS,** October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment; and

Now, Therefore, the Town Council of the Town of Southwest Ranches, Florida, does hereby proclaim October 23-31, 2024 as **Red Ribbon Week** in the Town of Southwest Ranches.

Dated this 24<sup>th</sup> day of October 2024

#### STEVE BREITKREUZ, MAYOR

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Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 C. Muñiz, Town Administrator
- FROM: Keith Poliakoff, Town Attorney
- **DATE:** 10/24/2024
- **SUBJECT:** Meritless Code Compliance Complaints

#### **Recommendation**

Town Council Consideration to approve the Ordinance on second reading.

#### Unanimous Vote of the Town Council Required?

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

Every resident retains the unbridled ability to contact Code Compliance to report perceived Code violations. Residents sometimes attempt to abuse this right by using Code Compliance to harass their neighbors. Deterring harassing Code Compliance calls will help Code Officers to respond faster to actual violations.

Every time the Town's Code Compliance Department responds to a false code compliance call it hampers their ability to respond to actual violations and true emergencies. Limiting these harassing Code Compliance calls will help to take Code Compliance out of personal matters, yielding residents to stop utilizing Code Compliance as a weapon to resolve personal disputes.

In creating a penalty for meritless Code Compliance calls, the Town can better service the entire community, and the Town finds that the adoption of this Ordinance is in the best interest of the public health, safety, and welfare of its residents.

#### **Fiscal Impact/Analysis**

None.

#### Staff Contact:

Russell C. Muñiz, Town Administrator

#### ATTACHMENTS:

Description	Upload Date	Туре
Business Impact Statement	10/3/2024	Backup Material
Ordinance Second Reading Meritless Code Compliance - TA Approved	10/17/2024	Ordinance



## 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:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS"; PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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;
- $\Box$  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).

Statement of Public Purpose: To create an ordinance to deter the number of meritless calls to the Code Compliance Department by enacting a penalty system, thereby reducing the use of Code Compliance as a weapon.

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.

N/A

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

N/A

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

If the threshold for meritless Code Compliance calls is surpassed by an individual, the Town will impose a \$250.00 service charge as a penalty thereafter per calendar year.

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

N/A

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

N/A

#### ORDINANCE NO. 2025 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS"; PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, every resident retains the unbridled ability to contact Code Compliance

to report perceived Code violations; and

WHEREAS, residents sometimes attempt to abuse this right by using Code

Compliance to harass their neighbors; and

WHEREAS, deterring harassing Code Compliance calls will help Code Officers to

respond faster to actual violations; and

WHEREAS, every time the Town's Code Compliance Department responds to a

false code compliance call it hampers their ability to respond to actual violations and true

emergencies; and

WHEREAS, limiting these harassing Code Compliance calls will help to take Code

Compliance out of personal matters; and

**WHEREAS,** yielding residents to stop utilizing Code Compliance as a weapon to resolve personal disputes; and

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**WHEREAS,** in creating a penalty for meritless Code Compliance calls, the Town can better service the entire community; and

**WHEREAS**, the Town finds that the adoption of this Ordinance is in the best interest of the public health, safety, and welfare of its residents.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** That a Chapter entitled "Meritless Code Compliance Calls", of the Code of the Town of Southwest Ranches, Florida is hereby created to read as follows:

- Meritless Code Compliance Calls: It shall be a violation of the Town's Code to utilize the Town's Code Compliance Department as a weapon to harass a property owner in the Town. Any individual who lodges more than three meritless Code Compliance calls against the same property owner within twelve (12) months shall be required to pay a service charge.
- 2. For purposes of this Chapter, a "Meritless Code Compliance Call" shall be defined as a registered complaint aimed at a specific property or property owner(s) that is found by the Code Officer to have no validity. A registered complaint that is found to have merit by the Code Officer shall not be deemed to be a meritless Code Compliance call.

3. It is hereby found and determined that any meritless Code Compliance calls in excess of three within twelve (12) months, made by the same complainant or a complainant that resides within the same household, which relate to the same property or property owner(s), shall be deemed to be a public nuisance, and an excessive burden on the Town. Should meritless code complianent shall be charged a service charge as a penalty in the amount of \$250 for every subsequent meritless call occurring within the twelve (12) month period. The Town finds that meritless Code Compliance calls are a violation that is irreparable or irreversible in nature, and as such the Town's Special Magistrate may assess a fine greater than set forth herein, on its own volition, or if requested by the Town. Such violation shall be cited and enforced in accordance with the Town's Code Compliance Procedures.

**Section 3. Inclusion.** It is the intention of the Town Council that the provisions of this Ordinance become and be made a part of the Code of the Town of Southwest Ranches, and the sections of the Code may be renumbered to accomplish such intention.

**Section 4. Conflicts.** That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5. Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

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unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

**Section 6. Effective Date.** That this Ordinance shall take effect immediately upon adoption.

**PASSED ON FIRST READING** this <u>16<sup>th</sup></u> day of October, 2024 on a motion made by <u>Council Member Jablonski</u> and seconded by <u>Vice Mayor Kuczenski.</u>

PASSED AND ADOPTED ON SECOND READING this \_\_\_\_ day of October, 2024

on a motion made by	_and seconded by	
Breitkreuz	Ayes	
Kuczenski	Nays	
Allbritton	Absent	
Hartmann	Abstaining	
Jablonski		
	Steve Breitkruez, Mayor	

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney 1001.073.2024



Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 Muñiz, Town Administrator
- **FROM:** Jeff Katims, Town Planner
- **DATE:** 10/24/2024

SUBJECT: Bergeron - US 27 Land Use Map Amendment

#### **Recommendation**

Approval on first reading with conditions enumerated in the staff report to be satisfied prior to second reading.

Unanimous Vote of the Town Council Required?

Yes

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC request to change the future land use map designation of 58.7 gross acres from Agricultural to US Highway 27 Business.

Application No. RZ-24-23 accompanies this application. A combined staff report for the two applications is provided.

## Fiscal Impact/Analysis

N/A

<u>Staff Contact:</u> Jeff Katims, Town Planner

#### ATTACHMENTS:

Description Business Impact Statement Staff report Ordinance First Reading - TA Approved Petitioner's Justification Letter

#### Upload Date Type

10/18/2024Backup Material10/18/2024Executive Summary10/18/2024Ordinance10/18/2024Backup Material

### **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:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 59 ACRES FROM A-1 AGRICULTURAL ESTATE DISTRICT TO US HIGHWAY 27 PLANNED BUSINESS DISTRICT, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. RZ-24-23)

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;
- $\Box$  The proposed ordinance is an emergency ordinance;
- □ The proposed ordinance relates to procurement; or

The proposed ordinance is enacted to implement the following:

- Development orders and development permits, as defined in s. <u>163.3164</u>, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. <u>163.3220-163.3243</u>;
- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
- □ Sections <u>190.005</u> and <u>190.046</u>;
- $\Box$  Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- 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:

#### TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

- **DATE:** October 24, 2024
- **SUBJECT:** Land Use Plan Amendment Application No. PA-20-8 Rezoning Application No. RZ-24-23
- **LOCATION:** Generally located on the east side of US Highway 27 between the C-11 Canal to the north and Stirling Road to the south.

OWNER/Bergeron US 27, LLCPETITIONER:Bergeron SW Ranches US 27, LLC

- AGENT: Keiser Legal, PLLC; Heather Jo Allen, Esq., AICP
- **REQUESTS:** 1) Amend the Future Land Use Map designation of approximately 58.7 acres from Agricultural to US Highway 27 Business.
  - 2) Rezone approximately 58.7 acres from A-1, Agricultural Estate to US Highway 27 Planned Business District.
- **PUBLIC NOTICE:** Newspaper advertisement, sign posting and mail notices to Town property owners within 1,500 feet of the subject property

**EXHIBITS:** Exhibits to this staff report:

Location Map Existing Future Land Use Map Existing Zoning Map

Exhibit to the Rezoning Ordinance:

Master development plan, including architectural style standards

Backup materials to the rezoning application:

Property survey Petitioner's justification Mail notice radius map Mailing list

#### BACKGROUND AND PROCESS

The Town created the US Highway 27 Business land use category in January 2017 via Ordinance No. 2017-02. The category applies exclusively to land that abuts the US 27 corridor. The Town amended the category in February 2021 via Ordinance No. 2021-006. Ordinance No. 2021-007 adopted the companion zoning regulations.

An applicant seeking a land use plan amendment to US Highway 27 Business must file a concurrent application for rezoning to US Highway 27 Planned Business District, which requires an applicant to submit a conceptual master plan and architectural design guidelines.

A Broward County Land Use Plan amendment is also required before the Town can change the land use and zoning. Should the Council approve the applications, the Broward County land use plan amendment process will into mid-2025. The Town can expect to adopt the land use plan and rezoning ordinances on second reading at the conclusion of the Broward County amendment process.

#### **RELATED APPLICATIONS**

*Plat.* The amendment site must be platted prior to issuance of any building permit. The applicant submitted a plat for review.

Master development plan amendments. Since the Petitioner did not provide level of detail and specificity required prior to approval of a site development plan, one or more amendments to the master development plan will be required.

Site plans. Full site plans are required prior to construction, and subject to Council approval. The applicant will submit site plans for individual parcels as they are ready to be developed.

*Development agreement.* The applicant submitted an application for development agreement that seeks to guarantee the ability to develop the amendment site under the existing comprehensive plan policies and zoning regulation. The development agreement is under review.

#### **APPLICATION HIGHLIGHTS**

- Net site area: • Proposed retail/commercial: • Proposed light industrial: •
- Wetland mitigation:
- Layout:
- Access:

56.55 acres

116,000 square feet on 14.70 acres

- 600,00 square feet on 38.19 acres
- 3.66 acres

Commercial nodes at Stirling, Griffin roads (see master development exhibit)

US 27 (1 driveway) Griffin Road (4 driveways) Stirling Road (2 driveways) (see master circulation and access exhibit)

#### MASTER DEVELOPMENT PLAN

A land use plan amendment to US Highway 27 Business is required to be accompanied by an application for rezoning. The US 27 Zoning regulations require submittal of a master development plan. The Petitioner's master development plan includes the following components:

#### Master land use plan:

Provides for up to 116,000 square feet of retail/commercial use on 14.70 acres (2.0 acres at Stirling Road and 12.7 at Griffin Road (both side), and 600,00 square feet light industrial use on 38.19 acres. The maximum amount of light industrial use would be slightly less than twice the amount proposed for the BBX site. The maximum amount of retail/commercial would be commensurate with the developed floor area of Coquina Plaza within the Town south of the main east-west access road (i.e. excludes Lowes, OPH, self-storage, etc.).

The US 27 District is a planned development district, meaning that the applicant has the flexibility to propose certain development standards based upon locational contexts and the unique impacts of different land uses. As such, the master development plan proposes 25-foot setbacks from all streets (including the US 27 frontage road), 25-foot setbacks from rear property lines, and no internal side setback requirement. Building height would be as provided in the district regulations.

Master circulation and access plan:

Provides for one driveway onto US 27 via a frontage road that would run parallel to US 27 from Stirling road to Griffin Road and provide circulation between and access to individual development parcels or sites. A second access drive onto Stirling and Griffin is shown for the commercial parcels. The 9.23 acres of commercial located north of Griffin Road would obtain its access from driveways onto Griffin Road. The access points onto Stirling Road and Griffin Road will be further evaluated at the time of platting, noting that FDOT has restricted the frontage road driveway onto Stirling Road to right in, right-out.

#### Master utilities plan:

Provides for schematic drainage and extension of Pembroke Pines water and sanitary sewer lines north along US 27.

#### Master landscape plan:

Provides for the location and minimum depth of perimeter landscape buffers and thematic landscaping information for the perimeter buffers and property frontage treatment on US 27, Stirling and Griffin roads. Specifically, the plan provides for:

- 25-foot landscape area and swale along US 27 with typical plant materials
- 25-foot landscape area and swale along the east (rear) boundary of the development parcels with typical plant materials.
- Architectural style standards:

Provides for an adaptation of Florida Vernacular architecture to industrial buildings. This architecture has routinely been applied to retail and low-rise office development, but not industrial buildings. The standards include a combination of requirements and guidance

to best apply this architectural style to industrial buildings and to allow for creativity in specific building design.

#### IMPACTS TO PUBLIC FACILITIES

#### <u>Roads</u>

Projected 2045 traffic without the amendment is projected to be near capacity on Sheridan Street east of SW 172<sup>nd</sup> Avenue and on Griffin Road east of Dykes Road. The amendment would cause this portion of Sheridan Street to exceed capacity, while the levels of service on Griffin Road east of Bonaventure Boulevard will be near capacity. Levels of service (LOS) are provided below. The design capacity of the various roadways is represented by a LOS of D. A driver will experience a LOS D as relatively congested. A LOS of E or F represents traffic volumes that exceed design capacity. Broward County Planning Council will perform its own traffic impact analysis and may require mitigation measures where impacts are significant and where the amendment would cause the LOS to fail.

Road	2023	2045	2045 with LUPA Traffic
US 27	В	В	С
Sheridan St. E. 196 Ave.	D	D	E
Griffin Rd. W. 172 Ave.	С	С	С
Griffin Rd. E. 172 Ave.	D	D	D
Griffin Rd. 160 Ave. to I-75	D	D	D
Stirling Road W. of 192 Ave.	В	D	D

Generalized PM Peak Hour Levels of Service

#### Potable water and sanitary sewer

The applicant provided a letter from the City of Pembroke Pines indicating a capability and capacity to serve the property. The Town Council recently adopted an amendment to the comprehensive plan authorizing municipal water and sanitary sewer service from providers other than Sunrise. The applicant will need to obtain a service agreement from Pembroke Pines.

#### <u>Parks</u>

The amendment does not increase demand for parks.

#### <u>Schools</u>

The amendment does not increase demand for schools.

#### <u>Drainage</u>

The applicant has provided a drainage analysis as part of the application backup. The analysis provides for perimeter stormwater retention swales to collect and distribute stormwater to three proposed outfalls. The proposed onsite wetland mitigation area will also provide stormwater attenuation. During site planning for development, secondary stormwater conveyance systems will be designed and permitted for direct connection to the perimeter swale and berm system.

The onsite wetland mitigation area is currently 3.66 acres to be under conservation easement. Offsite mitigation is provided through purchase of 10 credits from the Hole in the Donut Mitigation Bank

#### <u>Solid waste</u>

The applicant has provided a letter from Waste Management confirming its ability to serve the amendment.

#### ANALYSIS

The following Comprehensive Plan policies and ULDC requirements provide specific direction for land use along US 27 under the US Highway 27 Business designation.

**FLUE POLICY 1.8-a:** The Town Council shall consider the extent to which each application submitted for land use plan amendment, rezoning and development furthers the intent and spirit of the policies hereunder in determining whether to approve the application.

**FLUE POLICY 1.8-b:** A petitioner for the US Highway 27 Business designation shall demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

Staff finding: the Applications cite the tax revenue that will be generated by development of the amendment site and the unsuitability of the amendment site for rural residential use. Both justifications are consistent with the reasons for the Town's establishment of the requested land use category.

**FLUE POLICY 1.8-c:** No US Highway 27 Business designation may border any parcel with a rural land use plan designation. This shall not apply to any rural residential parcel under unified control with a property designated US Highway 27 Business.

Staff finding: one of the parcels within the Applications border a parcel with a rural land use plan designation.

**FLUE POLICY 1.8-d:** There shall be no nonresidential, nonagricultural building, structure, parking, storage or use within two hundred (200) feet of an abutting local Town street other than Stirling Road, nor shall there be any such structure, parking, storage or use within two hundred (200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated US Highway 27 Business. Open space use, including buffers and drainage retention for a US Highway 27 Business use is not subject to this restriction

*Staff finding: this Policy shall govern the proposed locations of buildings proposed via amendment to the master development plan.* 

**FLUE POLICY 1.8-e:** Access to development shall be from US 27, Stirling Road, or Griffin Road only.

Staff finding: the master development plan provides for access only from US 27, Stirling Road and Griffin Road.

(i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an application to amend the Land Use Plan Map to US Highway 27 Business until a conceptual master access management plan ("access plan") shall have been accepted by the Florida Department of Transportation (FDOT) for the entire US 27 corridor within the Town.

Staff finding: the Petitioner obtained a pre-application approval from FDOT for its single driveway opening onto US Highway 27 utilizing a frontage road concept within the FDOT right-of-way. The approval will need to be renewed, as it expired in May, 2024.

(ii) It shall be the responsibility of an applicant for such map amendment to prepare the access plan and coordinate its acceptance by FDOT and Broward County Highway Construction and Engineering Department, and to coordinate the plan with owners of all other properties with frontage on US 27.

Staff finding: the Petitioner will be required to coordinate the access plan with Broward County HCED as it pertains to driveways accessing Griffin Road. The Petitioner is the only property owner on the east side of the US 27 corridor within the Town.

(iii) The access plan, as may be amended with the consent of FDOT, shall be binding upon all properties.

Staff finding: the master development plan, inclusive of access and circulation, is consistent with the FDOT conceptual access approval and will control access to all parcels within the amendment site.

(iv) The Town will not approve a plat application for property fronting US 27 until the applicant has submitted the plat to FDOT for review and obtained approval.

Staff finding: the Town will enforce this Policy prior to plat approval.

**FLUE POLICY 1.8-f:** Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, per the US Highway 27 Business Category permitted uses subsection of this Element.

Staff finding: the master development plan limits the F.A.R. to less than 0.32 based upon the developable area of the amendment site, excluding wetland mitigation and rights-of-way.

**FLUE POLICY 1.8.g:** Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

Staff finding: the master development plan reflects this requirement.

**FLUE POLICY 1.8-h:** Every development shall provide at least twenty-five percent (25%) pervious area.

Staff finding: the master development plan requires 25 percent pervious area.

**FLUE POLICY 1.8.i:** Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. Developers shall provide Florida Vernacular architecture of Caribbean or Cracker style, or combination thereof. This architecture generally promotes generous roof overhangs, colonnades, porches and balconies, and sloped standing seam metal roofs. The land development regulations shall provide further architectural guidance. The Town Council may approve variations that are consistent with the Town's rural character. However, stucco walls in combination with flat, unarticulated rooflines or Mediterranean-style tile roofs that are typical of commercial development in South Florida are prohibited as a means of complying with the architectural requirement.

Staff finding: the amendment site does not border any property with a rural land use plan designation. The master development plan does include perimeter landscape buffers. The master development plan includes architectural design standards consistent with the Florida Vernacular architecture of Caribbean style.

**FLUE POLICY 1.8-j:** Developments shall be designed and operated so as to minimize demand for public safety services both on and off-site. This may include using Crime Prevention Through Environmental Design principles, careful selection of businesses and land uses, avoiding late night operating hours, erecting barriers adjacent to rural residential uses, and providing on-site security.

#### Staff finding: this Policy shall be enforced during the site planning process.

**FLUE POLICY 1.8-k:** Developments shall adhere to the Town's dark-sky outdoor lighting regulations and policies, and are strongly encouraged to take additional measures that mitigate the development's ambient lighting impact on the Town. By way of example, a development could reduce the height of parking lot lighting fixtures by spacing the lower fixtures closer together, using advanced cut-off designs, and limiting the hours during which the lighting is on.

Staff finding: this Policy shall be enforced during the site planning process.

**FLUE POLICY 1.8-I:** Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the architecture and landscaping of the development, and that enhance the built environment.

#### Staff finding: the design standards in the master development plan address this requirement.

**FLUE POLICY 1.8-n:** Applications for land use plan amendment to establish a US Highway 27 Business designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

Staff finding: rezoning Application No. RZ-24-23 was filed for concurrent consideration with land use plan amendment Application No. PA-20-8.

**FLUE POLICY 1.8-p:** All land designated US Highway 27 Business shall be connected to, or be the subject of a binding agreement providing for the connection to, a municipal water and sewer system prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

#### Additional requirements under the US Highway 27 Business permitted uses section:

The Town shall carefully consider potential environmental, traffic and quality of life impacts before changing the land use plan map designation of any parcel to US Highway 27 Business.

Staff finding: the list of permitted uses in the US 27 Zoning District was developed with environmental considerations, including noise, at the forefront. Specific proposed uses will be further evaluated for environmental impact in accordance with the US 27 Zoning District regulations. The amendment can be expected to cause Sheridan Street to have a failing level of service east of SW 196<sup>th</sup> Avenue by 2045. This portion of Sheridan Street is forecast to approach maximum capacity by 2045 without the amendment. Staff required the Petitioner to analyze the traffic impact to Griffin Road with the assumption that it would be favored for east-west travel over Sheridan Street. The analysis concludes that the amendment will degrade the level of service on most segments of Griffin Road but will not cause any of them to have failing level of service, noting that Griffin Road between Dykes Road and I-75 would closely approach capacity.

- An application for land use plan amendment to designate a property as US Highway 27 Business must affirmatively demonstrate that the amendment is consistent with all of the performance standards established herein. Every such application for plan amendment shall be submitted concurrently with a rezoning application to an implementing zoning district.
  - 1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27.

Staff finding: the permitted uses in the US 27 Zoning District were selected based upon their potential compatibility with residential land uses east of the amendment site. Those uses that may require individual review to ensure their compatibility are designated special exception uses or subject to additional regulations to control potentially incompatible characteristics. 2. Municipal sanitary sewer and potable facilities must be in place, or the provision of municipal sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

3. Development shall not involve use of any chemicals, substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. The land development regulations may permit fuel storage tanks for emergency generators and for the purpose of servicing vehicles or equipment used in the regular course of business, provided that any such tanks may be required to exceed the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances, as may be amended from time to time.

Staff finding: the US 27 Zoning District regulations implement this Policy.

4. Any use – the nature of which may be considered dangerous, or which may potentially compromise the comfort, peace, enjoyment, health or safety of the community or any property with a Rural Ranches, Rural Estate or Agricultural land use plan map designation - shall be prohibited.

Staff finding: the US 27 Zoning District regulations implement this requirement.

5. All development shall provide for north-south cross-access to abutting parcels in accordance with the conceptual master access management plan for the US-27 corridor (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a frontage drive and/or site design that anticipates driveway connections or drive aisle connections with abutting properties, and which provides cross-access easements for such connections.

Staff finding: the master development plan complies with this requirement.

Rezoning criteria

ULDC Section 051-050(B) requires that all land included in an application for rezoning to US 27 District shall be owned by or be under the complete control of the applicant, whether the applicant be an individual, partnership, corporation, other entity, group, or agency.

Staff finding: the land included in Application No. RZ-24-23 is owned by the Bergeron family of companies.

ULDC Section 130-030 requires that the Town Council evaluate the following criteria in determining whether to grant a rezoning. These include consideration of materials provided by the petitioner, the public and the staff report, as well as the following criteria enumerated in the ULDC. Staff findings are shown in *italics*, below.

- (A) That the request does NOT meet any of the following criteria whereby the request would be considered contract, or spot zoning:
  - (1) The proposed rezoning would give privileges not generally extended to similarly situated property in the area.

Staff finding: the rezoning affords land uses and development intensities that are available to other properties with frontage on US Highway 27, in accordance with the Comprehensive Plan.

(2) The proposal is not in the public's best interest and it only benefits the property owner.

*Staff finding: the Town established the US 27 Zoning District because of the tax revenue benefits to its residents.* 

(3) The proposed zoning request violates the Town's Comprehensive Plan.

Staff finding: the zoning request is consistent with the Comprehensive Plan.

(4) The proposed change will result in an isolated district unrelated to adjacent or nearby districts.

Staff finding: the Comprehensive Plan and ULDC specifically provide for the requested zoning at the proposed location due to its unique siting characteristics. Therefore, the proposed change will not result in an isolated district unrelated to adjacent or nearby districts.

If the Town Council finds that the rezoning request does not constitute spot zoning, then the Council must next evaluate the request in conjunction with the four criteria contained immediately below. In evaluating the four criteria contained in (B) below, the Council shall consider the three criteria contained in (C) below.

- (B) A zoning modification may be approved if the applicant can demonstrate by competent substantial evidence that the request is consistent with one of the following four criteria:
  - (1) That there exists an error or ambiguity that must be corrected.

Staff finding: the request is not the result of an error or ambiguity.

(2) That there exists changed or changing conditions that make approval of the request appropriate.

*Staff finding: the requested zoning designation was established with specific applicability to lands fronting the US Highway 27 corridor.* 

(3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.

Staff finding: while the Property can be used for agricultural purposes in accordance with the existing zoning, the Town has planned for more intensive uses that are most suitable for its limited-access highway frontage with the strategic purpose of diversifying the Town's tax base.

(4) That the request would advance a public purpose, including but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.

Staff finding: the request will advance the Town's objective of diversifying its tax base.

Staff finds that the application satisfies three of the above criteria, and warrants further consideration under "(C)", below.

- (C) When determining if one of the four (4) criteria delineated in (B), above, has been satisfied, the following considerations shall be made:
  - (1) That the request is compatible with surrounding zoning districts and land uses.

Staff finding: the US 27 zoning and land use categories were designed to allow only those uses the Town deemed compatible with surrounding zoning districts and land uses, and provides procedures and development standards to further their compatibility.

(2) That the request is consistent with, or furthers the goals, objectives, policies, and the intent of the Town's Comprehensive Plan and the Town's Future Land Use Map.

Staff finding: the request is consistent with, and furthers, Objective 1.8 and the policies thereunder, and is generally consistent with the overall goals, objectives, policies, and intent of the Comprehensive Plan as articulated throughout the Future Land Use Element.

(3) That the anticipated impact of the application would not create an adverse impact upon public facilities such as schools and streets.

Staff finding: the proposed rezoning will not increase demand for schools or parks, can be served by City of Pembroke Pines potable water and sanitary sewer systems, and is within the capability of the Town's police and fire departments to provide service. Solid waste collection and disposal capacity is available to serve the development that would be authorized by the rezoning, and the developer will be responsible for providing adequate on and/or offsite stormwater drainage. The rezoning will increase traffic on Griffin Road, with the segment between 172<sup>nd</sup> Avenue and I-75 forecast to closely approach maximum capacity but is not forecast to cause a failing level of service. The rezoning is forecast to cause failing level of service for most of Sheridan Street at the Town's boundary. The Broward County Planning Council will perform its own traffic impact analysis and may require mitigation for those impacts it considers significant and those that it forecasts to cause a failing level of service.

#### **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve Application Nos. PA-20-8 and RZ-24-23 on first reading, subject to Petitioner's compliance with the following conditions prior to second reading:

- 1. Continue to work with staff to refine the architectural design guidelines.
- 2. Continue to work with staff to refine the landscape elements of the conceptual plan.
- 3. Obtain an agreement with the City of Pembroke Pines to provide potable water and sanitary sewer service to the amendment site.
- 4. Obtain a new FDOT pre-application approval with proposed development intensity per the Applications. The existing approval expired in May 2024 and reflects a slightly lower development intensity.

## **Location Map**



### **Existing Future Land Use Map**





### **Existing Zoning Map**



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#### ORDINANCE NO. 2025 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND **MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR** TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL STATE AND LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8)

**WHEREAS**, Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC ("Petitioner") is the owner of 58.7 gross acres along the east side of US Highway 27 within the Town, as more particularly described in Exhibit "A" of this Ordinance ("Property"); and

**WHEREAS,** Petitioner has filed Application No. PA-20-8 to amend the land use plan map designation of the Property from Agricultural to US Highway 27 Business; and

**WHEREAS,** the Property is situated within the geographical area designated in Future Land Use Policy 1.8-a of the Town of Southwest Ranches Comprehensive Plan ("Comprehensive Plan") for the US Highway 27 Business land use plan category; and

**WHEREAS,** said Policy 1.8-a. requires that the Town of Southwest Ranches Town Council ("Town Council") consider the extent to which each application submitted for land use plan amendment furthers the intent and spirit of the policies under Future Land Use Objective 1.8 in determining whether to approve the application; and

**WHEREAS,** the Comprehensive Plan further requires that a land use plan amendment application for US Highway 27 Business affirmatively demonstrate that it is consistent with all of the performance standards established within Part 2. "Permitted Uses In Future Land Use Categories" of the Future Land Use Element; and

**WHEREAS,** every such application for plan amendment must be submitted concurrently with a rezoning application to the implementing zoning district; and

**WHEREAS,** Petitioner submitted a concurrent application for rezoning to the US Highway 27 Planned Business District, which implements the requested land use plan designation; and

**WHEREAS,** the Town of Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed amendment at its October 17, 2024 meeting and recommended approval; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 24, 2024 and recommended that the Town Council adopt the proposed amendment; and

**WHEREAS,** the Town Council finds that the amendment is internally consistent with the goals, objectives, policies, and performance standards of the adopted Comprehensive Plan.

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

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

**Section 2:** Map Amendment. The Agricultural land use plan map designation of the Property, legally described in Exhibit "A" attached hereto, and made a part hereof, is hereby amended to US Highway 27 Business.

<u>Section 3:</u> Broward County Planning Council Transmittal. That the Town hereby transmits the corresponding application for amendment to the Broward County Land Use Plan to the Broward County Planning Council with a recommendation of approva.

**Section 4: F.S. Chapter 163 Transmittal.** That the Town hereby requests that the Broward County Planning Council transmit the amendment to the State Land Planning Agency under the expedited state review procedure, concurrent with the corresponding County map amendment, and directs the Town Planner to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

**Section 5: Recertification.** That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Map subsequent to the effective date of this Ordinance.

**Section 6: Effective Date.** This Ordinance shall take effect 31 days after the State Land Planning Agency notifies the Town that the adopted plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING th	nis day of, 2024 on a motion
made by ar	nd seconded by
PASSED AND ADOPTED ON SE	<b>COND READING</b> this <u>day of</u> , 2025, on
a motion made by	and seconded by
Breitkreuz Kuczenski Allbritton Hartmann Jablonski	Ayes Nays Absent Abstaining
Attest:	Steve Breitkreuz, Mayor
Debra Ruesga, CMC, Town Clerk	
Approved as to Form and Correctness:	
Keith M. Poliakoff, J.D., Town Attorney	

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#### EXHIBIT "A"

#### **LEGAL DESCRIPTION**

PARCEL 1

A PORTION OF TRACTS 51, 52, 61, AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET; THENCE NORTH 01'19'41" WEST, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89'57'39" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 90.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'20'39" EAST, 322.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 24'26'02" WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CENTRAL ANGLE OF 24'12'1", AN ARC DISTANCE OF 781.52 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE 97.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 4514'08" WEST, 69.95 FEET; 2) NORTH 00'50'31" WEST 150.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 3) NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 14'42.00 FEET AND A CENTRAL ANGLE OF 11'36'38", AN ARC DISTANCE OF 292.21 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, A

TOGETHER WITH:

PARCEL 2

A PORTION OF TRACTS 61 AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,754.27 FEET; THENCE NORTH 00"12'20" WEST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'46'19" WEST ALONG THE SOUTH LINE OF SAID TRACTS 61 AND 62 FOR 565.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516, BEING THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 88'28'43" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 02'21'48", FOR AN ARC DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; 2) NORTH 00'50'31" WEST 150.00 FEET; 3) NORTH 44'45'52" EAST 71.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD; THENCE NORTH 88'46'15" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 94.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 12'22'13", FOR AN ARC DISTANCE OF 425.30 FEET TO A POINT ON SAID WEST BOUNDARY LINE OF SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE 305.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

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#### PARCEL 3

A PORTION OF TRACTS 6, 7, 8, 25 AND 26, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 E, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89'46'19" WEST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,754.27 FEET; THENCE SOUTH 00'12'20" EAST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00'12'20" EAST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89'46'19" WEST ALONG THE NORTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE", AS RECORDED IN PLAT BOOK 110, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 350.00 FEET TO THE NORTHWEST CORNER OF SECTION "B" OF SAID PLAT; THENCE SOUTH 89'23'54" WEST 27.00 FEET TO A POINT ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH UNE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 00'50'31" WEST 610.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 2) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11'47'41", FOR AN ARC DISTANCE OF A CIRCULAR CURVE TO THE LEFT; 4) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 08'38'10", FOR AN ARC DISTANCE OF 217.35 FEET; THENCE NORTH 89'46'19" EAST ALONG THE NORTH LINE OF SAID TRACTS 6, 7 AND 8, FOR 566.16

#### PARCEL 4

A PORTION OF TRACTS 39, 40, 57, AND 58, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SAID SECTION 34; THENCE SOUTH 89'49'12" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 2106.07 FEET TO A POINT ON THE WEST LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00"11'26" WEST ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'49'12" WEST, ALONG THE SOUTH LINE OF TRACTS 57 AND 58, 284.27 FEET; THENCE NORTH 00"50'31" WEST 1300.56 FEET; THENCE NORTH 89'47'45" EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 00"11'26" EAST ALONG SAID WEST LINE 1300.59 FEET TO THE POINT OF BEGINNING.

#### PARCEL 5

PORTION OF TRACTS 72 AND 89, AND TRACTS 71 AND 90 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89'49'10" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 1977.86 FEET; THENCE SOUTH 00'11'00" EAST 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 71 AND THE POINT OF BEGINNING; THENCE SOUTH 00'11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89'50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89'50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 89 AND 90, 397.30 FEET TO A POINT ON A LINE 278.00 FEET EAST OF AND PARALLEL WITH THE BASELINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE NORTH 00'50'31" WEST ALONG SAID PARALLEL LINE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH 89'49'12" EAST ALONG THE NORTH LINE OF SAID TRACTS 71 AND 72, FOR 412.25 FEET TO THE POINT OF BEGINNING.

#### PARCEL 6

PORTION OF TRACTS 104 AND 121, AND TRACTS 103 AND 122, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89'51'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 FOR 1980.10 FEET; THENCE NORTH 00'11'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122 AND THE POINT OF BEGINNING; THENCE SOUTH 89'51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 02'25'14" WEST 45.04 FEET; 2) NORTH 45'29'17" WEST 70.27 FEET; 3) NORTH 00'50'31" WEST 1206.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89'50'51" EAST ALONG THE NORTH LINE OF SAID TRACTS 103 AND 104 FOR 397.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT 103; THENCE SOUTH 00'11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 103 AND 122 FOR 1300.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 2,430,932 SQUARE FEET (55.8065 ACRES), MORE OR LESS.

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#### US 27 Business Center Land Use Plan Amendment Statement of Use and Justification Revised: September 21, 2023

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC (collectively referred to hereinafter as the "Applicant") are the owners of the +/- 58.7 gross acre property generally located along the east side of United States Highway 27 ("US 27") between Stirling Road to the south and the South New River (C-11) Canal to the north ("Property") in the Town of Southwest Ranches ("Town") within Broward County ("County"), Florida. The Property consists of twelve (12) parcels identified by the following folio numbers pursuant to the County Property Appraiser's website: 5039-27-02-0160; 5039-27-02-0210; 5039-27-02-0220; 5039-34-01-0020; 5039-34-01-0100; 5039-34-01-0170; 5039-34-01-0280; 5039-34-01-0340; 5039-34-01-0431; 5039-34-01-0430; 5039-34-01-0420; and 5039-34-01-0570. The Property is technically designated Agricultural on both the Town's and County's Future Land Use ("FLU") Maps and is within the A-1 Agricultural Estate ("A-1") zoning district, though it is located within a specific corridor the Town Council has more recently identified as US Highway 27 Planned Business District through adoption of associated comprehensive plan and zoning measures discussed below. The Property is a portion of the Everglades Land Company Subdivision as recorded in Plat Book 2, Page 1 of the Public Records of Miami-Dade County. The Property is currently vacant and underutilized as agricultural cattle grazing. Adjacent land uses are summarized in the table below.

Adjacent Land Uses						
North	South New River (C-11) Canal					
	Seminole Travel Center/Truck Stop (North of the Canal)					
	<ul> <li>FLU: Commercial (City of Weston); Commerce (County)</li> </ul>					
	<ul> <li>Zoning: C-1, Commercial (City of Weston)</li> </ul>					
	South Florida Water Management District (North of the Canal)					
	<ul> <li>FLU: Agricultural (City of Weston); Agriculture (County)</li> </ul>					
	<ul> <li>Zoning: AE, Agricultural Estates (City of Weston)</li> </ul>					
South	Stirling Road					
	Broward County Landfill (South of Stirling Road)					
	<ul> <li>FLU: Community (County)</li> </ul>					
	<ul> <li>Zoning: A-6, Agricultural-Disposal (County)</li> </ul>					
East	Menorah Gardens & Funeral Chapel					
	<ul> <li>FLU: Community Facilities (Town); Community (County)</li> </ul>					
	<ul> <li>Zoning: CF, Community Facility District (Town)</li> </ul>					
West	• US 27 Highway					
	South Florida Water Management District					
	• FLU: Conservation (Town); Agriculture (County)					
	<ul> <li>Zoning: A-1, Agricultural Estate District (Town)</li> </ul>					

#### US Highway 27 Business Land Use and Zoning Categories

On January 26, 2017, the Town Council adopted Ordinance No. 2017-02, which amended the text of the Future Land Use Element of the Town Comprehensive Plan ("Plan") to establish a new land use designation entitled "US Highway 27 Business." In adopting Ordinance No. 2017-02, the Town Council agreed with the Town Comprehensive Plan Advisory Board ("CPAB") that the US 27 corridor is "unsuitable or marginal for rural residential use" and is more suitable for light industrial and business development that would diversify the Town's tax base. As such, the Town Council adopted Future Land Use Objectives and Policies that would "form the framework for evaluating land use plan amendment petitions seeking the US Highway 27 designation" as well as "evaluating companion petitions for rezoning and site plan" while also protecting the Town's rural character and lifestyle. The US Highway 27 Business category provisions of the Plan were amended by the Town Council on February 11, 2021, pursuant to Ordinance No. 2021-006, along with regulations added to the Town Unified Land Development Code ("ULDC) to create the necessary associated zoning classification entitled "US Highway 27 Planned Business District" and district regulations to implement the US Highway 27 Business Future Land Use category. The Town's Plan was subsequently recertified by the Broward County Planning Council on June 24, 2021.

#### US 27 Business Center

Because the Property is located entirely within the US Highway 27 Planned Business District, the Applicant is submitting companion applications to effectuate the Town's land use policy for its commercial / industrial development. Specifically, the Applicant proposes a planned development, the US 27 Business Center, consisting of approximately 116,000 square feet of commercial uses and 600,000 square feet of industrial uses ("Project"). The companion

applications include: (1) a land use plan amendment ("LUPA") to accomplish the Town's desired conversion from the Agricultural land use designation to the US Highway 27 Business designation intended for the Property with a text amendment to delete from the US Highway 27 Business Future Land Use Element ("FLUE") Policy and Performance Standards unsustainable language that would require water and sewer connection for the proposed project to be exclusively to the distant City of Sunrise water and sewer systems instead of immediately adjacent systems with sufficient capacity and to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (2) an aligning rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (3) an associated application to plat the Property; and (4) a development agreement to provide assurances that the development of the Property will be permitted in accordance with the regulations for the US Highway 27 Business land use designation and the US Highway 27 Planned Business District zoning as well as the US 27 Business Center Design Guidelines, the Property's Master Development Plan, and any amendments thereafter regarding same.

This Statement of Use and Justification demonstrates that the LUPA to accomplish the Town's desired conversion from the Agricultural land use designation to the US Highway 27 Business designation intended for the Property with a text amendment to delete unsustainable language from the US Highway 27 Business FLUE Policy and Performance Standards that would require water and sewer connection for the proposed project to be exclusively to the distant City of Sunrise water and sewer systems instead of immediately adjacent systems with sufficient capacity and to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure, complies with all applicable provisions of the Plan and the ULDC.

#### Land Use Plan Amendment

As noted above, the Applicant is respectfully requesting a LUPA to accomplish the Town's contemplated conversion from the Agricultural designation to the US Highway 27 Business designation created by the Town for this area with a minor, but vital text, amendment to enable the viability of the Town's Plan because the current wording of the Policy and Performance Standards requiring that the Applicant secure water and sewer service exclusively from the City of Sunrise is not economically (or legally) viable. Applicant respectfully submits that the proposed LUPA with the corresponding text amendment would render the future land use objective and policies for the US 27 Business designation adopted by the Town achievable. Specifically, prior to adopting the amendments to the Town Plan that created the US Highway 27 Business land use category, the Town specifically tasked its CPAB to identify potential locations for commercial and industrial development. Based on CPAB's recommendations, the Town made findings that the US 27 corridor is most suitable for business uses that would diversify the Town's tax base while

protecting the rural character and lifestyle that Town residents enjoy. The Town took special consideration of the existing surrounding uses in drafting and approving its US Highway 27 Business land use category. The companion applications described above seek to apply the framework provided by the Town within the Plan to implement the US Highway 27 Business land use category upon the Property in a reasonable manner. The proposed LUPA is aligned with the Town's vision and provides the Town with a development opportunity that will transform vacant property into a substantial revenue producing development and employment center while remaining consistent with the Town's goals; and this request is the result of the growing need for commercial and industrial uses in southwest Broward County, which is uniquely situated to service the tri-county area and beyond.

#### Text Amendment

The only barrier to achieving the Town's vision for the US Highway 27 Business land use category is the impracticable limitation that water and sewer service be provided exclusively by the City of Sunrise, which would require connections spanning four (4) miles from the Property. The Applicant respectfully submits that the following simple corresponding amendments would enable the viability of the Town's vision and fulfill all of its applicable objectives by allowing connection to any municipal provider:

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or shall enter into a binding agreement providing for the connection to, <u>municipal</u> the City of Sunrise water and sewer systems prior to issuance of any permit for the construction of any building <u>with occupiable space as defined by the Florida Building Code</u> or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Performance Standards A.2. <u>Municipal City of Sunrise</u> sanitary sewer and potable facilities must be in place, or the provision of <u>municipal City of Sunrise</u> sanitary sewer and potable facilities must be the subject of a binding agreement with <u>a municipality the City of Sunrise</u> to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building <u>with occupiable space as defined by the Florida Building Code or roofed structure</u>. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

The rationale for this requested deletion of the City of Sunrise limitation is multi-faceted. Any one of the following three reasons would justify approval of the requested text amendment. First, designating the City of Sunrise as the exclusive provider is akin to a monopolistic business regulation that has no place in a comprehensive land use plan. In this context, it is noteworthy that the language of FLUE Policy 1.8 and Performance Standard A.2 are inconsistent with the Town's Plan as a whole which properly avoids this type of business regulation and allows citizens to obtain services from any available municipal source. For example, Town Plan Utilities Element Policy

1.2-I states that: "The Town shall coordinate with the City of Sunrise and Cooper City Utilities *and other adjacent municipalities* to ensure potable water facilities are provided to meet the Town's short-term and long-term future needs." Also, Town Plan FLUE Policy 1.7-f states that: *all land with a Commercial designation shall be connected to <u>municipal</u> water and sewer and the development review requirements within the Future Land Use Implementation section of the Town Plan refers to public potable water and sanitary sewer public facilities. Furthermore, the requirement to connect to the facilities of the City of Sunrise for this Property conflicts with the Town Plan FLUE Policy 1.17-b, which states that: <i>It shall be the general policy of the Town not to finance or otherwise cause the extension of public potable water systems within its boundaries except as necessary to serve its governmental facilities.* Finally, it should also be noted that the proposed text amendments would also be more consistent with ULDC Section 051-040(L) of the US Highway 27 Planned Business District regulations, which states (including the requested clarification of the type of structure requiring connection):

*Water and sewer*. No permit for the construction of any building <u>with occupiable</u> <u>space as defined by the Florida Building Code</u> or roofed structure may be issued until the development is connected to, or the subject of a binding agreement for, connection to *municipal* water and sewer systems. No certificate of occupancy, temporary or otherwise, may be issued until the property is served by municipal water and sewer.

Second, the requirement is impracticable. The closest connection to water and sewer facilities is located directly adjacent to the southern portion of the Property within the US 27 Highway rightof-way and is serviced by the City of Pembroke Pines. Presently, there are existing residents in the Town whose water and sewer services are supplied by the City of Pembroke Pines, and the City of Pembroke Pines is also willing to provide water and sewer services to the Property. Please see the City of Pembroke Pines Water and Sewer Availability letter dated April 11, 2023, attached hereto as Exhibit "A." The closest City of Sunrise water and sewer facilities suitable in size to serve the Property are located at the southeast corner of Griffin and Dykes Road, which is over four (4) miles from the Property. Please see the City of Sunrise Water and Sewer Availability letter dated October 18, 2022, attached hereto as Exhibit "B." There is no assembled contiguous right of way for water and sewer lines over that four (4) mile span. The Griffin Road right-of-way in this area is owned by multiple entities including the South Florida Water Management District, Broward County, and the Town. Furthermore, a number of private property owners of parcels adjacent to Griffin Road have not dedicated the portions of their parcels necessary to meet the ultimate right-of-way width of Griffin Road shown on the County's Trafficways map. The Applicant has no legal means to assemble such water and sewer pipeline corridor, and even if the Applicant had such legal means, the cost of assembling the corridor would be both astronomical and unrelated to the impacts of the Applicant's proposed development since there is water and sewer connection already available at the Property. In addition, construction of watermain and sewer main extension infrastructure spanning over four (4) miles in order to connect to City of Sunrise facilities is in itself cost-prohibitive, which cost is in excess of ten (10) million dollars. Please see the engineer's cost estimate attached hereto as Exhibit "C." (Notably, his cost estimate

does not include the additional cost of lift stations or chlorination repump stations that may be necessary to address public safety concerns with respect to the substantial length of the lines that would necessitate these additional improvements to maintain water pressure and water quality levels over the more than four (4) miles needed to connect to City of Sunrise water facilities.) The time required to construct this infrastructure would add crippling delay for the proposed project, another form of unsustainable cost.

Third, application of the City of Sunrise limitation in FLUE Policy 1.8 and Performance Standard A.2 would be legally unsustainable for various reasons including that it would require imposition of permitting conditions that would clearly be illegal under Florida law (that is a "prohibited exaction" under §70.45 Fla. Stat.) as well as unconstitutional under both state and federal law. Specifically, conditioning approval of the proposed planned development upon the Applicant's extension of water and sewer infrastructure over the four (4) mile span described above lacks any rational nexus to the impacts of the Applicant's proposed project. The water and sewer infrastructure needs of the Applicant's proposed development can be met by connection to the municipal water and sewer facilities existing immediately adjacent to the Property. There is no rational nexus between creating over four (4) miles of infrastructure and the infrastructure needs of the proposed US 27 Business Center (or any development of the Property). Likewise, the cost of creating the infrastructure discussed above far exceeds what would be roughly proportional to the water and sewer infrastructure impacts or service needs of the Applicant's proposed planned development. Granting the Applicant's requested text amendment would enable the viability of the Town's adopted land use policy for the Property, fulfill all of its applicable objectives, and avoid entanglement in legal disputes.

#### **Overall Plan Consistency**

The Applicant will further demonstrate below that the LUPA is consistent with the Town Comprehensive Plan.

#### FLUE Goal 1: Ensure the preservation of the town's rural lifestyle.

As noted above, the Town Council found that the US 27 corridor is most suitable for business uses that would diversify the Town's tax base while protecting the rural character and lifestyle that Town residents enjoy. The Town Council adopted a comprehensive set of polices, use restrictions, and zoning regulations applicable to the proposed US 27 Business Center that would ensure the preservation of the Town's rural lifestyle.

#### FLUE Objective 1.1. Protect all residential areas designated on the Town's Future Land Use Map in order to preserve the Town's existing rural character and lifestyle, while respecting those existing and constitutionally protected property rights of its individual landowners. {BCPC Objective 7.01.00}

As discussed above, the Applicant's proposed LUPA with text amendment deleting the City of Sunrise limitation in the US Highway 27 Business category FLUE Policy 1.8-p and Performance Standard A.2 would be consistent with the objective to respect constitutionally protected property rights of landowners within the Town. This is a policy also mandated by state law. (See §163.3161(10) Fla. Stat.). Unless deleted, this limitation on the municipal water and sewer source will require conditioning approval of the very development which the Town's adopted policy for this area seeks to promote in an unconstitutional manner by imposing permitting conditions that exact infrastructure and associated costs which are unrelated to the proposed development and/or disproportionate to its infrastructure service needs.

FLUE Policy 1.1-b: Land Use Plan amendments to more intensive categories shall be prohibited unless consistent with, and authorized by, FLUE Objective 1.3 and particularly policies 1.3-c, 1.3-d, and 1.3-e pertaining to evaluation of land use plan amendment requests; 1.8 (US Highway 27 Business Category); 1.12 (Community Facilities Category), or unless the Town Council determines that the more intensive use is consistent with, and furthers the overall goal to protect the Town's rural lifestyle. {BCPC Objective 7.01.03}

The Applicant is seeking to amend the Property's land use designation from Agricultural to US Highway 27 Business as specifically contemplated by the Town and permitted pursuant to this Policy.

### FLUE Policy 1.1-f: The Town Council shall maintain a rural orientated lighting ordinance regulating all public and private properties.

It should be noted that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center requires mitigation of potential ambient outdoor lighting impacts by limiting the height of parking lot lighting fixtures to twenty-five (25) feet. Thus, the proposed amendment will make the Property more consistent with this policy.

FLUE Objective 1.3: Encourage the elimination of incompatible or inconsistent land uses and prevent future suburban blight. Continue implementing land use programs to encourage the elimination of existing incompatible land uses and prevent future incompatible land uses from occurring. {BCPC OBJECTIVE 14.02.00. Measurement: criteria and standards utilized to evaluate all land use plan amendments to determine compatibility with the town's rural character and its adopted comprehensive plan.}

The Applicant is requesting the LUPA in order to develop the vacant and underutilized Property with a combination of compatible commercial and light industrial development as approved and

permitted by the Town in the Town Plan Policies for the US Highway 27 Business land use category and the ULDC regulations applicable to the US Highway 27 Planned Business District. The Town Plan Policies and ULDC regulations have been carefully designed to mitigate any impacts of the US Highway 27 Business Center upon adjacent land uses.

#### FLUE Policy 1.3-a: The Town's Land Development regulations shall protect whenever possible all existing and planned rural residential areas from disruptive land uses and nuisances and provide standards for achieving compatibility between different land uses. {BCPC Policy 1.04.04}

The US Highway 27 Business land use category policies and the US Highway 27 Planned Business District regulations create a framework for protecting rural residential areas, which are located to the east of the Menorah Gardens & Funeral Chapel property that provides a substantial buffer between the Property and the existing residential community further east ranging from approximately four hundred twenty (420) feet in width to approximately eight hundred twenty (820) feet in width and averaging nearly seven hundred feet (700) in width. The Applicant's proposal is consistent with that framework.

## FLUE Policy 1.3-c: The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and the Southwest Ranches Land Use Plans. {BCPC Policy 14.02.01}

In adopting the US Highway 27 Business land use category, the Town Council found that the US 27 corridor is most suitable for business uses and ensured compatibility of existing and future land uses of the surrounding area by implementing a framework of Plan policies and ULDC regulations to protect the Town's rural character and lifestyle. The Broward County Planning Council recertified the Town Plan, including the US Highway 27 Business land use category on June 24, 2021. At this time, the Applicant is simply seeking to amend the Property's land use designation in order to implement the Town's vision for the US 27 corridor.

#### FLUE Policy 1.3-d: New non-residential Land Use Plan designations shall be located on US-27 and designed in a manner that does not adversely impact existing and designated rural residential areas. {BCPC Policy 14.02.02}

The Property fronts US 27. The Town Council adopted a comprehensive set of Plan policies and ULDC regulations for evaluating the LUPA, rezoning, and master plan request in order to protect the Town's rural character and lifestyle. These policies and regulations are addressed in detail herein.

FLUE Policy 1.3-n: In order to preserve rural residential neighborhoods and protect the nighttime environment from the effects of excessive lighting and/or excessive glare, the Town shall maintain lighting standards that regulate the maximum intensities and disbursement of outdoor lighting and excessive glare from outdoor lighting within the Town.

It should be noted that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center requires mitigation of ambient outdoor lighting impacts by limiting the height of parking lot lighting fixtures to twenty-five (25) feet.

FLUE Objective 1.8: US Highway 27 Business land use category - Establish and maintain a US Highway 27 Business land use category exclusively for the US Highway 27 corridor, allowing only carefully planned development that is designed to be compatible with adjacent rural residential land uses as substantially buffered by the existing cemetery and open space, and which would be environmentally neutral. Measurement: designation of a US Highway 27 Business category.

In adopting the US Highway 27 Business land use category, the Town Council found that the US 27 corridor, and Applicant's Property in particular, is most suitable for commercial and light industrial business uses and ensured compatibility of existing and future land uses of the surrounding area by implementing a framework of Plan policies and ULDC regulations to protect the Town's rural character and lifestyle. At this time, the Applicant is simply seeking to amend the Property's land use designation in order to implement the Town's vision for its Property, which is located entirely within the US 27 corridor.

FLUE Policy 1.8-a: The Town has identified the US 27 Corridor as appropriate for business uses on the land use plan map. The Town created the US Highway 27 Business Category for this purpose. Only parcels west of US Highway 27 and parcels fronting the east side of US 27 that are buffered from Rural Ranch land use designations by an intervening Open Space or Community Facilities land use designation are eligible for this designation, including parcels that also front Griffin Road or Stirling Road. Parcels designated US Highway 27 Business on the land use plan map must only be developed and used in strict compliance with the following policies. The Town Council shall consider the extent to which each application submitted for land use plan amendment, rezoning and development furthers the intent and spirit of the policies hereunder in determining whether to approve the application.

The Property is entirely eligible and was specifically contemplated for the proposed land use designation. It is isolated from Rural Ranch land use designations in the Town by substantial buffering on the east by the existing Menorah Gardens & Funeral Chapel property, which ranges from approximately four hundred twenty (420) feet in width to approximately eight hundred twenty (820) feet in width and averages nearly seven hundred feet (700) in width, on the west by US 27, on the south by the Broward County landfill, and on the north by the South New River Canal.

FLUE Policy 1.8-b: A petitioner for the US Highway 27 Business designation shall demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

At the direction of the Town Council, the Town CPAB identified the US 27 corridor as an area of the Town unsuitable for rural residential use but rather appropriate for nonresidential and nonagricultural uses without diminishing the Town's rural character or impinging upon the rural lifestyle enjoyed by the Town's residents. Based upon this finding, the Town amended its Plan to create the US Highway 27 Business land use category, which may be applied to the Property due to its location along the east side of US 27 in the Town. As such, the Town Council has determined that there is a Town need for light industrial and commercial uses, that development, such as the US 27 Planned Business Center, will substantially benefit the Town by providing a substantial tax base and employment center, and that it is not reasonable to expect the Property to be developed with a rural residential use.

## FLUE Policy 1.8-c: No US Highway 27 Business designation may border any parcel with a rural land use plan designation. This shall not apply to any rural residential parcel under unified control with a property designated US Highway 27 Business.

The Property does not border any parcel with a Rural Land Use Plan designation.

FLUE Policy 1.8-d: There shall be no nonresidential, nonagricultural building, structure, parking, storage or use within two hundred (200) feet of an abutting local Town street other than Stirling Road, nor shall there be any such structure, parking, storage or use within two hundred (200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated US Highway 27 Business. Open space use, including buffers and drainage retention for a US Highway 27 Business use is not subject to this restriction.

No nonresidential, nonagricultural building, structure, parking, storage or use will be placed within two hundred (200) feet of an abutting local Town street other than Stirling Road, and no such structure, parking, storage or use will be placed within two hundred (200) feet of any parcel with a rural land use plan designation.

### FLUE Policy 1.8-e: Access to development shall be from US 27, Stirling Road, or Griffin Road only.

Access to the Property shall remain limited to access through US Highway 27, Stirling Road, and/or Griffin Road.

(i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an application to amend the Land Use Plan Map to US Highway 27 Business until a conceptual master access management plan ("access plan") shall have been accepted by the Florida Department of Transportation (FDOT) for the entire US 27 corridor within the Town.

Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023 and attached hereto as Exhibit "D."

(ii) It shall be the responsibility of an applicant for such map amendment to prepare the access plan and coordinate its acceptance by FDOT and Broward County Highway Construction and Engineering Department, and to coordinate the plan with owners of all other properties with frontage on US 27.

Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023.

(iii) The access plan, as may be amended with the consent of FDOT, shall be binding upon all properties.

The Applicant acknowledges this Policy.

(iv) The Town will not approve a plat application for property fronting US 27 until the applicant has submitted the plat to FDOT for review and obtained approval.

The Applicant acknowledges this Policy.

### FLUE Policy 1.8-f: Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, per the US Highway 27 Business Category permitted uses subsection of this Element.

The Property will be developed in accordance with the land uses and floor area ratio permitted by the US Highway 27 Business land use category.

FLUE Policy 1.8.g: Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

The Applicant acknowledges this Policy. The Property will be developed in accordance with the height restriction.

### FLUE Policy 1.8-h: Every development shall provide at least twenty-five percent (25%) pervious area.

The Applicant acknowledges this Policy. At least twenty-five percent (25%) pervious area will be provided.

FLUE Policy 1.8.i: Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. Developers shall provide Florida Vernacular architecture of Caribbean or Cracker style, or combination thereof. This architecture generally promotes generous roof overhangs, colonnades, porches and balconies, and sloped standing seam metal roofs. The land development regulations shall provide further architectural guidance. The Town Council may approve variations that are consistent with the Town's rural character. However, stucco walls in combination with flat, unarticulated rooflines or Mediterranean-style tile roofs that are typical of commercial development in South Florida are prohibited as a means of complying with the architectural requirement.

The Applicant acknowledges this Policy. Please see the US 27 Business Center Design Guidelines for more information that demonstrates the proposed amendment is consistent with this policy.

FLUE Policy 1.8-j: Developments shall be designed and operated so as to minimize demand for public safety services both on and off-site. This may include using Crime Prevention Through Environmental Design principles, careful selection of businesses and land uses, avoiding late night operating hours, erecting barriers adjacent to rural residential uses, and providing on-site security.

The Applicant acknowledged this Policy and will consider it when selecting business and tenants for the Property.

FLUE Policy 1.8-k: Developments shall adhere to the Town's dark-sky outdoor lighting regulations and policies, and are strongly encouraged to take additional measures that mitigate the development's ambient lighting impact on the Town. By way of example, a development could reduce the height of parking lot lighting fixtures by spacing the lower fixtures closer together, using advanced cut-off designs, and limiting the hours during which the lighting is on.

The Applicant acknowledges this Policy and notes that ULDC Section 051-040(K)(1) applicable to the US 27 Planned Business Center at site plan approval for a specific development of all or any portion of the Property provides for, when possible, mitigation of potential ambient outdoor lighting impacts in addition to limiting the height of parking lot lighting fixtures to twenty-five (25) feet.

## FLUE Policy 1.8-1: Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the architecture and landscaping of the development, and that enhance the built environment.

The Applicant acknowledges this Policy. At site plan approval for a specific development of all or any portion of the property, signage will be designed to complement and coordinate with the architecture and landscaping of the US 27 Business Center to enhance the built environment. Please see the US 27 Business Center Design Guidelines for more information that demonstrates the proposed amendment is consistent with this policy.

FLUE Policy 1.8-m: The land development regulations shall establish a zoning classification in the form of a planned development district, whereby the specific permitted uses, development standards and a conceptual development plan for the property are made part of the rezoning and will govern use and development of the property supplemental to regulations contained within the land development regulations. The land development regulations for the planned development district shall require that conceptual development plans incorporate all of the applicable elements of the US 27 conceptual master access management plan, which shall be adopted by reference.

The Applicant acknowledges this Policy. Please refer to the Rezoning Statement of Use and Justification for more information regarding the master development plan and compliance with applicable ULDC regulations.

#### FLUE Policy 1.8-n: Applications for land use plan amendment to establish a US Highway 27 Business designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

The Applicant acknowledges this Policy. A companion application for rezoning of the Property from the A-1 Agricultural District to the US Highway 27 Planned Business District has been filed concurrently with this LUPA.

### FLUE Policy 1.8-o: The Town shall implement land development regulations to protect adjacent rural areas from potential negative impacts of business developments.

The Applicant acknowledges this Policy and has demonstrated compliance with ULDC regulations applicable to the US 27 Business Center in the Rezoning and Master Development Plan sections below.

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or shall enter into a binding agreement providing for the connection to, the City of Sunrise water and sewer systems prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

As noted above, the Applicant is requesting that the Town Council adopt amendments to the text of the Plan and the proposed amendments to the text of the Plan ensure consistency between the Policies of the Plan and the ULDC regulations.

FLUE OBJECTIVE 1.15: Ensure that public facilities and services meet level of service standards adopted in the Town's comprehensive plan, and that the Town's development regulations make appropriate provision for power distribution infrastructure. {BCPC Obj 11.00.00} Measurement: Adoption of Concurrency Standards in the Town's Land Development Code consistent with State and County law.

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

FLUE POLICY 1.15-b: To maintain the level of service standards identified within the Town's Comprehensive Plan, the Town shall, prior to final action on amendment to the Land Use Plan, determine whether adequate public facilities and services will be available when needed to serve the proposed development. {BCPC Policy 11.01.03}

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

FLUE POLICY 1.15-c: Prior to plat approval, the Town shall ensure that the public facilities and services necessary to meet the level of service (LOS) standards established within the Town's Comprehensive Plan will be available consistent with Concurrency requirements in subsection 163.3202(g), Florida Statutes, and section 163.3180, Florida Statutes, as amended, and the Concurrency Management policies included within Goal 8.00.00 of the Broward County Land Use Plan. {BCPC Policy 11.01.04}

Please refer to the County LUPA Application package included herein which provides an analysis of public facilities and services and demonstrates that all level of service standards are met.

#### Section 2: Permitted Uses in Future Land Use Categories US Highway 27 Business Category: Performance Standards

The intent of the US Highway 27 Business Category is to: facilitate a limited range of "clean" light industrial and business uses along the US 27 corridor that are not a threat to the potable water quality of the Biscayne Aquifer or to the peaceful enjoyment of residential properties to the

*east.* Before adopting an amendment, such as the proposed LUPA, to change the land use designation of any parcel to US Highway 27 Business, the Town shall *carefully consider potential environmental, traffic and quality of life impacts* and the Applicant must demonstrate that the proposed LUPA is consistent with all of the performance standards below. Additionally, every such application for a LUPA shall be submitted concurrently with a rezoning application to an implementing zoning district.

The Applicant will demonstrate below that the LUPA is consistent with the US Highway 27 Business Category Performance Standards below. The Applicant is also requesting a rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District, which is discussed in more detail in the Rezoning Statement of Use and Justification.

#### A. *Performance Standards.*

1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27that can be detected from any property with a Agricultural. Rural Ranch or Rural Estate land use plan map designation.

The Applicant acknowledges this standard. As development plans for the Property progress and site plan approval is requested for development of the US 27 Business Center, the Applicant will demonstrate that the proposed development does not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that can be detected from residential land uses east of US 27. Development will also comply with all applicable provisions of the ULDC, in particular, Article 51 of the ULDC, which specifies development regulations for the US Highway 27 Planned Business District, and which were carefully crafted to protect existing residential communities to the east of US 27.

2. City of Sunrise sanitary sewer and potable facilities must be in place, or the provision of City of Sunrise sanitary sewer and potable facilities must be the subject of a binding agreement with the City of Sunrise to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

As noted above, the Applicant is requesting that the Town Council adopt amendments to the text of the Plan, and the proposed amendments to the text of the Plan ensure consistency between the Policies of the Plan and the ULDC regulations.

3. Development shall not involve use of any chemicals, substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. The land development regulations may permit fuel storage tanks for emergency generators and for the purpose of servicing vehicles or equipment used in the regular course of business, provided that any such tanks may be required to exceed the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances, as may be amended from time to time.

The Applicant acknowledges this standard. As development plans for the Property progress and site plan approval is requested for development of the US 27 Business Center, the Applicant will demonstrate compliance with the standard. Should fuel storage be proposed as an accessory use, the Applicant will comply with ULDC Section 51-30(D) regulating fuel storage and the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances.

4. Any use – the nature of which may be considered dangerous, or which may potentially compromise the comfort, peace, enjoyment, health or safety of the community or any property with a Rural Ranches, Rural Estate or Agricultural land use plan map designation - shall be prohibited.

Uses proposed within the US 27 Business Center will be limited to those permitted pursuant to ULDC Section 51-20.

5. All development shall provide for north-south cross-access to abutting parcels in accordance with the conceptual master access management plan for the US-27 corridor (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a frontage drive and/or site design that anticipates driveway connections or drive aisle connections with abutting properties, and which provides cross-access easements for such connections.

The Applicant acknowledges this standard. Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023, and the Master Circulation and Access Plan showing the proposed frontage road that will provide for north-south access throughout the Property.

#### FUTURE LAND USE IMPLEMENTATION:

The Applicant will demonstrate below that the Development Review Requirements of the Implementation Section of the Town's Future Land Use Element of the Comprehensive Plan are met:

A. Traffic circulation, recreational, drainage and flood protection, public potable water where applicable, solid waste and sanitary sewer public facilities, septic tanks, where applicable, and services will be available to meet established level of service standards, consistent with Chapter 163.3202(g) Florida Statutes and the concurrency management policies included with the goal of the Town's Land Use Plan.

Please refer to the County LUPA application package included herein, which provides an analysis of public facilities and services.

B. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the traffic ways identified on the Broward County Traffic Ways Plan prior to occupancy.

The Applicant acknowledges this standard. Please refer to the Pre-Application Letter provided by FDOT on May 1, 2023, and the Master Circulation and Access Plan, which includes a frontage road along US 27 and access to the Property from Griffin and Stirling Roads and US 27.

*C. Fire protection service will be adequate to protect people and property in the proposed development.* 

Fire services are provided to the Property pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Delivery of Emergency Medical, Fire Protection, and Fire Prevention Services recorded in Official Records Book 50374, Page 1550 of the Public Records of Broward County. The Applicant contacted the Town of Davie Fire Rescue Department regarding the US 27 Business Center prior to submitting this development application package to the Town of Southwest Ranches. No concerns were raised regarding the adequacy of fire protection services to the master plan area. The Applicant will continue to work with the Town of Davie Police and Fire Rescue Departments as development plans progress for the Property.

D. Police protection service will be adequate to protect people and property in the proposed development.

Police services are provided to the Property pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Police Services recorded in Official Records Book 50374, Page 1520 of the Public Records of Broward County. The Applicant contacted the Town of Davie Police Department regarding the US 27 Business Center prior to submitting this development application package to the Town of Southwest Ranches. No concerns were raised regarding the adequacy of police protection services to the master plan area. The Applicant will continue to work with the Town of Davie Police Department as development plans progress for the Property.

E. School sites and school buildings will be adequate to serve the proposed development.

No residential uses are proposed. As such, this standard does not apply.

F. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument right altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or

heliport or any planned or proposed airport as described in Federal Aviation Regulations (FAR) Part 77.21 (c)(2).

The Applicant acknowledges this standard.

#### **Conclusion**

In its current condition as a vacant, privately owned property having no significant environmental features that would require protection, the Property provides minimal community value. The proposed LUPA would provide employment opportunities during the construction phases and a long-term tax revenue stream to the Town. For these reasons, the Property would be better utilized as an industrial/commercial development and employment center. As discussed in detail above, the Plan and ULDC provisions applicable to the US Highway 27 Business Future Land Use category and the US Highway 27 Planned Business District result in a comprehensive set of polices, use restrictions, and zoning regulations that were carefully crafted to protect the Town's rural character and lifestyle, while enhancing the tax base. The LUPA is consistent and compatible with existing and proposed uses in the area; and the Property is substantially separated from properties to the south, west and north by three (3) major thoroughfares, while the Menorah Gardens & Funeral Chapel property provides a substantial buffer between the Property and rural residential uses further east. The Applicant is respectfully requesting Town Council approval of the LUPA to accomplish the Town's contemplated conversion from the Agricultural designation to the US Highway 27 Business designation created by the Town for this area with a minor, but vital text, amendment to enable the viability of the Town's Plan and to effectuate the Town's land use policy and vision for commercial and industrial development within the US27 corridor.

#### Exhibit "A" City of Pembroke Pines Water and Sewer Availability Letter



#### PEMBROKE PINES CITY COMMISSION

Frank C. Ortis MAYOR 954-450-1020 fortis@ppines.com

Iris A. Siple VICE MAYOR DISTRICT 3 954-450-1030 isiple@ppines.com

Jay D. Schwartz COMMISSIONER DISTRICT 2 954-450-1030 jschwartz@ppines.com

Angelo Castillo COMMISSIONER DISTRICT 4 954-450-1030 acastillo@ppines.com

Thomas Good, Jr. COMMISSIONER DISTRICT 1 954-450-1030 tgood@ppines.com

Charles F. Dodge CITY MANAGER 954-450-1040 cdodge@ppines.com April 11, 2023

Ron Bergeron 19612 SW 69<sup>th</sup> Place Pembroke Pines, FL 33332

RE: Request for Letter of Service Availability for Bergeron US-27 Business Center located in the Town of Southwest Ranches, FL.

Dear Mr. Bergeron:

The City of Pembroke Pines has the capacity and capability of providing water and wastewater services to the Bergeron US-27 Business Center located east of US 27 between Stirling Road and the C-11 canal within the Town of Southwest Ranches.

Providing utility services to this site is subject to the Town of Southwest Ranches providing a letter of approval to the City of Pembroke Pines to serve this parcel. Upon receipt of the Town's approval, the Pembroke Pines Commission will consider this request.

Sincerely,

Charles J. Addae

Charles F. Dodge City Manager

CFD/md

Page 126 of 529

#### Exhibit "B" City of Sunrise Water and Sewer Availability Letter



Community Development - Engineering Division 1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

October 18, 2022

Bill Barbaro, P.E. Carnahan Proctor & Cross 814 S. Military Trail Deerfield Beach, FL 33442

Via Email:BBarbaro@cpc-eng.com

#### Re: Water and Sewer Availability Griffin Road, US HWY 27 Weston, FL 33332 (Folio #'s 503927020160, 503927020210, 503927020220, 503934010020, 503934010100, 503934010170, 503934010280, 503934010340, 503934010431, 503934010430, 503934010420 and 503934010570)

Dear Mr. Barbaro:

The above referenced properties are located within the water and sewer utility service area of the City of Sunrise. Please be advised that there is a 12-inch watermain, as well as a 14-inch sewer force main on the South East corner of Griffin Rd and Dykes Rd approximately 4 miles from the properties. Both a watermain and sewermain extension would be required.

Please note that the information provided within this letter is an approximation based on the City's schematic water and sewer atlas, and the City recommends that this information be verified through field inspections and as-built information prior to any civil engineering design.

The City has reserved no water and sewer plant capacity for your project and makes no representation to any party that water and sewer plant capacity is available until a party executes a Utility Service Permit with the City and pays the Plant Connection Fees based upon proposed water consumption.

If you wish to reserve plant capacity for your project, please begin by completing the City of Sunrise Utility Service Permit Questionnaire and returning it to this department along with all required attachments. The Utility Service Permit Questionnaire and Fee Schedule are available at the document library on the City's website: <u>https://www.sunrisefl.gov/our-city/advanced-components/document-central/-folder-182</u>. Plant Connection Fees are governed by the City's Code of Ordinances, Section 15-119, which may be found at <a href="https://library.municode.com/fl/sunrise/codes/code">https://library.municode.com/fl/sunrise/codes/code</a> of ordinances

If we may be of further assistance to you, please advise.

Sincerely, CITY OF SUNRISE

Ravindra Ramgulam, P.E. City Engineer October 24, 2024 Regular Meeting

#### Exhibit "C" Engineer's Cost Estimate



#### Carnahan Proctor and Cross, Inc

814 South Military Trail, Deerfield Beach, FL 33442 PH. 954-972-3959 FAX. 954-972-4187

By: Bill Barbaro, P.E.

#### **Engineer's Opinion of Probable Construction Cost (EOPCC)**

Project: Project Number: Item	US 27 Business Center - City of Sunrise Utility Extension         210300       US 27 Business Center - Town of Southwest Ranches       Date: 11/09/2022							
	Description	Unit			Unit Price		Total	
	Water Main Extension							
4	Water Main Extension		20.000	÷	402.75	ć	2 074 007	
1	16" PVC Water Main	LF	28,666		103.75		2,974,097	
2	16"x16" Tapping Sleeve	EA	1	\$	9,375.00	\$	9,375	
3	16" Cap & Blowoff	EA	1	\$	2,812.50	\$	2,812	
4	16" Gate Valve	LS	1	\$	156,250.00	\$	156,250	
5	16" Wet Tap	EA	1	\$	8,750.00	\$	8,750	
6	Air Release Valve in Concrete Vault	EA	4	\$	9,375.00	\$	37,500	
7	Sampling Points	EA	25	\$	875.00	\$	21,875	
8	30" Steel Casing for Jack & Bore	LF	289	\$	750.00	\$	216,750	
9	Fittings	LS	1	\$	16,250.00	\$	16,250	
	Water Main Extension Subtotal					\$	3,443,660	
	Force Main Extension							
9	10" PVC Force Main	LF	28,757	\$	75.00	\$	2,156,775	
10	10"x10" Tapping Sleeve	EA	. 1	\$	7,500.00	\$	7,500	
11	10" Cap & Blowoff	EA	1	\$	2,250.00	\$	2,250	
12	10" Gate Valve	LS	1	\$	131,250.00	\$	131,250	
13	Air release Valve in Concrete Vault	EA	6	\$	8,750.00	\$	52,500	
14	10" Wet Tap	EA	1	\$	8,750.00	\$	8,750	
15	24" Steel Casing for Jack & Bore	LF	490	\$	687.50	\$	336,875	
16	Fittings	LS		\$	25,000.00	\$	25,000	
	Force Main Extension Subtotal			•	-,	\$	2,720,900	
	Roadway / Site Restoration							
17	2" Asphalt Pavement	SY	445	\$		\$	8,900	
18	8" Limerock Base	SY	445	\$	18.75	\$	8,343	
19	12" Compacted Subgrade	SY	445	\$	7.50	\$	3,337	
20	Sod	SY	63,633	\$	3.75	\$	238,624	
21	Remove Asphalt Pavement	SY	445	\$	26.25	\$	11,681	
22	Pavement Markings & Signage Restoration	LS	1	\$	31,250.00	\$	31,250	
23	Remove & Reset Existing Guardrail	LF	500	\$	56.25	\$	28,125	
	Roadway / Site Restoration Subtotal					\$	330,262	
	Subtotal Construction Cost					\$	6,494,822	
	Soft Cost							
24		10	1	ć	0.15	ć	974,223	
24 25	Engineering, Survey & Permitting (15% of Construction Costs) Mobilization (9% of Construction Costs)	LS LS	1	\$ \$	0.15 0.09			
	, , , , , , , , , , , , , , , , , , ,		1	•	0.09	\$ ¢	584,534	
26 27	Maintenance of Traffic (7% of Construction Costs)	LS LS	1	\$ ¢			454,637	
	Contingency (25% of Construction Costs)	LS	1	\$	0.25		1,623,705	
	Soft Cost Subtotal					\$	3,637,100	
	TOTAL ESTIMATED CONSTRUCTION COST					\$	10,131,923.	

#### Exhibit "D" Florida Department of Transportation Pre-Application Letter



Florida Department of Transportation

**RON DESANTIS GOVERNOR** 

605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

May 1, 2023

#### THIS PRE-APPLICATION LETTER IS VALID UNTIL - May 1, 2024 THIS LETTER IS NOT A PERMIT APPROVAL

William Barbaro P.E. Carnahan Proctor and Cross Inc. 814 S. Military Trail Deerfield Beach, FL 33076

Dear William Barbaro P.E.: RE: Pre-application Review for **Category E Driveway**, Pre-application Meeting Date: **October 20, 2022** Broward County - Town of Southwest Ranches; SR 25; Sec. # 86060000; MP: 6.5; Access Class - 2; Posted Speed - 60; SIS - SIS Corridor; FDOT Ref. Project:

Request: Right-in/right-out driveway on US 27, located approximately 2,800 feet north of Stirling Road.

SITE SPECIFIC INFORMATION Project Name & Address: Bergeron US 27 Business Center – Lat: 26.05184 Lon: -80.43325 Property Owner: Bergeron US 27 LLC; Parcel Size: 56 Acres Development Size: 165,500 SF Business Park, 543,800 SF General Light Industrial

REQUEST APPROVED

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

#### Conditions:

- A minimum driveway length of 140 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. - If a gate is proposed, a minimum driveway length of 100 feet to the call box and/or gate house, and a turnaround area before the
- gate are required. A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and shall provide
- space for a buffered bicycle lane. Main Driveway: Provide a southbound acceleration lane along SR 25/US-27, south of the median opening. Provide queueing
- analysis at the proposed main driveway. Stirling Road: Restrict Stirling Road access to a channelized right-in-only. Griffin Road: Provide a widened inbound area to accommodate expected heavy vehicles, the turning path will have to be verified
- at the time of permit. AutoTURN analysis is required. Traffic Impact Study shall be submitted to the Department (Traffic Operations and Planning Office) at the time of permit, including

all the above-mentioned conditions.

#### Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements. Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. <u>Note, this letter</u> <u>does not guarantee permit approval</u>. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <u>https://osp.fdot.gov;</u> click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any guestions regarding the Pre-Approval Letter.

Sincerely,

Carina Harvey

District Access Management Manager CC: Anthony Beecher

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\Pre-application Letter Template.docx www.dot.state.fl.us



Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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:** Jeff Katims, Town Planner
- **DATE:** 10/24/2024
- SUBJECT: Bergeron US 27 Rezoning

#### **Recommendation**

Approval subject to the conditions recommended in the staff report to be satisfied prior to second reading.

Unanimous Vote of the Town Council Required?

Yes

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC request to rezone 58.7 gross acres from A-1 Agricultural Estate to US Highway 27 Planned Business.

This application accompanies land use map amendment Application No. PA-20-8. A combined staff report for the two applications is provided.

### Fiscal Impact/Analysis

N/A

<u>Staff Contact:</u> Jeff Katims, Town Planner

#### ATTACHMENTS:

#### Description

Business Impact Statement Ordinance First Reading - TA Approved Ordinance Exhibits Staff Report Property Survey Petitioner's Justification Letter Mail Notice Radius Map Mail Notice Mailing List

#### Upload Date

•	• •
10/18/2024	Backup Material
10/18/2024	Ordinance
10/18/2024	Exhibit
10/18/2024	Executive Summary
10/18/2024	Exhibit
10/18/2024	Backup Material
10/18/2024	Backup Material
10/18/2024	Backup Material

Туре

### **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:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 59 ACRES FROM A-1 AGRICULTURAL ESTATE DISTRICT TO US HIGHWAY 27 PLANNED BUSINESS DISTRICT, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. RZ-24-23)

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;
- $\Box$  The proposed ordinance is an emergency ordinance;
- □ The proposed ordinance relates to procurement; or

The proposed ordinance is enacted to implement the following:

- $\boxtimes$  Development orders and development permits, as defined in s. <u>163.3164</u>, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. <u>163.3220-163.3243</u>;
- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
- □ Sections <u>190.005</u> and <u>190.046</u>;
- $\Box$  Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- 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. 2025 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 59 ACRES FROM A-1 AGRICULTURAL ESTATE DISTRICT TO US HIGHWAY 27 PLANNED BUSINESS DISTRICT, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. RZ-24-23)

**WHEREAS**, Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC ("Petitioner") own 58.7 gross acres along the east side of US Highway 27 within the Town, as more particularly described in Exhibit "A" of this Ordinance ("Property"); and

**WHEREAS,** Petitioner filed Application No. RZ-24-23 ("Application") to rezone the Property from A-1 Agricultural Estate District to US Highway 27 Planned Business ("US 27 Zoning") District; and

**WHEREAS,** Petitioner filed concurrent Application No. PA-20-8 to change the Property's land use plan designation from Agricultural to US Highway 27 Business ("US 27 Land Use"); and

**WHEREAS,** the US 27 Zoning District was created specifically to implement the US 27 Land Use Classification; and

**WHEREAS,** Section 051-010 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires that US 27 Zoning only be applied to property designated US 27 Land Use on the future land use map; and

**WHEREAS,** Section 051-050 of the ULDC requires applications for US 27 Zoning to demonstrate unified control; and

**WHEREAS,** Section 051-050 requires submission of a master development plan with at least the information described in Section 051-050 as Tier I Information; and

**WHEREAS,** prior to site plan approval for any portion of a master development plan lacking complete Tier II information as described in ULDC Section 051-050, the master plan must be amended with the Tier II information through the rezoning process; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 24, 2024 and recommended that the Town Council approve the Application; and

**WHEREAS,** the Town Council finds that Application complies with the requirements for rezoning in Article 51, US Highway 21 Planned Business District and Article 130, Zoning Map Amendments.

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

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

**Section 2:** Map Amendment. The A-1 Agricultural Estate zoning designation of the Property, legally described in Exhibit "A" attached hereto and made a part hereof, is hereby amended and rezoned to the US Highway 27 Planned Business District.

**Section 3: Master Development Plan.** The master development plan in Exhibit "B" attached hereto is made a part hereof. No development shall occur that is inconsistent with the master development plan, or which is not shown on the master development plan at the requisite Tier II level of information detail described in ULDC Section 051-050. Since the master development plan submitted with Application No. RZ-23-24 does not contain the requisite Tier II information, the master development plan will need to be amended prior to site plan approval for any development upon the Property.

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

**Section 5:** Effective Date. This Ordinance shall take effect on the effective date of the Future Land Use Map amendment changing the designation of the Property from Agricultural to US Highway 27 Business

2

PASSED ON FIRST READING	this day of, 2024 on a motion
made by	and seconded by
PASSED AND ADOPTED ON	SECOND READING thisday of, 2025, on
a motion made by	and seconded by
Breitkreuz Kuczenski Allbritton Hartmann Jablonski	Ayes Nays Absent Abstaining
Attest:	Steve Breitkreuz, Mayor
Debra Ruesga, CMC, Town Clerk	
Approved as to Form and Correctnes	s:
Keith M. Poliakoff, J.D., Town Attorn 1001.088.2024	ey

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#### EXHIBIT "A"

#### **LEGAL DESCRIPTION**

PARCEL 1

A PORTION OF TRACTS 51, 52, 61, AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET; THENCE NORTH 01'19'41" WEST, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89'57'39" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 90.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01'20'39" EAST, 322.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BEARS NORTH 24'26'02" WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CENTRAL ANGLE OF 24'12'21", AN ARC DISTANCE OF 781.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89'46'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 97.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY LINE OF SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 4514'08" WEST, 69.95 FEET; 2) NORTH 00'50'31" WEST 150.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 3) NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1442.00 FEET AND A CENTRAL ANGLE OF 11'36'38", AN ARC DISTANCE OF 292.21 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89'57'39" EAST, ALONG SAID S

TOGETHER WITH:

PARCEL 2

A PORTION OF TRACTS 61 AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,754.27 FEET; THENCE NORTH 00'12'20" WEST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'46'19" WEST ALONG THE SOUTH LINE OF SAID TRACTS 61 AND 62 FOR 565.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516, BEING THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 88'28'43" WEST; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 02'21'48", FOR AN ARC DISTANCE OF 59.48 FEET TO A POINT OF TANGENCY; 2) NORTH 00'50'31" WEST 150.00 FEET; 3) NORTH 44'45'52" EAST 71.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD; THENCE NORTH 89'46'15" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 94.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 12'22'13", FOR AN ARC DISTANCE OF 425.30 FEET TO A POINT ON SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK"; THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE 305.73 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

#### PARCEL 3

A PORTION OF TRACTS 6, 7, 8, 25 AND 26, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 E, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89'46'19" WEST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,754.27 FEET; THENCE SOUTH 00'12'20" EAST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00'12'20" EAST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89'46'19" WEST ALONG THE NORTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE", AS RECORDED IN PLAT BOOK 110, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 350.00 FEET TO THE NORTHWEST CORNER OF SECTION "B" OF SAID PLAT; THENCE SOUTH 89'23'54" WEST 27.00 FEET TO A POINT ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00'11'26" EAST ALONG GAID WEST LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TRACTS 25 AND 26 FOR 299.28 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID CONT ON THE EAST RIGHT-OF-WAY LINE OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11'47'41", FOR AN ARC DISTANCES: 1) NORTH 00'50'31" WEST 610.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 2) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11'47'41", FOR AN ARC DISTANCE OF 279.55 FEET TO A POINT OF TANGENCY; 3) NORTH 10'57'10" EAST 200.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LIGHT; 2) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11'47'41", FOR AN ARC DISTANCE OF 279.55 FEET TO A POINT OF TANGENCY; 3) NORTH 10'57'10" EAST 200.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LIGHT; 2) NO

#### PARCEL 4

A PORTION OF TRACTS 39, 40, 57, AND 58, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SAID SECTION 34; THENCE SOUTH 89'49'12" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 2106.07 FEET TO A POINT ON THE WEST LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00'11'26" WEST ALONG SAID WEST LINE 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89'49'12" WEST, ALONG THE SOUTH LINE OF TRACTS 57 AND 58, 284.27 FEET; THENCE NORTH 00'50'31" WEST 1300.56 FEET; THENCE NORTH 89'47'45" EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE 1300.59 FEET TO THE POINT OF BEGINNING.

#### PARCEL 5

PORTION OF TRACTS 72 AND 89, AND TRACTS 71 AND 90 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89'49'10" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 1977.86 FEET; THENCE SOUTH 00'11'00" EAST 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 71 AND THE POINT OF BEGINNING; THENCE SOUTH 00'11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89'50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 89 AND 90, 397.30 FEET TO A POINT ON A LINE 278.00 FEET EAST OF AND PARALLEL WITH THE BASELINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE NORTH 00'50'31" WEST ALONG SAID PARALLEL LINE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH 89'49'12" EAST ALONG THE NORTH LINE OF SAID TRACTS 71 AND 72, FOR 412.25 FEET TO THE POINT OF BEGINNING.

#### PARCEL 6

PORTION OF TRACTS 104 AND 121, AND TRACTS 103 AND 122, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89'51'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 FOR 1980.10 FEET; THENCE NORTH 00'11'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122 AND THE POINT OF BEGINNING; THENCE SOUTH 89'51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 02'25'14" WEST 45.04 FEET; 2) NORTH 45'29'17" WEST 70.27 FEET; 3) NORTH 00'50'31" WEST 1206.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89'50'51" EAST ALONG THE NORTH LINE OF SAID TRACTS 103 AND 104 FOR 397.07 FEET TO THE NORTHEAST CORNER OF SAID TRACT 103; THENCE SOUTH 00'11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 103 AND 122 FOR 1300.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING A TOTAL OF 2,430,932 SQUARE FEET (55.8065 ACRES), MORE OR LESS.

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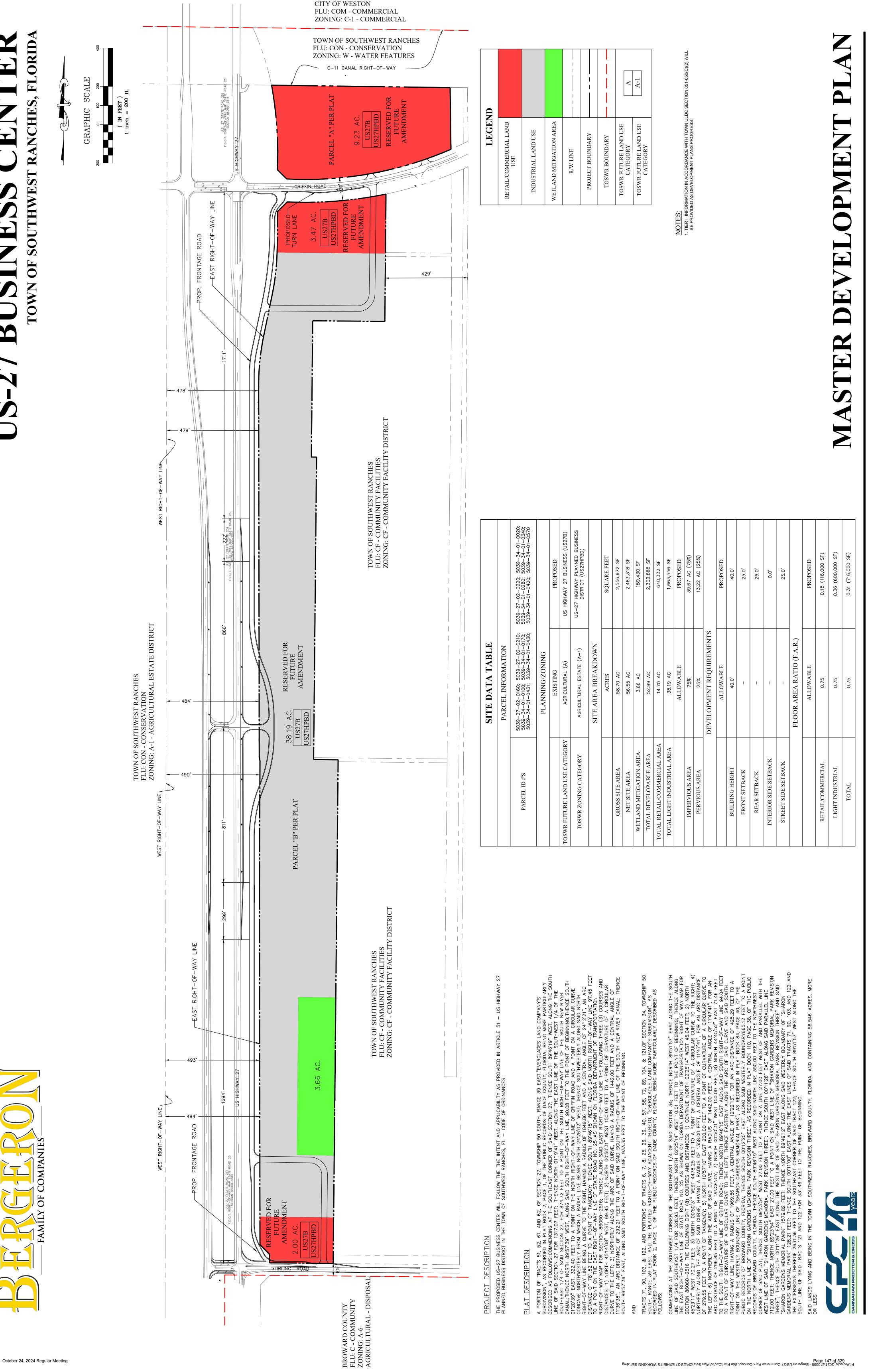
#### EXHIBIT "B"

#### **MASTER DEVELOPMENT PLAN**

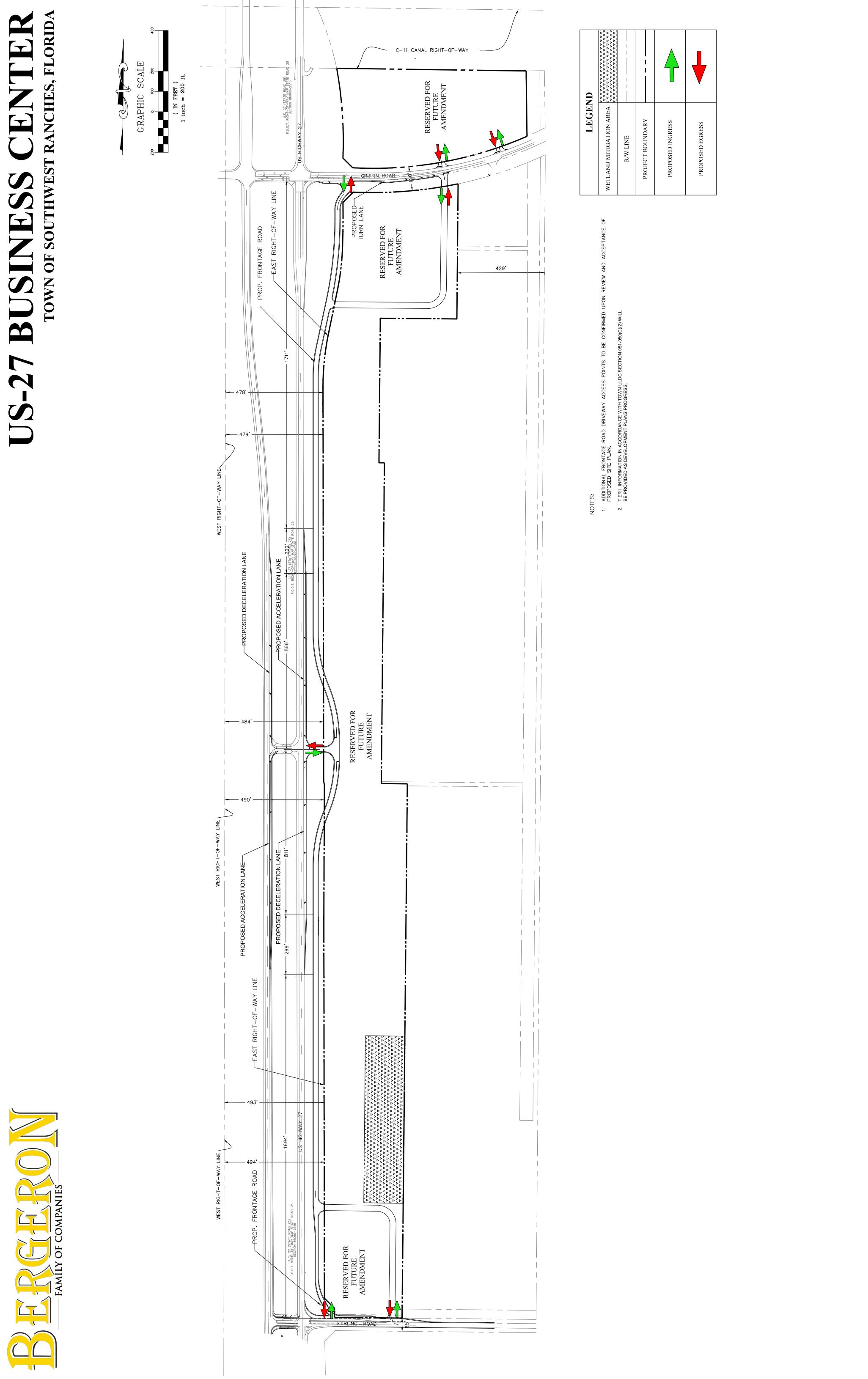
- Exhibit B-1 Master land use plan
- Exhibit B-2 Master circulation and access plan
- Exhibit B-3 Mater utilities plan
- **Exhibit B-4** Master landscape plan (thematic street landscaping and typical buffers)
- Exhibit B-5 Architectural style standards

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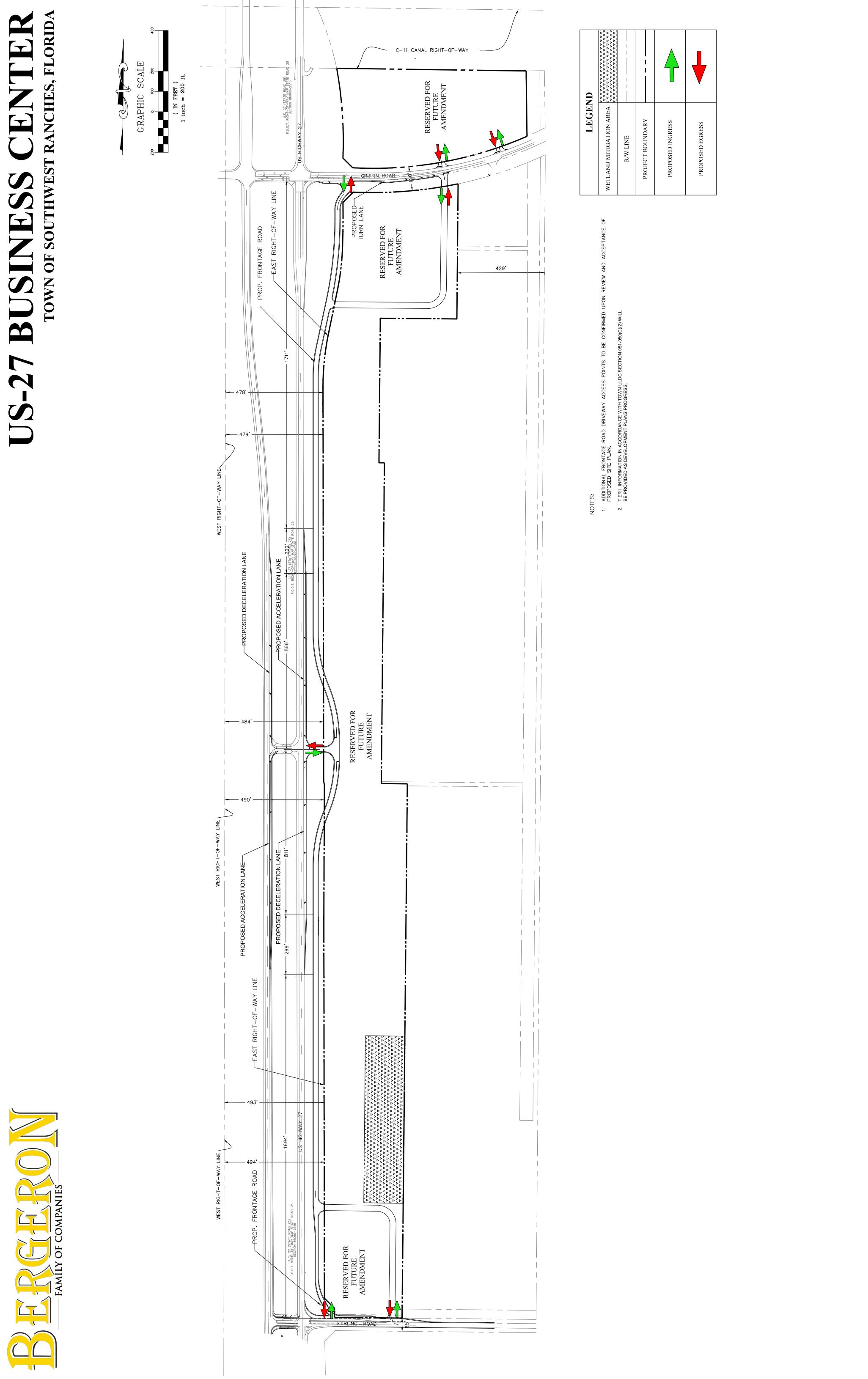


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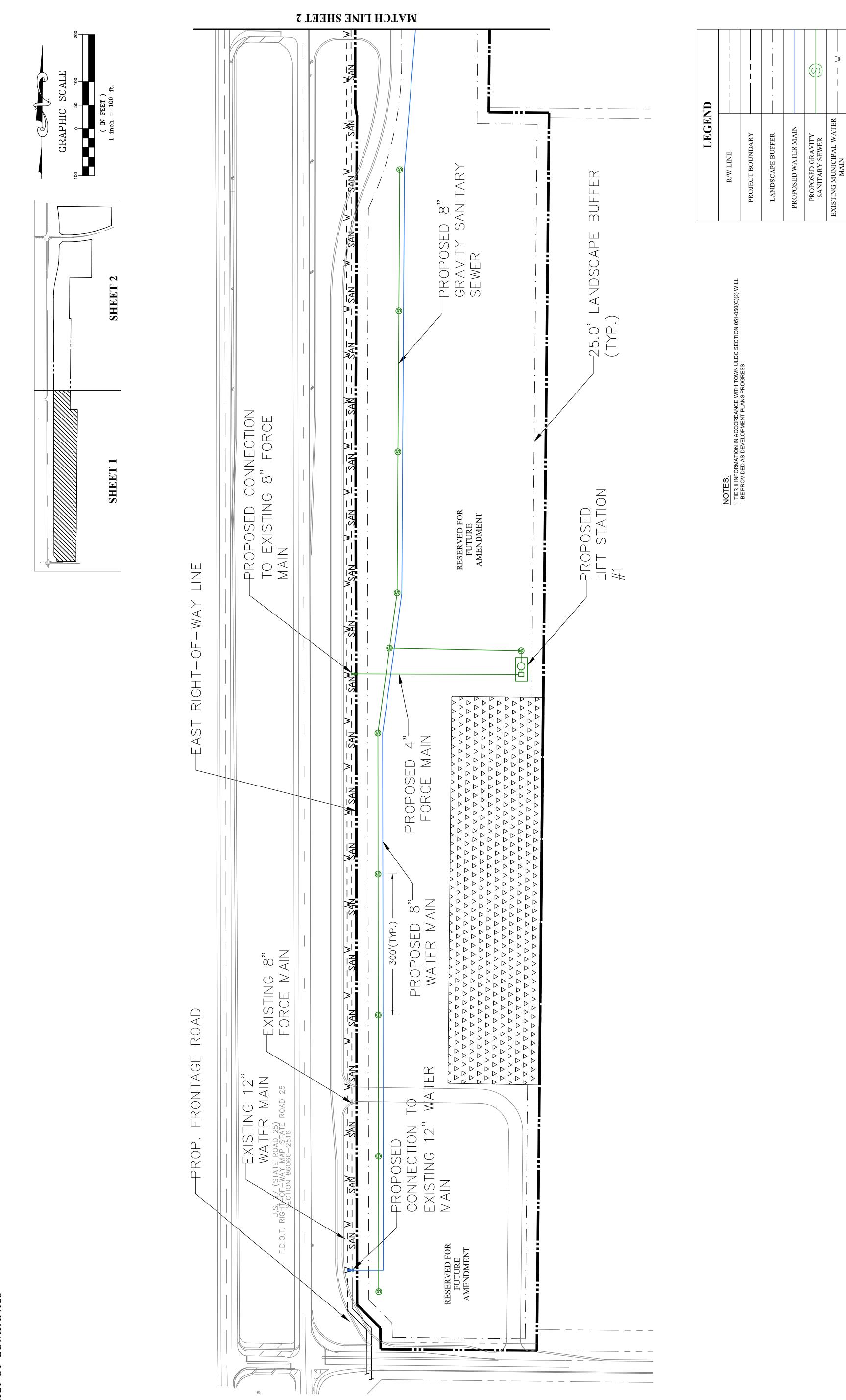
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# **J** MASTER

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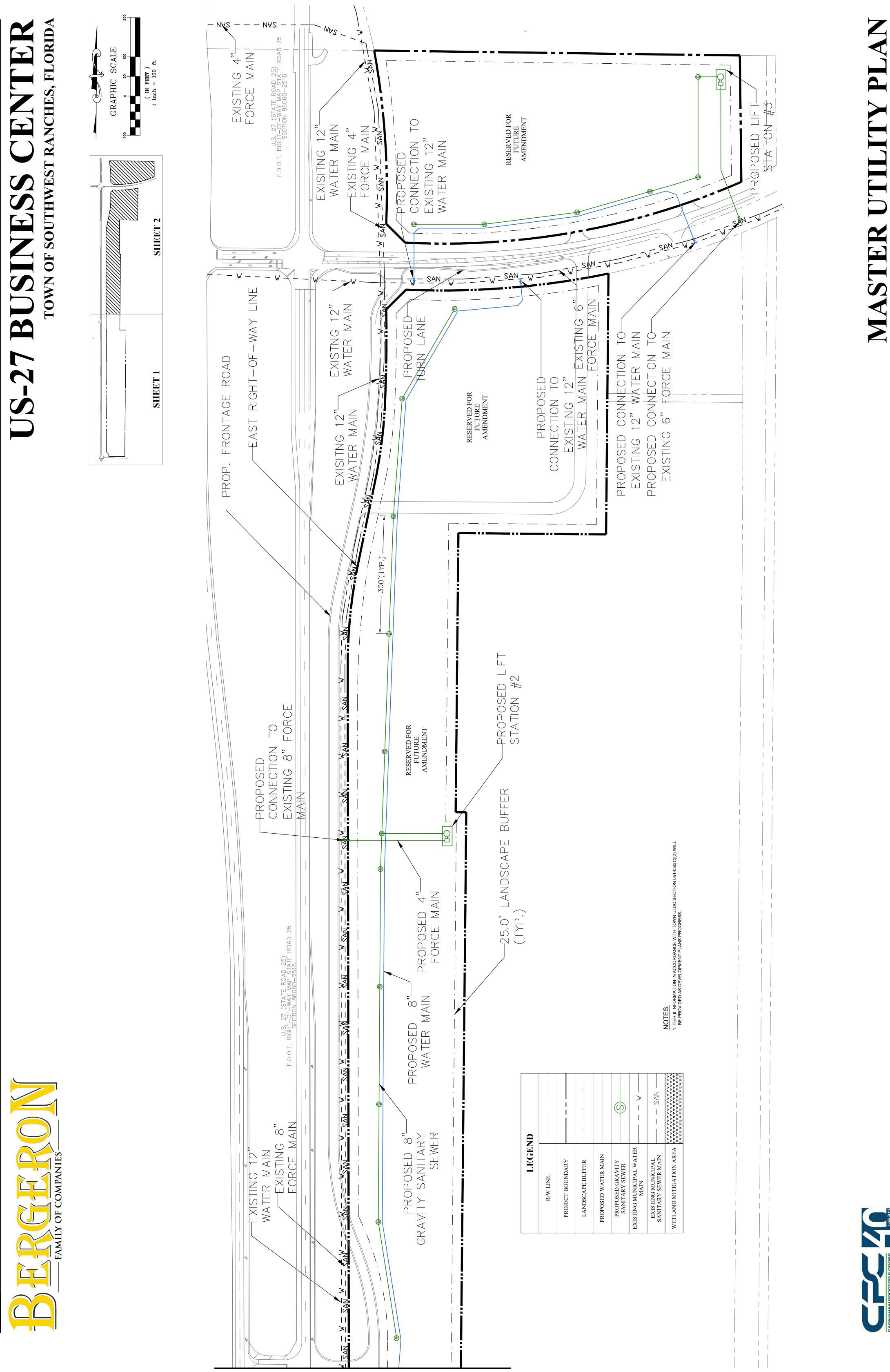
WETLAND MITIGATION AREA

EXISTING MUNICIPAL SANITARY SEWER MAIN

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**WVLCH FINE SHEET 1** 



**NOTE:** THE FINAL LANDSCAPE MATERIAL AND DENSITY IS SUBJECT TO REVISION BASED EACH INDIVIDUAL SITE PLAN DEVELOPMENT AS THE SPECIFIC SITE AND ARCHITECTURE BECOME MORE APPARENT. THE INTENT FOR THE LANDSCAPE TO SCREEN THE STRUCTURES FROM US-27 AND PROVIDE A BUFFER IN THE REAR WILL REMAIN THE PRIMARY FOCUS. THE SPACING AND MIN. SPECIFICATIONS PER THE CODE AND OUTLINED IN THE CONCEPTUAL LANDSCAPE PLANS WILL BE MAINTAINED.

October 24, 2024 Regular Meeting

CHRYSOBALANUS ICACO

COCOPLUM

R.O.W

QUERCUS LAURITOLIA

LAUREL OAK

SABAL PALM SABAL PALMETTO



SPECIFICATIONS PER THE CODE AND OUTLINED IN THE CONCEPTUAL LANDSCAPE PLANS WILL BE MAINTAINED.





EXISTING (VARIES) 'n GREEN A SWA

DWARF CLUSIA-CLUSIA ROSEA 'NANA' BAHIAGRASS

SABAL PALMETTO SABAL PALM

ICACO

OAK TREE CUS VIRGINIANA

QUER

50' O.C.

50' O.C.

**BOTE:** The Final Landscape Material and Density IS SUBJECT T Revision Based Each Individual site plan development As the specific site and architecture become more apparent. The Intent for the Landscape to screen the Structures from US-27 and provide a Buffer in the R will remain the primary focus. The spacing and min. Specifications per the code and outlined in the conceptual Landscape plans will be Maintained.

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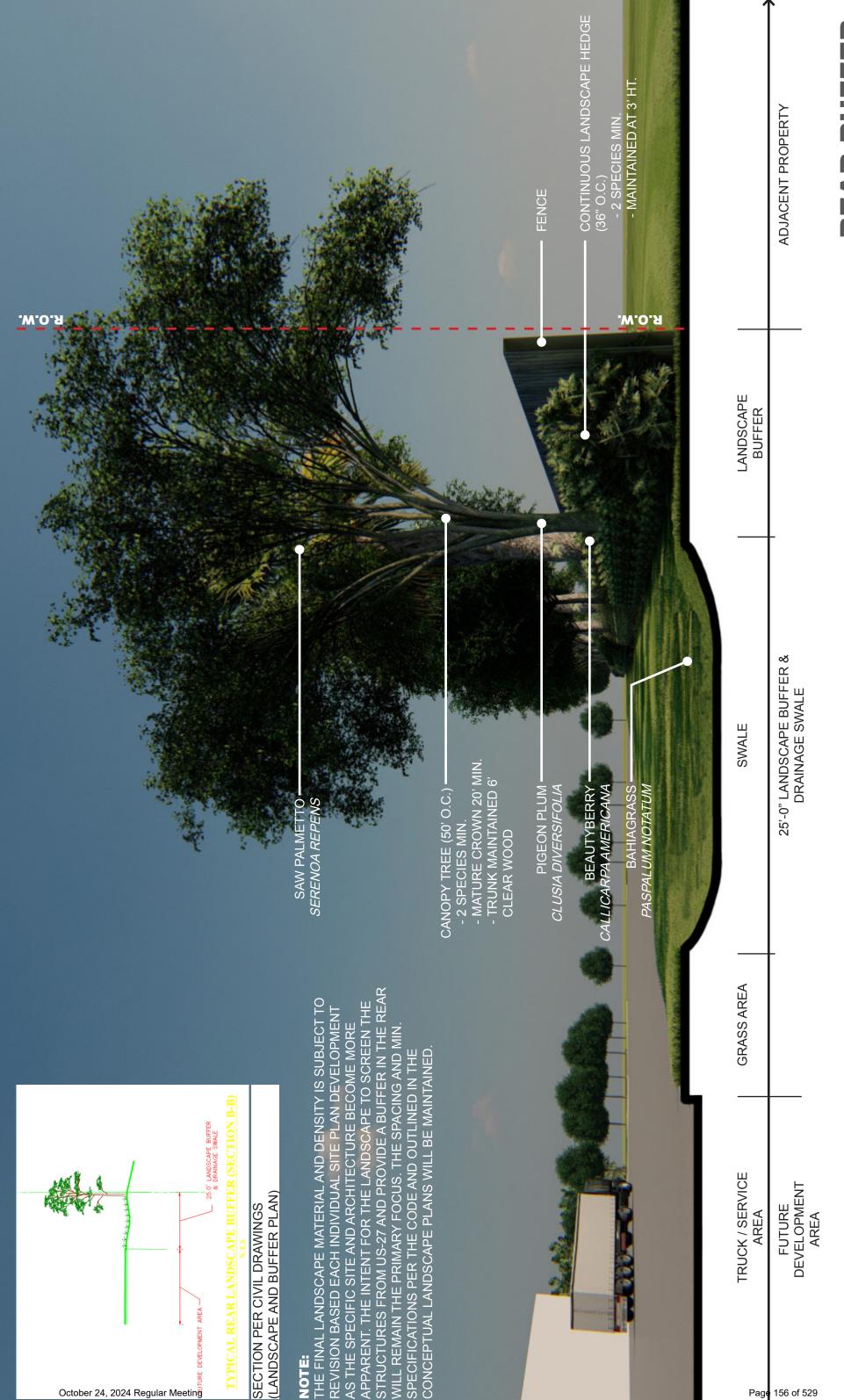
**CHRYSOBALANUS** COCOPLUM

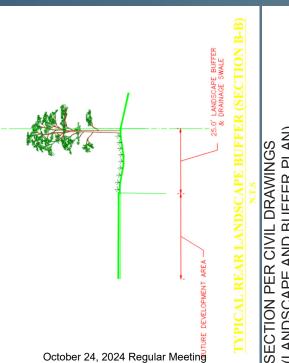
October 24, 2024 Regular Meeting



October 24, 2024 Regular Meeting







APPARENT. THE INTENT FOR THE LANDSCAPE TO SCREED STRUCTURES FROM US-27 AND PROVIDE A BUFFER IN TH REVISION BASED EACH INDIVIDUAL SITE PLAN DEVELOPI WILL REMAIN THE PRIMARY FOCUS. THE SPACING AND M SPECIFICATIONS PER THE CODE AND OUTLINED IN THE CONCEPTUAL LANDSCAPE PLANS WILL BE MAINTAINED.



**ARCHITECTURAL DESIGN GUIDELINES** 



DECEMBER 2023

October 24, 2024 Regular Meeting

ERON

Family of Companies

Page 157 of 529





55 SE 2nd Avenue Delray Beach, FL 33444 954-801-0449

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4. Roofs and Walls
5. Porches: Porches/Colonnades, Railings and Trim
6. Doors and Windows
7. Signage
8. Fencing
9. Best Practices – Exterior Lighting
10. Conceptual Renderings
Section 5: Modifications

List of Exhibits

- Exhibit "A" Legal Description of Property
- Exhibit "B" Conceptual Renderings

#### **Executive Summary**

The Town of Southwest Ranches ("Town") recently adopted amendments to its Comprehensive Plan and Unified Land Development Code to create the US Highway 27 Planned Business District in recognition that the United States Highway 27 ("US 27") corridor is unsuitable or marginal for rural residential use and is more suitable for light industrial and commercial development. The US Highway 27 Planned Business District allows carefully planned development that is designed to be compatible with adjacent rural residential uses and the Town's rural character and lifestyle. The Town Council indicated that an important component of this development is building design that utilizes Florida Vernacular architecture of Caribbean or Cracker style, or a combination thereof, on building facades that are visible from a public street and emphasized traditional components of Florida Vernacular including generous roof overhangs, colonnades, and sloped standing seam metal roofs. The Florida Vernacular is a style of architecture native to the region that is more commonly displayed on a variety of residential buildings. These Architectural Style Guidelines are a creative application of traditional Florida Vernacular design principles to light industrial and commercial development along the US 27 corridor and represent a commitment to the aesthetics of this architectural style while allowing for functionality of larger scale industrial and commercial developments situated along this major transportation corridor.

#### Section 1: Introduction

#### **<u>1.1 Introduction and Intent of the Guidelines</u>**

The US 27 Business Center is a +/- 58.7 gross acre planned development that is generally located along the east side of US 27 between Stirling Road to the south and the South New River (C-11) Canal to the north in the Town of Southwest Ranches within Broward County, Florida. The property subject to these Design Guidelines is more particularly described on Exhibit "A."

These guidelines are intended to provide a framework for the successful execution of quality commercial, flex, and industrial development of the Property defined within certain parameters of architectural design guidelines within the Town of Southwest Ranches and the US 27 Business Center. They address building composition, scale, and articulation to establish a measure of architectural consistency that accommodates diverse styles and uses of structures while adhering to a consistent Florida Vernacular architecture of Caribbean or Cracker style, or a combination thereof. The guidelines are also intended to facilitate the review process by making the architectural expectations of the community clear.

These Architectural Style Guidelines are intended to provide a guideline for architects, engineers, designers, and owner/developers to design their property and building elevations within the Town's framework but are not intended to limit innovative and creative adaptations of the Florida Vernacular Architectural Style elements typically exhibited on residential development for application to the commercial, flex, and industrial development proposed upon the Property. These Architectural Style Guidelines illustrate general design elements that the Town requires without limiting the design possibilities.

#### **1.2 Introduction to Florida Vernacular Architectural Style**

The Florida Vernacular is a style of architecture native to the region, historically constructed with a wooden frame and finished with wood siding. The origins of the style are adapted from multiple sources, including the Victorian (more common in the northern states), the Southern Plantation home, the Florida Cracker, Caribbean, and Florida Craftsman styles. The classical temple is heavily referenced in the Florida vernacular, as evidenced by gable-roof ends facing the street and simplified classical detailing. The front facade is often composed of double-height or stacked porches.

The Florida Vernacular Architectural Style is known for its practical details and construction that optimize functionality within the local region and climate. It is like a native language particular to a region or a specific place, and this traditional architectural language was most commonly displayed on a variety of residential buildings from the single-family room house to plantation, from farmhouse to townhouse. Defining characteristics of Traditional Florida Vernacular as well as general characteristics of Caribbean and Cracker style are included here to inspire application of the Architectural Style Guidelines provided in Section 4 below to the US 27 Business Center. These Architectural Style Guidelines are a creative interpretation of traditional Florida Vernacular architecture to the light industrial and commercial uses permitted for development upon the Property. In keeping with the spirit of Florida Vernacular design principles, the Architectural Style Guidelines allow for functionality of larger scale industrial and commercial developments situated along a major transportation corridor while maintaining the aesthetic qualities of traditional Florida design.

#### i. Defining Characteristics of "Traditional" Florida Vernacular

The traditional Florida Vernacular Architectural Style historically exhibited on residential developments is defined by the following characteristics:

- Roofs of the primary structure are typically gabled or hipped with slopes between 6:12 and 12:12.
- Roofing materials consist of standing seam or "V" crimp metal, asphalt shingles or wooden shakes.

• Roof overhangs are typically deep, between two and four feet, and have exposed rafter tails. Fascias on the gabled ends are deeper than those exposed along the eaves.

• When attic spaces exist, they are vented at the gable ends underneath the ridge and/or where the rafters meet the wall under the eaves.

• Exterior finishes are usually horizontal wood lap-siding, vertical board and batten, or wood shingles. Siding typically exposes 4"-6" to the weather, which is terminated with corner boards at building edges. Stucco finishes are also appropriate, though less common. Modern day building materials also include fiber cement siding.

• Doors and windows are vertically proportioned with wooden surrounds and sills. Horizontally proportioned openings are made of a grouping of vertical windows. Windows are always operable and historically double-hung, though casements and single-hung are also appropriate. The style uses a small palette of window and door sizes.

• Porches are integral to the style and prominent on the front facades. Porches extend along a large percentage of the ground floor elevations, often wrapping the corners to continue at some length alongside facades. Porch roofs are supported by posts positioned to create vertical or square openings between them. Porches are typically quite deep (at least 8 feet), creating outdoor rooms. The porch roof may have a different slope than that of the primary building, however, detailing and overhang depths should be consistent.

• The Florida Wood Vernacular building frequently has a raised, continuous base. Historically, the raised base protected the building from potential flooding, provided a measure of privacy for residences, and concealed a crawl space that allowed for ventilation.



Figure 1.2.1: Example of "Traditional" Florida Vernacular Architecture.

Figure 1.2.2: Example of "Traditional" Florida Vernacular Architecture.



Figure 1.2.3: Example of Caribbean Style Architecture.

#### ii. General Characteristics of the Caribbean Style

• Roofs of the Caribbean house are made of wood or asphalt shingles, metal, or slate. Roofs slopes are between 4:12 and 8:12 and are typically hip roofs.

• Roof overhangs are typically quite deep with exposed rafter tails and thin eaves. Often the overhang will kick out from the beam at a shallower roof slope to give the appearance of a canted roof. Brackets can be used at the overhang but are not used as extensively as is the case with the Florida Bungalow house.

• Exterior finishes are almost exclusively lower level stucco and upper level siding. Colors tend to be subtle with an emphasis on natural materials and earth tones. There is the extensive use of balconies supported by brackets, two story porches, louvered openings and shutters. Detailing and ornamentation is very simple and tectonic in its usage.

Windows and doors are of vertical and/or square proportions. Openings for doors and windows are deep and cast deep shadows as well as give the impressions of thickness and solidity. Windows can have divided lights, single lights, and may borrow light configuration from the Florida Bungalow or Craftsman languages. Windows are most commonly double-hung or casement. Window and door surrounds, when they exist, are made of stucco, stone, or wood.
The front porch is a common element and typically supports a second story balcony and is thereby under the primary roof. Loggias, like in the Mediterranean Revival, can be found on either the first or second story. Porches are augmented by bracketed second floor balconies.
Columns, posts, wooden and masonry balustrades, and brackets are all very common elements within this language. Columns are either smooth and round, or can be detailed as squared masonry piers. The most prominent feature of the Caribbean house is the clear distinction between the first and second floors; between the massive and the delicate, between masonry and wood.

#### iii. General Characteristics of the Florida Cracker Style

- Roofs of the Florida Cracker can be gabled or hipped with varying slopes. Slopes on the main body of the house are generally greater than those covering porches. This can be accomplished in the framing of a single roof, or in separate roofs.
- Roofing materials are typically wooden shakes or shingles, however, later examples of cracker homes feature metal, standing seam, or even barrel tile.



Figure 1.2.4: Example of Florida Cracker Style Architecture.



Figure 1.2.5: Example of Florida Cracker Style Architecture.

• Styles can differ, but two key elements help define Cracker architecture: ventilation and shade. Large openings and shallow building depths allow for cross ventilation, while the central stair often doubles as a ventilation shaft leading to a cupola to release warm air. Long roof overhangs and deep porches provide ample shade and also help to move water away from the foundations of the house during fierce downpours of rain.

• The porch helps to reduce solar heat gain, most of the Cracker style homes provide a large overhang or porch on the east/west sides of the house or a porch that wraps around three sides, leaving just the north side unprotected. This helps to reduce the severity of the morning and afternoon Florida sun.

• Floors of Cracker style homes are typically raised above-grade on pilings to provide air circulation under the house and to keep building materials dry.

• Windows are vertically proportioned and shuttered. Louvers can be incorporated into the shutters to allow for ventilation while still offering rain protection.

• The Florida Cracker home is typically wood framed. Cypress is a good siding material to resist termite infiltration.

• The Cracker home is rustic in nature. It typically incorporates simplified details and pure geometries. Houses are usually composed of a single mass, with the occasional wing.

#### 1.3 Introduction to the US 27 Business Center Design Guidelines

The Traditional Florida Vernacular style is generally more appropriate for smaller scale, freestanding residential buildings constructed of wood that are no more than three stories high. The Architectural Style Standards herein adapt the defining characteristics of the Florida Vernacular architecture and particularly Caribbean and/or Cracker style, for application to the light industrial and commercial structures permitted for development within the US 27 Business Center.

#### Section 2: Definitions and Abbreviations

Refer to the following sections of Town of Southwest Ranches Unified Land Development Code: Section 010-30 "Terms Defined," Section 070-020 "Definitions" applicable to signs, Section 075-020 "Definitions" applicable to landscaping, and Section 095-20 "Definitions" applicable to outdoor lighting Guidelines; the Definitions and Abbreviations in Section 2 of these Design Guidelines, and the Architectural Style Guidelines Definitions in Section 4.2, "Definitions". In the event of a conflict between definitions from the Town ULDC and these Design Guidelines, the terms of the Design Guidelines shall prevail in the application of these design guidelines.

- Architectural Style Guidelines: The Guidelines specified in Section 4 of these Design Guidelines.
- County: Broward County.
- Master Development Plan: The approved master development plan for the US 27 Business Center and any subsequent amendments thereto.

• Property: The property generally located along the east side of United States Highway 27 between Stirling Road to the south and the South New River (C-11) Canal to the north in the Town of Southwest Ranches within Broward County, Florida and more particularly described on Exhibit "A."

- Town: Town of Southwest Ranches.
- ULDC: The Town of Southwest Ranches Unified Land Development Code.

#### Section 3: Development Guidelines

The development Guidelines applicable to the Property shall be consistent with the provisions of ULDC Article 51 for the US Highway 27 Planned Business District. More specifically, the development Guidelines applicable to the Property shall be consistent with:

- Town ULDC Section 051-040 in effect at the time of adoption of these Design Guidelines and all references cited therein including, but not limited to the applicable provisions of:
  - o ULDC Article 15 "General Provisions,"
  - o ULDC Article 40 "Telecommunication Towers and Antennas,"
  - o ULDC Article 70 "Sign Regulations,"
  - o ULDC Article 75 "Landscaping Requirements,"
  - o ULDC Article 80 "Off-Street Parking and Loading," and
  - o ULCD Article 95 "Outdoor Lighting Guidelines;"
- The Architectural Style Guidelines specified in Section 4 below; and
- The Property's Master Development Plan including the following setbacks established pursuant to ULDC Article 051-040(B):
  - Front Setback: Twenty-five (25) foot minimum
  - Rear Setback: Twenty-five (25) foot minimum
  - Interior Side Setback: Zero (0) foot minimum
  - Street Side Setback: Twenty-five (25) foot minimum.

#### Section 4: Architectural Style Guidelines

The Town has adopted certain architectural requirements for new commercial, flex, and light industrial buildings within the US Highway 27 Planned Business District in order to enhance the Town's appearance along public corridors. Please see Town ULDC Section 51-040(J). The elements chosen for the Florida Vernacular Architectural Style of Caribbean and/or Cracker style were selected from the historic design features of the central and south Florida building tradition, such as roof overhangs, multi-pitched roof lines and use of pastel colors to enhance the elements originally developed in response to Florida's climate and that are consistent with the Town's rural character.

#### 1. Applicability

The Architectural Style Guidelines specified in this section shall, to the greatest extent possible, be applied to building facades that are visible from a public street and shall be applicable to all new construction in the US 27 Business Center, as well as additions or renovations to, or redevelopment

of, an existing building or project. Compliance with the requirements set forth in this subsection shall be demonstrated by submittal of building elevations and color and material samples at the time of site plan review.

#### i. Accessory Structures:

The Architectural Style Guidelines specified in this section shall also, to the greatest extent possible, be applicable to all accessory structures. Any accessory structure not meeting this requirement shall be screened to obscure visibility from public street.

#### ii. Exemptions:

Mechanical equipment such as gasoline pumps, air and vacuum machines drive-through menu boards and speaker stations, drive-through teller stations, ATMs and similar appliances which require direct access by the public shall be exempt from the Architectural Style Guidelines.

Utility equipment is exempt from the Architectural Style Guidelines including public utility equipment and commercial towers.

Portions of building facades that are screened from public streets by landscaping, fencing, buffering and/or adjacent buildings are exempt from the Architectural Style Guidelines. However, the main building color and/or material shall extend to all building facades.

#### 2. Definitions

- Balustrade: A type of railing.
- Barrel Vault Tile: A semi-circular roof material made of ceramic or metal, typically used on Mediterranean or Spanish style buildings.
- Chroma: The strength of a color; its saturation, brilliance or purity.
- Color Value: The lightness or darkness of a color against a white background.
- Column: A vertical support.
- Colonnade: An open structure created by a series of columns and/or arches.
- Eaves: The lower part of a roof projection beyond the face of the wall.
- EIFS: Exterior Insulated Finish System, an interlocking manufactured stucco panel.

• Fascia: A finish board or other material used to cover the ends of roof rafters.

• Gable: The triangular portion of a wall between the enclosing lines of a sloping roof.

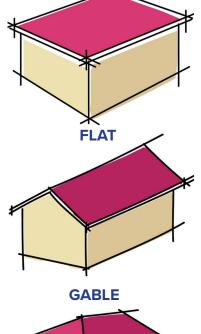
• Galvalume: A tin-coated metal panel used in metal roof systems.

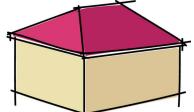
• Gingerbread: The ornamental wooden millwork common on many Victorian buildings.

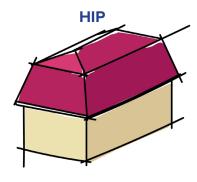
• Hip Roof: A roof in which all sides are roofed from peak to eaves, with no gabled sides, usually rectangular and pyramidal, but may have more than four sides.

- Kynar: A powder-coated metal finish available in many colors.
- Lumen: A quantifiable measure of light.

• Mansard: A false roof projecting over the front of a building; a sloping section of an exterior wall above the functional roofline or deck of a building at an angle with the exterior wall from which it extends.







MANSARD

- Parapet: A vertical wall system used to conceal roof appliances.
- Pastel Color: Using the Munsell System for Color Notation, a color having
- a value of 7 or greater and a chroma of 8 or less.
- Pilaster: A column attached to a wall.

• Porch: An open, floored area covered by a roof, extending along a facade.

• Soffit: The covering panels under a roof overhang, on the eaves.

• Slope: A ratio of length divided by height (example: 3:1 = 3 feet run in length to 1 foot rise in height).

- Surround: Framing elements around a door or window.
- Spandrel: A decorative open panel spanning the space between two columns, below the fascia board.
- Trim: Non-structural millwork used to adorn porches, columns, windows and doors.
- Wood Shake: A heavy, dimensional wood shingle.

#### 3. Building Massing and Relief

#### i. Building Composition of "Traditional" Florida Vernacular

Key Massing Elements of the Florida Vernacular language display one to three volumetric components and can be symmetrically or asymmetrically composed. If more than one building volume is used, different roof pitch orientation and building placement distinguish among them. Massing utilizing three building volumes frequently establish a symmetrical composition. Traditionally constructed of wood, the Florida Vernacular style is generally more appropriate for smaller scale, free-standing buildings no more than three stories high. Florida Vernacular architecture is composed of a first story base, a one or two-story middle, with a pitched roof, typically occupiable, defining the top. The base always incorporates a porch/colonnade or arcade or provides shade from a projecting second story balcony or awning that are integral elements of the building.

Typically, building facades have a regular rhythmic pattern set by the intercolumniation of the porch/colonnade and continued by the vertically proportioned windows and doors. The facade is composed of repetitive bays and a limited palette of window and door sizes for consistency. Distinguishing elements of the Florida Vernacular Architecture can also be found at the top.



Figure 4.3.1: A good baseline of Florida Vernacular Architectural Design Style in a commercial/retail setting.

Elements such as feature windows, articulated roof lines, attic vents, and dormers generally populate the tops of structures.



Figure 4.3.2: Exterior variety of pastel shades and trim colors shall be white/light pastels.

#### ii. Best Practices – Massing and Relief within the US 27 Business Center

The application of "Traditional" Florida Vernacular to commercial, flex, and light industrial structures requires adaptation of the architectural style typically and historically exhibited on residential applications. Basic principles of the Florida Vernacular Architectural Style are practical details and construction that optimize functionality within a specific place. The following guidelines for massing and relief of building facades visible from a public street provide a strategic approach to achieving the aesthetic of Florida Vernacular Architectural Style while maintaining the constructibility and functionality of commercial, flex, and light industrial structures permitted for development upon the Property.

All facades visible from public streets are required to meet the Architectural Style Guidelines herein to the greatest extent possible and should have elements to relieve the sense of a solid monolithic mass that complements the scale of surrounding structures and the proposed building. All building facades visible from public streets should be designed to result in structures giving the appearance of being varied in terms of height, and bulk through horizontal and vertical articulation, building undulation, and/or changes in building materials and adornments resulting in meaningful breaks in the building facade. The appropriate scale for breaks in the building facades shall be based upon the size of each individual building. However, (1) areas of continuous linear run along a main facade facing public rights-of-way shall have a minimum sixteen (16) inch break every one hundred (100) feet by using a directional or material change and (2) areas of any facade visible from public streets that are unadorned may not exceed 25% of the facade or fifty (50) linear feet. Any area over this size must have design elements to relieve the blank area. Items such as, but not limited to, porches, pilasters, colonnades exterior lighting, angle, material or elevation changes, planters, and spandrel glass windows are suitable methods for obtaining relief in large buildings. The appropriate articulation of each building shall be finalized at the time of site plan review and shall be based upon the size of each individual building, the relationship to existing development within the Property, and visibility from the public street.





Figure 4.3.3: The use of windows, roofs and roof lines, colors, and material changes using Florida Vernacular.



Figure 4.3.4: There should be no facade that has more than 100' of run without a minimum 16"break in directional or material change.

#### 4. Roofs and Walls

#### i. Roofs

Although a parapet wall, where part of the exterior wall is exposed above the front porch roof line, is not a typical design element used in Florida Vernacular construction, parapet walls are permitted to allow for the application of Florida Vernacular style to commercial, flex, and industrial development and shall meet the design requirements outlined within these Architectural Style Guidelines. Parapet walls shall include vertical articulation at a scale appropriate for the size of the building.

Suitable solutions for a parapet wall are a wall cap or a mansard roof. The cap or roof shall be complementary to the overall design intent of the building. To the extent feasible to maintain the functionality of larger scale light industrial structures, mansard or hipped roofs shall be preferred over parapet walls. Mansard roofs are typically used to provide some of the look of a hip roof when the roof would be too large for the practical application of a hipped or gable roof.

All mansard, hipped or gable roofs must have a minimum 3:12 pitch. Hipped or gable roofs shall not exceed a 5:12 pitch, and mansard roofs shall not exceed a 9:12 pitch. Multiple roof systems with matching roof slopes are permissible. Buildings with multiple sloped roofs shall be designed so that the upper slope(s) shall be greater than or equal to the lower slope(s). Porch roofs shall be a lower pitch than the main roof.

A minimum six (6) inch overhang is required for any roof structure. Low slopes ("flat") roof systems are permitted when screened by a mansard roof or parapet wall meeting these design guidelines.

A standing seam metal roofing panel or metal shake roof is acceptable. Metal roof finishes shall have a Galvalume, Kynar 500 or equivalent finish. A 5-tab dimensional shingle roof or manufactured equivalent of a wood shake roof is acceptable. Unarticulated roof lines or Mediterranean-style tile roofs are not permissible.



Figure 4.4.1: Example of metal shake roof.



Figure 4.4.2: Example of 5-Tab shingle roof.



Figure 4.4.3: Example of Florida Vernacular Style "mansard" roof.



Figure 4.4.4: A variety of flat and pitched roofs are permitted.



Figure 4.4.5: Exterior and Trim colors shall be white, earth toned or light pastels.

Roof colors should relate to or complement adjacent buildings within the Property. The range of acceptable colors is wide and can include a simple scheme of natural materials and colors or a pastel and more vibrant scheme of colors reminiscent of Key West style including shades of yellow, green, blue in harmony with the natural environment.

#### ii. Walls

- The predominant exterior color shall be pastel shades, beige or white; predominant exterior earth tone colors are not acceptable except in brick.
- Manufactured brick or materials that have the appearance of brick or coquina are acceptable. Horizontally struck stucco, applied stucco finish, board and batten, wood or vinyl siding, and stained hardwood panels are also considered acceptable finishes.
- Trim colors shall be white, earth toned or light pastels. ("Trim" shall be considered railings, door and window surrounds, soffits, shutters, gutters and downspouts, and other decorative elements).
- Structures clad with metal are permissible. Internal bracing must be certified to accept additional finishes or structures applied to the exterior metal panels. No external "X" bracing is to be visible on any front facade. Finish panels must be able to accept a painted finish. All exterior wall finishes and colors must meet these design guidelines. All design requirements must be met for metal-clad structures as for any other new structure.
- The main exterior color shall be applied to all building sides meeting these design guidelines.

#### 5. Porches: Porches/Colonnades, Railings and Trim

Porches/Colonnades are required at main entrances with a minimum depth of sixty (60) inches and shall have wood, aluminum or rustproof metals, composite materials, or other traditionally accepted Florida Vernacular materials to create the appearance of light framed wood columns and railings. Other items such as spandrels and fretwork trim are also required as design elements for the porch structure. Vinyl or metal elements are acceptable provided that these materials meet

the design requirements outlined within this guideline. Colors for finishes shall be white, earth toned or shades of pastel. Exposed lookout beams shall also have suitable finishes compatible with the porch/colonnade and other building elements.

Railings and balustrades shall have the appearance of wood pickets or ornamental turned or sawn posts and be secured to vertical support columns made from suitable materials such as wood, metal or other structural materials. The design and finish color of the railing shall be sympathetic to the overall design of the structure. All porch and balcony railings and balusters must of wood, aluminum or rustproof metals, meet all Florida building code requirements. Lattice as a railing element is not acceptable.

Any trim shall have the appearance of decorative wood elements, created from wood, aluminum or rustproof metals, composite materials, or other traditionally accepted Florida Vernacular material and shall be secured to the support beams and/or columns. Trim shall be constructed from wood, metal or other suitable materials. The design and finish color shall be sympathetic to the overall design of the structure. Decorative trim work shall be white, earth toned or light pastels in color that differs from the predominant exterior color of the structure.

Gingerbread trim and/or porch railings, columns or posts must be constructed of wood, aluminum or rustproof metals, composite materials, or other traditionally accepted Florida Vernacular materials to create the appearance of light framed wood construction.



Figure 4.5.1: Gingerbread trim and/or porch railings, columns or posts must be constructed composite materials, or other traditionally accepted Florida Vernacular materials to create the appearance of light framed wood construction



Figure 4.5.2: Florida Vernacular "Commercial" porch / colonnade.

#### **6.** Doors and Windows

#### i. Introduction and Applicability

The following materials, configuration, and techniques help ensure building architecture is designed for optimized functionality within the local region and climate.

#### ii. Materials

(1) Storefront door and window frame colors shall be white or bronze, and made from aluminum or other rustproof metal. Frameless glass doors and butt-jointed glazing are permitted.

(2) Storefront windows should not be tinted so as to obscure the display of merchandise to persons on the sidewalk. Mirrored tinted is not permitted.

(3) Door hardware shall be white, bright brass (lacquered finish not recommended), brushed chrome, brushed aluminum, or stainless steel finish.

(4) Shutters shall be made from a rot resistant wood (e.g., cedar, redwood and mahogany), composite, aluminum or other rustproof metal.

#### iii. Configuration & Techniques

(1) Doors shall be full glass, panels, or glass and panels. Panels in rectangular doors shall be rectangular.

(2) Panels shall be recessed or raised. A pair of French doors shall be no wider than 75% of their height. Flush doors are prohibited from building facades visible from a public street.

(3) Garage doors shall be sectional overhead, panel overhead, side-hinged and made aluminum or other rustproof metal. Overhead doors are permitted to face public streets and should be finished with a color complementary to the main building color and screened to the extent feasible via the use of architectural adornments such as awnings.

(4) Individual door, window and porch openings, when rectangular, shall be square or of vertical proportion not less than 1 to 1.5.

(5) Window types shall be casement, awning, hopper, double-hung or triple-hung.

(6) Buildings shall have adequate window openings on the front facade and other sides where the building is setback at least five feet from adjacent buildings. All air-conditioned spaces and rooms with an exterior wall shall have at least one window opening. Window openings shall be proportionally spaced.

(7) Windows on the second floor and above shall vertically align with first floor windows.

(8) Shutters shall be fixed open. Paired shutters shall be half the width of the sash they cover. A single shutter shall match the width of the sash it covers.

(9) Three types of shutters are permitted: flat board shutters, paneled shutters (most common at the street level), and louvered shutters. Curved-top shutters may be either bow spring arched or full



Figure 4.6.1: Variety of techniques of Florida Vernacular design and application for windows.

Roman arches according to the shape of the window and may be board, paneled or louvered. (10) Casing at doors and windows should be at least  $3\frac{1}{2}$ ". Head casing shall be equal to or wider than jamb casing and may have a drip cap and/or flashing.

#### 7. Signage

All signage shall comply with the applicable Guidelines and requirements of Town ULDC Article 70, Sign Regulations. The design of signage shall complement the building architecture and site design. Background materials shall be white or shades of pastel. The frame shall match the exterior building color. Monolithic sign supports shall be similar in size, scale, mass and character of the exterior building elements.

(1) Routed wood or composite signs are acceptable and should be similar to the building colors and materials.

(2) The sign font shall be sympathetic to the overall building design.

(3) Gingerbread trim, metal ironwork and decorative finishes are acceptable design elements and are encouraged.

(4) Lighting of signs shall be LED. Light boxes panels are not permitted unless with opaque surface except for routed or extruding copy. Neon, animated and strobe lighting are not acceptable.

(5) Landscaping is required around the base of all freestanding signs.

- (6) Handicap and safety/warning signs are exempt from these requirements.
- (7) Traffic and safety control-related signs are exempt from these requirements.





Figure 4.7.1: Example of acceptable Florida Vernacular Signage.

Figure 4.7.2: Example of acceptable Florida Vernacular Signage. Figure 4.7.3: Example of acceptable Florida Vernacular Signage.

#### 8. Fencing

Fencing shall comply with Section 051-040(O) of the Town ULDC, which states that fences and walls shall not exceed eight (8) feet in height unless specifically authorized on an approved site plan and states that the outside perimeter of fencing and walls visible from public rights-of-way shall be lined with a continuous hedge maintained at a height of at least six (6) feet unless the Town Council waives the requirement upon finding that the fencing is of architectural or decorative quality in keeping with the guidelines below.

Fences should provide closure by connecting with other fences, hedges, walls or buildings and by being equipped with gates wherever openings greater than 4' in width occur. Openings for driveways may include gates at, or inside, the property line.

#### Materials and Fence Types

 Fences shall constructed of wood, composite materials, rustproof metals (including coated chain link), or PVC. All fence posts are required to be set in concrete or gravel such that the concrete or gravel is buried and not visible after installation.
 Wooden Picket consists of raw, sealed, stained or painted wood in either in pre-fabricated panels or site built. Pickets are vertical oriented and typically include decorative posts with under scalloped pickets.

(3) Shadowboxes are privacy fences that are designed to allow for airflow. Shadowboxes alternate wood pickets to create openings that may or may not allow light to penetrate the pickets. The slats may be oriented vertically or horizontally.

(4) Wooden Rail is a simple post and rail system that consists of milled or natural wood and has no pickets.

(5) Wooden Panel is the most common fence and is typically fully opaque with butted or overlapped slats. The fence consists of three rails, posts and pickets. Pickets may be under or over scalloped but are typically flat.



Figure 4.8.1: Example of wooden rail fence.



Figure 4.8.2: Example of wooden panel fence.

(6) Black Aluminum consists of 3 or more rails with evenly spaced pickets. The bottom pickets extend beyond the bottom rail and leave 1" or more of space from the ground place. The pickets may terminate into the top rail or come to a decorative point.

(7) Chain Link fencing shall be 8' maximum height. If visible from public rights-of-way, the outside perimeter shall be lined with a continuous hedge maintained at a height of at least 6'.
(8) Masonry Knee Walls may consist of brick, block, split face block, precast masonry or poured in place. The knee wall is typically 2' to with a maximum of 4' in height. Columns may be 4' in height and no more than 2' wide.

(9) Masonry & Masonry Combinations consist of masonry columns with a connecting masonry wall. Rear and side yard masonry walls may not exceed 8' in height. Front, rear and side yard masonry walls and columns are limited to 8' in height. Columns must be 2' wide or less. Masonry Combinations of metal and wood may be used to meet the maximum fence height.

#### 9. Best Practices – Exterior Lighting

The Town recognizes the need for adequate lighting for safety, security, and informational purposes (signs). All outdoor lighting shall comply with Article 95 of the Town ULDC, Outdoor Lighting Guidelines. The lighting Guidelines are intended to preserve the rural character of the Town. The following practices shall be applicable to all new construction within the US 27 Business Center:

(1) Parking lots shall be illuminated with sufficient lighting for security, and the lumens shall fall to zero (0) at the property line. Ambient outdoor lighting impacts shall be further mitigated by limiting the height of parking lot lighting fixtures to twenty-five (25) feet.

(2) Exterior lighting should be of glare-resistant lenses. Lighting should be recessed into a lighting case, cabinet or soffit wherever possible.

(3) The use of MV (mercury vapor), HPS (high pressure sodium), LPS (low pressure sodium), or SOX (Sodium oxide) lighting is discouraged for parking lot and building illumination.

(4)Neon and strip LCD lighting; prohibited for buildings or sign accents.

(5) Strobing, UV (ultraviolet) or animated lights are prohibited.

(6) Laser lighting or animation, and similar effects are prohibited.

(7) Landscape lighting is permitted. All lights in this category should be shielded so as to not cause undue glare for adjacent vehicular or pedestrian traffic.

(8) Light fixtures and cabinets shall complement building architecture.

(9) Permitted use of solar, QL (quartz light), white LED, and other energy efficient lighting systems.

#### **10.** Conceptual Renderings

Please see the conceptual renderings attached hereto as Exhibit "B" for an illustrative example of application of the Architectural Style Guidelines described herein.

The provided conceptual renderings of the Light Industrial, Commercial/Retail and Flex Warehouse are our aspirational conceptual development and interpretation of how to apply Traditional Florida Vernacular design styles (created for wood frame residential construction) to industrial and commercial scale buildings. These conceptual renderings show a variation of massing, size, shape, use, and colors to reflect the property owner's aspirational intent to deliver a development that complies with and adheres to the design guidelines outlined with the written document and conceptual renderings. These serve as a baseline intent, while full architectural development of each building will occur and will need to be reviewed and approved in further detail as site planning phases are engaged.

#### Section 5: Modification

These Design Guidelines may be modified pursuant to approval by the Town Council except that Town Administrator shall have jurisdiction to approve minor adjustments to the Design Guidelines without reconsideration by the Town Council.

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### Exhibit "A"

Legal Description of Property

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### **LEGAL DESCRIPTION**

A PORTION OF TRACTS 51, 52, 61, AND 62, OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89°46'19" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET; THENCE NORTH 01°19'41" WEST, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89°57'39" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 90.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°20'39" EAST, 322.40 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 24°26'02" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CENTRAL ANGLE OF 24°12'21", AN ARC DISTANCE OF 781.52 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°46'15" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE 97.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 45°14'08" WEST, 69.95 FEET; 2) NORTH 00°50'31" WEST 150.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 3) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1442.00 FEET AND A CENTRAL ANGLE OF 11°36'38", AN ARC DISTANCE OF 292.21 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE SOUTH 89°57'39" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 933.35 FEET TO THE POINT OF BEGINNING.

### AND

TRACTS 71, 90, 103, & 122, AND PORTIONS OF TRACTS 6, 7, 8, 25, 26, 39, 40, 57, 58, 72, 89, 104, & 121, OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, AND THE PLATTED RIGHTS-OF-WAY ADJACENT THERETO, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 89°51'57" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 FOR 328.93 FEET; THENCE NORTH 02°25'14" WEST 10.01 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR SECTION 86060-2516 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1) CONTINUE NORTH 02°25'14" WEST 45.04 FEET; 2) NORTH 45°29'17" WEST 70.27 FEET; 3) NORTH 00°50'31" WEST 4478.25 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; 4) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 11°47'41", FOR AN ARC DISTANCE OF 279.55 FEET TO A POINT OF TANGENCY: 5) NORTH 10°57'10" EAST 200.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; 6) NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 11°47'41", FOR AN ARC DISTANCE OF 296.85 FEET TO A POINT OF TANGENCY; 7) NORTH 00°50'31" WEST 150.00 FEET; 8) NORTH 44°45'52" EAST 71.46 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF GRIFFIN ROAD; THENCE NORTH 89°46'15" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 94.04 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 12°22'13", FOR AN ARC DISTANCE OF 425.29 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°12'20" EAST ALONG SAID WESTERLY BOUNDARY 665.12 FEET TO A POINT ON THE NORTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE", AS RECORDED IN PLAT BOOK 110, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 89°46'19" WEST ALONG SAID NORTH LINE 350.00 FEET TO THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 89°23'54" WEST 27.00 FEET TO A POINT ON A LINE 27.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG SAID PARALLEL LINE 712.00 FEET; THENCE NORTH 89°23'54" EAST 27.00 FEET TO A POINT ON SAID WEST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 00°11'26" EAST ALONG THE WEST LINE OF SAID "SHARON GARDENS MEMORIAL PARK REVISION THREE" AND SAID "SHARON GARDENS MEMORIAL PARK" 1579.82 FEET; THENCE NORTH 89°49'12" EAST ALONG SAID WESTERLY BOUNDARY OF "SHARON GARDENS MEMORIAL PARK" 128.21 FEET; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINES OF SAID TRACTS 71, 90, 103, AND 122 AND THE EXTENSIONS THEREOF 2631.36 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 56.546 ACRES, MORE OR LESS.

### Exhibit "B"

### **Conceptual Renderings**

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# US-27 BUSINESS CENTER DESIGN EXHIBITS

PREPARED FOR BERGERON FAMILY OF COMPANIES I SEPTEMBER 05, 2023





Light Industrial Exterior - Typical Front View US-27 Business Center Southwest Ranches, Florida



October 24, 2024 Regular Meeting



# Light Industrial Exterior - Typical Side View US-27 Business Center Southwest Ranches, Florida



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# Commercial/Retrail Exterior - Typical Front View US-27 Business Center Southwest Ranches, Florida



October 24, 2024 Regular Meeting





# Commercial/Retrail Exterior - Typical Side View US-27 Business Center Southwest Ranches, Florida





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Flex Warehouse - Typical Side View US-27 Business Center Southwest Ranches, Florida

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### TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

- **DATE:** October 24, 2024
- **SUBJECT:** Land Use Plan Amendment Application No. PA-20-8 Rezoning Application No. RZ-24-23
- **LOCATION:** Generally located on the east side of US Highway 27 between the C-11 Canal to the north and Stirling Road to the south.

OWNER/Bergeron US 27, LLCPETITIONER:Bergeron SW Ranches US 27, LLC

- AGENT: Keiser Legal, PLLC; Heather Jo Allen, Esq., AICP
- **REQUESTS:** 1) Amend the Future Land Use Map designation of approximately 58.7 acres from Agricultural to US Highway 27 Business.
  - 2) Rezone approximately 58.7 acres from A-1, Agricultural Estate to US Highway 27 Planned Business District.
- **PUBLIC NOTICE:** Newspaper advertisement, sign posting and mail notices to Town property owners within 1,500 feet of the subject property

**EXHIBITS:** Exhibits to this staff report:

Location Map Existing Future Land Use Map Existing Zoning Map

Exhibit to the Rezoning Ordinance:

Master development plan, including architectural style standards

Backup materials to the rezoning application:

Property survey Petitioner's justification Mail notice radius map Mailing list

### **BACKGROUND AND PROCESS**

The Town created the US Highway 27 Business land use category in January 2017 via Ordinance No. 2017-02. The category applies exclusively to land that abuts the US 27 corridor. The Town amended the category in February 2021 via Ordinance No. 2021-006. Ordinance No. 2021-007 adopted the companion zoning regulations.

An applicant seeking a land use plan amendment to US Highway 27 Business must file a concurrent application for rezoning to US Highway 27 Planned Business District, which requires an applicant to submit a conceptual master plan and architectural design guidelines.

A Broward County Land Use Plan amendment is also required before the Town can change the land use and zoning. Should the Council approve the applications, the Broward County land use plan amendment process will into mid-2025. The Town can expect to adopt the land use plan and rezoning ordinances on second reading at the conclusion of the Broward County amendment process.

### **RELATED APPLICATIONS**

*Plat.* The amendment site must be platted prior to issuance of any building permit. The applicant submitted a plat for review.

*Master development plan amendments.* Since the Petitioner did not provide level of detail and specificity required prior to approval of a site development plan, one or more amendments to the master development plan will be required.

*Site plans.* Full site plans are required prior to construction, and subject to Council approval. The applicant will submit site plans for individual parcels as they are ready to be developed.

*Development agreement.* The applicant submitted an application for development agreement that seeks to guarantee the ability to develop the amendment site under the existing comprehensive plan policies and zoning regulation. The development agreement is under review.

### **APPLICATION HIGHLIGHTS**

Net site area: 56.55 acres • Proposed retail/commercial: 116,000 square feet on 14.70 acres • Proposed light industrial: 600,00 square feet on 38.19 acres • Wetland mitigation: 3.66 acres Layout: Commercial nodes at Stirling, Griffin roads (see master development exhibit) US 27 (1 driveway) Access:

US 27 (1 driveway) Griffin Road (4 driveways) Stirling Road (2 driveways) (see master circulation and access exhibit)

### MASTER DEVELOPMENT PLAN

A land use plan amendment to US Highway 27 Business is required to be accompanied by an application for rezoning. The US 27 Zoning regulations require submittal of a master development plan. The Petitioner's master development plan includes the following components:

### Master land use plan:

Provides for up to 116,000 square feet of retail/commercial use on 14.70 acres (2.0 acres at Stirling Road and 12.7 at Griffin Road (both side), and 600,00 square feet light industrial use on 38.19 acres. The maximum amount of light industrial use would be slightly less than twice the amount proposed for the BBX site. The maximum amount of retail/commercial would be commensurate with the developed floor area of Coquina Plaza within the Town south of the main east-west access road (i.e. excludes Lowes, OPH, self-storage, etc.).

The US 27 District is a planned development district, meaning that the applicant has the flexibility to propose certain development standards based upon locational contexts and the unique impacts of different land uses. As such, the master development plan proposes 25-foot setbacks from all streets (including the US 27 frontage road), 25-foot setbacks from rear property lines, and no internal side setback requirement. Building height would be as provided in the district regulations.

Master circulation and access plan:

Provides for one driveway onto US 27 via a frontage road that would run parallel to US 27 from Stirling road to Griffin Road and provide circulation between and access to individual development parcels or sites. A second access drive onto Stirling and Griffin is shown for the commercial parcels. The 9.23 acres of commercial located north of Griffin Road would obtain its access from driveways onto Griffin Road. The access points onto Stirling Road and Griffin Road will be further evaluated at the time of platting, noting that FDOT has restricted the frontage road driveway onto Stirling Road to right in, right-out.

### Master utilities plan:

Provides for schematic drainage and extension of Pembroke Pines water and sanitary sewer lines north along US 27.

### Master landscape plan:

Provides for the location and minimum depth of perimeter landscape buffers and thematic landscaping information for the perimeter buffers and property frontage treatment on US 27, Stirling and Griffin roads. Specifically, the plan provides for:

- 25-foot landscape area and swale along US 27 with typical plant materials
- 25-foot landscape area and swale along the east (rear) boundary of the development parcels with typical plant materials.
- Architectural style standards:

Provides for an adaptation of Florida Vernacular architecture to industrial buildings. This architecture has routinely been applied to retail and low-rise office development, but not industrial buildings. The standards include a combination of requirements and guidance

to best apply this architectural style to industrial buildings and to allow for creativity in specific building design.

### IMPACTS TO PUBLIC FACILITIES

### <u>Roads</u>

Projected 2045 traffic without the amendment is projected to be near capacity on Sheridan Street east of SW 172<sup>nd</sup> Avenue and on Griffin Road east of Dykes Road. The amendment would cause this portion of Sheridan Street to exceed capacity, while the levels of service on Griffin Road east of Bonaventure Boulevard will be near capacity. Levels of service (LOS) are provided below. The design capacity of the various roadways is represented by a LOS of D. A driver will experience a LOS D as relatively congested. A LOS of E or F represents traffic volumes that exceed design capacity. Broward County Planning Council will perform its own traffic impact analysis and may require mitigation measures where impacts are significant and where the amendment would cause the LOS to fail.

Road	2023	2045	2045 with LUPA Traffic
US 27	В	В	С
Sheridan St. E. 196 Ave.	D	D	E
Griffin Rd. W. 172 Ave.	С	С	С
Griffin Rd. E. 172 Ave.	D	D	D
Griffin Rd. 160 Ave. to I-75	D	D	D
Stirling Road W. of 192 Ave.	В	D	D

Generalized PM Peak Hour Levels of Service

### Potable water and sanitary sewer

The applicant provided a letter from the City of Pembroke Pines indicating a capability and capacity to serve the property. The Town Council recently adopted an amendment to the comprehensive plan authorizing municipal water and sanitary sewer service from providers other than Sunrise. The applicant will need to obtain a service agreement from Pembroke Pines.

### <u>Parks</u>

The amendment does not increase demand for parks.

### <u>Schools</u>

The amendment does not increase demand for schools.

### <u>Drainage</u>

The applicant has provided a drainage analysis as part of the application backup. The analysis provides for perimeter stormwater retention swales to collect and distribute stormwater to three proposed outfalls. The proposed onsite wetland mitigation area will also provide stormwater attenuation. During site planning for development, secondary stormwater conveyance systems will be designed and permitted for direct connection to the perimeter swale and berm system.

The onsite wetland mitigation area is currently 3.66 acres to be under conservation easement. Offsite mitigation is provided through purchase of 10 credits from the Hole in the Donut Mitigation Bank

### <u>Solid waste</u>

The applicant has provided a letter from Waste Management confirming its ability to serve the amendment.

### ANALYSIS

The following Comprehensive Plan policies and ULDC requirements provide specific direction for land use along US 27 under the US Highway 27 Business designation.

**FLUE POLICY 1.8-a:** The Town Council shall consider the extent to which each application submitted for land use plan amendment, rezoning and development furthers the intent and spirit of the policies hereunder in determining whether to approve the application.

**FLUE POLICY 1.8-b:** A petitioner for the US Highway 27 Business designation shall demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

Staff finding: the Applications cite the tax revenue that will be generated by development of the amendment site and the unsuitability of the amendment site for rural residential use. Both justifications are consistent with the reasons for the Town's establishment of the requested land use category.

**FLUE POLICY 1.8-c:** No US Highway 27 Business designation may border any parcel with a rural land use plan designation. This shall not apply to any rural residential parcel under unified control with a property designated US Highway 27 Business.

Staff finding: one of the parcels within the Applications border a parcel with a rural land use plan designation.

**FLUE POLICY 1.8-d:** There shall be no nonresidential, nonagricultural building, structure, parking, storage or use within two hundred (200) feet of an abutting local Town street other than Stirling Road, nor shall there be any such structure, parking, storage or use within two hundred (200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated US Highway 27 Business. Open space use, including buffers and drainage retention for a US Highway 27 Business use is not subject to this restriction

*Staff finding: this Policy shall govern the proposed locations of buildings proposed via amendment to the master development plan.* 

**FLUE POLICY 1.8-e:** Access to development shall be from US 27, Stirling Road, or Griffin Road only.

Staff finding: the master development plan provides for access only from US 27, Stirling Road and Griffin Road.

(i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an application to amend the Land Use Plan Map to US Highway 27 Business until a conceptual master access management plan ("access plan") shall have been accepted by the Florida Department of Transportation (FDOT) for the entire US 27 corridor within the Town.

Staff finding: the Petitioner obtained a pre-application approval from FDOT for its single driveway opening onto US Highway 27 utilizing a frontage road concept within the FDOT right-of-way. The approval will need to be renewed, as it expired in May, 2024.

(ii) It shall be the responsibility of an applicant for such map amendment to prepare the access plan and coordinate its acceptance by FDOT and Broward County Highway Construction and Engineering Department, and to coordinate the plan with owners of all other properties with frontage on US 27.

Staff finding: the Petitioner will be required to coordinate the access plan with Broward County HCED as it pertains to driveways accessing Griffin Road. The Petitioner is the only property owner on the east side of the US 27 corridor within the Town.

(iii) The access plan, as may be amended with the consent of FDOT, shall be binding upon all properties.

Staff finding: the master development plan, inclusive of access and circulation, is consistent with the FDOT conceptual access approval and will control access to all parcels within the amendment site.

(iv) The Town will not approve a plat application for property fronting US 27 until the applicant has submitted the plat to FDOT for review and obtained approval.

Staff finding: the Town will enforce this Policy prior to plat approval.

**FLUE POLICY 1.8-f:** Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, per the US Highway 27 Business Category permitted uses subsection of this Element.

Staff finding: the master development plan limits the F.A.R. to less than 0.32 based upon the developable area of the amendment site, excluding wetland mitigation and rights-of-way.

**FLUE POLICY 1.8.g:** Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

Staff finding: the master development plan reflects this requirement.

**FLUE POLICY 1.8-h:** Every development shall provide at least twenty-five percent (25%) pervious area.

Staff finding: the master development plan requires 25 percent pervious area.

**FLUE POLICY 1.8.i:** Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. Developers shall provide Florida Vernacular architecture of Caribbean or Cracker style, or combination thereof. This architecture generally promotes generous roof overhangs, colonnades, porches and balconies, and sloped standing seam metal roofs. The land development regulations shall provide further architectural guidance. The Town Council may approve variations that are consistent with the Town's rural character. However, stucco walls in combination with flat, unarticulated rooflines or Mediterranean-style tile roofs that are typical of commercial development in South Florida are prohibited as a means of complying with the architectural requirement.

Staff finding: the amendment site does not border any property with a rural land use plan designation. The master development plan does include perimeter landscape buffers. The master development plan includes architectural design standards consistent with the Florida Vernacular architecture of Caribbean style.

**FLUE POLICY 1.8-j:** Developments shall be designed and operated so as to minimize demand for public safety services both on and off-site. This may include using Crime Prevention Through Environmental Design principles, careful selection of businesses and land uses, avoiding late night operating hours, erecting barriers adjacent to rural residential uses, and providing on-site security.

### Staff finding: this Policy shall be enforced during the site planning process.

**FLUE POLICY 1.8-k:** Developments shall adhere to the Town's dark-sky outdoor lighting regulations and policies, and are strongly encouraged to take additional measures that mitigate the development's ambient lighting impact on the Town. By way of example, a development could reduce the height of parking lot lighting fixtures by spacing the lower fixtures closer together, using advanced cut-off designs, and limiting the hours during which the lighting is on.

Staff finding: this Policy shall be enforced during the site planning process.

**FLUE POLICY 1.8-I:** Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the architecture and landscaping of the development, and that enhance the built environment.

### Staff finding: the design standards in the master development plan address this requirement.

**FLUE POLICY 1.8-n:** Applications for land use plan amendment to establish a US Highway 27 Business designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

Staff finding: rezoning Application No. RZ-24-23 was filed for concurrent consideration with land use plan amendment Application No. PA-20-8.

**FLUE POLICY 1.8-p:** All land designated US Highway 27 Business shall be connected to, or be the subject of a binding agreement providing for the connection to, a municipal water and sewer system prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

### Additional requirements under the US Highway 27 Business permitted uses section:

The Town shall carefully consider potential environmental, traffic and quality of life impacts before changing the land use plan map designation of any parcel to US Highway 27 Business.

Staff finding: the list of permitted uses in the US 27 Zoning District was developed with environmental considerations, including noise, at the forefront. Specific proposed uses will be further evaluated for environmental impact in accordance with the US 27 Zoning District regulations. The amendment can be expected to cause Sheridan Street to have a failing level of service east of SW 196<sup>th</sup> Avenue by 2045. This portion of Sheridan Street is forecast to approach maximum capacity by 2045 without the amendment. Staff required the Petitioner to analyze the traffic impact to Griffin Road with the assumption that it would be favored for east-west travel over Sheridan Street. The analysis concludes that the amendment will degrade the level of service on most segments of Griffin Road but will not cause any of them to have failing level of service, noting that Griffin Road between Dykes Road and I-75 would closely approach capacity.

- An application for land use plan amendment to designate a property as US Highway 27 Business must affirmatively demonstrate that the amendment is consistent with all of the performance standards established herein. Every such application for plan amendment shall be submitted concurrently with a rezoning application to an implementing zoning district.
  - 1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27.

Staff finding: the permitted uses in the US 27 Zoning District were selected based upon their potential compatibility with residential land uses east of the amendment site. Those uses that may require individual review to ensure their compatibility are designated special exception uses or subject to additional regulations to control potentially incompatible characteristics. 2. Municipal sanitary sewer and potable facilities must be in place, or the provision of municipal sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality to serve any parcel designated US Highway 27 Business, prior to issuance of any permit for the construction of any building or roofed structure. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Staff finding: the staff report includes a recommended condition of approval that the Petitioner obtain a service agreement from Pembroke Pines prior to adoption of the amendment.

3. Development shall not involve use of any chemicals, substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. The land development regulations may permit fuel storage tanks for emergency generators and for the purpose of servicing vehicles or equipment used in the regular course of business, provided that any such tanks may be required to exceed the installation, containment, inspection and other requirements of Article 27, Chapter 10, "Storage Tanks" of the Broward County Code of Ordinances, as may be amended from time to time.

Staff finding: the US 27 Zoning District regulations implement this Policy.

4. Any use – the nature of which may be considered dangerous, or which may potentially compromise the comfort, peace, enjoyment, health or safety of the community or any property with a Rural Ranches, Rural Estate or Agricultural land use plan map designation - shall be prohibited.

Staff finding: the US 27 Zoning District regulations implement this requirement.

5. All development shall provide for north-south cross-access to abutting parcels in accordance with the conceptual master access management plan for the US-27 corridor (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a frontage drive and/or site design that anticipates driveway connections or drive aisle connections with abutting properties, and which provides cross-access easements for such connections.

Staff finding: the master development plan complies with this requirement.

Rezoning criteria

ULDC Section 051-050(B) requires that all land included in an application for rezoning to US 27 District shall be owned by or be under the complete control of the applicant, whether the applicant be an individual, partnership, corporation, other entity, group, or agency.

Staff finding: the land included in Application No. RZ-24-23 is owned by the Bergeron family of companies.

ULDC Section 130-030 requires that the Town Council evaluate the following criteria in determining whether to grant a rezoning. These include consideration of materials provided by the petitioner, the public and the staff report, as well as the following criteria enumerated in the ULDC. Staff findings are shown in *italics*, below.

- (A) That the request does NOT meet any of the following criteria whereby the request would be considered contract, or spot zoning:
  - (1) The proposed rezoning would give privileges not generally extended to similarly situated property in the area.

Staff finding: the rezoning affords land uses and development intensities that are available to other properties with frontage on US Highway 27, in accordance with the Comprehensive Plan.

(2) The proposal is not in the public's best interest and it only benefits the property owner.

*Staff finding: the Town established the US 27 Zoning District because of the tax revenue benefits to its residents.* 

(3) The proposed zoning request violates the Town's Comprehensive Plan.

Staff finding: the zoning request is consistent with the Comprehensive Plan.

(4) The proposed change will result in an isolated district unrelated to adjacent or nearby districts.

Staff finding: the Comprehensive Plan and ULDC specifically provide for the requested zoning at the proposed location due to its unique siting characteristics. Therefore, the proposed change will not result in an isolated district unrelated to adjacent or nearby districts.

If the Town Council finds that the rezoning request does not constitute spot zoning, then the Council must next evaluate the request in conjunction with the four criteria contained immediately below. In evaluating the four criteria contained in (B) below, the Council shall consider the three criteria contained in (C) below.

- (B) A zoning modification may be approved if the applicant can demonstrate by competent substantial evidence that the request is consistent with one of the following four criteria:
  - (1) That there exists an error or ambiguity that must be corrected.

Staff finding: the request is not the result of an error or ambiguity.

(2) That there exists changed or changing conditions that make approval of the request appropriate.

*Staff finding: the requested zoning designation was established with specific applicability to lands fronting the US Highway 27 corridor.* 

(3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.

Staff finding: while the Property can be used for agricultural purposes in accordance with the existing zoning, the Town has planned for more intensive uses that are most suitable for its limited-access highway frontage with the strategic purpose of diversifying the Town's tax base.

(4) That the request would advance a public purpose, including but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.

Staff finding: the request will advance the Town's objective of diversifying its tax base.

Staff finds that the application satisfies three of the above criteria, and warrants further consideration under "(C)", below.

- (C) When determining if one of the four (4) criteria delineated in (B), above, has been satisfied, the following considerations shall be made:
  - (1) That the request is compatible with surrounding zoning districts and land uses.

Staff finding: the US 27 zoning and land use categories were designed to allow only those uses the Town deemed compatible with surrounding zoning districts and land uses, and provides procedures and development standards to further their compatibility.

(2) That the request is consistent with, or furthers the goals, objectives, policies, and the intent of the Town's Comprehensive Plan and the Town's Future Land Use Map.

Staff finding: the request is consistent with, and furthers, Objective 1.8 and the policies thereunder, and is generally consistent with the overall goals, objectives, policies, and intent of the Comprehensive Plan as articulated throughout the Future Land Use Element.

(3) That the anticipated impact of the application would not create an adverse impact upon public facilities such as schools and streets.

Staff finding: the proposed rezoning will not increase demand for schools or parks, can be served by City of Pembroke Pines potable water and sanitary sewer systems, and is within the capability of the Town's police and fire departments to provide service. Solid waste collection and disposal capacity is available to serve the development that would be authorized by the rezoning, and the developer will be responsible for providing adequate on and/or offsite stormwater drainage. The rezoning will increase traffic on Griffin Road, with the segment between 172<sup>nd</sup> Avenue and I-75 forecast to closely approach maximum capacity but is not forecast to cause a failing level of service. The rezoning is forecast to cause failing level of service for most of Sheridan Street at the Town's boundary. The Broward County Planning Council will perform its own traffic impact analysis and may require mitigation for those impacts it considers significant and those that it forecasts to cause a failing level of service.

### **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve Application Nos. PA-20-8 and RZ-24-23 on first reading, subject to Petitioner's compliance with the following conditions prior to second reading:

- 1. Continue to work with staff to refine the architectural design guidelines.
- 2. Continue to work with staff to refine the landscape elements of the conceptual plan.
- 3. Obtain an agreement with the City of Pembroke Pines to provide potable water and sanitary sewer service to the amendment site.
- 4. Obtain a new FDOT pre-application approval with proposed development intensity per the Applications. The existing approval expired in May 2024 and reflects a slightly lower development intensity.

### **Location Map**



### **Existing Future Land Use Map**



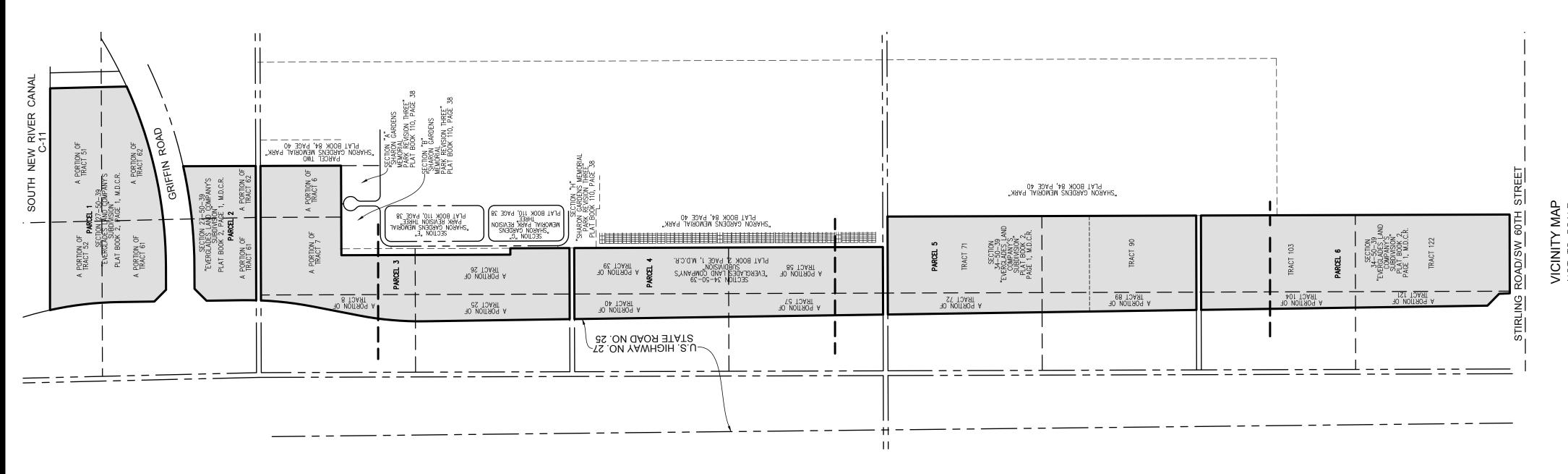


### **Existing Zoning Map**



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THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THRU 5, INCLUSIVE SOUTHWEST RANCHES, FLORIDA 33332 (TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY) JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
 STATE OF FLORIDA I HEREBY CERTIFY: THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SURVEY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 **BERGERON US 27** ors.com LB#3870 IN ROAD & TOPOGRAPHIC RIZATION NA www.pu Ш E-MAIL: su WEBSITE: CFR S AND BOUNDARY SHEET 1 OF 5 CERTIFICATION: 0 **NOTES:** 1. THIS 10. .\_\_\_\_. 2. . 0 . б 4. <u>.</u>  $\stackrel{\scriptstyle \sim}{\scriptstyle \sim} \infty$ M.



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ADES EAST, "EVERGL OF MIAMI-DADE RANGE 39 Records 0 SOUTH, PUBLIC 50 THE OF SECTION 27, TOWNSHIP PLAT BOOK 2, PAGE 1, OF LY DESCRIBED AS FOLLOWS: LEGAL DESURIT INCIN. PARCEL 1 A PORTION OF TRACTS 51, 52, 61, AND 62, OF ( COMPANY'S SUBDIVISION", AS RECORDED IN PLAT COUNTY, FLORIDA, BEING MORE PARTICULARLY DE

LAND

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27 FOR 1317.07 FEET: THENCE NORTH 01'19'41" WEST, ALONG THE EAST LINE OF THE SOUTHWEST ONE–OUARTER (SW ¼) OF THE SOUTHEAST ONE–OUARTER (SE ¼) OF SAID SECTION 27, FOR 874.72 FEET TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89'57'39" WEST, ALONG SAID SOUTH NEHT–OF–WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89'57'39" WEST, ALONG SAID SOUTH THE NORTH RIGHT–OF–WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE NORTH 89'57'39" WEST, ALONG SAID SOUTH NICHT–OF–WAY LINE OF THE SOUTH RIGHT–OF–WAY LINE OF THE SOUTH NICHT–OF–WAY LINE OF GRIFTIN ROAD AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BRESS NORTH 24'26'02" WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT–OF–WAY LINE AND ALONG A CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BRESS NORTH 24'26'02" WEST; THENCE WESTERLY ALONG SAID NORTH RIGHT–OF–WAY LINE AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CONTRA LINE GRICULAR CURVE CONCAVE NORTHERLY FROM WHICH A RADIAL LINE BRESS NORTH 24'26'02" WEST; ALONG SAID NORTH RIGHT–OF–WAY LINE AND ALONG A POINT ON THE RIGHT, HAVING A RADIUS OF 1849.86 FEET AND A CONTRA LINE GRICULAR CURVE CONCAVE NORTH RIGHT–OF–WAY LINE AND ALONG A CURVE TO A POINT OF TANGENCY; THENCE SOUTH NICHT RIGHT–OF–WAY LINE OF TANSING A POINT ON THE RIGHT, HAVING A RADIUS OF 184'515" WEST, ALONG SAID NORTH RIGHT–OF–WAY LINE OF TANSPORTATION THE C3 COUNT BOOKTON BOOKTON RIGHT–OF–WAY LINE OF TANGENCY; THENCE AND NO FLORIDAD DEPARTMENT OF TRANSPORTATION RIGHT–OF–WAY LINE OF A ROUNT OF CURVATURE OF 73.0 WEST, 63.95.65 FEET; 2) NORTH RIGHT–OF–WAY LINE OF TA A POINT OF CURVATURE OF A SID CAST RIGHT–OF–WAY LINE THE FOLLAR CURVE TO THE LEFT; 3) NORTHER TO A POINT OF CURVATURE OF A SID CAST RIGHT–OF–WAY LINE THE FOLLAR CURVE TO THAL AND TO FURVATURE OF A SID CAST RIGHT–OF–WAY LINE THE RADO F A COUNT OF CURVATURE OF A SID CAST RIGHT–OF–WAY LINE THE FOLA WITH: TOGETHER

S LAND COMPANY' FLORIDA, BEING C 39 EAST, "EVERGLADES OF MIAMI-DADE COUNTY, 50 SOUTH, RANGE PUBLIC RECORDS ( TOWNSHIP 1, OF THE I PARCEL 2 A PORTION OF TRACTS 61 AND 62, OF SECTION 27, SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 89'46'19" WEST ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 1,754.27 FEET; THENCE NORTH 00'12'20" WEST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 10.00 FEET TO THE POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516, BEING THE ARC OF A CIRCULAR CURVE CONCAVE WESTERLY FROM WHICH A RADIAL LINE BEARS NORTH 88'28'43" WEST. THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO RIGHT-OF-WAY LINE OF GRIFTING THERE (3) COURSES AND DISTANCES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO POINT OF TANGENCY; 2) NORTH 89'26'15" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GRIFTIN ROAD; THENCE NORTH 89'46'15" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GRIFTIN ROAD; THENCE NORTH 89'46'15" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 02'21'48", FOR AN ARC DISTANCE OF 59.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF 12'22'13", FOR AN ARC DISTANCE OF 425.30 FEET TO A POINT OF CURVATURE OF 70.10 M REST BOUNDARY LINE OF "SAID CURVE, TO A READIUS OF 1969.86 FEET, A CENTRAL ANGLE OF AN ARC DISTANCE OF 425.30 FEET TO A POINT OF CURVATURE OF "SAID CURVE, HAVING A RADIUS OF 1969.86 FEET, A CENTRAL ANGLE OF AN ARC DISTANCE OF 425.30 FEET TO A POINT OF CURVATURE OF "SHANDO" WEST BOUNDARY LINE OF "SHARON GARDANNG", THENCE SOUTH 00'12'20" EAST ALONG SAID WEST BOUNDARY LINE 305.73 FEET TO THE PO

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LAND SOUTH, RANGE 39 E, "EVERGLADES PUBLIC RECORDS OF MIAMI-DADE 50 THE PARCEL 3 A PORTION OF TRACTS 6, 7, 8, 25 AND 26, OF SECTION 34, TOWNSHIP COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89'46'19" WEST ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1,754.27 FEET; THENCE SOUTH 0012'20" EAST ALONG THE WESTERLY BOUNDARY LINE OF "SHARON GARDENS MEMORAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORDA, 10:00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0012'20" EAST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89'46'19" WEST ALONG THE WORTH LINE OF "SHARON GARDENS MEMORIAL PARK COUNTY, FLORDA, 10:00 FEET TO THE POINT OF SECTION "B" OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORDA BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89'46'19" WEST ALONG SAID WESTERLY BOUNDARY LINE 339.38 FEET; THENCE SOUTH 89'46'19" WEST ALONG SAID WAST COUNTY, FLORDA, 10:00 FEET TO THE POINT OF SECTION "B" OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORDA 350.00 FEET TO THE NORTHWEST CORNER OF SECTION "B" OF SAID PLAT; THENCE SOUTH 89'25'4" EAST 350.00 FEET TO A DOINT ON SAID WAST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 0011'26" EAST ALONG SAID PARALLEL LINE 712.00 FEET; THENCE SOUTH 350.00 FEET TO A POINT ON SAID WAST LINE OF "SAID SAID. THENCE NOTH 89'25'4" EAST 27:00 FEET TO A POINT ON SAID WAST LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 39'47'45" WEST ALONG THE SOUTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION 70:1126" EAST ALONG THE SOUTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION THREE"; THENCE SOUTH 39'47'45" WEST ALONG THE SOUTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION 80'11'26" EAST ALONG THE SOUTH LINE OF "SHARON GARDENS MEMORIAL PARK REVISION 80'11'26" EAST ALONG THE SOUTH LINE OF "SAID THINE OF SAID THAN REVISION 70'10'26" EAST ALONG THE SOUTH LINE 712.00 FEET TO A POINT ON THE EAST 70'10'26" EAST ALONG THE SOUTH LINE 712.00 FEET; THENCE SOUTH 89'47'45" WEST CORDON SAID REACT 25 A SHOWN ON FLORDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR R

LAND ADES 9 EAST, "EVERGLA OF MIAMI-DADE RANGE 39 Records 0 SOUTH, PUBLIC F 50 THE P<u>ARCEL 4</u> A PORTION OF TRACTS 39, 40, 57, AND 58, OF SECTION 34, TOWNSHIP COMPANY'S SUBDIVISION", AS RECORDED IN PLAT BOOK 2, PAGE 1, OF 1 COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

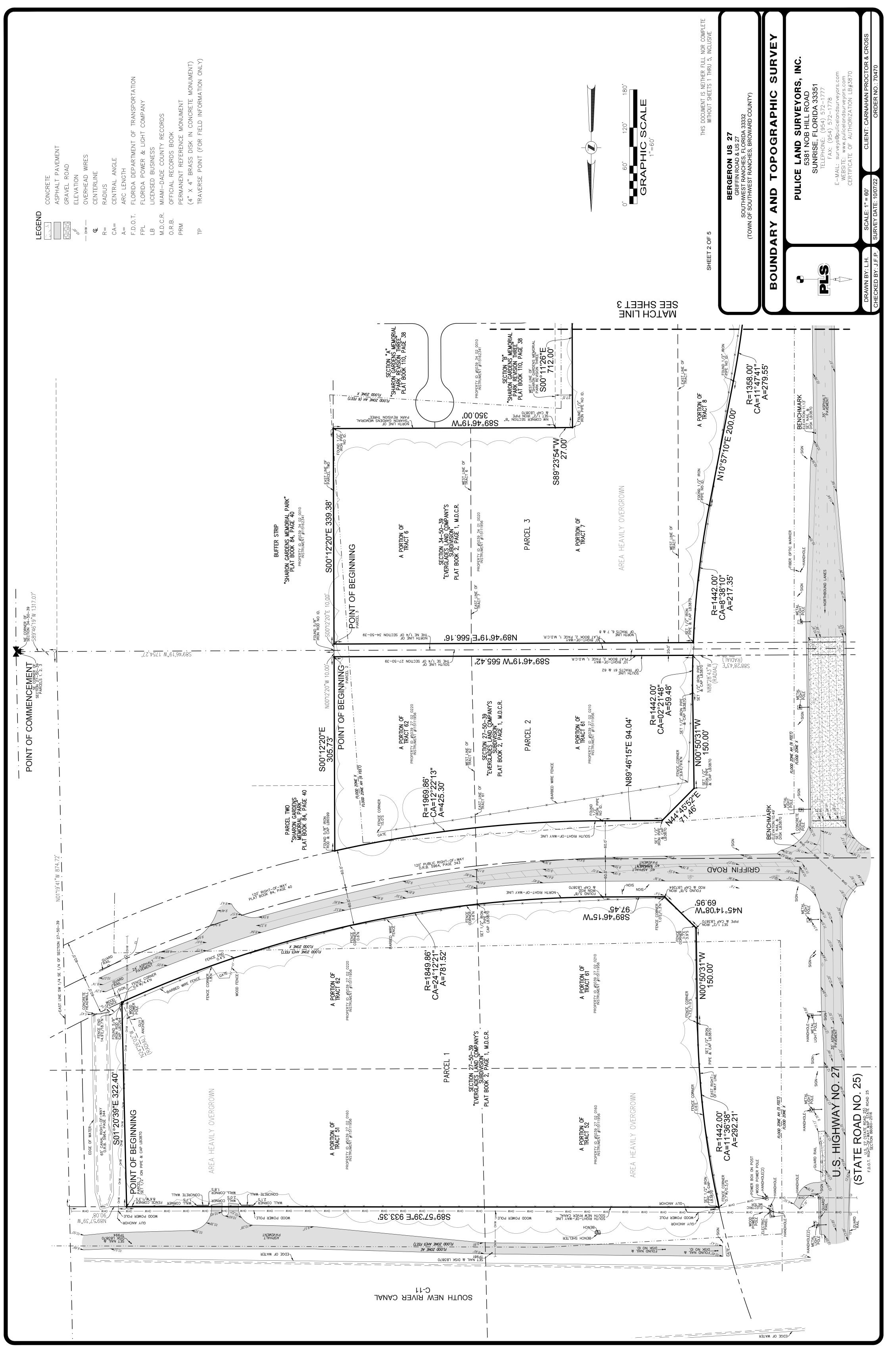
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 SAID SECTION 34; THENCE SOUTH 89'49'12" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 2106.07 FEET TO A POINT ON THE WEST LINE OF "SHARON GARDENS MEMORIAL PARK", AS RECORDED IN PLAT BOOK 84, PAGE 40, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00'11'26" WEST ALONG SAID WEST LINE 10.00 FEET TO THE PUBLIC RECORDS OF BROWARD COUNTY 89'49'12" WEST JAND 58, 284.27 FEET; THENCE NORTH 00'50'31" WEST 1300.56 FEET; THENCE NORTH 89'47'45" EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 00'11'26" EAST ALONG SAID WEST LINE 1300.59 FEET; THENCE NORTH 00'50'31" WEST 1300.56 FEET; THENCE NORTH 89'47'45" EAST ALONG THE NORTH LINE OF SAID TRACTS 39 AND 40, FOR 299.06 FEET TO A POINT ON SAID WEST LINE; THENCE SOUTH 00'11'26" EAST ALONG SAID WEST LINE 1300.59 FEET TO THE POINT OF BEGINNING;

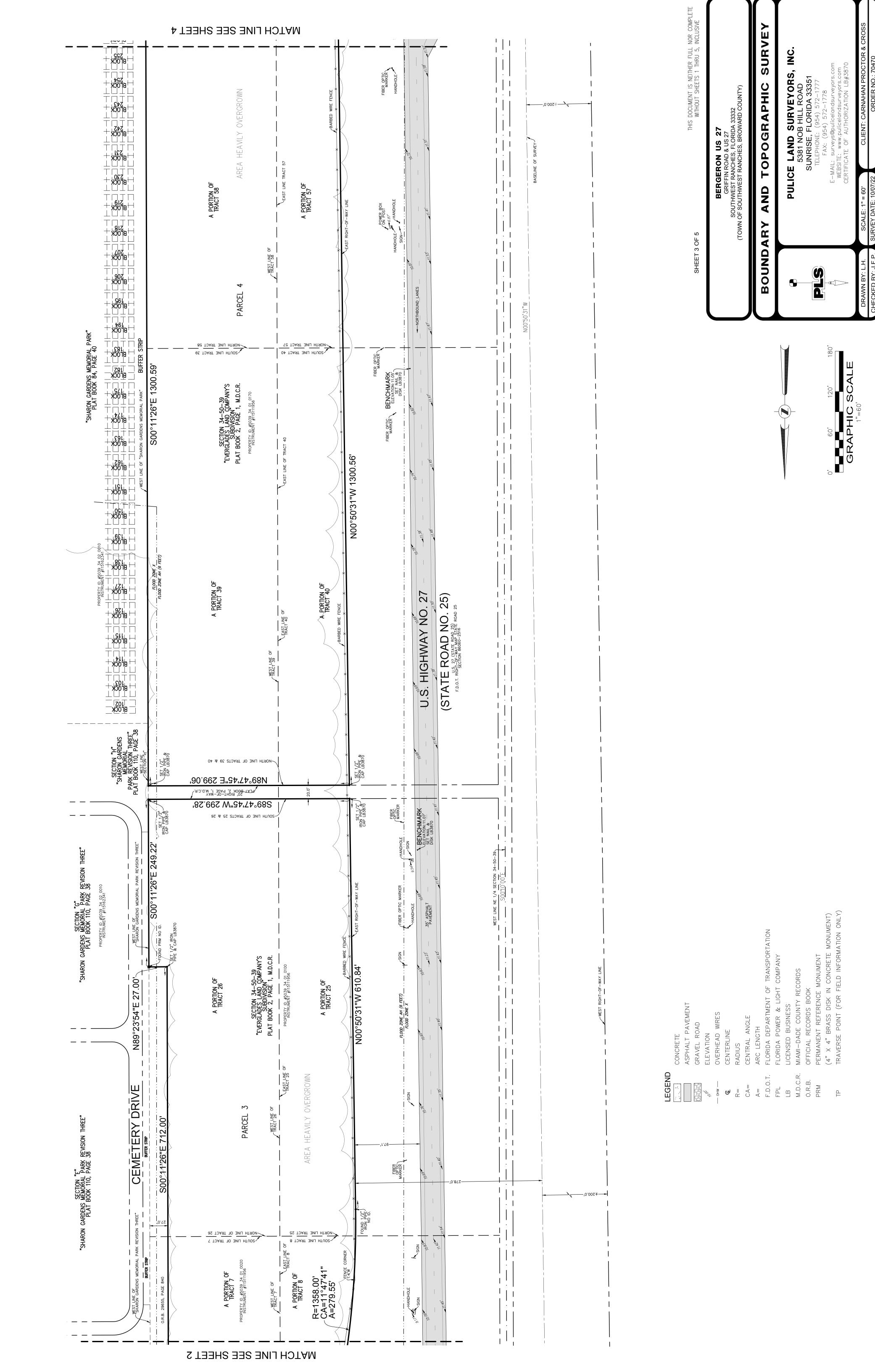
 $\triangleleft$ ; 71 AND 90 OF EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED PARCEL 5 PORTION OF TRACTS 72 AND 89, AND TRACTS SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 B BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°49'10" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 34 FOR 1977.86 FEET; THENCE SOUTH 00°11'00" EAST 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 71 AND THE POINT OF BEGINNING; THENCE SOUTH 00°11'00" EAST ALONG THE EAST LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89°50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 71 AND 90 FOR 1300.68 FEET; THENCE SOUTH 89°50'34" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 89 AND 90, 397.30 FEET TO A POINT ON A LINE 278.00 FEET EAST OF AND PARALLEL WITH THE BASELINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060–2516; THENCE NORTH 00°50'31" WEST ALONG SAID PARALLEL LINE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALLONG THE ROAT NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALLONG THE ROAT NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALLONG THE ROAT NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALLONG THE NORTH LINE OF SAID STATE ROAD NO. 25, FOR 1300.61 FEET; THENCE NORTH 89°49'12" EAST ALLONG THE NORTH LINE OF SAID 72, FOR 412.25 FEET TO THE POINT OF BEGINNING.

AS G OF TRACTS 104 AND 121, AND TRACTS 103 AND 122, OF 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", AS RECORDED IN PLAT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED PARCEL 6 PORTION 0 SECTION 3 BOOK 2, F FOLLOWS:

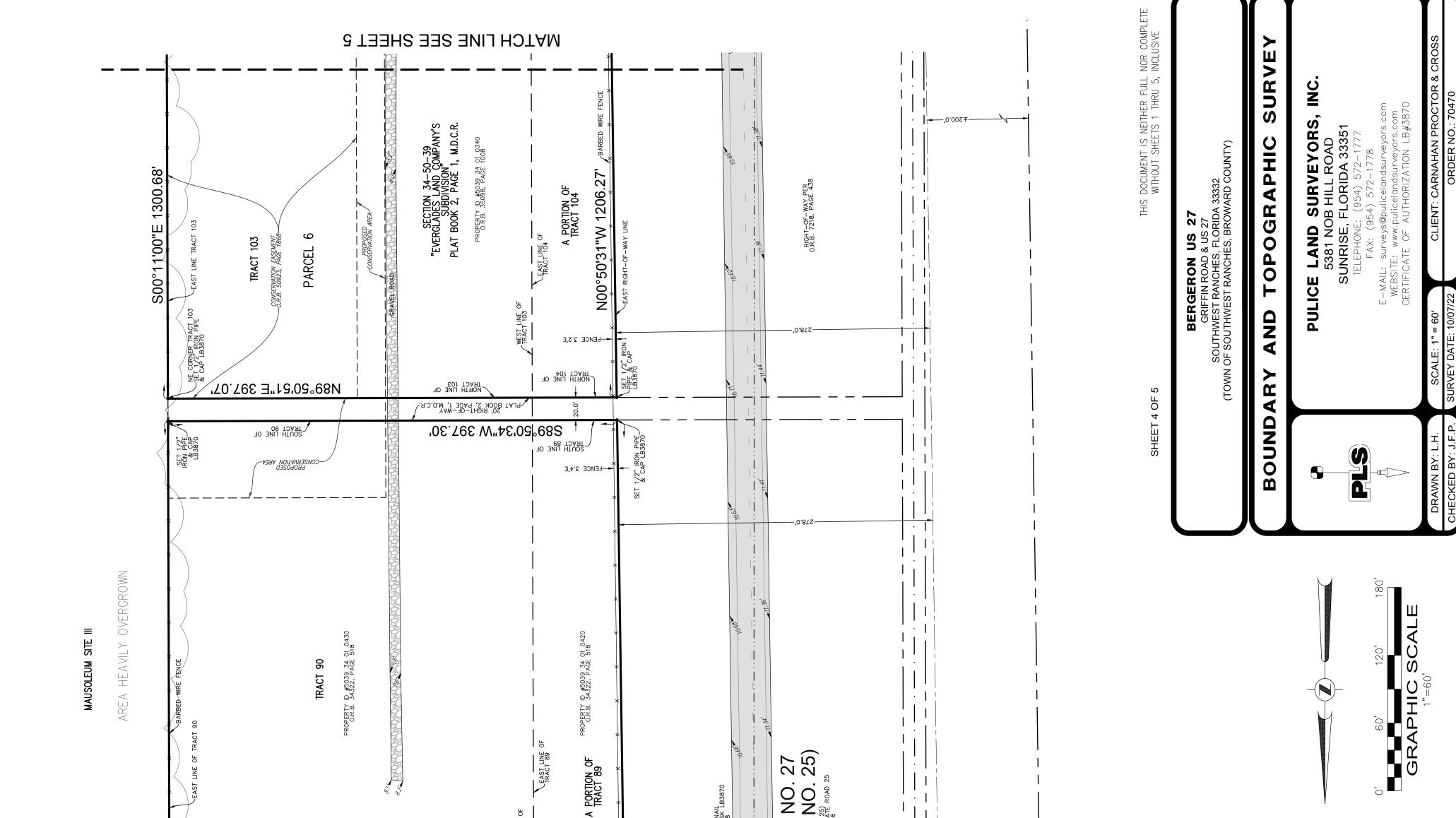
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 FOR 1980.10 FEET; THENCE NORTH 00'11'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 122 AND THE POINT OF BEGINNING; THENCE SOUTH 89°51'57" WEST ALONG THE SOUTH LINE OF SAID TRACTS 121 AND 122 FOR 331.49 FEET TO A POINT ON THE RAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THRE (3) COURSES AND DISTANCES: 1) NORTH 02'25'14" WEST 45.04 FEET; 2) NORTH 45'29'17" WEST THE FOLLOWING THE NORTH LINE OF SAID TRACTS 103; THENCE ALONG SAID EAST RIGHT-OF-WAY MAP FOR SECTION 86060-2516; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THRE (3) COURSES AND DISTANCES: 1) NORTH 02'25'14" WEST 45.04 FEET; 2) NORTH 45'29'17" WEST 70.27 FEET; 3) NORTH 00'50'31" WEST 1206.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89'50'51" EAST ALONG THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89'50'51" EAST ALONG THE NORTH LINE OF SAID TRACT 104; THENCE NORTH 89'50'51" EAST ALONG THE NORTH LINE OF SAID TRACT 103; THENCE SOUTH 00'10'00" EAST ALONG THE EAST LINE OF SAID TRACT 103 AND 122 FOR 1300.68 FEET TO THE POINT OF BEGINNIG.

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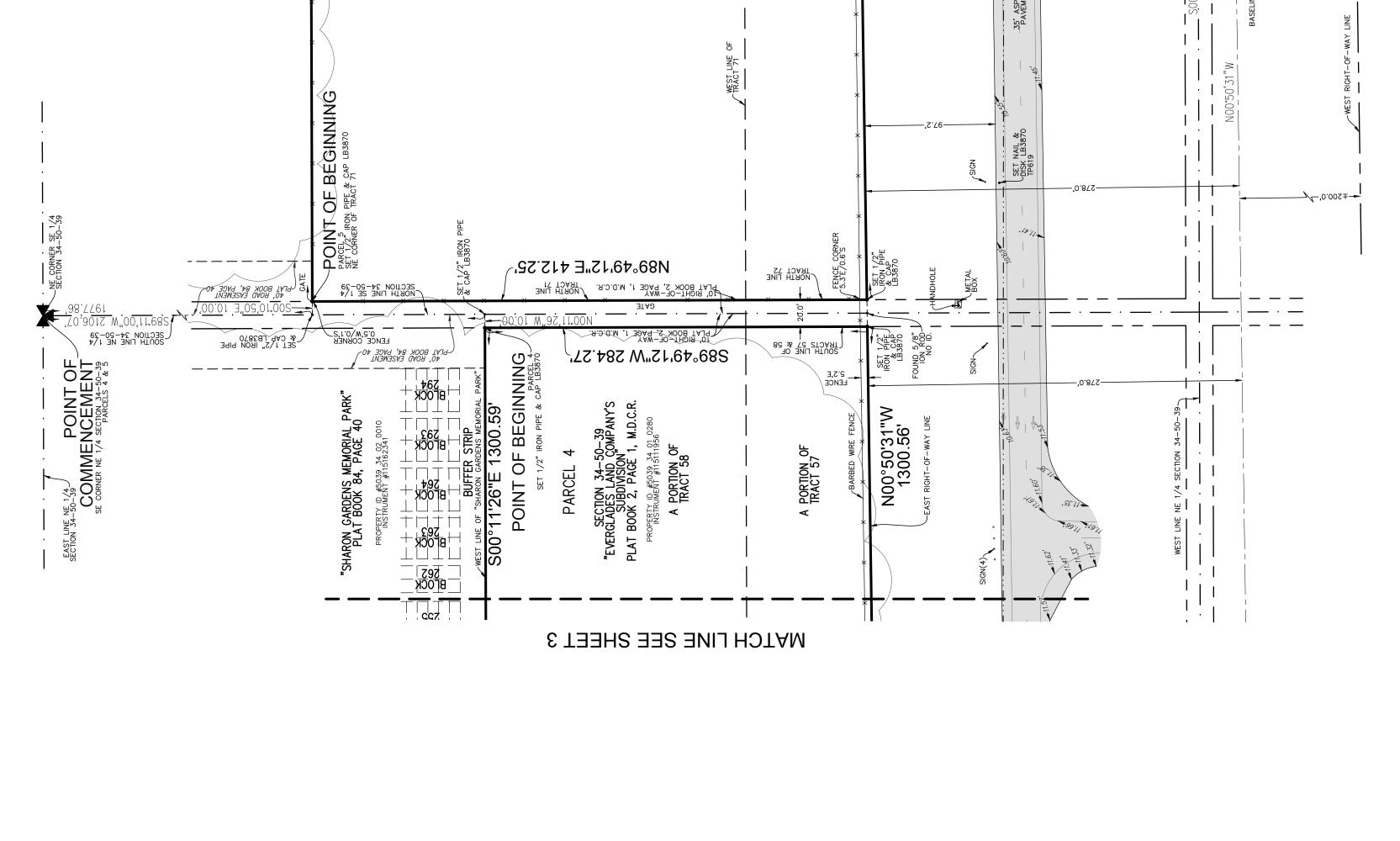


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S00°11'00''E 130	"EVERGLADES LAND COMPANY'S "EVERGLADES LAND COMPANY'S SUBDIVISION" PLAT BOOK 2, PAGE 1, M.D.C.R.	EAST LINE OF TRACT 89	* * * * * * * * *	FIBER OPTIC MARKER HANDHOLE <u>10,16</u> <u>10,16</u> <u>11,40</u> <u>11,40</u> U.S.		
"SHARON GARDENS MEMORIAL PARK" PLAT BOOK 84, PAGE 40 PROPERTY ID #5039 34 02 0010 INSTRUMENT #115162341	PARCEL 5	EAST LINE TRACT 90	*	SIGN		
MAUSOLEUM SITE II Area heavily overgrown	EAST LINE OF TRACT 71 TRACT 71 TRACT 71 PROPERTY ID #5039 34 01 0340	EDGE OF WATER POND TOP OF WATER ELEVATION: 5:30'	A PORTION OF TRACT 72 * * * * * * * * * * * *	SPHALT     0.65       SPHALT     0.65       AMNT	WEST LINE SE 1/4 SECTION 34-50-39	

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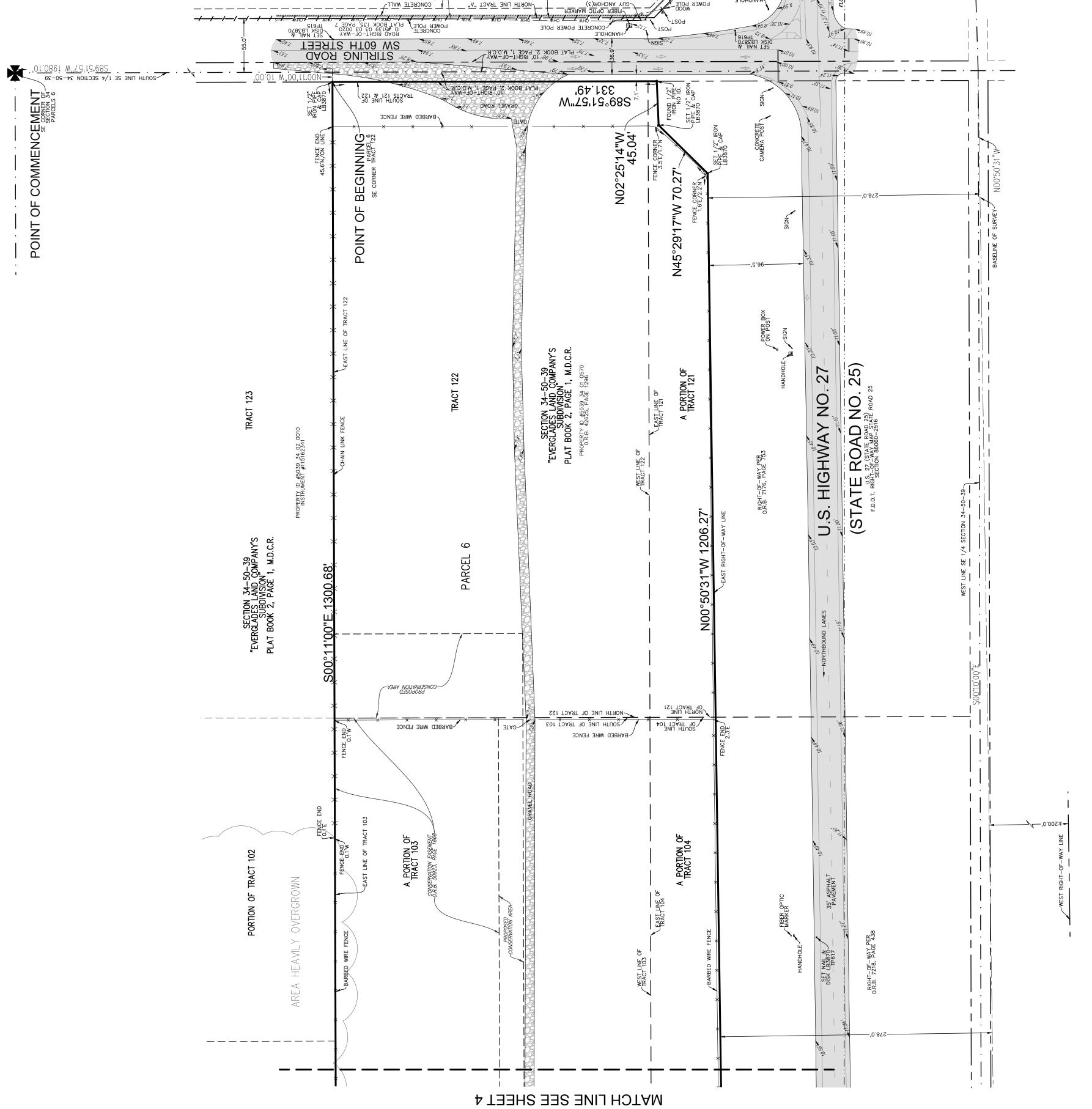
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- ANGLE JGTH DEPARTMENT OF TRANSPORTATION POWER & LIGHT COMPANY D BUSINESS ADE COUNTY RECORDS RECORDS BOOK RECORDS BOOK ENT REFERENCE MONUMENT " BRASS DISK IN CONCRETE MONUMENT) SE POINT (FOR FIELD INFORMATION ONLY)



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#### US 27 Business Center Rezoning, Master Development Plan and Design Guidelines Statement of Use and Justification Revised: September 21, 2023

Bergeron US 27, LLC and Bergeron SW Ranches US 27, LLC (collectively referred to hereinafter as the "Applicant") are the owners of the +/- 58.7 gross acre property generally located along the east side of United States Highway 27 ("US 27") between Stirling Road to the south and the South New River (C-11) Canal to the north ("Property") in the Town of Southwest Ranches ("Town") within Broward County ("County"), Florida. The Property consists of twelve (12) parcels identified by the following folio numbers pursuant to the County Property Appraiser's website: 5039-27-02-0160; 5039-27-02-0210; 5039-27-02-0220; 5039-34-01-0020; 5039-34-01-0100; 5039-34-01-0170; 5039-34-01-0280; 5039-34-01-0340; 5039-34-01-0431; 5039-34-01-0430; 5039-34-01-0420; and 5039-34-01-0570. The Property is technically designated Agricultural on both the Town's and County's Future Land Use ("FLU") Maps and is within the A-1 Agricultural Estate ("A-1") zoning district, though it is located within a specific corridor the Town Council has more recently identified as US Highway 27 Planned Business District through adoption of associated comprehensive plan and zoning measures discussed below. The Property is a portion of the Everglades Land Company Subdivision as recorded in Plat Book 2, Page 1 of the Public Records of Miami-Dade County. The Property is currently vacant and underutilized as agricultural cattle grazing. Adjacent land uses are summarized in the table below.

	Adjacent Land Uses						
North	• South New River (C-11) Canal						
	• Seminole Travel Center/Truck Stop (North of the Canal)						
	<ul> <li>FLU: Commercial (City of Weston); Commerce (County)</li> </ul>						
	<ul> <li>Zoning: C-1, Commercial (City of Weston)</li> </ul>						
	• South Florida Water Management District (North of the Canal)						
	<ul> <li>FLU: Agricultural (City of Weston); Agriculture (County)</li> </ul>						
	<ul> <li>Zoning: AE, Agricultural Estates (City of Weston)</li> </ul>						
South	Stirling Road						
	Broward County Landfill (South of Stirling Road)						
	<ul> <li>FLU: Community (County)</li> </ul>						
	<ul> <li>Zoning: A-6, Agricultural-Disposal (County)</li> </ul>						
East	Menorah Gardens & Funeral Chapel						
	<ul> <li>FLU: Community Facilities (Town); Community (County)</li> </ul>						
	<ul> <li>Zoning: CF, Community Facility District (Town)</li> </ul>						
West	US 27 Highway						
	South Florida Water Management District						
	<ul> <li>FLU: Conservation (Town); Agriculture (County)</li> </ul>						
	<ul> <li>Zoning: A-1, Agricultural Estate District (Town)</li> </ul>						

#### US Highway 27 Business Land Use and Zoning Categories

On January 26, 2017, the Town Council adopted Ordinance No. 2017-02, which amended the text of the Future Land Use Element of the Town Comprehensive Plan ("Plan") to establish a new land use designation entitled "US Highway 27 Business." In adopting Ordinance No. 2017-02, the Town Council agreed with the Town Comprehensive Plan Advisory Board ("CPAB") that the US 27 corridor is "unsuitable or marginal for rural residential use" and is more suitable for light industrial and business development that would diversify the Town's tax base. As such, the Town Council adopted Future Land Use Objectives and Policies that would "form the framework for evaluating land use plan amendment petitions seeking the US Highway 27 designation" as well as "evaluating companion petitions for rezoning and site plan" while also protecting the Town's rural character and lifestyle. The US Highway 27 Business category provisions of the Plan were amended by the Town Council on February 11, 2021, pursuant to Ordinance No. 2021-006, along with regulations added to the Town Unified Land Development Code ("ULDC) to create the necessary associated zoning classification entitled "US Highway 27 Planned Business District" and district regulations to implement the US Highway 27 Business Future Land Use category. The Town's Plan was subsequently recertified by the Broward County Planning Council on June 24, 2021.

#### US 27 Business Center

Because the Property is located entirely within the US Highway 27 Planned Business District, the Applicant is submitting companion applications to effectuate the Town's land use policy for its commercial / industrial development. Specifically, the Applicant proposes a planned development, the US 27 Business Center, consisting of approximately 116,000 square feet of commercial uses and 600,000 square feet of industrial uses ("Project"). The companion

applications include: (1) a land use plan amendment ("LUPA") to accomplish the Town's desired conversion from the Agricultural land use designation to the US Highway 27 Business designation intended for the Property with a text amendment to delete from the US Highway 27 Business Future Land Use Element ("FLUE") Policy and Performance Standards unsustainable language that would require water and sewer connection for the proposed project to be exclusively to the distant City of Sunrise water and sewer systems instead of immediately adjacent systems with sufficient capacity and to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (2) an aligning rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure; (3) an associated application to plat the Property; and (4) a development agreement to provide assurances that the development of the Property will be permitted in accordance with the regulations for the US Highway 27 Business land use designation and the US Highway 27 Planned Business District zoning as well as the US 27 Business Center Design Guidelines, the Property's Master Development Plan, and any amendments thereafter regarding same.

This Statement of Use and Justification demonstrates that the rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure, the master development plan, and the US 27 Design Guidelines comply with all applicable provisions of the Town Plan and the ULDC.

#### <u>Rezoning from A-1 Agricultural Estate to US Highway 27 Planned Business District with</u> <u>Text Amendment</u>

As noted above, the Applicant is respectfully requesting a rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure ("Rezoning"). The Applicant will demonstrate that the Rezoning meets the ULDC Section 130-30 considerations for zoning map amendments below.

- (A) That the request does not meet any one (1) of the following criteria whereby the request would be considered contract or spot zoning:
  - (1) The proposed rezoning would give privileges not generally extended to similarly situated property in the area.

The proposed Rezoning does not give privileges not generally extended to similarly situated property in the area. ULDC Section 51-10 provides that the US Highway 27 Planned Business District proposed for the Property pursuant to the Rezoning may be applied to property designated US Highway 27 Business on the Future Land Use Map. FLUE Policy 1.8-a of the Plan states that: *parcels west of US Highway 27 and parcels fronting the east side of US 27 that are buffered from Rural Ranch land use designations by an intervening Open Space or Community Facilities land use designation are eligible for the US Highway 27 Business designation, including parcels that also front Griffin Road or Stirling Road. As such, the Property is not the only property that may apply for rezoning to the US Highway 27 Planned Business District.* 

The Applicant is also requesting a simple clarification to the text of ULDC Section 051-040(L) to require connection to municipal water and sewer systems prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure. This request simply clarifies that municipal water and sewer systems be in place for a building that actually requires such services rather than for a roofed structure not requiring utilities.

For the foregoing reasons, the Rezoning does not give privileges not generally extended to similarly situated property in the area.

(2) The proposal is not in the public's best interest and it only benefits the property owner.

The proposed Rezoning is in the public's best interest and does not only benefit the property owners. As noted herein, the Town found that the US 27 corridor is most suitable for business uses that would diversify the Town's tax base and provide an employment center while protecting the rural character and lifestyle that Town residents enjoy. The Applicant is simply seeking the Rezoning to implement the Town's vision for the US 27 corridor and to provide the Town with an attractive development opportunity that will transform vacant property into a substantial revenue producing development while remaining true and consistent with the Town's goals. The requested Rezoning is the result of the growing need for commercial and industrial uses in southwest Broward County, which is uniquely situated to service the tri-county area and beyond.

(3) The proposed zoning request violates the town's comprehensive plan.

As noted herein, the Applicant is also requesting the LUPA to amend the Property's land use designation from Agricultural to US Highway 27 Business. The proposed US Highway 27 Planned Business District is consistent and compatible with the proposed US Highway 27 Business land use designation.

(4) The proposed change will result in an isolated district unrelated to adjacent or nearby districts.

As noted herein, the US Highway 27 Planned Business District may be applied to the entire US 27 corridor within the Town. Town Plan Policies for the US Highway 27 Business land use category and the ULDC regulations applicable to the US Highway 27 Planned Business District have been carefully designed to mitigate any impacts of the US Highway 27 Business Center upon adjacent land uses. As such, the proposed Rezoning will not result in an isolated district unrelated to adjacent or nearby districts.

- (B) The request shall be consistent with one (1) or more of the following four (4) criteria:
  - (1) That there exists an error or ambiguity which must be corrected.

Not applicable.

(2) That there exists changed or changing conditions which make approval of the request appropriate.

At the direction of the Town Council, the Town CPAB identified the US 27 corridor as an area of the Town unsuitable for rural residential use but rather appropriate for nonresidential and nonagricultural uses without diminishing the Town's rural character or impinging upon the rural lifestyle enjoyed by the Town's residents. Based upon this finding, the Town amended its Plan to create the US Highway 27 Business land use category, which may be applied to the Property. The Town's findings regarding the appropriate uses of the Property and the subsequent adoption of Plan and ULDC amendments allowing for planned business development upon the Property are changed conditions that make approval of the Rezoning request appropriate.

*(3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.* 

As noted above, the Town CPAB identified the US 27 corridor as an area of the Town unsuitable for rural residential use but rather appropriate for nonresidential and nonagricultural uses without diminishing the Town's rural character or impinging upon the rural lifestyle enjoyed by the Town's residents. Based upon this finding, the Town amended its Plan to create the US Highway 27 Business land use

category, which is applicable to the Property. In making the finding that the US 27 corridor is unsuitable for development with rural residential use as permitted under the Property's current A-1 Agricultural Estate zoning, the Town found that there are substantial reasons why the Property cannot be used in accordance with the existing zoning. With the Rezoning request, the Applicant is seeking to implement the Town's vision for the US 27 corridor.

(4) That the request would advance a public purpose, including, but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.

The Rezoning request advances public purposes. As noted herein, the Town found that the US 27 corridor is most suitable for business uses that would diversify the Town's tax base while protecting the rural character and lifestyle that Town residents enjoy. The Applicant is simply seeking the Rezoning to implement the Town's vision for the US 27 corridor and to provide the Town with an attractive development opportunity that will transform vacant property into a substantial revenue producing development and employment center while remaining true and consistent with the Town's goals. The requested Rezoning is the result of the growing need for commercial and industrial uses in southwest Broward County, which is uniquely situated to service the tri-county area and beyond.

- (C) When determining if at least one (1) of the four (4) criteria delineated in subsection (B) has been satisfied, the reviewing agency shall consider the following:
  - (1) That the request is compatible with surrounding zoning districts and land uses. A proposed zoning district that has a greater maximum permitted density than any contiguous residential zoning district is not deemed compatible and shall not be approved.

The requested Rezoning is compatible with surrounding zoning districts and land uses. The Property is bounded by Stirling Road on the south, US 27 on the west, the South New River (C-11) Canal to the north, and the Menorah Gardens & Funeral Chapel property on the east. As such, the Property is substantially separated from properties to the south, west, and north by these major thoroughfares, while the Menorah Gardens & Funeral Chapel property provides a substantial buffer between the Amendment Site and rural residential uses further east as the Menorah property has an average width of nearly 700 feet. Furthermore, Town Plan Policies for the US Highway 27 Business land use category and the ULDC regulations applicable to the US Highway 27 Planned Business District have been carefully designed to mitigate any impacts of the US Highway 27 Business Center upon adjacent land uses. Finally, the Property is not adjacent to any residentially zoned properties.

(2) That the request is consistent with or furthers the goals, objectives, policies, and the intent of the town's comprehensive plan and the town's future land use map.

The Rezoning is consistent with and furthers the goals, objectives, policies and intent of the Town's Comprehensive plan and the Town's Future Land Use Map. Please refer to the LUPA Statement of Use and Justification.

(3) That the anticipated impact of the application would not create an adverse impact upon public facilities such as schools and streets.

The Applicant has demonstrated herein and in the supporting documents that the Rezoning will not create an adverse impact upon public facilities such as schools and streets.

As such, the proposed Rezoning meets all three (3) criteria in ULDC Section 130-30(C).

- (D) The reviewing agency shall also consider:
  - (1) The recommendation of staff.
  - (2) The testimony of any applicants, their agents or representatives.
  - (3) The facts and opinions presented to the reviewing agency during public hearings.

#### Master Development Plan: ULDC Section 51-50(C)

ULDC Section 51-50(C) requires a master development plan to be submitted in conjunction with the Rezoning and include the following information:

- (1) Tier I information requirements, applicable to the entire master plan:
  - (a) Dimensioned boundaries and legal description for the property to be rezoned, and dimensions of abutting rights-of-way.

Please refer to the Master Development Plan included herein.

(b) A master circulation and access plan showing the location and width of public and private streets and their rights-of-way, and the location of access points to the external and internal thoroughfare network.

Please refer to the Master Development Plan included herein.

(c) A master utilities plan, including conceptual stormwater drainage.

Please refer to the Master Development Plan included herein.

(d) Architectural style standards for all buildings. The applicant shall be responsible for cost-recovery pertaining to the town's use of an architectural consultant to review the architectural standards and advise the town council.

Please refer to the US 27 Business Center Design Guidelines included herein.

(e) Thematic landscape treatment of US 27 frontage, including a street tree and understory planting program. Specific development sites within the master plan may provide additional landscaping and buffering to compliment the US 27 edge treatment.

Please refer to the US 27 Business Center Design Guidelines included herein.

(f) Typical buffer treatment along parcel lines that abut other zoning districts.

Please refer to the US 27 Center Design Guidelines and the Master Development Plan included herein.

(g) Delineation and area of lots and parcels if the master development will be subdivided.

The Master Development Plan consists of two parcels: one north of Griffin Road and one south of Griffin Road. No further subdivision is planned at this time. Please refer to the Master Development Plan and the Plat included herein.

(h) An analysis of the adequacy of police, fire, municipal water and municipal sewer facilities for serving the master plan area.

Police services are provided to the master plan area pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Police Services recorded in Official Records Book 50374, Page 1520 of the Public Records of Broward County. Fire services are provided to the master plan area pursuant to the Interlocal Agreement between the Town of Davie and the Town of Southwest Ranches for Delivery of Emergency Medical, Fire Protection, and Fire Prevention Services recorded in Official Records Book 50374, Page 1550 of the Public Records of Broward County. The Applicant contacted the Town of Davie Police and Fire Rescue Departments regarding the US 27 Business Center prior to submitting this development application package to the Town of Southwest Ranches. No concerns were raised regarding the adequacy of police and fire services to the master plan area. The Applicant will continue to work with the Town of Davie Police and Fire Rescue Departments as development plans progress for the Property.

The City of Pembroke Pines has the availability and capacity to provide water and sewer services to the Property. Please see the City of Pembroke Pines Water and Sewer Availability letter dated April 11, 2023, attached hereto as Exhibit "A."

8

#### **Conclusion**

In its current condition as a vacant, privately owned property having no significant environmental features that would require protection, the Property provides minimal community value. The proposed Rezoning would provide employment opportunities during the construction phases and a long-term tax revenue stream to the Town. For these reasons, the Property would be better utilized as an industrial/commercial development and employment center. As discussed in detail above, the Plan and ULDC provisions applicable to the US Highway 27 Business Future Land Use category and the US Highway 27 Planned Business District result in a comprehensive set of polices, use restrictions, and zoning regulations that were carefully crafted to protect the Town's rural character and lifestyle, while enhancing the tax base. The Rezoning is consistent and compatible with existing and proposed uses in the area; and the Property is substantially separated from properties to the south, west and north by three (3) major thoroughfares, while the Menorah Gardens & Funeral Chapel property provides a substantial buffer between the Property and rural residential uses further east. The Applicant is respectfully requesting Town Council approval of the rezoning of the Property from the A-1 Agricultural Estate zoning district to the US Highway 27 Planned Business District with a text amendment to ULDC Section 051-040(L) to clarify that connection to municipal water and sewer systems is required prior to the issuance of a permit for any building with occupiable space as defined by the Florida Building Code, rather than any building or roofed structure, the master development plan, and the US 27 Business Center Design Guidelines.

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### Exhibit "A"

City of Pembroke Pines Water and Sewer Availability Letter



#### PEMBROKE PINES CITY COMMISSION

Frank C. Ortis MAYOR 954-450-1020 fortis@ppines.com

Iris A. Siple VICE MAYOR DISTRICT 3 954-450-1030 isiple@ppines.com

Jay D. Schwartz COMMISSIONER DISTRICT 2 954-450-1030 jschwartz@ppines.com

Angelo Castillo COMMISSIONER DISTRICT 4 954-450-1030 acastillo@ppines.com

Thomas Good, Jr. COMMISSIONER DISTRICT 1 954-450-1030 tgood@ppines.com

Charles F. Dodge CITY MANAGER 954-450-1040 cdodge@ppines.com April 11, 2023

Ron Bergeron 19612 SW 69<sup>th</sup> Place Pembroke Pines, FL 33332

RE: Request for Letter of Service Availability for Bergeron US-27 Business Center located in the Town of Southwest Ranches, FL.

Dear Mr. Bergeron:

The City of Pembroke Pines has the capacity and capability of providing water and wastewater services to the Bergeron US-27 Business Center located east of US 27 between Stirling Road and the C-11 canal within the Town of Southwest Ranches.

Providing utility services to this site is subject to the Town of Southwest Ranches providing a letter of approval to the City of Pembroke Pines to serve this parcel. Upon receipt of the Town's approval, the Pembroke Pines Commission will consider this request.

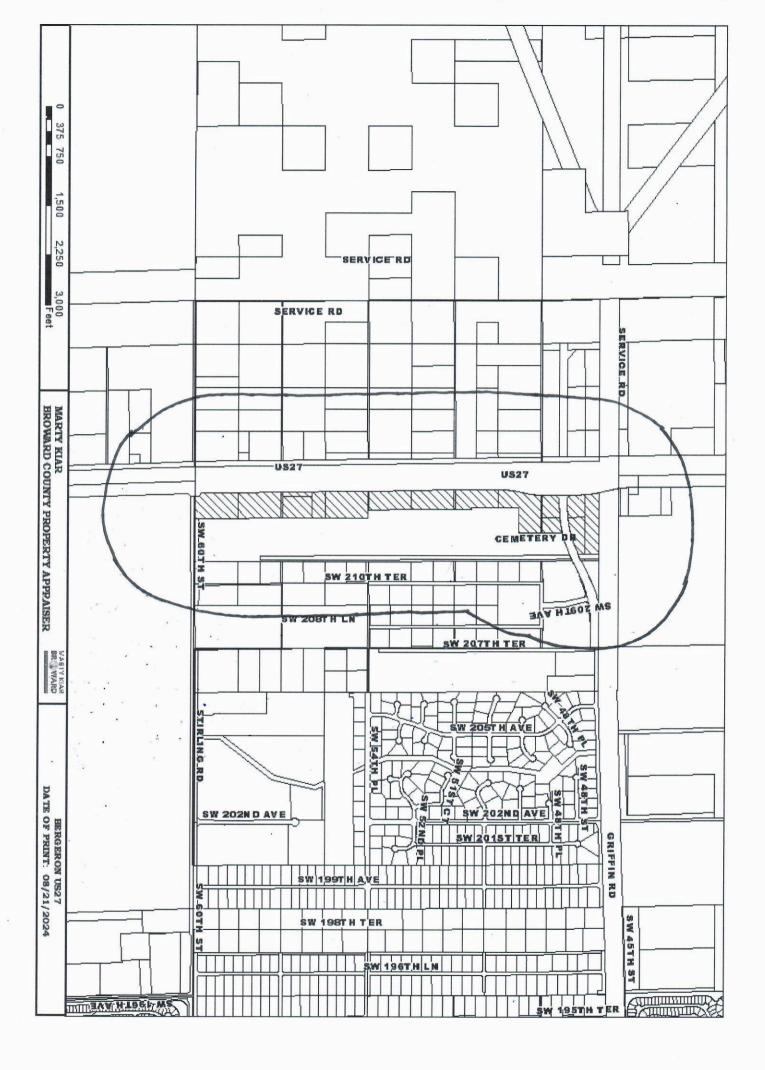
Sincerely,

Charles J. Addae

Charles F. Dodge City Manager

CFD/md

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FOLIO_NUMB	NAME	ADDRESS_LI
503925020130	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503926000015	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503926010150	AMKBJ PARTNERS LTD	7457 PARK LANE
503927010030	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927010090	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD
503927010260	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD
503927020041	SAVITS-DANIEL TRAVEL CENTERS INC	4690 US 27 HWY
503927020042	SAVITS-DANIEL TRAVEL CENTERS INC	4690 US 27 HWY
503927020050	SOUTH FLORIDA WATER MANAGEMENTDISTRICT DDCTD BROWARD COUNTY	115 S ANDREWS AVE RM 501-RP
503927020060	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020071	SAVITS-DANIEL TRAVEL CENTERS INC	4690 US 27 HWY

	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF	
503927020072	RIGHT OF WAY	3400 W COMMERCIAL BLVD

503927020150 SAVITS-DANIEL TRAVEL CENTERS INC

4690 US 27 HWY

503927020151	SAVITS-DANIEL TRAVEL CENTERS INC	4690 US 27 HWY
503927020160	BERGERON US 27 LLC	19612 SW 69 PL
503927020170	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020171	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020172	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020173	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020190	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503927020210	BERGERON US 27 LLC	19612 SW 69 PL
503927020220	BERGERON US 27 LLC	19612 SW 69 PL
503927020230	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503927020231	D & G PALMS LLC	14501 W SUNRISE BLVD
503927020232	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503927020250	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD
503927020260	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680

503927030010	IGLESIA CRISTIANA SENALESDE VIDA INC	20850 GRIFFIN RD
503927030020 503927040010 503927040020	TOWN OF SOUTHWEST RANCHES SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	13400 GRIFFIN RD PO BOX 24680 PO BOX 24680
503934010012	MODERN NATURE LLC	5001 SW 210 TER
503934010013		13200 SW 28 CT
503934010014	IGLESIA C SENALES DE VIDA INCD/B/A SEGADORES DE VIDA	20850 GRIFFIN RD
503934010020	BERGERON US 27 LLC	19612 SW 69 PL
503934010021	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503934010030 503934010040	SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680 PO BOX 24680
503934010050 503934010060	SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680 PO BOX 24680
503934010070	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010080	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010090	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010100	BERGERON US 27 LLC	19612 SW 69 PL
503934010130	WARREN,AUDREY L	5131 SW 210 TER
503934010141	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD
503934010150	AGP TRACTOR INC	1573 SALERNO CIR
503934010160	DONKOR, CHARANDONKOR, SHANI	5215 SW 210 TER
503934010161	KHAN'S NURSERY INC	5425 SW 210 TER
503934010170	BERGERON US 27 LLC	19612 SW 69 PL
503934010180 503934010190 503934010200 503934010201 503934010250 503934010260	SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680
503934010270	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680

503934010280	BERGERON US 27 LLC	19612 SW 69 PL
503934010290	JUST PERFECT LANDSCAPING INC	5345 SW 210 TER
503934010300	FAMILY VALUES MOVING & STORAGELLC	5320 SW 210 TER
503934010301	M & J INVESTMENT OF MIAMI INC	10601 NW 123 STREET ROAD
503934010310	ORAMAS,PEDRO GUERRA,OSWALDO ALBERTO H/ELOAYZA,ADDYS	5385 SW 208 LN
503934010312	ELOISA	5305 SW 208 LANE
503934010313	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503934010330	CITY OF PEMBROKE PINES	601 CITY CENTER WAY
503934010340	BERGERON US 27 LLC	19612 SW 69 PL
503934010350 503934010360 503934010370 503934010390	SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680
503934010400	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010410	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010420	BERGERON SW RANCHES US 27 LLC	19612 SW 69 PL
503934010430	BERGERON SW RANCHES US 27 LLC	19612 SW 69 PL
503934010431	BERGERON SW RANCHES US 27 LLC	19612 SW 69 PL
503934010460	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010470 503934010480 503934010490 503934010500 503934010540 503934010541	SOUTH FLORIDA WATER MANAGEMENTDISTRICT SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680 PO BOX 24680
503934010550	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
503934010570 503934010571 503934010572 503934010580 503934010590 503934010610 503934010611	BERGERON US 27 LLC LAWLER,PETER JAMES LEO EMMAUS PROPERTY HOLDINGS LLC KHAN,HABEEB & MOONIAHKHAN FAM TR FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY HERDE,ROGER M & LAURA AHERDE FAM REV LIV TR 1464 GROVE LLC	19612 SW 69 PL 20950 SW 54 PL 4700 SW 186 AVE 5425 SW 210 TER 3400 W COMMERCIAL BLVD 5701 SW 210 TER 5601 SW 210 TER
503934010630 503934010631	MARTINEZ,RONALD & ALEXANDRA M EDJAC LLC	5803 SW 210 TER 15200 TATENSHALL TRL

PO BOX 15589

503934010660 TOWN OF SOUTHWEST RANCHES

503934020010 503934050010 503934060010 503934070010 503934090011 503934100010	SCI FUNERAL SERVICES OF FL LLC CAMACHO,ISRAEL SR ICAZUL SAC LLC CID,RIGOBERTO & AMPARO GANDICA,GONZALO & NIURKADDCTD PBLC LAND %SOUTHWEST RNCHS CID,RIGOBERTO & AMPARO	1929 ALLEN PKWY 20521 SW 54 PL 16880 SW 59 CT 19910 NW 8 ST 13400 GRIFFIN RD 5130 SW 210 TER
503934110010 503934110011 503934120010 503934130010 503934140010 503934150010 503934150020	CID,RIGOBERTO & AMPARO CID,RIGOBERTO & AMPARO / DDCTDPUBLIC LAND %SOUTHWEST RANCHES OPPORTUNITIES & INVESTMENTS LLC RARE FRUIT & VEGETABLE COUNCIL SW 210 PROPERTY LLC CORREAL,ANTONIO JRIOS,LUZ D ABRAMS LAND HOLDINGS LLC	5130 SW 210 TER 13400 GRIFFIN RD 1521 ALTON RD SUITE 802 5105 SW 208 LN 8740 NW 99 ST 1397 NW 92 TER 3500 PARK CENTRAL BLVD
503935130020	PUBLIC LAND% CITY OF PEMBROKE PINES	601 CITY CENTER WAY
513903010020	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
513903010030	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
513903010031	GLASS,SHARON ILENE	6101 US HWY 27
513903010032 513903010033	DCF 27 LLC DCF 27 LLC	5846 S FLAMINGO RD PMB 286 5846 S FLAMINGO RD PMB 286
513903010040	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680
513903010150	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD
513903010200	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD
513903010220	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD

PUBLIC LAND% TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

513903010230

540000040000	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF	
513903010280	RIGHT OF WAY BROWARD COUNTYBOARD OF COUNTY	3400 W COMMERCIAL BLVD
513903030010	COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
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	PUBLIC LAND % BROWARD COUNTYBOARD OF	
513903030020	COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP

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WEST PALM BEACHFL334164680TRS 58,59 & 60 LYINGS OF REVISED S R/W/L OF GRIFFINRD,LESS THEREFROM ST RD 27 R/W &LESS W 100 OF TR 58AKA:CASE NO 02-001734PARCEL 101-037 EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 61 LESS REVISED ST RD R/W &LESS RD DESC IN OR 5964/342PEMBROKE PINESFL33332EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 62 LESS PT IN SHARON GARDENSMEMORIAL PARK 84-40 B & LESSRD DESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344PEMBROKE PINESFL33332EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 62 LESS PT IN SHARON GARDENSMEMORIAL PARK 84-40 B & LESSRD DESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344
WEST PALM BEACHFL334164680TR 58AKA:CASE NO 02-001734PARCEL 101-037 EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 61 LESS REVISED ST RD R/W &LESS RD DESC IN OR 5964/342PEMBROKE PINESFL3332EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 62 LESS PT IN SHARON GARDENSMEMORIAL PARK 84-40 B & LESSRD DESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344 EVERGLADES LAND CO SUB S1/237-50-39 2-1 DTH 62 LESS PT OR 5964/344 EVERGLADES LAND CO SUB S1/237-50-39 2-1 DTH 62 LESS PT OESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344 EVERGLADES LAND CO SUB S1/237-50-39 2-1 DTHAT PORTION OF TRS 50 & 63 DESCAS BEG W/L OF TR 50 & S/L OFS NEW RIVER CANAL, SLY 278.97, ELY 263.33 TO P/C, NELY 435.36, WLY ALG S/L OF CANAL 645.22 TOPOBDESC IN OR
PEMBROKE PINESFL33332EVERGLADES LAND CO SUB S1/227-50-39 2-1 DTR 62 LESS PT IN SHARON GARDENSMEMORIAL PARK 84-40 B & LESSRD DESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344 EVERGLADES LAND CO SUB S1/237-50-39 2-1 DTHAT PORTION OF TRS 50 & 63 DESCAS BEG W/L OF TR 50 & S/L OFS NEW RIVER CANAL,SLY 278.97,ELY 263.33 TO P/C,NELY 435.36,WLY ALG S/L OF CANAL 645.22 TOPOBDESC IN OR
PEMBROKE PINESFL33332IN SHARON GARDENSMEMORIAL PARK 84-40 B & LESSRD DESC IN OR 5964/342 & LESSPT DESC IN OR 5964/344 EVERGLADES LAND CO SUB S1/237-50-39 2-1 DTHAT PORTION OF TRS 50 & 63 DESCAS BEG W/L OF TR 50 & S/L OFS NEW RIVER CANAL,SLY 278.97,ELY 263.33 TO P/C,NELY 435.36,WLY ALG S/L OF CANAL 645.22 TOPOBDESC IN OR
PORTION OF TRS 50 & 63 DESCAS BEG W/L OF TR 50 & S/L OFS NEW RIVER CANAL,SLY 278.97,ELY 263.33 TO P/C,NELY 435.36,WLY ALG S/L OF CANAL 645.22 TOPOBDESC IN OR
EVERGLADES LAND CO SUB S1/227-50-39 2-1 DCOMM S/L SEC 27 WITH SLY EXT OFE/L TR 63,WLY 40.01,NLY 10 TOS/L OF TR 63 & POB,CONT NLY326.97,NWLY 314.01,NWLY 50.52 TOP/C,SWLY 200,SW 150 TO P/C,SWLY16.19,SW 120.57 TO P/C,SWLY58.54 TO W/L OF TR 63,SLY453.15,ELY 618.53 TO POBDESC IN OR 9901/337 & LESS S 200F E 344.07 THEREOF
SUNRISEFL33323FOR RD R/WEVERGLADES LAND CO SUB S1/227-50-39 2-1 DPORTIONTRACTS 63 & 64 AS DESCFOR SW 209TH AVE & SW 50TH
ST,AS PREVIOUSLY DESC IN OR BK9703 PG 404 & IN ORD SOUTHWEST RANCHES FL 33330 2628 45420/35LESS POR OF R/W DESC IN ORD OR45420/35 EVERGLADES LAND CO SUB S1/227-50-39 2-1 DW 75 OF THE
R/W OF ST RD 25LYING S OF S/L OF SOUTH NEWRIVER FORT LAUDERDALE FL 33309 3421 CANAL R/W EVERGLADES LAND CO SUB S1/22-1 D 27-50-39ALL
EVERGEADES LAND CO SOB ST/22-1 D 27-30-39ALL         PROPERTY KNOWN AS SOUTH NEWRIVER CANAL LYING         WEST PALM BEACH       FL       33416       4680       WITHIN SAIDSEC 27 LESS POR WITHIN ST RD 25(US 27)

				WEST BROWARD WORSHIP CENTER FORJEHOVAHS WITNESSES PLAT 118-3 BPARCEL A & TOGETHER WITH TRACT 1LESS W 25 FOR RD & TRACT 2 LESSE 25 & LESS N 15 & TRACT 3 LESSW 25 & LESS N 15 FOR RD OFEVERGLADES
SOUTHWEST RANCHES	FL	33332	2016	LAND CO 34-50-39OF 2-1 D WEST BROWARD WORSHIP CENTER FORJEHOVAHS
				WITNESSES PLAT 118-3 B20' R/W DEDICATION, LESS ORD
SOUTHWEST RANCHES		33330	2628	ASDESC IN OR 45420/35 BIG CORNER FARMS 127-47 BLOT 1
WEST PALM BEACH WEST PALM BEACH	FL FL	33416 33416	4680 4680	BIG CORNER FARMS 127-47 BLOT 1 BIG CORNER FARMS 127-47 BLOT 2
WEST FALW DEACH	ΓL	55410	4000	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 4 LESS S
SOUTHWEST RANCHES	FI	33332		330.23 & LESS E25 FOR RD R/W PER OR 45420/35
	• =	00002		EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 4 S 330.23
COOPER CITY	FL	33330		LESS E 25 FORRD R/W PER OR 45420/35
				EVERGLADES LAND CO SUB34-50-39 2-1 DTR 32 N1/2,LESS
SOUTHWEST RANCHES	FL	33332		POR OF R/W DESCIN OR 45420/35
				EVERGLADES LAND CO SUB34-50-39 2-1 DTR 6 & 7 LESS PT IN SHARONGARDENS MEMORIAL PARK 84-40 B,TR 8 LESS RD R/W & LESS PT INCIN PAR 112 OF CA 78-831 FOR R/WLESS PT
PEMBROKE PINES	FL	33332		OF A 27 FT STRIPDESC IN OR 16408/691
				34-50-39R/W & MAINTENANCE AREA FORSW 208 LN,SW 209
SOUTHWEST RANCHES	FL	33330	2628	AVE,SW 210 TER& SW 50 AVE AS DESC IN OR45420/35 EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 9 LESS ST
WEST PALM BEACH	FL	33416	4680	RD R/W
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 10
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 11
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 12,13 EVERGLADES LAND CO SUB34-50-39 2-1 DTR 14,19 N1/2,21
WEST PALM BEACH	FL	33416	4680	N1/2,22 N1/2 &24 N1/2 LESS ST RD R/W
		00410	4000	EVERGLADES LAND CO SUB34-50-39 2-1 DS1/2 OF TRACTS 19
WEST PALM BEACH	FL	33416	4680	TO 23,TR 24 S1/2 LESS ST RD R/WAKA:PROJECT:EBS
				EVERGLADES LAND CO SUB34-50-39 2-1 DTRS 18 N1/2,20
WEST PALM BEACH	FL	33416	4680	N1/2,23 N1/2
				EVERGLADES LAND CO SUB34-50-39 2-1 DTR 25 LESS
				REVISED ST RD R/W,26LESS PT IN SHARON GARDENSMEMORIAL PARK 84-40 BLESS PT OF A 27 FT
PEMBROKE PINES	FL	33332		STRIPDESC IN OR 16408/691
I EMDITORE I INEO		00002		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 29 LESS N 330 &
SOUTHWEST RANCHES	FL	33332	1512	LESS E 25FOR RD R/W PER OR 45420/35
				EVERGLADES LAND CO SUB34-50-39 2-1 DTR 34 S1/2 LESS E
PEMBROKE PINES	FL	33332		25 FOR R/W
	гі	22227		EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 35 N1/2 LESS E 25 FOR R/W
WESTON	FL	33327		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 36 N 1/2 LESS E
SOUTHWEST RANCHES	FL	33332		25 FOR R/W
				EVERGLADES LAND CO SUB34-50-39 2-1 DTR 36 S 1/2 LESS E
SOUTHWEST RANCHES	FL	33332		25 FOR RD R/W
				EVERGLADES LAND CO SUB2-1 D 34-50-39TR 39 LESS PT IN
				SHARONGARDENS MEMORIAL PARK 84-40 B,TR 40 LESS
PEMBROKE PINES	FL	33332		REVISED ST RD R/W
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 41 LESS ST RD R/W
WEST PALM BEACH	FL	33416 33416	4680 4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 42
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 42
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 43
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 53,75
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB34-50-39 2-1DTRACT 54,55
				EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 56 LESS ST
WEST PALM BEACH	FL	33416	4680	RD R/W

				EVERGLADES LAND CO SUB2-1 D 34-50-39TR 57 LESS
				REVISED ST RD R/W,58 LESS PT IN SHARON
PEMBROKE PINES	FL	33332		GARDENSMEMORIAL PARK 84-40 B EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 61 LESS E
SOUTHWEST RANCHES	FL	33332		25 FOR RD R/W EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 62 N1/2
SOUTHWEST RANCHES	FL	33332		LESS W 25 FORRD R/W
MEDLEY	FL	33178		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 62 S1/2 LESS W 25 FOR RDR/W
SOUTHWEST RANCHES	FL	33332	1553	EVERGLADE LAND CO SUB2-1 D 34-50-39SOUTH 1/2 OF TRACT 63, LESS E 25FOR ROAD R/W & LESS S 15
SOUTHWEST RANCHES	FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39NORTH 1/2 OF TRACT 63, LESS E 25FOR ROAD R/WAKA: LOT 2
SOUTHWEST RANCHES	FI	33330		EVERGLADE LAND CO SUB2-1 D 34-50-39SOUTH 15 OF TRACT 63, LESS E 25
PEMBROKE PINES	FL	33025		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACTS 65,66,95,96,97,98,127,128
-				EVERGLADES LAND CO SUB2-1 D 34-50-39TR 71,72 LESS ST
FORT LAUDERDALE	FL	33332		RD 25 R/W,103,104 LESS ST RD 25 R/W EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 73 LESS ST
WEST PALM BEACH	FL	33416	4680	RD R/W
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 74
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 76
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 85,86
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 87 S1/2,88 S1/2 LESSST RD R/W
				EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 87 N1/2,88
WEST PALM BEACH	FL	33416	4680	N1/2 LESSST RD R/WAKA:TRACT 12-101-067CA 02-10957CACE 02
WEST FALIVI DEACH	ΓL	33410	4000	EVERGLADES LAND CO SUB2-1 D 34-50-39TR 89 LESS ST RD
FORT LAUDERDALE	FL	33332		25 R/W & LESSN 200
FORT LAUDERDALE	FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TR 90 LESS N 200 EVERGLADES LAND CO SUB2-1 D 34-50-39TR 89 N 200 LESS
FORT LAUDERDALE	FL	33332		ST RD R/W,TR 90 N 200 EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 105 S 160
WEST PALM BEACH	FL	33416	4680	LESS RD R/WNO 26
		22446	4690	EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 105 LESS S
WEST PALM BEACH	FL	33416	4680 4680	160 AND LESSRD R/W,TRACT 106 LESS S 160 EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 106 S 160
WEST PALM BEACH	FL	33416		
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 107
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 108
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TR 117
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TR 118
WEST PALM BEACH	FL	33416	4680	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 119,120 LESS RD R/WNO 26
FORT LAUDERDALE	FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 121 LESS ST RD R/W& TRACT 122
SOUTHWEST RANCHES		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 67
				EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 07 EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 94
SOUTHWEST RANCHES		33332	4540	EVERGLADES LAND CO SUB2-1 D 34-50-391 RACT 94 EVERGLADES LAND CO SUB2-1 D 34-50-391 RACT 68 S1/2
SOUTHWEST RANCHES	FL	33332	1510	EVERGLADES LAND CO SUB2-1 D 34-50-391 RACT 68 S1/2 EVERGLADES LAND CO SUB S1/227-50-39 2-1 DW 75 OF THE
FORT LAUDERDALE	FL	33309	3421	R/W OF ST RD 25THRU THE SECTION
SOUTHWEST RANCHES	FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 93 S1/2
SOUTHWEST RANCHES		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 93 N1/2 EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 100 LESS
SOUTHWEST RANCHES	FI	33332		N1/2
SOUTHWEST RANCHES		33331		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 100 N1/2
	. –			

TALLAHASSEE	FL	32317		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 125 EVERGLADES LAND CO SUB 2-1 D34-50-3910' ROAD R/W LYING S OF AND ADJTO TRACTS 61-64 AND 10' RD R/WLYING N OF AND ADJ TO TRACTS65-68 AS PER PLAT AND PER
SOUTHWEST RANCHES	FL	33330	2628	R/WMAP 13-81 LESS P/P/A 145/19 BALEX PLAT SHARON GARDENS MEMORIAL PARK84-40 B, LESS NLY 120
				FOR RD ASSHOWN ON THE PLAT, TOG W SHARONGARDENS MEML. PARK REV. NO ONE88-34 B, & SHARON GARDENS MEML.PARK REV. THREE 110-38 B, TOG WS1/2 OF TRS 101 & 102 & ALL TRS123 & 124, EVERGLADES LAND COSUB 2-1D 34- 50-39,LESS POR LYINGS OF LINE 55 N & PARA WITH S/LSEC 34, TOG W PR TRS 7 & 26 DESCIN OR 16408/691, LESS SPACESSOLD, LESS CANAL DESC IN OR 5964/344 AKA: 81.29
HOUSTON	ТΧ	77019		GROSS AC PER GIS
FORT LAUDERDALE	FL	33332		A-CATOUVA 138-50 BTRACT "A"
SOUTHWEST RANCHES	FI	33331		ALEX PLAT 145-19 BTRACT "A"
PEMBROKE PINES	FL	33029		EL CID 145-22 BTRACT "A"
		00020		NICKY'S PLAT 154-18 BE 25 FT RD FOR ROW DEDICATED
		33330	2628	BYTHIS PLAT
SOUTHWEST RANCHES				
SOUTHWEST RANCHES	FL	33332	1511	LAKE PLAT 154-19 BTRACT A
				GARDEN PLAT 154-20 BTRACT A, TOG WITH TRACT A
SOUTHWEST RANCHES	FL	33332	1511	OFNICKY'S PLAT 154-18 B
				GARDEN PLAT 154-20 BE 25 FT RD FOR ROW DEDICATED
SOUTHWEST RANCHES	FL	33330	2628	BYTHIS PLAT
MIAMI	FL	33139		R & J MC HUGH PLAT 155-6 BTRACT "A"
SOUTHWEST RANCHES	FL	33332	1555	RARE FRUIT 156-49 BTRACT A LESS E 25 FOR R/W
MEDLEY	FL	33178		EXCEL LINERS PLAT 157-30 B157-30 BTRACT A
CORAL SPRINGS	FL	33071		SOUTHWEST PINES 172-88 BLOT 1 LESS E 25' FOR R/W
POMPANO BEACH	FL	33064		SOUTHWEST PINES 172-88 BLOT 2 LESS E 25' FOR R/W
I OWI AND BEACH	16	55004		FRANKLIN ACADEMY 6-12 181-189 BRIGHT OF WAY
		00004	4400	DEDICATED TO THEPUBLIC PER THE PLAT
PEMBROKE PINES	FL	33024	4409	
				EVERGLADES LAND CO SUB 2-1 D3-51-39TR 5 LESS ST RD,6 &
				7 LESSTHAT POR OF SAID TRS LYINGWITHIN 30 OF N/L OF
WEST PALM BEACH	FL	33416	4680	SEC,TR 10
				EVERGLADES LAND CO SUB 2-1 D3-51-39TR 11 S1/2,TR 12
WEST PALM BEACH	FL	33416	4680	S1/2LESS ST RD R/W
				EVERGLADES LAND CO SUB 2-1 D3-51-39TR 12 N1/2 LESS
SOUTHWEST RANCHES	FL	33332		PTDESC IN OR 5629/167 LESSST RD R/W
				EVERGLADES LAND CO SUB 2-1 D3-51-39TR 12 E 264 OF S1/2
COOPER CITY	FL	33330		OF N1/2LYING W OF ST RD
COOPER CITY	FL	33330		EVERGLADES LAND CO SUB 2-1 D3-51-39TRACT 11 N1/2
		00000		EVERGLADES LAND CO SUB 2-1 D3-51-39TRACT 21 LESS ST
WEST PALM BEACH	FL	33416	4680	RD R/WAKA:PARCEL 102-018
WEST I ALIVI BEACH	16	55410	4000	EVERGLADES LAND CO SUB2-1 D 3-51-39W 75 OF THE R/W
	-	00000	0404	OF ST RD 25THRU SECTION
FORT LAUDERDALE	FL	33309	3421	OF ST RD 20THRU SECTION
				EVERGLADES LAND CO SUB 2-1 D3-51-39THAT PT OF TRACTS
				4,13,20,29,36,45 & 52 LYING WITHIN FOL BDY,COMM SE COR
				SEC 3,W 2639.42, N593.50 TO POB,CONT N 4730.39, N51.03,E
				327.39, S 110.09,SW71.71, S 4142.66, SLY 279.55, SE200, W
FORT LAUDERDALE	FL	33309	3421	347.55 TO POB LESSEXISTING R/WAKA: PARCEL 108
				EVERGLADES LAND CO SUB 2-1 D3-51-39THAT PT OF TRACTS
				5,6 & 7 LYINGW OF W R/W/L US 27 AND WITHIN 30FT OF N/L
SOUTHWEST RANCHES	FL	33330	2628	OF NW1/4 OF SEC 3 LESSPREVIOUSLY DEEDED R/W
	· –		_020	EVERGLADES LAND CO SUB 2-1 D3-51-3920 FT ROAD R/W
				LYING W OF WR/W/L US 27 AND LYING BETWEENTRACTS
SOUTHWEST RANCHES	FI	33330	2628	10,11,12 AND 21,22,23 ASDEDICATED PER PLAT
SOUTHWEST KANCHES	ΓL	00000	2020	

				EVERGLADES LAND CO SUB 2-1 D3-51-39ROAD RIGHT OF WAY FOR US 27LYING WITHIN SEC 3-51-39 AS PERR/W MAP 3-
FORT LAUDERDALE	FL	33309	3421	16
				BROWARD COUNTY INTERIMCONTINGENCY SANITARY
FORT LAUDERDALE	FL	33301	1801	LANDFILL135-7 BTRACT "A"
				BROWARD COUNTY INTERIMCONTINGENCY SANITARY
				LANDFILL135-7 BROAD RIGHTS OF WAY DEDICATED
FORT LAUDERDALE	FL	33301	1801	PERPLAT



Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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: Emily Aceti, Community Services Manager
- **DATE:** 10/24/2024
- **SUBJECT:** Agreement with Chen Moore and Associates to Complete a Comprehensive Vulnerability Assessment

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### Unanimous Vote of the Town Council Required?

No

#### **Strategic Priorities**

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

#### **Background**

The Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adaptation to impacts associated with flooding and sea level rise. The Town was awarded a \$200,000 grant to complete a town wide comprehensive vulnerability assessment.

As a South Florida community in near proximity to the Atlantic Coast, Southwest Ranches is particularly vulnerable to adverse impacts resulting from flooding and sea level rise. Identifying these hazards and determining the Town's asset vulnerability and risk exposure to flooding and sea level rise is a necessary step to securing a safe and more resilient future for Southwest Ranches residents.

The Town advertised Request for Qualifications RFQu 24-001 for the Comprehensive Vulnerability Assessment on June 5, 2024. The Town received the following seven (7) responses on July 11, 2024.

In alphabetical order: Aptim Arcadis US Inc BCC Engineering Chen Moore and Associates Halff Associates, Inc. Keith and Associates Inc. dba KEITH Kimley Horn and Associates

The Selection Committee ranked the proposals in accordance with the selection criteria stipulated in the solicitation and shortlisted the following three proposers to provide oral presentations and interviews:

Arcadis US Inc. Chen Moore and Associates Kimley Horn and Associates

After presentations, the Selection Committee then ranked the proposals as follows: Arcadis US Inc. - 249 points Chen Moore and Associates - 246 points Kimley Horn and Associates - 235 points

The Town then entered into negotiations with Arcadis US Inc. However, the Town Council and Arcadis US Inc. did not enter into an agreement. As per Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes § 287.055, the Town officially ceased negotiations with Arcadis US Inc. and negotiated this proposed agreement with Chen Moore and Associates.

#### Fiscal Impact/Analysis

Chen Moore and Associates' proposal totals \$200,000. The Town was awarded a \$200,000 grant with no required Town match. This grant award was anticipated, and the funding commitment has been included within the Transportation Fund of the adopted FY 2024-2025 Town Budget.

#### Staff Contact:

Rod Ley, P.E., Public Works Director Emily Aceti, Community Services Manager Emil Lopez, Town Financial Administrator Christina Semeraro, Procurement Officer

#### ATTACHMENTS:

Description Resolution - TA Approved - FINAL Agreement Scope of Work

Туре
Resolution
Agreement
Exhibit

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#### **RESOLUTION NO. -**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN SOUTHWEST RANCHES, FLORIDA, **APPROVING** ΔN AGREEMENT WITH CHEN MOORE AND ASSOCIATES IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) PREPARE TO Α COMPREHENSIVE VULNERABILITY ASSESSMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND **PROVIDING AN EFFECTIVE DATE.** 

**WHEREAS**, the Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise; and

**WHEREAS**, the Town was awarded a Two Hundred Thousand Dollar and Zero Cents (\$200,000.00) Resilient Florida Program Planning Grant through the Florida Department of Environmental Protection to prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment; and

**WHEREAS,** the Town advertised Request for Qualifications RFQu 24-001 for the Comprehensive Vulnerability Assessment on June 5, 2024; and

WHEREAS, the Town received seven (7) responses on July 11, 2024; and

**WHEREAS,** the Selection Committee ranked the top three (3) proposals; and

**WHEREAS,** as per Consultant's Competitive Negotiation Act ("CCNA"), Florida Statutes § 287.055, the Town negotiated this proposed agreement with Chen Moore and Associates; and

**WHEREAS,** Chen Moore and Associates' proposal totals Two Hundred Thousand Dollars and Zero Cents (\$200,000.00); and

**WHEREAS,** this grant funding commitment requiring no Town match has been included in the adopted FY 2024-2025 Town Budget; and

**WHEREAS,** the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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

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

**Section 2.** The Town Council hereby approves an Agreement with Chen Moore and Associates in the amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to prepare the Town's Comprehensive Vulnerability Assessment, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Town Administrator to execute the Agreement 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 to effectuate the intent of this Resolution.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 on a motion by

and seconded by \_\_\_\_\_\_.

Breitkreuz Kuczenski	 Ayes	
Allbritton Hartmann Jablonski	Nays Absent Abstaining	

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 1001.083.2024

#### EXHIBIT A – AGREEMENT



#### AGREEMENT

#### BETWEEN THE

#### TOWN OF SOUTHWEST RANCHES

#### AND

#### CHEN MOORE AND ASSOCIATES

FOR

### "RFQu 24-001 COMPREHENSIVE VULNERABILITY ASSESSMENT"

#### AGREEMENT FOR "RFQu 24-001 COMPREHENSIVE VULNERABILITY ASSESSMENT"

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of \_\_\_\_\_\_ 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Chen Moore and Associates (hereinafter referred to as "Consultant").

WHEREAS, the Town desires a Comprehensive Vulnerability Assessment ("Project"); and

WHEREAS, the Town advertised a Request for Qualifications, RFQu No. 24-001 on June 5, 2024 ("RFQu"); and

WHEREAS, 7 proposals were received by the Town on July 11, 2024; and

**WHEREAS**, the Town has adopted Resolution No. 2024- \_\_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected Chen Moore and Associates for award of the Project.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

#### Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Consultant agrees to perform the duties and responsibilities as defined herein and in the RFQu to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the RFQu, the Consultant's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Consultant's performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Proposal and entering into this Agreement, Consultant represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFQu and the CONTRACTOR'S Response

to the RFQu. When the terms and conditions of this Contract may be read as consistent with the RFQu, then and in that respect, the terms of both the RFQu and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFQu or the response to the RFQu, then the terms and conditions of this Contract shall be binding on both parties and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive contract. The TOWN may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQu, or any aspect of the Services if the TOWN deems it to be in the best interest of the TOWN.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

#### Section 2: Term of this Agreement and Agreement Time

2.1 Town and Consultant agree that Consultant shall perform all Work under this Agreement for

### "RFQu 24-001 COMPREHENSIVE VULNERABILITY ASSESSMENT"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Consultant shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Consultant waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Consultant agree that Consultant shall perform all Work under this Agreement and achieve substantial completion of the Work by December 31, 2025, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
  - (i) All Work has been completed.
- 2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

All work shall be substantially complete no later than **December 31, 2025**.

#### Section 3: Compensation & Method of Payment

- 3.1 Consultant shall render all Work to the Town under the Agreement for a total, not to exceed, \$200,000.00 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Consultant in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Notwithstanding any provision of this Contract to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by TOWN.

#### Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Consultant, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

#### Section 5: Consultant's Responsibility for Safety

5.1 Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Consultant shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

#### Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Consultant shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFQu.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Consultant's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Consultant's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Consultant shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Consultant shall carry the following minimum types of Insurance:
  - A. WORKER'S COMPENSATION: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY**: Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Proposers, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. <u>PROFESSIONAL LIABILITY(ERRORS & OMISSIONS)</u>: Not less than \$500,000 per each occurrence, covering any damages caused by an error, omission or any negligent acts.
- 6.7 Consultant shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Consultant's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330

and

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

- 6.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Consultant's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

- 6.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Consultant's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONSULTANT SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Consultant's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

#### Section 7: Copyrights and Patent Rights

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Consultant agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

#### Section 8: Laws and Regulations

Consultant agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

#### Section 9: Taxes and Costs

All federal, state and local taxes relating to the Consultant's Work under this Agreement and, similarly, all costs for licenses, or certifications to perform the Work under this Agreement shall be paid by the Consultant.

#### Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

#### Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

# During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Proposers and sub-Proposers with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Proposers and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

#### Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

#### Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

#### Section 15: Funding

The obligation of Town for payment to Consultant for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### Section 16: Manner of Performance

Consultant agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Consultant agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

#### Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Consultant acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Consultant has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFQu process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFQu and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to Town, to transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

#### Section 18: Termination

The Agreement may be terminated upon the following events:

- **A.** <u>**Termination by Mutual Agreement**</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- Termination for Convenience. This Agreement may be terminated for Convenience by В. Town upon Town providing Consultant with thirty (30) calendar day's written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Consultant in any legal proceeding against Town. Upon being notified of Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for Town's right to terminate this Agreement for Convenience.
- C. <u>Termination for Cause.</u> In the event of a material breach by Consultant, Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Consultant for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically

deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

- **D.** <u>**Termination for Lack of Funds.**</u> In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Consultant for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- E. <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - 1. Consultant's violation of the Public Records Act;
  - 2. Consultant's insolvency, bankruptcy or receivership;
  - 3. Consultant's violation or non-compliance with Section 11 of this Agreement;
  - 4. Consultant's failure to maintain any Insurance required by Section 6 of this Agreement; or
  - 5. Consultant's violation of Section 19 of this Agreement.

#### Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Consultant shall result in Town's immediate termination of this Agreement.

# Section 20: Use of Awarded Proposal by Other Governmental Units

Consultant agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Consultant's provision of Work or services to any other governmental unit.

#### Section 21: Change Orders and Modification of Agreement

Town and Consultant may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Agreement.

#### Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Consultant's performance of the Work under this Agreement, and Consultant shall be and remain liable to the Town for all damages to the Town caused by the Consultant's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

#### Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

#### Section 24: WAIVER OF RIGHT TO JURY TRIAL

## BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

#### Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

#### Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Consultant's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

#### Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

#### Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

#### Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

#### Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

# Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

#### Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via

overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

#### With a copy to:

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

#### If to Consultant:

Peter Moore, President Chen Moore and Associates (CMA) 500 West Cypress Creek Road, Suite 600 Fort Lauderdale, FL 33309

#### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Consultant shall be withheld until all documents are received by Town as provided herein.
- **B.** <u>Audit and Inspection Rights and Retention of Records</u>. Town shall have the right to audit the books, records and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Consultant shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Consultant is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Consultant shall respond to the reasonable inquiries of successor Proposers and allow successor Proposers to receive working papers relating to matters of continuing significance. In addition, Consultant shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. <u>Independent Contractor</u>. Consultant is an independent contractor of Town under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Consultant. This Agreement shall not constitute or make Town and Consultant a partnership or joint venture.
- **D.** <u>Conflicts</u>. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement. Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Consultant is permitted to utilize subcontractor to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractor, by written contract, from having any conflicts within the meaning of this Section.

E. <u>Contingency Fee</u>. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at

its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- **F.** <u>Materiality and Waiver of Breach</u>. Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of this Agreement shall not be deemed a waiver of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of this Agreement.</u>
- **G.** Joint Preparation. Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace. Consultant shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- **K.** <u>**Truth-in-Negotiation Certificate**</u>. Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Chen Moore and Associates and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the  $15^{\text{H}}$  day of October 2024.

WITNESSES:

Joel Ramos

CONSULTANT.				
By:	of October 2024			

**TOWN OF SOUTHWEST RANCHES** 

By: \_\_\_\_\_\_\_Steve Breitkreuz, Mayor

\_\_\_\_\_ day of \_\_\_\_\_\_ 2024

By:

Russell Muñiz, Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_ 2024

**ATTEST:** 

Debra Ruesga, Town Clerk

#### **APPROVED AS TO FORM AND CORRECTNESS:**

Keith M. Poliakoff, Town Attorney 1001.030.2024

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October 15, 2024

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

# Subject: Scope of Services for the Town of Southwest Ranches Comprehensive Vulnerability Assessment

Chen Moore and Associates (CMA) is pleased to submit this Scope of Services to provide professional engineering services for the preparation of a Comprehensive Vulnerability Assessment (VA) for the Town of Southwest Ranches. As part of each task, our team will provide a Task Deliverables Memorandum. This can be provided to the granting agency so that they can easily see that all task deliverables have been met.

#### TASK 1 – KICK OFF MEETING (REMOVED – COMPLETED BY TOWN)

#### TASK 2 – ASSEMBLE STEERING COMMITTEE (REMOVED – COMPLETED BY TOWN)

#### TASK 3 – CONDUCT STEERING COMMITTEE MEETINGS

The CONSULTANT will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, up to two additional meetings may be necessary to provide guidance at critical decision points through the project process.

Deliverable(s):

- **3.1: Meeting agenda** to include location, date, and time of meeting.
- **3.2: Meeting sign in sheets** with attendee names and affiliations.
- **3.3: A copy of the presentation(s) and any materials** created for distribution at the meeting, as applicable.
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

#### TASK 4 – PUBLIC OUTREACH MEETING #1

The CONSULTANT will conduct two (2) public meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input



on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will prepare all social media content, meeting invitations, meeting materials, presentations, and graphics for both public meetings.

The City will provide the location for the public meeting and the Consultant will be responsible for all other aspects of the meeting. ADA services, if needed, are not included within this scope. The meeting is proposed to be in-person with a hybrid option.

Deliverable(s):

- **4.1: Meeting agendas** indicating location, date, and time of meetings; sign-in sheets identifying the number of citizens, steering committee attendees, and county/municipality staff attendees.
- **4.2: Meeting sign in sheets** with attendee names and affiliations.
- **4.3: A copy of the presentation(s) and any materials** created for distribution at the meeting, as applicable.
- 4.4: Video or audio recording(s) from the meetings.
- **4.5: Summary report** including attendee input and meeting outcomes.

#### TASK 5 – ACQUIRE BACKGROUND DATA

The CONSULTANT will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the CONSULTANT's discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the CONSULTANT shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The CONSULTANT shall rectify any gaps of necessary data.

The CONSULTANT assumes that the necessary locations of critical assets are readily available in a geospatial format and the CONSULTANT will compile available data into the critical asset dataset. Detailed development of a geospatial dataset of critical asset locations is not covered in this task.

Deliverable(s):

- **5.1: A technical report** to outline the data compiled and findings of the gap analysis.
- **5.2: A summary report** to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable.



• **5.3: GIS files with appropriate metadata of the data compiled,** to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2)(a) 1-4, F.S.

#### TASK 6 – EXPOSURE ANALYSIS

The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

#### Deliverable(s):

- **6.1: A draft Vulnerability Assessment report** that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario.
- **6.2: GIS files with appropriate metadata of the data compiled,** to include results of the exposure analysis for each flood scenario.

#### TASK 7 – SENSITIVITY ANALYSIS

The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverable(s):

- **7.1: An updated draft Vulnerability Assessment report** that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards.
- 7.2: An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and will identify which flood scenario(s) impacts each asset.

#### TASK 8 – PUBLIC OUTREACH MEETING #2

The CONSULTANT will host the second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. This second meeting will allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, exercises can be used to encourage the



public to aid in the focus area prioritization process. Before the second meeting takes place, the CONSULTANT will develop criteria which guide the public's input for the selection of focus areas. The CONSULTANT will also create all social media content, invitations, meeting materials, presentations, and graphics for both public meetings.

The City will provide the location for the public meeting and the Consultant will be responsible for all other aspects of the meeting. ADA services, if needed, are not included within this scope. The meeting is proposed to be in-person with a hybrid option.

Deliverable(s):

- **8.1: Meeting agendas** indicating location, date, and time of meetings; sign-in sheets identifying the number of citizens, steering committee attendees, and county/municipality staff attendees.
- 8.2: Meeting sign in sheets with attendee names and affiliation.
- **8.3: A copy of the presentation(s) and any materials** created for distribution at the meeting, as applicable.
- 8.4: Video or audio recording(s) from the meeting.
- **8.5: Summary report** including attendee input and meeting outcomes.

#### TASK 9 – FINAL VULNERABILITY ASSESSMENT REPORT, MAPS, AND TABLES

Drawing upon the steering committee and public feedback, the vulnerability assessment report will be finalized. The CONSULTANT will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

Deliverable(s):

- **10.1: Final Vulnerability Assessment Report** that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.
- **10.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area or immediate need and will identify which flood scenario(s) impacts each asset.; and
- **10.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and grant compliant GIS metadata.; and
- 10.4: A signed Vulnerability Assessment Compliance Checklist Certification.

TASK 10 - LOCAL MITIGATION STRATEGY (LMS)



The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Department of Emergency Management (FDEM). The LMS is usually developed at the County level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The CONSULTANT will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverable(s):

- **10.1:** A Memorandum explaining how the Vulnerability Assessment Report is aligned with the county LMS plan so it may be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update.
  - Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan
- **10.2: The CONSULTANT will be involved with the LMSWG through any of the following:** at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List

#### PROJECT TIMELINE AND BUDGET

The total budget has been determined by the FDEP grant and is summarized in the table below.

	Task Name	Budget
Task 1	Kick Off Meeting (COMPLETED BY TOWN)	-
Task 2	Assemble Steering Committee (COMPLETED BY TOWN)	-
Task 3	Conduct Steering Committee Meetings	\$19,980.00
Task 4	Public Outreach Meeting #1	\$17,485.00
Task 5	Acquire Background Data	\$28,890.00
Task 6	Exposure Analysis	\$49,520.00
Task 7	Sensitivity Analysis	\$30,280.00
Task 8	Public Outreach Meeting #2	\$17,295.00
Task 9	Final Vulnerability Assessment Report, Maps, and Tables	\$27,420.00
Task 10	Local Mitigation Strategy	\$9,130.00
	TOTAL FEE	\$200,000.00

Following the full or partial completion of a task's deliverable(s), CMA will submit a Task Deliverables Memorandum to provide the complete list of tasks and when they were completed. This list can then be provided FDEP's Grant Manager so they can easily assess the list of deliverables that were completed. The following project timeline has been developed considering grant funding deadlines and other factors.



	Task Name	Task Start	Task End	Duration (days)
Task 1	Kick Off Meeting			-
Task 2	Assemble Steering Committee			-
Task 3	Conduct Steering Committee Meetings	11/1/2024	7/13/2025	254
Task 4	Public Outreach Meeting #1	11/1/2024	12/1/2024	30
Task 5	Acquire Background Data	11/1/2024	1/30/2025	90
Task 6	Exposure Analysis	1/30/2025	4/30/2025	90
Task 7	Sensitivity Analysis	4/30/2025	6/29/2025	60
Task 8	Public Outreach Meeting #2	6/29/2025	7/13/2025	14
Task 9	Final Vulnerability Assessment Report, Maps, and Tables	7/13/2025	9/11/2025	60
Task 10	Local Mitigation Strategy	9/11/2025	3/31/2026	201

Should you have any questions, please do not hesitate to contact me at my office at (561) 295-1716 or send me an electronic message at <u>bwhitfield@chenmoore.com</u>.

Respectfully submitted,

BENK

CHEN MOORE AND ASSOCIATES Brent Whitfield, PE, ENV SP Director – Water Resources



Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 Muñiz, Town Administrator
- FROM: Emil C. Lopez, Town Financial Administrator
- **DATE:** 10/24/2024
- **SUBJECT:** External Auditing Services Renewal

# **Recommendation**

It is recommended that the Town Council approves the accompanying resolution for the renewal of external auditing services.

# Unanimous Vote of the Town Council Required?

No

# **Strategic Priorities**

A. Sound Governance

# Background

On March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposal (RFP 2019-003) procuring qualified consultants for external audit services

The Selection/Negotiating Committee (SNC) met on May 13 and 14, 2019 at a publicly advertised meeting to listen to presentations and rank the vendors in accordance with the RFP's evaluation criteria. On May 14, 2019, after the presentations, each voting member submitted their individual scoring sheets indicating their choice of firms in order of preference in accordance with a majority of professional and experience criteria established by the RFP. As a result, the SNC deemed Keefe McCullough & Co. LLP as the top ranked firm and the contract awarded via resolution No. 2019-040.

The agreement is for an initial five (5) year period beginning with the fiscal year ending September 30, 2019, and may be renewed annually thereafter or five (5) additional years upon mutual agreement of both parties, to perform the required external audit services.

Effective February 1, 2024, Keefe McCullough merged with national firm Citrin Cooperman & Co. LLP and is now Citrin Cooperman. We are requesting to amend the agreement to read Citrin Cooperman & Co. LLP and to renew the contract for external audit services for an additional three years beginning with the fiscal year ending September 30, 2024.

# Fiscal Impact/Analysis

The Town budgeted for FY 2024-2025 within the General Fund an estimated amount of \$48,873 for Accounting and Auditing Services (001-1600-513-32100). Sufficient funds were planned and included within the contingency account of the Non-Departmental department (001-3900-519-99100) to cover any shortfalls that may arise as they pertain to accounting and auditing services which in this case are estimated to be \$23,627 (\$67,500 plus \$5,000 = \$72,500).

# Staff Contact:

Emil C. Lopez, Town Financial Administrator

## ATTACHMENTS:

Description	Upload Date	Туре
Resolution - TA Approved - FINAL	10/18/2024	Resolution
Exhibit - 2019 Award of Contract for External Audit Services	10/17/2024	Exhibit

#### **RESOLUTION NO.** 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CITRIN COOPERMAN & COMPANY, LLP ("CITRIN COOPERMAN"); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP2019-003) procuring qualified consultants for External Audit Services; and

**WHEREAS**, the Selection/Negotiation Committee met and ranked Keefe McCullough & Company LLP (Keefe McCullough) as the highest ranked proposal on a point basis in accordance with a majority of professional and experience criteria established by the RFP; and

**WHEREAS,** on June 27, 2019, pursuant to Resolution No. 2019-40, the Town of Southwest Ranches entered into an Agreement with Keefe McCullough to perform the required external audit services in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

**WHEREAS,** The Selection Committee met on May 13 and 14, 2019 at a publicly advertised meeting to listen to presentations and rank the vendors in accordance with the RFP's evaluation criteria. On May 14, 2019, after the presentations, each voting member submitted their individual scoring sheets indicating their choice of firms in order of preference in accordance with a majority of professional and experience criteria established by the RFP. It shall be noted that, in accordance with Florida Auditor General guidelines, pricing must not be a sole or either a predominant criterion. As a result, the SC deemed Keefe McCullough & Co. LLP as the top ranked firm; and

**WHEREAS,** effective February 1, 2024, Keefe McCullough merged with national firm Citrin Cooperman & Co. LLP and is now Citrin Cooperman; and

**WHEREAS,** the Town desires to amend its Agreement with Keefe McCullough to read Citrin Cooperman & Co. LLP and renew for an additional three years beginning with

the fiscal year ending September 30, 2024, for an annual audit services fee of \$67,500 and \$5,000 per major program in the event a single audit is needed; and

**WHEREAS,** increases for audits beyond fiscal year ending September 30, 2024, will be capped at the CPI adjustment with a floor of five (5) percent; and

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

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the First Amendment to the Agreement with Keefe McCullough as incorporated herein by reference.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the modification in substantially the same form as described herein and to make any and all non-material changes necessary and proper to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, on a motion by

and see	conded by
Breitkreuz Kuczenski Allbritton Hartmann Jablonski	Ayes Nays Absent
ATTEST:	Steve Breitkreuz, Mayor
Debra Ruesga, Town Clerk	
Approved as to Form and Correctness:	

Keith Poliakoff, J.D., Town Attorney 1001.080.2024

#### **RESOLUTION NO.** <u>2019 - 040</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION NEGOTIATION COMMITTEE'S RECOMMENDATIONS AND RANKING FOR EXTERNAL AUDIT SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, WITH KEEFE McCULLOUGH & CO. LLP, THE TOP RANKED VENDOR, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** on February 13, 2019 a Selection/Negotiation Committee (SNC) of professionals, including staff and certified public accountants, was formed and a Cone of Silence was enacted for the selection of an external auditor; and

**WHEREAS,** on May 13 and 14, 2019, the Town's Selection/Negotiation Committee ("SNC") at a publicly advertised meeting, listened to the presentations of the nine (9) qualified firms that met the RFP's minimum mandatory requirements; and

**WHEREAS,** in accordance with Florida Statute Section 218.391, price was not a sole or predominant criterion for the selection; and

**WHEREAS**, on March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified consultants for External Audit Services; and

**WHEREAS**, on April 30, 2019, the Town received ten (10) sealed responses to its request; and

**WHEREAS,** after the presentations on May 14, 2019, the SNC met and ranked Keefe McCullough & Co., LLP as the highest ranked proposal on a point basis in accordance with the professional and experience criteria established by the RFP; and

**WHEREAS,** the only limiting factor to the selection of Keefe McCullough's proposal was its price; and a

**WHEREAS,** following its selection, the Town Attorney reached out to Keefe McCullough & Co., LLP to negotiate a final Agreement; and

**WHEREAS,** as part of this discussion, Keefe McCullough agreed to reduce its pricing; and

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**WHEREAS**, Keefe McCullough & Co., LLP represents that it is willing and able to provide the required services to assist the Town in providing External Audit Services thoroughly in accordance with RFP 19-003; and

**WHEREAS,** the Town Council has determined that the recommendation and ranking of the SNC is in the best interests of the Town; and

**WHEREAS,** the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required external audit services in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

**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 approves the SNC's ranking of the respondents to the Town's procurement relating to the External Audit Services as follows:

Rank	Company Name	Points	Part 1 5-year Financial Audit Revised Pricing	Part 2 5-year Special Services Audit Pricing
1	Keefe McCullough & Co, LLP	465	\$182,650	\$35,000
2	Caballero Fierman Llerena & Garcia, LLP	436	\$182,650	\$45,000
3	Moore Stephens Lovelace, P.A.	408	\$235,000	\$52,500
4	Marcum LLP	405	\$243,089	\$67,050
5	GLSC & Company, PLLC	400	\$195,000	\$52,500
6	CLIFTONLARSONALLEN LLP	388	\$236,400	\$60,000
7	Mauldin & Jenkins, LLC	375	\$189,600	\$45,350

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8	Antonio J. Grau CPA, PA	368	\$210,000	\$52,500
9	S. Davis & Associates, P.A.	363	\$238,000	\$58,000

**SECTION 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with the top ranked firm, Keefe McCullough & Co., LLP, in the amount specified in the Agreement, attached hereto as Exhibit "A", for an initial five (5) year period beginning with the fiscal year ending September 30, 2019, which may be renewed annually thereafter or five (5) additional years upon mutual agreement of both parties, to perform the required External Audit Services.

**SECTION 4.** The Town Council authorizes the Mayor, Town Administrator, Town Attorney to enter into an Agreement in substantially the same form as the 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 the Resolution.

**SECTION 5. SAVINGS CLAUSE**. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

**SECTION 6. CONFLICTS.** All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 7. 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 27<sup>th</sup> day of June, 2019, on a motion by lonshi , seconded by МсКау Ayes Jablonski Nays Fisikelli Absent Abstaining Hartmann Schroeder Doug McKay, Ma ATTEST: un Russell Muñiz, Assistant Town Administrator/Town Clerk Approved as to legal Form and Correctness

Keith M. Poliakoff Esq., Town Attorney

# Exhibit A

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#### AGREEMENT BETWEEN

#### KEEFE MCCULLOUGH & CO., LLP

#### AND

#### TOWN OF SOUTHWEST RANCHES PROVIDING FOR

#### EXTERNAL AUDIT SERVICES

This Agreement is made by and between Keefe McCullough & Co., LLP, a Florida corporation (hereinafter referred to as "Keefe McCullough"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on February 13, 2019 a Selection/Negotiation Committee (SNC) of professionals, including staff and certified public accountants, was formed and a Cone of Silence was enacted for the selection of an external auditor; and

WHEREAS, on May 13 and 14, 2019, the Town's Selection/Negotiation Committee ("SNC") at a publicly advertised meeting, listened to the presentations of the nine (9) qualified firms that met the RFP's minimum mandatory requirements; and

WHEREAS, in accordance with Florida Statute Section 218.391, price was not a sole or predominant criterion for the selection; and

WHEREAS, on March 21, 2019, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified consultants for External Audit Services; and

WHEREAS, on April 30, 2019, the Town received ten (10) sealed responses to its request; and

WHEREAS, after the presentations on May 14, 2019, the SNC met and ranked Keefe McCullough & Co., LLP as the highest ranked proposal on a point basis in accordance with the professional and experience criteria established by the RFP; and

WHEREAS, the only limiting factor to the selection of Keefe McCullough's proposal was its price; and a

WHEREAS, following its selection, the Town Attorney reached out to Keefe McCullough & Co., LLP to negotiate a final Agreement; and

WHEREAS, as part of this discussion, Keefe McCullough agreed to reduce its pricing; and

WHEREAS, Keefe McCullough & Co., LLP represents that it is willing and able to provide

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the required services to assist the Town in providing External Audit Services thoroughly in accordance with RFP 19-003; and

WHEREAS, the Town Council has determined that the recommendation and ranking of the SNC is in the best interests of the Town; and

WHEREAS, the Town Council desires to enter into an Agreement with the top ranked vendor to perform the required external audit services in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the Federal Single Audit Act Amendments of 1996 including final 2017 OMB compliance supplement, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and the provisions of the Florida Single Audit Act, F.S. 215.97, and F.S. 218.39 including final 2017 OMB compliance.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, Keefe McCullough and TOWN do hereby agree as follows:

#### ARTICLE 1 BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The TOWN and Keefe McCullough find that the method of delivery of Annual Audit Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

#### ARTICLE 2 SCOPE OF SERVICES

- 21 Keefe McCullough agrees to provide Annual Audit Services in accordance with its response to the Town's Request for Proposals, attached hereto and incorporated herein by reference as Exhibit "D", and in accordance with the requirements identified in RFP 19-003, Request for Proposals for External Audit Services, which this agreement is Exhibit "A" and which is made a part hereof by this reference (hereinafter collectively RFP 19-003, Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" combined shall be referred to as "Scope of Services or "Work". In the event of any inconsistency between the terms of the RFP and applicable law, the more stringent requirement for the services to be performed shall apply.
- 22 Keefe McCullough shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of directly to the Town Council.

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23 Keefe McCullough agrees that certain books and records may be made available prior to the time when others may be made available, and certain funds may be audited and such audit for those funds completed prior to the time that other funds are so audited and completed. It is contemplated that those funds audited separately and reported separately will be completed and the audit report furnished as soon as possible. Provided no delays are caused by the Town, the financial audit report shall be furnished to the TOWN no later than March 10, for the previous fiscal year ending September 30, along with the required reports on internal control structure and compliance with laws and regulations.

The TOWN agrees that all records, documentation, and information requested in connection with the audit will be made available subject to Florida Statutes, that all material information will be disclosed, and that Keefe McCullough will have the full cooperation of the TOWN and the Town's agents. As required by generally accepted auditing standards, Keefe McCullough will make specific inquiries of the TOWN about the representations embodied in the financial statements, the effectiveness of the internal control structure, the TOWN'S compliance with certain laws and regulations, and obtain a representation letter from the TOWN about these matters. The responses to Keefe McCullough inquiries, the written representations and the results of audit tests comprise the evidential matter that will be relied upon in forming an opinion on the financial statements.

- 24 Keefe McCullough agrees and acknowledges that Keefe McCullough is prohibited from exempting provisions in the RFP or in this Agreement in any of AUDITOR'S reports prepared pursuant to this Agreement.
- 25 Keefe McCullough agrees and acknowledges that the Town Attorney shall review and approve the litigation disclosures, if any, of the Comprehensive Annual Financial Report (CAFR) prior to its publication.
- 26 Keefe McCullough agrees and acknowledges that upon execution of this Agreement, Keefe McCullough shall provide in writing, to the Town Financial Administrator, Keefe McCullough contact person, who shall be responsible for the TOWN'S audit. In no event shall Keefe McCullough be permitted to subcontract its work to a third party.
- 27 Following the completion of the audit of the fiscal year's financial statements, Keefe McCullough shall issue the following to the TOWN: a report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the U.S.; a report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk; a report on compliance with laws and regulations; a "Management Letter" as referenced at Florida Statutes, Section 11.45(l)(f), and as may be required by Sections 215.97 and 218.39, Florida Statutes; and any reports required by the Single Audit Act of 1996 and 0MB Circular A-133.
- 28 Keefe McCullough will use good faith effort to have continuity for any Keefe McCullough employee that works on TOWN's audit will be returned each year to the TOWN audit if

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they are still employed by Keefe McCullough in their Assurance Services Department.

29 Keefe McCullough may be requested to perform other auditing services at the discretion of the TOWN. Any such additional work agreed to between TOWN and Keefe McCullough shall be performed only upon a written agreement, which shall state the specific cost including hours and personnel for such services, prior to the initiation of such services. The Town shall not be liable for any costs or expenses incurred for any work performed without a valid work authorization.

#### ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement is for an initial five (5) year period beginning with the fiscal year ending September 30, 2019 and may be renewed annually thereafter upon mutual agreement of both parties; and pursuant to the terms set forth in Section 4.1 below, unless earlier terminated in accordance with paragraph 3.2 hereof.
- Notwithstanding any other provision of this Agreement, this Agreement is terminable at 3.2 will by the TOWN, with or without cause. Keefe McCullough may terminate this Agreement if Keefe McCullough determines, within thirty (30) days of the TOWN'S receipt of written notice, that Keefe McCullough is unable to obtain necessary information from the TOWN to complete the Work. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. The terminating party must provide thirty (30) days written notice. In the event that Keefe McCullough is terminating for cause, the TOWN shall be given thirty (30) days to cure the alleged default. In the event that this Agreement is terminated, Keefe McCullough shall solely be paid for any Work performed up to the date this Agreement is terminated and Keefe McCullough shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. Keefe McCullough specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than Keefe McCullough sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, Keefe McCullough shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, Keefe McCullough and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Keefe McCullough to such other person or entity designated by the TOWN, who will assume Annual Audit Services, including the transfers to the TOWN of all files and records in possession of Keefe McCullough which relate to the TOWN'S Annual Audit Services, which are not deemed to be proprietary in nature.
- 3.4 The TOWN'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than February 10th of each fiscal year and the

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financial statements and the final signed report delivered to the TOWN by March 10th of each fiscal year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement; however, these dates may be changed each year by the TOWN and Keefe McCullough.

#### ARTICLE 4 COMPENSATION

- 4.1 Keefe McCullough shall provide Annual Audit Services, as described in the Scope of Work, to the TOWN for a maximum Annual Fee, which shall be paid in accordance with Keefe McCullough flat rate for services, as delineated in its response to the Town's Request for Proposals and as specifically attached hereto as (Exhibit "D"). The Town, in its sole discretion may add the services specified for Federal Single Audit and Florida Single Audit at the rate contained therein. After the initial Five Year Term of this Agreement, the maximum Annual Fee may be increased in the sole discretion of the Town on an annual basis and not to exceed the Miami/Fort Lauderdale APRIL CPI utilizing 2023 as the base year in accordance with the RFP section III (evaluation process and criteria) with a not-to-exceed of 5% annually. Keefe McCullough acknowledges and agrees that the Annual Fee is the maximum payable to Keefe McCullough and constitutes a limitation upon the TOWN'S obligation to compensate Keefe McCullough for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Keefe McCullough obligation to perform all of the work required by or which can be reasonably inferred by from the Scope of Services.
- 4.2 Reimbursable Expenses: The parties acknowledge and agree that the Annual Fee includes all miscellaneous costs, and that no further fees, except the flat rate shall be billed to the Town.
- 4.3 By the fifteenth (15th) day of each month, Keefe McCullough shall submit an invoice for its prior month's services. TOWN shall pay Keefe McCullough within thirty (30) calendar days of receipt of Keefe McCullough proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Town Administrator or Town Financial Administrator. Keefe McCullough shall provide a complete copy of the working papers to TOWN upon request, unless subject to the Public Records Laws of the State of Florida. TOWN may withhold ten percent (10%) from each billing pending delivery of Keefe McCullough final reports. Additionally, payment may be withheld by the Town Administrator, for failure of AUDITOR to comply with a term, condition or requirement of this Agreement.
- 4.4 The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty,

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or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

- 4.5 Notwithstanding any provision of the Agreement to the contrary, the Town Administrator or Town Financial Administrator may withhold, in whole or in part, payment (in addition to the ten percent (10%) described above) to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Town Administrator or Town Financial Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- 4.6 Payment shall be made to AUDITOR at: Keefe McCullough & Co., LLP
  6550 N Federal Hwy 4<sup>th</sup> Floor Fort Lauderdale, FL 33308
- 4.7 Keefe McCullough agrees to keep such records and accounts as may be necessary for a period of at least three years after completion of the Work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 4.8 If it should become necessary for TOWN to request Keefe McCullough to render any additional services to either supplement the services described in the RFP or to perform additional work as a result of the specific recommendations included in any report issued pursuant to this Agreement, such additional work shall be performed only if set forth in an addendum to this Agreement, Work Authorization or written Agreement, which shall be executed in the same formality of the instant Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees and expenses included in the sealed dollar cost bid, or if in subsequent fiscal years, at the agreed upon schedule. The Town shall not be liable for any costs or expenses incurred for any work performed that fails to comply with the requirements of this Paragraph.

### ARTICLE 5 INDEMNIFICATION, LIABILITY & INSURANCE

5.1 To the fullest extent permitted by laws and regulations of the State of Florida, Keefe McCullough shall indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations or services furnished by Keefe McCullough or its subcontractors, agents, officers, employees or independent contractors pursuant to the Contract.

5.2Patent and Copyright Indemnification: Keefe McCullough agrees to indemnify, defend,346330017RFP 19-003

save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of this Agreement.

Work pursuant to this Agreement. TOWN and Keefe McCullough agree that 1% of the 5.3 compensation due to Keefe McCullough from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for Keefe McCullough agreement to indemnify TOWN and TOWN'S officers, contractors, agents, and employees as provided for in this paragraph. This specific consideration for Keefe McCullough agreement to indemnify is already incorporated in the rate agreed to between TOWN and Keefe McCullough. Keefe McCullough agrees to be fully responsible for acts and omissions of its respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract. To the extent considered necessary by the Town Administrator and the Town Attorney, any sums due to Keefe McCullough under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

5.4 Without limiting any of the other obligations or liabilities of Keefe McCullough, Keefe McCullough shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by Keefe McCullough for the Work provided by Keefe McCullough pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance coverage to be acquired and maintained by the Keefe McCullough is as follows:

### A. WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

### B. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest

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edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or nonowned vehicles.

### C. COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

### D. PROFESSIONAL LIABILITY

If the Bidder is to provide professional services under this agreement, the Bidder must provide the City with evidence of Professional Liability insurance with at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

\*All insurance policies shall name and endorse the following as "Additional Named Insureds":

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator. 13400 Griffin Road. Southwest Ranches, FL 33330

\*The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

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### ARTICLE 6

### RELATIONSHIP

- 6.1 Keefe McCullough shall perform all of the work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. Services provided by Keefe McCullough shall be subject to the supervision of Keefe McCullough. In providing the services, Keefe McCullough or its agents shall not be acting and shall not be deemed as acting as officers, employees or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Keefe McCullough. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 6.2 Neither Keefe McCullough nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

### ARTICLE 7 AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the nonproprietary books, records, computer records, electronic stored data, and accounts that are related to this Agreement. Keefe McCullough shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Keefe McCullough shall preserve and make available, at reasonable times for examination and audit, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes). If copies of all records are not turned over to the TOWN upon termination, then Keefe McCullough shall retain such records for the required retention period of the Florida Public Records Act. If the Florida Public Records Act is applicable to TOWN's and/or to Keefe McCullough records, parties shall comply with all requirements thereof. In order to protect the confidentiality or non-disclosure requirements of either federal or state law, all requests for public records shall be made to the TOWN. Keefe McCullough will provide the requested information to the TOWN. In addition, Keefe McCullough shall respond to, the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. In addition, Keefe McCullough shall provide a complete copy of all working papers to the TOWN upon request, unless subject to the Public Records Laws of the State of Florida.
- 7.2 All working papers and reports must be retained in accordance with requirements and procedures set forth by the General Records Schedule for Local Government Agencies as

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promulgated by the Division of Archives, History and Records Management (a division of the Florida Department of State) at the auditor's expense, unless the firm is notified in writing by the Town of Southwest Ranches of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees: TOWN, U.S. General Accounting Office (GAO), auditors of entities of which the TOWN is a sub-recipient of grant funds, parties designated by the federal or state governments or by the TOWN as part of an audit quarterly review process.

### ARTICLE 8 REPORTS

- 8.1 Keefe McCullough and TOWN shall develop an annual work plan that will specify the Work activities and establish estimated time frame for the delivery of reports during the year.
- 8.2 Keefe McCullough agrees to furnish TOWN with one unbound original and thirty-five (35) bound printed copies of the annual audit report.

### ARTICLE 9 SUBCONTRACTING

- 9.1 No work shall be subcontracted to other parties, firms, or individuals by Keefe McCullough without the prior written consent of the Town Council, which consent may be unreasonably withheld. Keefe McCullough shall ensure that all subcontractors or sub-consultants performing any Work under this Agreement are bound in writing to all applicable terms and conditions of this Agreement.
- 9.2 Keefe McCullough shall include the foregoing provision in all agreements between itself and its sub-consultants.

### ARTICLE 10 OWNERSHIP RIGHTS

10.1 With the exception of working papers, all work performed, and materials created under this Agreement shall be considered work product and shall be the exclusive intellectual property of the TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by Keefe McCullough, including but not limited to working papers, unless subject to the Public Records Laws of the State of Florida, whether finished or unfinished, shall be delivered by Keefe McCullough to the Town Administrator within seven (7) days of termination of this

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Agreement. Any compensation due to Keefe McCullough shall be withheld without interest until all documents are received as provided herein.

### ARTICLE 11 COOPERATION

11.1 Keefe McCullough agrees to timely provide the Work specified in this Agreement and further agrees to conduct their work in a cooperative and professional manner. TOWN agrees to timely provide any and all information requested in connection with projects contained in the approved work plan.

### ARTICLE 12 NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT

- 12.1 Keefe McCullough shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Keefe McCullough shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Keefe McCullough shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 12.2 Keefe McCullough decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
- Public Entity Crime Act. Keefe McCullough represents that the execution of this 12.3 Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, Keefe McCullough further represents that there has been no determination, based on an audit,

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that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Keefe McCullough has been placed on the convicted vendor list.

### ARTICLE 13 ENTIRE AGREEMENT

13.1 This Agreement and its attachments constitute the entire Agreement between Keefe McCullough and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

### ARTICLE 14 CONSTRUCTION

14.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

### ARTICLE 15 FURTHER ASSURANCES

15.1 TOWN and Keefe McCullough agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

### ARTICLE 16 COUNTERPARTS

16.1 This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

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### ARTICLE 17 NO AMENDMENT OR WAIVER

17.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

### ARTICLE 18 SEVERABILITY

18.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect unless the TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

### ARTICLE 19 PROFESSIONAL ASSURANCES

19.1 Keefe McCullough shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional auditors in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. Keefe McCullough represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations and services set forth in the RFP and to provide and perform such services to TOWN'S satisfaction for the agreed compensation, subject to the TOWN providing adequate and accurate books and records. Keefe McCullough shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of Keefe McCullough performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

### ARTICLE 20 NOTICE

20.1 Whenever either party desires to give notice unto the other, such notice must be provided thirty (30) days in advance in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties

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designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330

And

with a copy to the Town Attorney

Keith M. Poliakoff Saul Ewing Arnstein & Lehr, LLP 1500 Market Street Philadelphia, PA 19102

Keefe McCullough & Co., LLP 6550 N Federal Hwy, 4<sup>th</sup> Floor Fort Lauderdale, FL 33308

### ARTICLE 21 RESOLUTION OF DISPUTES

21.1 To prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

### ARTICLE 22 APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

22.1This Agreement shall be interpreted and construed in accordance with and governed by3463300115RFP 19-003

the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, KEEFE MCCULLOUGH AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

### ARTICLE 23 ENFORCEMENT; ATTORNEY'S FEES

23.1 The TOWN and Keefe McCullough are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and Keefe McCullough resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party at all tribunal levels, to the extent caused by the malfeasance, negligence, recklessness, or intentional wrongful misconduct of Keefe McCullough and persons employed or utilized by Keefe McCullough in the performance of this Agreement.

### ARTICLE 24 REPRESENTATION OF AUTHORITY

24.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

### ARTICLE 25 SURVIVABILITY

25.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 15 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 21 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 22 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIYER OF JURY TRIAL"; and ARTICLE 23 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this

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Agreement for any reason whatsoever.

### ARTICLE 26 COMPLIANCE WITH LAWS

26.1 Keefe McCullough shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

### ARTICLE 27 MISCELLANEOUS

- 27.1 Materiality and Waiver of Breach: Keefe McCullough and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- Conflicts: Neither party nor its employees shall have or hold any continuing or frequently 27.2 recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement. The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement. In the event Keefe McCullough is permitted to utilize subcontractors to perform any services required by this Agreement, Keefe McCullough agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.
- 27.3 Keefe McCullough warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Keefe McCullough, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Keefe McCullough, any fee, commission, percentage, gift, or other consideration contingent

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upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 27.4 Drug-Free Workplace. Keefe McCullough shall maintain a drug-free workplace.
- 27.5 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 27.6 Truth-in-Negotiation Certificate. Signature of this Agreement by Keefe McCullough shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- 27.7 If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.
- 27.8 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 27.9 Keefe McCullough warrants and represents that it has not employed or retained any company or person, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

### ARTICLE 28 THIRD PARTY COSTS

28.1 In the event, Keefe McCullough is required to create information or documentation for a third party, which is not currently a public record, but would require the creation of a new record in connection with a legal or administrative proceeding in which Keefe McCullough is not a party; Keefe McCullough efforts in complying with such requests or demands will be deemed a part of this Agreement. Keefe McCullough shall be

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entitled to compensation for its time for creating and completing the necessary documentation, including out of pocket expenses and legal fees, if any, associated with the creating the information requested by the third party.

### [SIGNATURES ON FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Keefe McCullough, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 27<sup>th</sup> day of June 2019.

WITNESSES:

CONTRACTOR: KEEFE MSCULLOUGH Bv: WILLAM BENSON, PANNER (title) day of JUNE 2019

TOWN OF SOUTHWEST RANCHES By: Doug McKay, Mayor

**/S** day of By:

Andrew D. Berns, Town Administrator

27 day of 201**9** 

ATTES

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 Muñiz, Town Administrator
- FROM: Russell Muñiz, Town Administrator
- **DATE:** 10/24/2024
- SUBJECT: New Davie Fire Rescue Vehicle

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

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

### **Background**

The Town of Davie Fire Rescue Department (DFR) provides fire and rescue services to the Town of Southwest Ranches as provided in Resolution 2023-066 approved on August 10, 2023. As provided in the agreement with the Town of Davie (Davie), the Town of Southwest Ranches (Southwest Ranches) is required to purchase one Advanced Life Support (ALS) Rescue unit.

At the April 11, 2024 Town Council Meeting the Town Council granted the Town Administrator authorization to utilize unassigned fund balance in the amount of One Hundred and Four Thousand Dollars and Zero Cents (\$104,000.00) and to issue a Purchase Order in an amount not to exceed Four Hundred Ninety-Four Thousand Dollars and Zero Cents (\$494,000.00) to ETR, LLC to purchase the ALS rescue unit in accordance with the terms of the agreement with Davie.

After a prebuild meeting with Davie personnel, minor additions were made to the vehicle order resulting in an increase of One Thousand Two Hundred Fifty-Four Dollars and Zero Cents (\$1,254.00) resulting in the need to issue a change order to the purchase order in the total amount of Four Hundred Ninety-Five Thousand and Seven Dollars and Zero Cents (\$495,007.00).

### Fiscal Impact/Analysis

Per contractual agreement with Davie, Southwest Ranches has been budgeting annually for the purchase of an ALS Rescue Unit for a total reserve amount at Fiscal Year 2024 end of \$390,000 (001-20110) and with the authorization of the Town Council to utilize unassigned fund balance in the amount of \$104,000 issued a purchase order to ETR, LLC for \$493,753 and a subsequent change order for an additional \$1,254 for a total Purchase Order amount of \$495,007.00.

### Staff Contact:

Russell Muñiz, Town Administrator

### ATTACHMENTS:

Description New Davie Rescue Vehicle Reso - TA Approved SWR Quote Town of Davie-Exterior Town of Davie-Interior

### Upload DateType10/18/2024Resolution10/18/2024Backup Material10/18/2024Backup Material10/18/2024Backup Material

### **RESOLUTION NO. 2025-XXX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO ETR, LLC IN THE AMOUNT OF FOUR HUNDRED NINETY-FIVE THOUSAND AND SEVEN DOLLARS AND ZERO CENTS (\$495,007.00) BY PIGGYBACKING OFF OF THE STATE OF FLORIDA SHERRIFS ASSOCIATION CONTRACT (FSA#23-VEF17.0); TO PURCHASE A NEW FIRE RESCUE UNIT FOR TOWN OF DAVIE FIRE RESCUE PURSUANT TO THE TOWN'S PUBLIC SAFETY AGREEMENT WITH THE TOWN OF DAVIE AS DELINEATED WITHIN RESOLUTION 2023-066; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town of Davie Fire Rescue Department (DFR) provides fire and rescue services to the Town of Southwest Ranches as provided in Resolution 2023-066 approved on August 10, 2023; and

**WHEREAS,** as provided in the agreement with the Town of Davie (Davie), The Town of Southwest Ranches (Southwest Ranches) is required to purchase one Advanced Life Support (ALS) Rescue unit; and

**WHEREAS,** at the April 11, 2024 Town Council Meeting the Town Council granted the Town Administrator authorization to utilize unassigned fund balance in the amount of One Hundred and Four Thousand Dollars and Zero Cents (\$104,000.00) and to issue a Purchase Order in an amount not to exceed Four Hundred Ninety-Four Thousand Dollars and Zero Cents (\$494,000.00) to ETR, LLC to purchase the ALS rescue unit in accordance with the terms of the agreement with Davie; and

**WHEREAS**, after a prebuild meeting with Davie personnel, minor additions were made to the vehicle order resulting in an increase of One Thousand Two Hundred Fifty-Four Dollars and Zero Cents (\$1,254.00) resulting in the need to issue a change order to the purchase order in the total amount of Four Hundred Ninety-Five Thousand and Seven Dollars and Zero Cents (\$495,007.00); and

**WHEREAS,** per contractual agreement with Davie, Southwest Ranches has been budgeting annually for the purchase of an ALS Rescue Unit for a total reserve amount at Fiscal Year 2024 end of \$390,000 (001-20110) and with the authorization of the Town Council to utilize unassigned fund balance in the amount of \$104,000 issued a purchase order to ETR, LLC for \$493,753 and a subsequent change order for an additional \$1,254; and

**WHEREAS,** the Town Council desires to issue a purchase order in the amount of Four Hundred Ninety-Five Thousand and Seven Dollars And Zero Cents (\$495,007.00) to ETR, LLC based upon the quote attached hereto as Exhibit "A".

### 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. AUTHORIZATION.** The Town Council hereby authorizes the issuance of a purchase order in the amount of Four Hundred Ninety-Five Thousand and Seven Dollars And Zero Cents (\$495,007.00) to purchase one ALS rescue unit from ETR, LLC based upon the quote attached hereto as Exhibit "A"; and

**SECTION 3. AGREEMENTS.** The Mayor, Town Administrator, and Town Attorney are hereby directed to enter into such agreements, and to make any such changes necessary and proper to effectuate the intent of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches,

this <u>24<sup>h</sup></u> day of <u>October</u>, <u>2024</u>, on a motion by \_\_\_\_\_ and

seconded by \_\_\_\_\_\_

[Signatures on Next Page]

Breitkreuz	
Kuczenski	
Allbritton	
Hartmann	
Jablonski	

Ayes\_\_\_\_Nays\_\_\_\_Absent\_\_\_\_Abstaining\_\_\_\_

ATTEST:

Steve Breitkreuz, Mayor

Debra Ruesga, Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

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August 12, 2024

### **REVISED AFTER PRE-BUILD MEETING**

Mr. Frank Suriano, Chief Davie Fire Rescue Department 6901 Orange Drive Davie, Fl 33314

Subject: 1 New 2025 MV607 AEV Type I Southwest Ranches.

We are pleased to provide you with the following pricing, shop order and drawing for the purchase of one (1) new 2025 International MV607 Custom AEV Type I. Pricing is based on purchasing these units off the Florida Sheriffs Contract Bid #FSA23-VEF17.0: Fire Rescue Vehicles, Boats & Equipment, Item #615 MV607 Diesel Modular box. In Compliance with Federal and State Grant Requirements.

### PRICING:

•	FSA base unit price each	\$263	3,384.00
	Required options to meet the needs of Davie Fire Rescue Dept	<u>\$230</u>	0,369.00
•	Subtotal price per unit	\$49	3,753.00
•	Pre-build Change Tire Pressure Monitoring	\$	106.00
•	Pre-build Change M3 Compartment shelve	\$	313.00
•	Pre-build Changes add M.8 Compartment	<u>\$</u>	835.00
•	Total price per unit		5,007.00
-	Notes while is been down with hills (2025 M. COZ J. J. CO.		

- Note: pricing is based on availability of 2025 Mv607 chassis or 30 days.
- Included in the above price: your present graphics/chevrons, misc. equipment (specifications attached), airfare, lodging and meals for three (3) people to go to the factory for Pre-engineer and final inspections.
- Units will be delivered prior to December 2026, Purchase order and pre-build must be within the next 30 days.
- Terms: Payment due in full upon the delivery of each completed vehicle. Upon the payment, ETR, L.L.C shall furnish the city a "Statement of Origin" or the necessary validated documents for title application.

Sincerely,

Scott Newcomer Regional Sales Manager ETR, L.L.C.

Corporate Office 700 S. French Ave. Sanford, FL 32771 T: 407-339-6737 For the e: 1884-61 28948r Meeting



Georgia Office Juliette, GA. 31046 Toll Free: 844-612-8148

### SOUTHWEST RANCH Rescue

APX8500 dual control head full setup (we will purchase but need installed)

Peplink router, antennae install and Cat 6 cable run to MDT (Michelle Hart 813-997-0013)

MDT install for Panasonic FZ40 (Broward County kit: can remove VPDU)

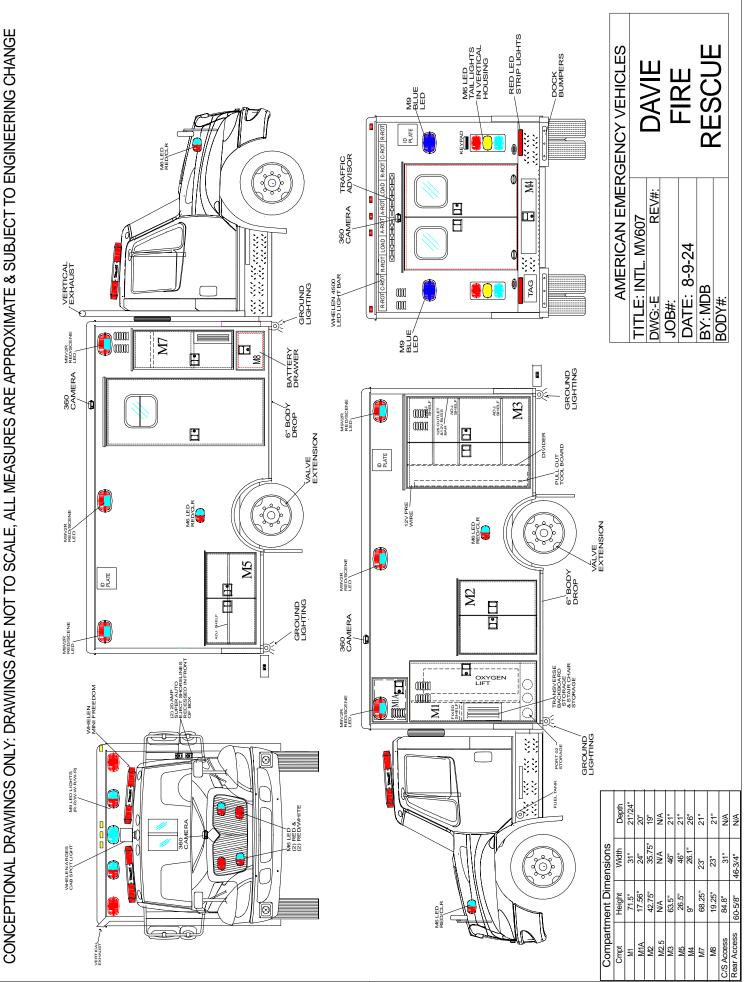
(3) Streamlight survivor hand lights with 12v charging base - 90509

(1) Streamlight Vulcan with 12v charging base

(1) FLIR K2 in-truck charger T199414

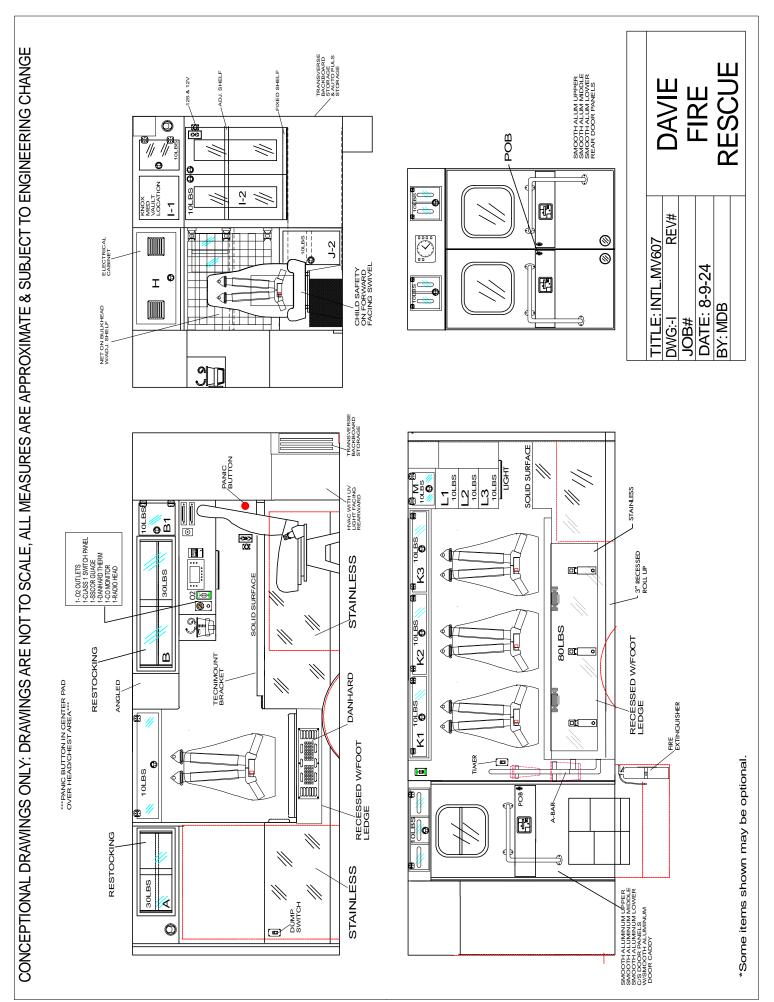
Add (2) small lights to rear lower diamond plate

Add 3<sup>rd</sup> brake light (maybe small led strip?)



October 24, 2024 Regular Meeting

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Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 Muñiz, Town Administrator
- FROM: Russell Muñiz, Town Administrator
- **DATE:** 10/24/2024
- SUBJECT: LED Monument Signs

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- E. Cultivate a Vibrant Community

### **Background**

The Town of Southwest Ranches desires to purchase two (2) LED monument signs to be located along Griffin Road at the entranceway to Town Hall and another sign located along Griffin Road and the southwest corner of Dykes Road. The purpose of the LED monument signs is to communicate important information, to promote Town events, and to advise of significant Town meetings. The Town has relied on communicating the aforementioned information utilizing archaic mobile message boards which are limited in the message they can communicate, are difficult to program, and expose staff to traffic and weather impacts when deploying them

### Fiscal Impact/Analysis

October 24, 2024 Regular Meeting

The Town Council approved this project within the FY 2024 budget but the project was not initiated as quotes exceeded the amount budgeted. The Town Council authorizes the reallocation of proceeds from Account Number 001-3920-541-63260 (Land) to 001-3920-519-63100 (Infrastructure- General) of the American Rescue Plan Act (ARPA) funds received to complete this purchase in FY 2025.

### Staff Contact:

Russell Muñiz, Town Administrator

### ATTACHMENTS:

Description	Upload Date	Туре
LED Monument Signs - TA Approved	10/18/2024	Resolution
12 Visual - LED Monumnet Signs Quote q12238 - Florida Buy Quote	10/18/2024	Backup Material
SWR Conceptual Project	10/18/2024	Backup Material
Linkage Agreement	10/18/2024	Agreement

### **RESOLUTION NO. 2025-XXX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF TWO (2) LED MONUMENT SIGNS FROM i2 VISUAL VIA COOPERATIVE PURCHASING AGREEMENT WITH THE FLORIDA BUY STATE COOPERATIVE PURCHASING AGENCY CONTRACT #22-168 IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$131,440.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the Town of Southwest Ranches desires to purchase two (2) LED monument signs to be located along Griffin Road at the entranceway to Town Hall and another sign located along Griffin Road and the southwest corner of Dykes Road; and

**WHEREAS**, the purpose of the LED monument signs is to communicate important information, to promote Town events, and to advise of significant Town meetings; and

**WHEREAS**, the Town has relied on communicating the aforementioned information utilizing archaic mobile message boards which are limited in the message they can communicate, are difficult to program, and expose staff to traffic and weather impacts when deploying them; and

**WHEREAS**, the Florida Buy State Cooperative Purchasing Agency competitively solicited RFP 21-29, and awarded contract 22-168 to I2 Visual, Inc.; and

**WHEREAS**, the Town Council approved this project within the FY 2024 budget but the project was not initiated as quotes exceeded the amount budgeted; and

**WHEREAS,** the Town Council authorizes the reallocation of proceeds from Account Number 001-3920-541-63260 (Land) to 001-3920-519-63100 (Infrastructure-General) of the American Rescue Plan Act (ARPA) funds received to complete this purchase in FY 2025; and

**WHEREAS,** the exact location of the two LED monument signs will need to be agreed to by Broward County via a Revocable License Agreement (RLA) as the signs are proposed for Broward County Right of Way (ROW); and

**WHEREAS,** the Town Council authorizes the Mayor, Town Administrator, and Town Attorney to sign all documents necessary to effectuate the intent of the RLA with Broward County for placement of the two signs; and

**WHEREAS,** the Town Council authorizes the issuance of a purchase order in an amount not to exceed One Hundred Thirty-One Thousand Four Hundred and Forty Dollars and Zero Cents (\$131,440.00) to i2 Visual to purchase and install two LED monument signs based upon the quote attached hereto as Exhibit "A."

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

**Section 1**. The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby authorizes use of the Cooperative Purchase Agreement with i2 Visual for Scoreboards, Marquees, Digital Signage, Related Products and Services including installation solicited through Florida Buy State Cooperative Purchasing Agency Contract #22-168.

**Section 3.** The Town Council hereby authorizes the issuance of a Purchase Order to i2 Visual in an amount not to exceed One Hundred Thirty-One Thousand Four Hundred and Forty Dollars and Zero Cents (\$131,440.00) to purchase and install two LED monument signs based upon the quote attached hereto as Exhibit "A."

**Section 4.** the Town Council authorizes the Mayor, Town Administrator, and Town Attorney to sign all documents necessary to effectuate the intent of the RLA with Broward County for placement of the two signs.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

### [Signatures on Next Page]

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this <u>24<sup>th</sup></u> day of <u>October</u>, 2024 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_\_.

Breitkreuz \_\_\_\_\_ Kuczenski \_\_\_\_\_ Allbritton \_\_\_\_\_ Hartmann \_\_\_\_\_ Jablonski

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_ Abstaining \_\_\_\_\_

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 1001.084.2024

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i2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905



Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Ship to Southwest Ranches 16100 Griffin Rd Southwest Ranches, FL 33331

Bill to **Southwest Ranches** 16100 Griffin Rd Southwest Ranches, FL 33331

### Quote #: q12238

Quote Date: 9/11/2024

Item	Description	Quantity	Price	Amount
Sales	EMC Specs: Pixel Pitch: W8mm LED RGB Pixel Matrix: 144H X 252W Ventilation Style: Front Ventilation Cabinet Size: 4ft 5in H x 7ft 3in L x 5in D Viewing Area: 4ft H x 7ft L Cabinet Style: Double Face (Slim) Character Size: 15 lines / 50.4 Characters at a 3" type Approx. Weight: 727.00 Lbs. Warranty: Standard 5 Year Watchfire warranty applies Florida Buy Contract #22-168 MSRP \$53,228.70 minus 10% discount = \$47,905.83	2	\$44,370.00	\$88,740.00
Sales	Monument Sign Specs: 79" High X 100" Wide X 15" Depth EMC is 4' 4" High X 7' 4" Wide .90" Thick Aluminum Structure base with Key stone face 7" X 7" X 3/16" Steel Pole Concrete Foundation with #5 rebar Florida Buy Contract #22-168 Custom Manufacturing \$12,066.66 minus 10% discount = \$10,860 Steel \$1200 minus 10% discount = \$1080 Concrete \$2400 minus 10% discount = \$2160	2	\$10,860.00	\$21,720.00



### Phone: (239) 687-3223 sales@i2visual.com i2visual.com

Item	Description	Quantity	Price	Amount
Installation	Installation including excavations, rebar, setting steel, concrete, and electrical hookup to within 5' of site for both signs Florida Buy Contract #22-168 Sealed Engineering \$500 Permit Procurement \$450 Steel \$1200 minus 10% discount = \$1080 Concrete \$2400 minus 10% discount = \$2160 Installation 2 men in crane : 10 hours @ \$225 = \$2250 Installation 1 man in bucket truck : 18 hours @ \$135 = \$2430 Dump Truck /1 man hours : 12 @ \$135 = \$1620	2	\$10,490.00	\$20,980.00

Tax: \$0.00

Total: \$131,440.00

### Authorization

I hereby authorize i2 Visual, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

### Acceptance

I accept the services performed by i2 Visual, Inc. are to my satisfaction.



Southwest Ranches 13400 Griffin RD / 16100 Griffin RD





# Sign Type: 2 Monument Sign double side w/ 4' x 7' EMC



Visual

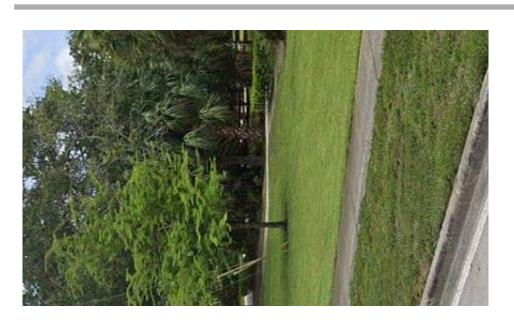
iz Visual, Inc. 1606 Benchmark Ave. Ft. Myers, FL 33905 (239) 209-6767

Please review final artwork carefully. Your approval will indicate acceptance of materials including responsibility for errors, omissions, and legal and ethical compliance.

### PROPOSED **DRAWI**

**SIGN** 

**D**N



Drawing No. 019 Date: 07-21-24 WO: N/A

Client Name: Project Name: Address:



Southwest Ranches Community Farmer's

Southwest Ranches Project

13400 Griffin RD 16100 Griffin RD

Please review final artwork carefully. Your approval will indicate acceptance of materials including responsibility for errors, omissions, and legal and ethical compliance.

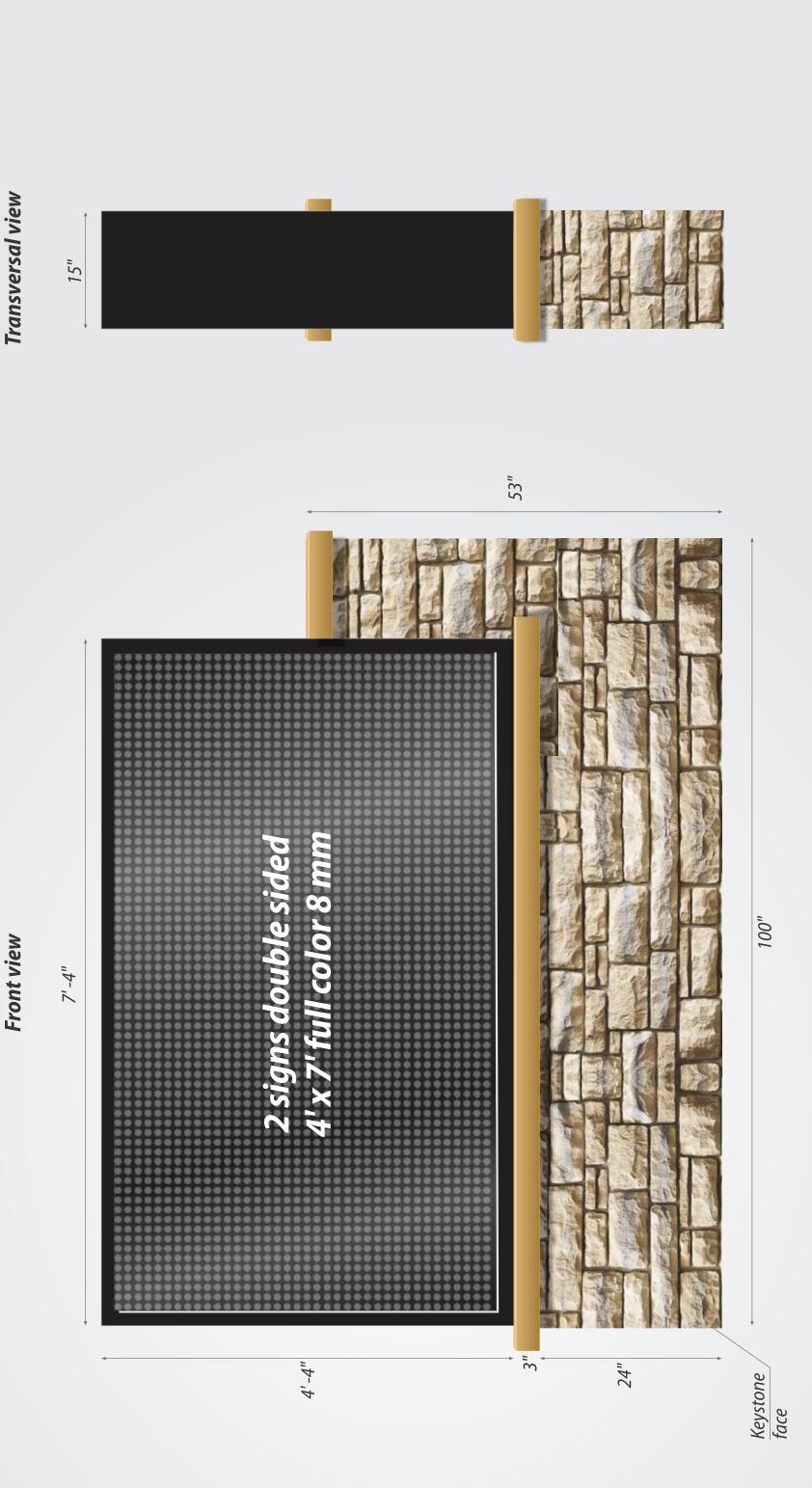
Date:











PAGE

Southwest Ranches Community Farmer's Southwest Ranches Project 13400 Griffin RD 16100 Griffin RD 07-21-24 019 N/A Date: :OM Project Name: Drawing No. Address:



Client Name:

## Sign Type: 2



SIGN MEASURES

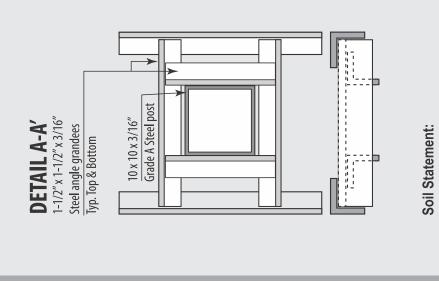


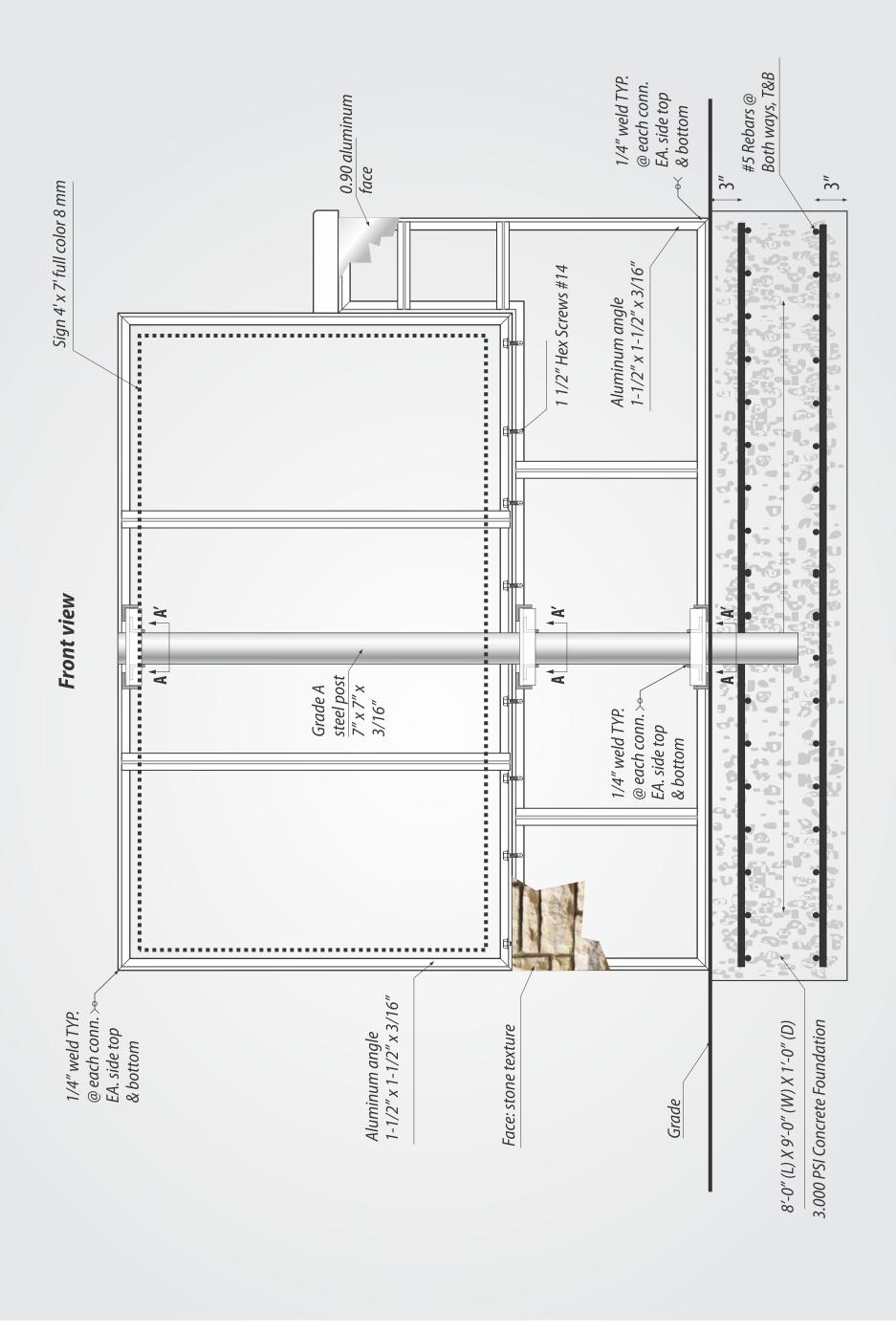
Date:





# Monument Sign double side w/ EMC





A Letter Will Be Provided Upon Excavation To Verify The Soil Conditions

491 Psf. If Other Conditions Exist, The Contractor

Shall Notify This Engineer For Instructions.

Bearing Capacity Of 2,000 Psf. The Maximum Bearing Capacity Required For This Project Is

Base On A Visual Observation, The Soilon Site Consists Of Sand And Rock With A Presumptive







## Sign Type: 2

**DETAILS** 

PAGE 04



# Monument Sign double side w/ EMC

MEMBER DIGITAL SIGNAGE FEDERATION MEMBER

Southwest Ranches Community Farmer's

Southwest Ranches Project

Project Name:

Address:

**Client Name:** 

13400 Griffin RD 16100 Griffin RD

07-21-24

Date: :OM

N/A

019

Drawing No.

iz Visual, Inc. 1606 Benchmark Ave. Ft. Myers, FL 33905 (239) 209-6767

Customer Approved: Date: Please review final artwork carefully. Your approval will indicate acceptance of materials including responsibility for errors, omissions, and legal and ethical compliance.



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### **COOPERATIVE AGREEMENT**

### **BETWEEN THE**

### **TOWN OF SOUTHWEST RANCHES**

### AND

### i2 VISUAL, INC.

This Agreement is entered by and between the Town of Southwest Ranches ("Town") with an address at 13400 Griffin Road, Southwest Ranches, FL 33330 and i2 Visual, Inc. ("Contractor") with an address at 1606 Benchmark Ave., Fort Myers, FL 33905 for <u>Scoreboard, Marquees, Digital Signage, Related Products and Services</u> based upon the <u>Florida Buy Contract #22-168</u> as may be amended from time to time, and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, collectively referred to as the "Cooperative Contract."

2. The Cooperative Contract was competitively solicited and awarded by the <u>Washington County Florida</u> <u>School District on November 8, 2021</u>. The Contractor has exhibited by its response to the solicitation number <u>RFP #21-29</u> Scoreboard, Marquees, Digital Signage, Related Products and Services that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited in the Cooperative Contract and herein based on said solicitation and to be bound by the terms of this Agreement, as may be amended by the Washington County Florida School District from time to time.

### SECTION 1. DEFINITIONS

The following terms in the Cooperative Contract are hereby re-defined for purposes of this agreement as follows:

"Town" shall refer to the Town of Southwest Ranches, a municipal corporation in the State of Florida.

### SECTION 2. EFFECTIVE DATE

This Agreement is effective upon the respective dates under each signature herein.

### SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL

Pursuant to the Award Letter, the current and final contract renewal option is valid through November 30, 2026.

### SECTION 4. PRODUCTS, SERVICES, AND PRICING

The Contractor will provide to the Town products, services, and pricing as specified in the Cooperative Contract.

### SECTION 5. LOCATIONS FOR LED SIGN INSTALLATION

Unless modified in writing by the Town Administrator or his designee, the locations for the purchase and installation of LED signs are as follows:

- 1. Town Hall 13400 Griffin Road
- 2. Southwest corner of Griffin Road and Dykes Road (SW 160<sup>th</sup> Avenue)

### SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified, supplemented, or specified herein.

### SECTION 7. NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

If to Contractor:

John Hose I2 Visual, Inc. 1606 Benchmark Ave. Fort Myers, FL 33905

### SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this Agreement shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto. The prevailing party in any action shall be awarded reasonable attorney's fees and costs at all tribunal levels.

### SECTION 9. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

### SECTION 10. CONFLICT

To the extent that any conflict shall arise between the Town Purchase Order or this Agreement and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement and/or the Town Purchase Order shall prevail.

### SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forego use of the Contractor for any project which may fall within the scope of services listed herein.

### SECTION 12. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

### SECTION 13. AUDITING, RECORDS, AND INSPECTION

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information

Acknowledgement and Agreement, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this Contract and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

### SECTION 14. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 1.34 of the Cooperative Contract and Section 12 of this Agreement shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs at all tribunal levels.

### SECTION 15. BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget, as applicable. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

### SECTION 16. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

### SECTION 17. INSURANCE

The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

### SECTION 18. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

### OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 APPENDIX ii COMPLIANCE):

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

# A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

### **B. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

### C. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

### D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

### E. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

### F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

### G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply, propose or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

### H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### I. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 – as amended and extended).

### J. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

### K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

### L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

### M. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

### N. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

### **O. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which

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Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### P. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

## Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

### **R. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

### S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: i2 Visual, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_\_ 2024.

### WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

### i2 VISUAL, INC.:

By:				_

\_\_\_\_\_, \_\_\_\_(title) \_\_\_\_\_day of \_\_\_\_\_\_2024

### TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_

Steve Breitkreuz, Mayor

\_\_\_\_\_ day of \_\_\_\_\_\_ 2024

By: \_\_\_\_\_

Russell Muñiz, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 2024

ATTEST:

Debra Ruesga, Town Clerk

### **APPROVED AS TO FORM AND CORRECTNESS:**

Keith M. Poliakoff, Town Attorney 1001.090.2024

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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 Muñiz, Town Administrator
- FROM: Emily Aceti, Community Services Manager
- **DATE:** 10/24/2024
- **SUBJECT:** Approving an Agreement with East Coast Builders and Developers to construct the Southwest Meadows Sanctuary Park Improvements

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

### **Background**

The Town advertised Invitation for Bid 24-004 on September 13, 2024 for construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans. The Town received four (4) responses to the bid on October 15, 2024.

Bidder	Base Bid
East Coast Builders & Developers	\$1,850,000

MBR Construction, Inc.	\$1,895,562
Vercetti Enterprises	\$2,489,006
J&IC Construction Services, LLC	\$2,804,925

After reviewing the bids, it was determined that East Coast Builders and Developers was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code.

The bid documents included several Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability.

Description of Work	Additional Cost
Gutters and Downspouts	\$ 5,000.00
(3) Light Poles	\$ 12,000.00
Stone Veneer Around Exterior Columns	\$ 75,000.00
Stone Veneer Sealer: Siloxane Stone Treatment	\$ 15,000.00
Stabilized Grass Area A	\$ 75,000.00
Stabilized Grass Area B	\$ 75,000.00
Stabilized Grass Area C	\$ 75,000.00
Stabilized Grass Area D	\$ 85,000.00
Polished Stainless Steel Mirrors in Lieu of Glass Mirrors	\$ 5,000.00
Plaster On Paper-Backed Metal Lath in Lieu of Tongue & Groove Exterior Ceiling	\$ 30,000.00
Englert PermaColor 3500 Slate Gray in Lieu of Pre-Weathered Galvalume	\$ 25,000.00
8'-0" Tall Chainlink Fence & Gates in Lieu of PVC	\$ 290,000.00

While the total project cost (Base Bid + Add Alternatives) equals \$2,617,000.00, many of the Add Alternatives are quoted higher than originally estimated by the Town's selected Architect and may present an opportunity for additional savings. Staff presents the total project cost solely for the purpose of advising the Town Council. Should the Town Council opt not to select any one of the Add Alternatives the final resolution will be amended to reflect the approved maximum project amount.

### **Fiscal Impact/Analysis**

East Coast Builders and Developers total agreement amount with the base bid and additional alternatives totals \$2,617,000. The Town budgeted \$1,258,293 in FY 2024-2025 adopted budget in account #001-3920-572-63140 (American Rescue Plan Act) for this specific project and was also awarded a \$200,000 FRDAP Grant.

This Resolution authorizes the reallocation of proceeds in the amount of \$1,158,707 from Account Number 001-3920-541-63260 (Land) to 001-3920-572-63140 (Infrastructure-Southwest Meadows)

of the American Rescue Plan Act (ARPA) funds received to complete this project in FY 2025.

Rod Ley, P.E., Public Works Director December Lauretano Haines, Parks, Recreation, and Forestry Director Emily Aceti, Community Services Manager Emil Lopez, Town Financial Administrator Christina Semeraro, Procurement Officer

### ATTACHMENTS:

Description	Upload Date	Туре
Resolution - TA Approved	10/18/2024	Resolution
Exhibit A - Agreement	10/18/2024	Agreement
Exhibit - Bid Documents	10/18/2024	Exhibit
Exhibit - Bid Tabulation	10/18/2024	Exhibit

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### **RESOLUTION NO. 2025-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH EAST COAST BUILDERS AND DEVELOPERS IN THE AMOUNT OF TWO MILLION SIX HUNDRED SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$2,617,000.00) FOR CONSTRUCTION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Town was awarded American Rescue Plan Act (ARPA) funding and prioritized the Southwest Meadows Sanctuary Park Improvements project as a critical project; and

**WHEREAS**, the Town was awarded a Two Hundred Thousand Dollar (\$200,000.00) Florida Recreation and Development Assistance Program grant to help fund these improvements; and

**WHEREAS,** the Town advertised Invitation For Bid 24-004 on September 13, 2024, for construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans; and

WHEREAS, the Town received four (4) responses on October 15, 2024; and

**WHEREAS,** after reviewing the bids, it was determined that East Coast Builders and Developers was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

**WHEREAS,** East Coast Builders and Developers base bid totals One Million Eight Hundred Fifty Thousand Dollars and Zero Cents (\$1,850,000.00); and

**WHEREAS,** the Town desires to award the additional alternative items as follows: Gutters and Downspouts (\$5,000.00); three (3) Light Poles (\$12,000.00); Stone Veneer Around Exterior Columns (\$75,000.00); Stone Veneer Sealer (\$15,000.00); Stabilized Grass Area A (\$75,000.00); Stabilized Grass Area B (\$75,000.00); Stabilized Grass Area C (\$75,000.00); Stabilized Grass Area D (\$85,000.00); Polished Stainless Steel Mirrors in Lieu of Glass Mirrors (\$5,000.00); Plaster On Paper-Backed Metal Lath in Lieu of Tongue & Groove Exterior Ceiling (\$30,000.00); Englert PermaColor 3500 Slate Gray in Lieu of Pre-Weathered Galvalume (\$25,000.00); 8'-0" Tall Chainlink Fence & Gates in Lieu of PVC (\$290,000.00), which totals Seven Hundred Sixty-Seven Thousand Dollars and Zero Cents (\$767,000.00); and

**WHEREAS,** East Coast Builders and Developers total agreement amount with the base bid and additional alternatives totals Two Million Six Hundred Seventeen Thousand Dollars and Zero Cents (\$2,617,000.00); and

**WHEREAS**, the Town budgeted \$1,258,293 in FY 2024-2025 adopted budget in account #001-3920-572-63140 (American Rescue Plan Act) for this specific project and was also awarded a \$200,000 FRDAP Grant; and

**WHEREAS,** the Town Council authorizes the reallocation of proceeds in the amount of \$1,158,707 from Account Number 001-3920-541-63260 (Land) to 001-3920-572-63140 (Infrastructure-Southwest Meadows) of the American Rescue Plan Act (ARPA) funds received to complete this project in FY 2025; and

**WHEREAS,** the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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

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

**Section 2.** The Town Council hereby approves an agreement with East Coast Builders and Developers in the amount of Two Million Six Hundred Seventeen Thousand Dollars and Zero Cents (\$2,617,000.00) for construction the Southwest Meadows Sanctuary Park Improvements, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 on a motion by

Breitkreuz \_\_\_\_\_ and seconded by \_\_\_\_\_.
Breitkreuz \_\_\_\_\_ Ayes \_\_\_\_\_
Kuczenski \_\_\_\_\_ Allbritton \_\_\_\_\_ Nays \_\_\_\_\_
Hartmann \_\_\_\_\_ Absent \_\_\_\_\_
Jablonski \_\_\_\_\_ Abstaining \_\_\_\_\_

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 1001.081.2024

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### **EXHIBIT A - AGREEMENT**



### AGREEMENT

### BETWEEN THE

### TOWN OF SOUTHWEST RANCHES

AND

### EAST COAST BUILDERS AND DEVELOPERS CORP.

FOR

### "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS – FEDERAL GRANT FUNDED ARPA PROJECT"

### AGREEMENT FOR "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS – FEDERAL GRANT FUNDED ARPA PROJECT"

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this <u>24th</u> day of <u>October 2024</u> by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and <u>East Coast Builders</u> and <u>Developers Corp.</u> (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to implement the Southwest Meadows Sanctuary Park Improvements - Federal Grant Funded ARPA Project ("Project"); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 24-004 on September 12, 2024 ("IFB"); and

WHEREAS, four (4) bids were received by the Town on October 15, 2024; and

**WHEREAS**, the Town has adopted Resolution No. 2024-\_\_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected East Coast Builders and Developers Corp. for award of the Project.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

### Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
  - 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price.

Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

### Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

### "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve **Substantial Completion of the Work within one hundred eighty (180) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, CPZ Architects, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.
- 2.7 Liquidated/Delay Damages ("LD's") In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **two hundred ten (210)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Southwest Meadows Sanctuary Park Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.
- 2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.
- 2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

### Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$2,617,000.00 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions

of this Agreement and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) tit becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

### Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

### Section 5: Contractor's Responsibility for Safety

5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with

jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

### Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 and Board of County Commissioners of Broward County, Florida 115 S Andrews Ave #421 Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
  - A. <u>WORKER'S COMPENSATION</u>: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. <u>**BUSINESS AUTOMOBILE LIABILITY INSURANCE:**</u> Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred**

**Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. <u>COMMERCIAL GENERAL LIABILITY</u>: Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. Builder's Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. The Town of Southwest Ranches must be shown as an additional insured with respect to this coverage. The mailing address of the Town, as the certificate holder, must appear on the certificate of insurance.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms, and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

### Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

### Section 8: Laws and Regulations

Contractor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

### Section 9: Taxes and Costs

All federal, state, and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

### Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

### Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

### During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

### Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses, or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

### Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

### Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

### Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

### Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF CONTRACTOR HAS OUESTIONS REGARDING THE THE **APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT **PHONE:** (954) 434-0008: EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

### Section 18: Termination

The Agreement may be terminated upon the following events:

- A. <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- Termination for Convenience. This Agreement may be terminated for Convenience by В. Town upon Town providing Contractor with thirty (30) calendar day's written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. <u>Termination for Cause.</u> In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any

other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- **D.** <u>**Termination for Lack of Funds.**</u> In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - 1. Contractor's violation of the Public Records Act;
  - 2. Contractor's insolvency, bankruptcy or receivership;
  - 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  - 5. Contractor's violation of Section 19 of this Agreement.

### Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

### Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

### Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

### Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

### Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

### Section 24: WAIVER OF RIGHT TO JURY TRIAL

### BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

### Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

### Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth in the Agreement.

### Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

### Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

*Remainder of page intentionally left blank* 

#### Section 29: No Amendment or Waiver

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

#### Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

#### Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty, or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

#### Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

#### If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

#### With a copy to:

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

If to Contractor:

Frank Anzalone, President East Coast Builders and Developers Corp. 4611 South University Drive, Ste 151 Davie, FL 33328

#### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- **B.** <u>Audit and Inspection Rights and Retention of Records</u>. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. <u>Independent Contractor</u>. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- **D.** <u>Conflicts</u>. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. <u>Contingency Fee</u>. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- F. <u>Materiality and Waiver of Breach</u>. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of this Agreement shall not be deemed a waiver of this Agreement shall not be deemed a waiver of this Agreement. A waiver of any breach and shall not be construed to be a modification of the terms of this Agreement.
- **G.** <u>Joint Preparation</u>. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the

preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- **K.** <u>**Truth-in-Negotiation Certificate**</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2024.

WITNESSES:

#### **CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_(title) \_\_\_\_\_day of \_\_\_\_\_\_2024

#### **TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_\_\_Steve Breitkreuz, Mayor

\_\_\_\_ day of \_\_\_\_\_ 2024

By:

Russell Muñiz, Town Administrator

day of 2024

**ATTEST:** 

Debra Ruesga, Town Clerk

#### **APPROVED AS TO FORM AND CORRECTNESS:**

Keith M. Poliakoff, Town Attorney 1001.063.2024

#### **BID SCHEDULE**

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form based on the Work performed and completed.

А			
	Description of Work	•	Price
	Division 01 – General Conditions	\$	20,000
	Division 02 – Existing Conditions	\$	15,000
	Division 03 – Concrete	\$	150,000
	Division 04 – Masonry	\$	80,000
	Division 05 – Metals	\$	150,000
	Division 06 – Wood, Plastics & Composites	\$	275,000
	Division 07 – Thermal & Moisture Protection	\$	50,000
Н	Division 08 – Openings	\$	50,000
	Division 09 – Finishes	\$	75,000
J	Division 10 – Specialties	\$	250,000
K	Division 12 – Furnishings	\$	150,000
L	Division 22 – Plumbing	\$	80,000
М	Division 23 – HVAC	\$	40,000
Ν	Division 26 – Electrical	\$	50,000
0	Division 31 – Earthwork	\$	150,000
Р	Division 32 – Exterior Improvements	\$	190,000
Q	Division 33 – Utilities	\$	75,000
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Southwest Ranches Council Mayor Steve Breitkreuz Vice Mayor David S. Kuczenski Jim Allbritton Bob Hartmann Gary Jablonski



Town Administrator Russell Muñiz

# **INVITATION FOR BIDS**

#### IFB No. 24-004

Town of Southwest Ranches Is seeking bids for:

#### Southwest Meadows Sanctuary Park Improvements – Federal Grant Funded ARPA Project

#### Date issued/available for distribution: Friday, September 13, 2024

Bidder shall submit ONLINE using the https://www.demandstar.com E-bidding platform. The complete submittal must be received by the Procurement Officer no later than **11:00 a.m. local time on Tuesday, October 15, 2024**. See Section 1.6 for submission instructions.

Non-Mandatory Pre-Bid Conference: Tuesday, September 24, 2024, at 11:00 a.m. local time. See Section 1.3, of this IFB for information on the Pre-Bid Conference.

#### 5% BID BOND | 100% PERFORMANCE AND PAYMENT BONDS

# PLANS/DRAWINGS ATTACHED AS SEPARATE PDF FILES

#### CAUTION

Amendments to this Invitation For Bids will be posted on the Southwest Ranches website Procurement page, which can be accessed at <u>https://www.southwestranches.org/procurement</u>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on the system. It is bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of bids.

Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit, or attachment that was not downloaded from the system or obtained directly from Procurement.

# IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

IFB 24-004

#### **NOTICE TO CONTRACTORS**

The Town of Southwest Ranches, Florida, hereinafter referred to as the "TOWN", will receive sealed Bids in response to this Invitation For Bids (IFB) together with the information and documents required and as referenced herein and any other information relative to expertise or proficiency of the Bidder, via the <u>https://www.demandstar.com</u> E-bidding platform, until **11:00 a.m., local time, and opened on Tuesday, October 15, 2024** for all material, labor, equipment and supplies necessary for the:

#### IFB 24-004 Southwest Meadows Sanctuary Park Improvements – Federal Grant Funded ARPA Project

To better manage document disbursement for the bid process, the Town will make bid documents available on the Southwest Ranches website Procurement page which can be accessed at:

#### https://southwestranches.org/procurement

To review the bid documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available at https://www.demandstar.com. Contractors may download and print the bid documents or contact Christina Semeraro, Town Procurement Officer at (954) 343-7467 or e-mail <u>csemeraro@southwestranches.org</u>.

All bids shall be submitted in accordance with General Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-Bid Conference will be held on **Tuesday**, **September 24**, **2024 at 11:00 am local time** via Microsoft Teams Meeting, the link to attend is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform.

Responses to this IFB 24-004 must be submitted online ONLY at <u>https://www.demandstar.com</u> Ebidding platform. A public opening will take place at **11:00 a.m.**, **local time**, **on October 15**, **2024**. in the Town's main conference room located at Town Hall on the same date. Facsimile submittals will not be accepted. Any responses to this IFB received after **11:00 a.m.** local time on **Tuesday**, **October 15**, **2024** will NOT be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

Prior to execution of a contract, Bidder shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Bidder does not have a written non-discrimination policy, Bidder shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.30 of the Invitation for Bids.

The Town reserves the right to reject any or all responses to this IFB, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the Town. The Town may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

IFB 24-004

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#### SECTION 1 GENERAL INFORMATION

#### **1.1 ISSUING OFFICE**

This Invitation for Bids ("IFB") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement Officer ("Officer"). The Officer is the SOLE point of contact concerning this IFB. All communications regarding this IFB must be done through the Contact Person (See Section 1.7).

#### **1.2 PURPOSE OF THE PROJECT**

The Town is soliciting bids from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans.

This project will require the successful Bidder to coordinate closely with the Town and Architectural Team. This project is funded by the American Rescue Plan Act.

The Substantial Completion of the Project shall occur no later than <u>one hundred eighty (180)</u> <u>calendar days</u> from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than <u>two hundred ten (210) calendar days</u> from date of issuance of the Notice to Proceed.

#### **1.3 NON-MANDATORY PRE-BID CONFERENCE**

The Non-Mandatory Pre-bid Conference will be held on **Tuesday, September 24**, **at 11:00 a.m.** local time via Microsoft Teams Meeting, in the Grand Oaks conference room at Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330; and the link to join the meeting virtually is accessible on the Town website calendar, and the http://www.demandstar.com E-Bidding Platform.

There will be a Town representative available to answer questions relative to this IFB; however, Bidders should not rely on any oral representations, statements, or explanations other than those made by this IFB or a formal Amendment to the IFB. Any questions or comments arising subsequent to the Pre-bid Conference must be presented, in writing, to the Contact Person (See Section 1.7) prior to the date and time stated in the Timetable (See Section 1.5).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

#### 1.4 QUALIFICATIONS OF BIDDERS

All bidders to this IFB shall meet the following minimum requirements in order to be eligible for bid award:

- 1) Shall have been in continuous business under the same business name in the state of Florida for the past five (5) years from the date this IFB is due;
- 2) Shall have been in business as a general contractor for a minimum of the past five (5) years from the date this IFB is due;
- 3) Shall have served as the prime general contractor and successfully completed a minimum of two (2) similar projects within the past five (5) years each of which (a) had a cost of \$500,000.00 or more, (b) were within the United States, and (c) consisted of size, scope and complexity similar to the Project herein;
- 4) Shall provide evidence of the successful construction or renovation of similar projects on form Appendix Q "Bidder Experience".

# **1.5 TIMETABLE**

The anticipated schedule and deadline for this IFB is as follows:

Activity	Date, Time, and Location
IFB available for free download on	On or about: Friday, September 12, 2024 at:
website	http://southwestranches.org/procurement or
	Demandstar.com
Non-Mandatory Pre-Bid Conference	11:00 a.m. local time, Tuesday, September 24,
	<b>2024</b> , via Microsoft Teams Meeting, the link is
	accessible on the Town Procurement website and the
	Demandstar.com E-Bidding Platform
Deadline for Submission of Written	Tuesday, October 1, 2024, via e-mail to the
Comments/Questions	Procurement Officer:
	csemeraro@southwestranches.org
Response to Written Comments/	11:00 a.m. local time, Tuesday, October 8, 2024
Questions	
Deadline for Submission of Bids	11:00 a.m. local time, Tuesday, October 15, 2024,
	via DemandStar.com E-bidding platform
Public Opening	11:00 a.m. local time, Tuesday, October 15, 2024,
	via Microsoft Teams Meeting, the link is accessible
	on the Town website calendar and the
	Demandstar.com E-Bidding Platform
Award Date	To be Determined

#### **1.6 BID SUBMISSION**

It is anticipated that sealed bids will be opened at **11:00 a.m. on Tuesday, October 15, 2024** via Microsoft Teams Meeting, the link is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform.

All bids must be submitted electronically via https://www.demandstar.com E-Bidding Platform no later than **Tuesday**, **October 15**, **2024**, **at 11:00 a.m.** 

The Bid Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed bid by a bidder will be considered by the Town as constituting a legal offer by the bidder to provide services required by this IFB at the proposed price identified therein.

No bids will be accepted after the deadline for submission of bids or at any location other than via the online https://www.demandstar.com E-bidding platform.

Facsimile or email submittals will not be accepted. Bids received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a bid is delivered or received will be resolved against the Bidder.

# **1.7 CONTACT PERSON**

The individual designated as the "Contact Person" for the IFB is:

Christina Semeraro, NIGP-CPP, CPPO, CPPB Town Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-343-7467 Email: <u>csemeraro@southwestranches.org</u>

# **1.8 PROCUREMENT CODE**

Article IX of the Town's Code of Ordinances (ORD 22-005) establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity, and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the Town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

# **1.9 CONE OF SILENCE**

The Cone of Silence means a prohibition on any communication regarding this IFB between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his

or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this IFB and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the Bidder from further consideration. Discovery of a violation after an award by a particular Bidder shall render any IFB award to said bidder voidable by the Town, and in the Town's sole discretion.

#### **1.10 PUBLIC OPENING**

A public opening of bids will take place on **Tuesday**, **October 15**, **2024 at 11:00 a.m.** local time via Microsoft Teams Meeting, the link to join the meeting virtually is accessible on the Town website calendar and the https://www.demandstar.com E-Bidding Platform.

The identity of the Bidders and the bid amount submitted shall be read aloud. However, no additional information set forth in the bid shall be made public until the time of a notice of a "Recommended Award" or 30 days from the Bid Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of bids, the Town will look for any unbalanced bids to ensure that unit prices are within industry standards and that the Bidders are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive, and responsible Bidder in accordance with the terms of this IFB and the Town's Procurement Code.

In the award of a Contract pursuant to this IFB, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

#### 1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than **Tuesday**, **October 1**, **2024 at 11:00 a.m.**, to the address listed in this IFB or e-mail address listed for the Contact Person (See Section 1.7). The request must contain the reference IFB 24-004, the Bidder's name, address, phone number, and e-mail address.

Changes to this IFB, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of bids. Bidders should not rely on any representations, statements, or explanation other than those made by this IFB or in any Amendment

to this IFB. Where there appears to be a conflict between this IFB and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this IFB will be posted on Town of Southwest Ranches website Procurement page which can be accessed at https://southwestranches.org/procurement/.

It is the sole responsibility of bidders to routinely check for any Amendments that may have been issued prior to the deadline for submission of bids. Town shall not be responsible for the completeness of any IFB package not downloaded from this website or obtained directly from the Contact Person. A Bidder may verify with the designated Contact Person (See Section 1.7) that Bidder has received all Amendments to this IFB prior to the submission of its bid.

# **1.12 DISCLAIMER**

All documents and information, whether written, oral or otherwise, provided by the Town relating to this IFB are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any bidder to examine, inspect and be completely knowledgeable of the terms and conditions of the IFB, or any other relevant documents or matters, shall not relieve the selected Bidder from fully complying with this IFB.

The Town reserves the right to reject all or any portions of any bid, to reject all bids, to waive any informality, non-material irregularity, or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein are for bid purposes only and, will be used for tabulation and presentation of the Bid. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

#### **1.13 NOTICE TO PROCEED**

It is recommended that Contractor attend a non-mandatory pre-bid conference (See Section 1.5).

Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently, and continuously perform such work to achieve Substantial Completion and Final Completion, within the times set forth in the Agreement (See

Exhibit "A"). To the extent set forth in the Agreement, the Town may, in its sole discretion and at its option, elect to impose liquidated damages or actual damages, whichever is greater, for failure to complete the work within the timeframe required (See Exhibit "A").

Contractor shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the schedule included in the Agreement. If contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

# **SECTION 2 TERMS AND CONDITIONS**

#### 2.1 ADHERENCE TO REQUIREMENTS

Bidders guarantee their commitment, compliance, and adherence to all requirements of this IFB by submission of their bids.

#### 2.2 MODIFIED BIDS

Bidders may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for submission of bids specified in the IFB Timetable (See Section 1.5). The Town will only consider the latest bid submitted.

#### 2.3 WITHDRAW OF BID

A bid may be withdrawn, only by written notification to the Town, prior to the opening of bids. (*See* Section 1.5). After the opening of bids, they shall be irrevocable for a period of one hundred twenty (120) days. Unless withdrawn, as provided in this subsection, a bid shall be irrevocable until the time that a Contract is awarded. Bidders who unilaterally withdraw a bid without permission of the Town before 120 days have elapsed from the date of the opening of bids may be debarred and are subject to forfeiture of the Bid Security.

#### 2.4 LATE BID, LATE MODIFIED BID

Bids and/or modifications to bids received after the deadline for submission of bids specified in the IFB Timetable (See Section 1.5) shall not be considered.

#### 2.5 IFB POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this IFB to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all bids; commence a new solicitation process; postpone or cancel this IFB process; and/or waive any non-material irregularities in this IFB or the bids received as a result of this IFB. In addition, the Town of Southwest Ranches Council may reject any bid prior to award.

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or

rescission of the award, and a forfeiture of the Bid security. In that event, the Town may proceed to award the contract to the next lowest, responsive, and responsible Bidder, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

# 2.6 COSTS INCURRED BY BIDDERS

All expenses incurred with the preparation and submission of bids to the Town, or any work performed in connection therewith, shall be borne by the bidder.

# 2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bids will be available for public inspection after the opening of bids, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

# 2.8 **RIGHT TO PROTEST**

For purposes of this IFB, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this IFB by reference ("Bid Protest"). By responding to this IFB, all bidders agree that the Bid Protest procedures set forth in the Code are applicable to this IFB and shall comply with said procedures.

Any bidder may protest any Recommendations for Award of the Contract in accordance with Protest Procedures (ORD 22-005) by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

#### 2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The bidder shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Bidder's facilities to determine their capability of meeting the requirements for this IFB and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Bidder, including the financial position, experience, staffing, equipment, materials, references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

# 2.10 AWARD

The Town intends to award a contract to the lowest, responsive, and responsible Bidder whose bid meets the requirements of this IFB, and in accordance with the Town's Procurement Code.

# 2.11 WRITTEN CONTRACT

The successful Bidder shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this IFB, the accepted Bid, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this IFB. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

# 2.12 ASSIGNMENT

This IFB and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

# 2.13 CANCELLATION

Failure on the part of the awarded Bidder to comply with the terms of this IFB, to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Bidder with the next highest ranking by the selection committee, or to re-advertise the IFB in its sole discretion whenever deemed in the best interests of the Town.

# 2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this IFB, or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control, and supervision of the Work to be performed hereunder.

# 2.15 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this IFB, and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

#### 2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

#### 2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

#### 2.18 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this IFB or any Contract awarded.

#### 2.19 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned or incurred thereby.

#### 2.20 GOVERNING LAW

The validity of this IFB and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this IFB or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

#### 2.21 **DISPUTES**

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this IFB. Any default under this IFB shall subject Bidder to liability for any and all damages to Town caused thereby. Bidder agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

# 2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform, and Contractor shall have fourteen (14) days to cure such failure, or such time as set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

#### 2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a bid will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in the Contractor's possession or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this IFB. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

# 2.24 CONTRACT PROVISIONS (EXHIBIT "A")

<u>2.24.1 Agreement</u>. The selected bidder will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.24.2 Authorization to Sign. In addition to executing the Agreement, the selected bidder will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected bidder is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected bidder is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

#### 2.25 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Bidder, his agents, subcontractors, or any person the Bidder utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise.

The Bid shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or

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otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

#### 2.26 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected bidder to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected bidder shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected Bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected bidder under the Agreement.

# 2.27 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Russell Muñiz, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the bidder and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Bidders are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The bidder hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a bid protest or sue the Town by virtue of such cancellation or rescission.

#### 2.28 SECURITY AND BONDING REQUIREMENTS

2.28.1 Bid Security. Simultaneous with the delivery of an executed Bid to the Town, Bidders shall furnish a Bid Security in an amount equal to five percent (5%) of the total gross amount of the bid. The Bid Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Bid Security with the Bid at the time of Bid opening shall automatically disqualify the Bidder as non-responsive.

<u>2.28.2 Performance and Payment Bonds</u>. The successful bidder shall furnish an acceptable surety bond in an amount equal to one hundred (100%) percent of the contract value, as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. The Town and the Broward County Board of County Commissioners shall be named as dual obligees in said Bond(s). Under no circumstances shall the successful bidder begin work until they have supplied the Town a Construction Bond recorded with Broward county.

Simultaneous with the delivery of the executed contract form, the Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes.

<u>2.28.3 Qualifications of Surety</u>. Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Bidder shall provide satisfactory evidence to document such fulfillment:

- a. The surety company is licensed to do business in the State of Florida.
- b. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- c. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Invitation for Bids was issued.
- d. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.

- e. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- f. Each bond shall contain all provisions required by §255.05, Florida Statutes.
- g. Each bond shall be issued by a Florida agent.

2.28.4 Duration of Bonds. The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.

<u>2.28.5 Non-compliance</u>. An awarded Bidder's failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Invitation for Bids, all in forms acceptable to the Town, shall result in the cancellation of any Contract and the Bidder's forfeiture of any and all bid securities.

# 2.29 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any bidder by virtue of this IFB or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a bidder, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

#### 2.30 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNIT

No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

The Contract Administrator may increase allowable retainage or withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers.

# 2.31 SUPPLEMENTAL WAGE REQUIREMENTS

2.31.1 The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

2.31.2 All mechanics, laborers, and apprentices employed or working on the site of the Work shall be paid in accordance with the above referenced wage rates. Contractor shall post this

section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

2.31.3 If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the Town Manager for final determination, which shall be binding.

2.31.4 In the event the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon Contractor and its Sureties shall be liable to Town for any all costs incurred by Town to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

2.31.5 Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee's current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

2.31.6 Contractor shall submit, with each application for payment, a signed and sworn "Statement of Compliance" (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.

2.31.7 The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the work, the full amount of wages required by this Contract.

2.31.8 If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

# 2.32 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Contract is exempt under Section  $16\frac{1}{2}$ -157(c), Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section  $16\frac{1}{2}$ -157, Broward County Code of Ordinances, for the duration of this Contract, and the contract language referenced in Section  $16\frac{1}{2}$ -157 is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling Town to pursue any and all remedies provided under applicable law including, but not

limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor from doing business with Town.

# 2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Town, the selected Bidder shall submit a completed DOIA within a reasonable time, as requested. If the selected Bidder fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

# 2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their bids, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

# **2.35** PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Bidder shall complete the attached Sworn Statement on Public entity Crimes and submit it with its bid.

#### 2.36 **RESPONSIBLE VENDOR DETERMINATION**

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

#### 2.37 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

#### **SECTION 3 BID REQUIREMENTS**

#### **3.1 BID FORMAT AND CONTENT**

<u>3.1.1 Format</u>. The electronic copy of the bid must be uploaded to http://www.demandstar.com E-bidding platform. Bids should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

<u>3.1.2 Technical Bid</u>. Bids must contain all of the documents included in the appendix, each fully completed, signed, and notarized, as required. Failure of a bidder to provide the required information is considered sufficient cause to deem the bid non-responsive.

Bidders must use the Bid form(s) furnished by the Town and included in the appendix of the IFB. Failure to do so may cause the Bid to be rejected. Removal or replacement of any of the Bid documents may invalidate the Bid.

All items should be submitted as a part of the bid prior to the deadline for submission of bids (See Section 1.5); however, if the item(s) marked by an asterisk (\*) are omitted, the Bidder must submit such item(s) upon request from the Procurement Officer within a time frame specified by the Procurement Officer (normally within two (2) business days of request) or the bid shall be deemed non-responsive. All other items must be submitted with the bid, or it shall be deemed non-responsive.

The Town reserves the right to request additional information to be used for evaluating responses received from any or all Bidders, including, but not limited to, additional references or financial information. Further, the Town retains the right to disqualify from further consideration any bidder who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Town reserves the right, at its sole discretion, to waive any minor irregularity relating to the bid. Upon request, it shall be the

responsibility of the bidder to address the determined minor irregularity within a time frame specified by the Procurement Officer (normally within two (2) business days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause to deem the bid non-responsive.

#### **3.2 BID SCHEDULE**

Each Bidder shall submit a completed Bid Schedule, included as Appendix "B". Pricing in the Bid Schedule shall include all labor, equipment, and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Bidder warrants that the prices, terms, and conditions quoted in the Bid Schedule will be firm for a period of one hundred twenty (120) days from the date of the bid opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the Bidder from performance of the Contract at the Bid price.

The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work.

It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Town at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

#### SECTION 4 SPECIAL PROVISIONS

#### 4.1 REGULATED SUBSTANCE USE REQUIREMENTS

#### "Best Management Practices" for the Construction Industry

The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, ground waters, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

#### 4.2 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The lump sum price shall not include the cost for any permit fees. Permits shall be obtained by the contractor and will be directly reimbursed by the Owner for the actual cost of the permit.

# 4.3 LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

Potential utility conflicts may vary with each work site. Prior to commencing work, the Contractor shall visit the work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures.

Utility lines in the Project area have been shown on the Plans. However, Town does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility

of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.

Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. Town reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. Town's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

Finally, the Contractor shall always fully cooperate with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the bid proposal, all utility companies reserve the right to accept or reject bid items on their part of work and perform their work by their forces or other contracted forces.

# 4.4 **PROSECUTION OF THE WORK**

The Contractor will be required to maintain within the Town, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly and shall efficiently prosecute the work with adequate personnel and equipment until final completion. The Substantial Completion of the Project shall occur no later than one hundred eighty (180) calendar days from the date of the issuance of the Notice to Proceed, and Final Completion shall occur no later than two hundred ten (210) calendar days from date of issuance of the Notice to Proceed. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a work order basis and in the amounts shown in the Agreement.

# 4.5 MAINTENANCE OF TRAFFIC (MOT)

The Contractor shall always comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) and the Manual of Uniform Traffic Control Devices (MUTCD).

If the Contractor proposes to impact any local traffic as a result of any construction activities associated with this project, he shall be required to submit a Maintenance of Traffic (MOT) Plan to the Town of Southwest Ranches for approval, prior to starting the work.

The Contractor shall comply with all of the requirements of the Town of Southwest Ranches at all

times. Any impacts to local traffic shall require a Maintenance of Traffic Plan to be submitted and approved by the Town of Southwest Ranches.

The Southwest Meadows Sanctuary Park and adjacent Southwest Meadows Preserve shall remain open to the public from sunrise to sunset every day. The park may have special events that also allow for nighttime use.

# 4.6 STORM PREPARATION

The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events.

The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain storm water and drainage flow as may be required to prevent adverse effects of storm water which would normally flow through the existing and proposed facilities. The Contractor will not be paid additional for any measures related to this item; however, a time extension may be added to the contract for the time delay.

# 4.7 LABORATORY AND DENSITY TESTS

All material, laboratory and density tests required for compliance with these specifications shall be performed by an independent testing laboratory under contract to and as directed by the Contractor and acceptable to the Owner and Engineer.

Contractor shall be responsible for arranging and obtaining and shall pay all costs associated all material, laboratory and density tests required for compliance with these specifications and required for Owner's and Engineer's acceptance of the Work.

#### 4.8 COMPLAINTS

The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

#### **SECTION 5 GENERAL PROVISIONS**

#### 5.1 **DEFINITIONS**

<u>ADDENDA</u> Written or graphic instruments which clarify, correct, or revise the bidding documents or the Contract Documents for Invitation to Bid 24-004.

BID The offer or proposal to perform all services required in Invitation to Bid 24-004.

<u>BOND</u> Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u> A document prepared by the Town which amends the scope of services, scheduling, or pricing within the executed Contract.

<u>CONSTRUCTION CHANGE DIRECTIVE</u> A written order prepared by the Town, directing a change in the work, scheduling, and/or pricing of the services required under the Contract.

<u>CONTRACT</u> The written agreement between Town and Bidder whose bid has been accepted, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

<u>CONTRACT DOCUMENTS</u> The Contract, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the "Contract Documents".

<u>CONTRACT PRICE</u> The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

<u>CONTRACTOR</u> The successful bidder with whom Town has entered into a Contract with for performance of the Work.

DAY Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE WORK</u> Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

<u>EFFECTIVE DATE OF CONTRACT</u> The latest execution date of the Contract.

<u>FINAL COMPLETION</u> Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>PROJECT</u> construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans, as defined in IFB 24-004.

<u>SUBSTANTIAL COMPLETION</u> is defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operational status;
- (iii) All Work has been completed; and

(iv) The Town's engineer/architect of record for the Project, CPZ Architects, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

TOWN Town of Southwest Ranches, Florida

<u>WORK</u> Construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans, as defined in IFB 24-004.

#### 5.2 APPLICABLE CODES

A. General

All construction and materials shall conform to the standards and specifications of the applicable drainage district, Town of Southwest Ranches, Broward County Traffic Engineering Division (BCTED), South Florida Water Management District (SFWMD), Florida Department of Health (FDOH), applicable Building Codes, and all other local and national codes where applicable.

B. Construction Safety

All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

C. Trench Safety Act

Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act, Florida Statutes Section 560, etc. No trenches shall be left open overnight or during weekends.

D. Survey Data

All elevations on the plans or referenced in the specifications are based on the North American Vertical Datum of 1988 (NAVD).

#### 5.3 EXISTING IMPROVEMENTS AND LANDSCAPING

- A. All trees, shrubs and other vegetation that must be removed to perform the work under this contract shall be disposed of off-site in a legal manner.
- B. All fences that are removed must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of fence as was removed unless noted as

removal only.

- C. All wood, plastic, paper, metal, and vegetation removed from the site shall be disposed by the Contractor outside the boundaries of this project in accordance with all applicable environmental regulations.
- D. Irrigation systems and existing utility lines encountered by the Contractor are to be protected. Any damage to any irrigation system or existing utility line shall be repaired by the Contractor at his own expense.
- E. All mailboxes, entry gate access/call boxes or decorative entry features that are removed or disturbed during construction must be reinstalled or replaced with the same type (thickness, color, material, size, etc.) of item as was removed unless noted as removal only.

## 5.4 CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of Notice of Award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a Sunshine Certification Number at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations. The Contractor is to provide Certification number to the Owner prior to commencing any work.
- C. The Contractor shall verify the size, location, elevation, and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the Plans; the Contractor shall immediately notify the Owner. The Contractor shall hand dig in the vicinity of the existing irrigation or utility lines to minimize the potential for damage to those pipes.
- D. The Contractor shall be responsible for damage to any existing utilities, piping, etc. shown on the drawings, or for which he fails to request locations from the utility owner. He is responsible as well for damage to any existing utilities/piping that is properly located.
- E. Temporary Utilities it shall be the Contractor's responsibility to arrange for or supply temporary water services, sanitary facilities, electricity, phones, etc. to his employees and subcontractors for their use during construction.
- F. Staging Area the Contractor shall be able to make use of the right-of-way area for staging of equipment and materials. It shall be the Contractor's responsibility to properly secure the staging area and to maintain the staging area in a neat and orderly manner. The Owner shall not be responsible for any damage, theft,

displacement, or other incidents that may occur in the staging area or project site.

G. The Contractor shall obtain approval from private property owners for the locations and use of all other staging areas or construction traffic access routes, beyond those areas identified in the contract documents.

## 5.5 SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and Benchmarks as required. Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey benchmark(s) to be used by the Contractor including location, source, and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

The Contractor shall not rely on scaling or measurements of line work, symbols, etc. on AutoCAD files or other computer files provided by the Owner or Engineer. The Contractor or Contractor's Surveyor shall perform all required calculations, reviews, confirmations, and other office work necessary to properly lay-out and/or as-built the project in accordance with the Contract Documents.

As-built surveys shall be performed by a surveyor under contract to the Contractor. All as-built surveys that reflect work performed in accordance with the Contract Documents shall be included in the lump sum contract price. There will be no separate payment for providing the required stakeout, line and grade, benchmarks, as-built drawings, or other surveying work.

## 5.6 **PROJECT SITE**

- A. During construction the project site, staging area, construction traffic routes, and all adjacent areas shall be maintained in a neat and clean manner. Upon final clean-up, the project site shall be left clear of all surplus material or trash and the paved areas shall be swept broom clean and washed down as directed by Owner.
- B. The Contract Documents depict the project limits for the project. The Contractor is prohibited from entering, encroaching upon, or storing material on any property outside the project limits or approved staging area without the express written permission of the affected property owner(s).
- C. The Contractor shall restore all damages to rights-of-way, easements, private properties, applicable drainage district facilities and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to work.
- D. The Contractor shall restore or replace, when and as directed by Owner, any public or private property damaged or altered by his work, equipment,

employees, or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations.

- E. The Contractor and Owner shall perform a pre-work inspection of the project area, staging area, and construction traffic routes to review and document the existing conditions. Contractor shall be responsible to perform the level of review and documentation necessary to properly and adequately document the existing pre-work conditions. The pre-work inspection shall be the basis for the Owner to determine the extent of restoration/replacement that is required under these contract documents to restore/replace the project site, staging area, construction traffic access routes, and adjacent areas to a condition at least equal to that existing immediately prior to the beginning of operations.
- F. Where material or debris has washed into, flowed into, or been placed into water bodies, lakes, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of by the Contractor.
- G. No trenches shall be left open overnight or during weekends.

## 5.7 POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards. Pollution Control measures shall apply to both the work area and the staging area, as applicable.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

If any fines or penalties are incurred as a result of the Contractors actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner, or Engineer. If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean-up.

The Owner shall have the option to require the Contractor to reimburse him for the cost of such

clean up or to deduct the cost from the Contractor's pay requests.

### 5.8 DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all demolition debris, waste materials and debris resulting from his construction activities in accordance with the Contract Documents. The Contractor shall provide all means of protecting the work area and other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

## 5.9 SAFETY – LOSS CONTROL PROVISIONS

The Contractor shall be responsible for providing safe and healthful working conditions for employees of the Contractor, subcontractors, the Town, or its invitees. The Contractor shall initiate and maintain an accident prevention program which should include, but is not limited to, the following: establish and supervise programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout the construction, repair, alterations, or demolition work. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is exposure to hazardous conditions, including safety belts, lifelines, and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damages sustained as a result of a violation of this section from the Contractor to the Town and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all person and property at the project site. Employees required to handle or use toxins, caustics, and other harmful substances shall be instructed regarding the safe handling and use, and be made aware of the potential hazards, personal hygiene, and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security, and any and all other appropriate federal, state, local or Town safety and health standards including, but not limited to OSHA, and the State of Florida Trench Safety Act.

The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, Broward County, and Contractor does hereby save and hold harmless Owner, Engineer, and Owner's and Engineer's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

### 5.10 PROJECT RECORD DRAWINGS

- A. The Contractor shall maintain accurate and complete records of work items completed during the course of the work. They will be reviewed at each pay request.
- B. All required density tests for compacted fill, granular fill, subgrade, or as required by contract documents, inclusive of the Geotechnical Report, shall be provided to the Engineer prior to placing any building or landscaping elements.
- C. All 'as-built" information submitted to the Engineer shall be sufficiently accurate, clear, and legible to satisfy the Engineer and any applicable reviewing agency that the information provides a true and accurate representation of the improvements constructed.

Contractor shall provide detailed As-Built Surveys that clearly define the areas of work completed under this contract, including but not limited to top of pipe elevations, top of all fittings, rim and invert elevations, pipe lengths, bottom of structure elevations, and all other relevant physical features.

- D. The Contractor shall provide the Owner with (1) 2023 Auto CAD format file and (1) PDF of Marked Up As Built Drawings showing all electrical, plumbing, structural, and mechanical systems as they are installed. These drawings shall show plans and section of all systems, riser diagrams, and locations of all valves, dampers, access points to wiring, other service access points and other information required by Owner.
- E. Upon completion of construction, the Contractor shall submit to the Landscape Architect of Record and the Owner complete sets of "as-built" construction drawings. These drawings shall be marked to show "as-built" construction changes and dimensioned locations and elevations of all improvements including product/equipment as specified or revised during the shop drawing submittal process.
- F. All "as-built" information shall be signed and sealed by a Florida registered land surveyor.

## 5.11 FINAL COMPLETION

<u>Upon completion of Construction</u>. The Contractor must request a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the inspection.

## 5.12 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair, or restoration of such Work.

### 5.13 SCOPE OF WORK

The project will encompass construction of restroom pavilion building with storage room and enlarged roof overhang for picnic tables, asphalt access road, asphalt ADA parking, stabilized grass multi-function area, landscaping, site lighting, drainage improvements, and new perimeter fence for Southwest Meadows Sanctuary Park located at 16020 Griffin Road as per CPZ Architects, Inc plans.

## 5.14 Not used

## 5.15 CHANGES IN THE WORK

Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town's Procurement Code, as amended from time to time. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by Town.

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, the Contractor shall promptly proceed with the Work included in the Change Order or Construction Change Directive.

In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as Town deems necessary to complete the work associated with the disputed item or submit the matter in dispute to the Town Administrator as set forth in Section 31 of Agreement attached hereto as Exhibit "A".

Under circumstances determined necessary by the Town, Change Orders may be issued unilaterally by Town. During the pendency of the dispute, and upon receipt of a Change Order from Town, Contractor shall promptly proceed with the change in the Work involved and advise Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide the Town such updated bonds.

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives which may include: 1) additions, deletions, or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in Section 5.18, "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

## 5.16 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

5.16.1 <u>The value of any Work</u> covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- A. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 5.16.9; or
- B. By mutual acceptance of a lump sum, which sum Contractor and Town acknowledge contains a component for overhead and profit.; or
- C. On the basis of the "cost of work," determined as provided in Section 5.16.3, plus a Contractor's fee for overhead and profit as determined in Section 5.16.4.

5.16.2 <u>The term "cost of work"</u> means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by the Town, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 5.16.3.

A. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications

agreed upon by Town and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by Town.

- B. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Town deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by the Town, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The Town will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.
- C. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by the Town, the Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to the Town who will then determine, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.
- D. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- E. Supplemental costs including the following:
  - i. All materials, supplies, equipment, machinery, appliances, office, and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

- ii. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which the Contractor is liable.
- iii. The cost of utilities, fuel, and sanitary facilities at the site.
- iv. Cost of premiums for additional bonds and insurance required because of changes in the Work.
- F. The term "cost of the work" shall not include any of the following:
  - i. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 5.16.2.A, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.
  - ii. Expenses of Contractor's principal and branch offices other than Contractor's field office at the Project site.
  - iii. Any part of Contractor's capital expenses, including but not limited to interest on Contractor's capital employed for the Work as well as charges against Contractor for delinquent payments.
  - iv. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
  - v. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.
  - vi. Other overhead or general expense costs of any kind.
- 5.16.3 <u>Contractor's fee</u> for overhead and profit shall be determined as follows:
  - A. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;
  - B. A fee based on the following percentages of the various portions of the cost of the Work:
    - i. For costs incurred under subsections 5.16.2.A and 5.16.2.B Contractor's fee shall not exceed ten percent (10%).

- ii. For costs incurred under subsection 5.16.2.C, Contractor's fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
- iii. No fee shall be payable on the basis of costs itemized under subsections 5.16.2.D, and 5.16.2.E (except subsection 5.16.2.E.iii) and Section 5.16.3.

5.16.4 <u>The amount of credit</u> to the Town for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.

5.16.5 Whenever the cost of any Work is to be determined pursuant to Sections 5.16.2.A-G, and 5.16.3, Contractor will submit in a form acceptable to Town an itemized cost breakdown together with the supporting data.

5.16.6 If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

5.16.7 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Town and Contract Administrator.

- A. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.
- B. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

5.16.8 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

5.16.9 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

5.16.10 Not used.

5.16.11 <u>Total Compensation</u>. The Bid price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Contract Time.

5.16.12 <u>Quantities</u> shown in the Bid and Bid Form (Appendix B) are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Bid and Bid Form and Contract.

5.16.13 Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Town within five (5) days of the commencement of the event giving rise to the claim or Contractor's knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor's knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator, then Contractor shall submit the claim to Town Administrator within five (5) days from the date of impasse in accordance with Section 12, Exhibit "A" hereof. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim for an extension in accordance with Section 5.16. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town, notifying of the occurrence giving rise to damages. Within fourteen (14) days thereafter, Contractor shall supply notice of the amount of the claim, including supporting data for direct, indirect, and consequential damages resulting from the occurrence. All claims for adjustment to the Contract Price or Contract Time shall be determined by the Town Administrator. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the Town by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of Town.

### 5.17 EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

5.17.1 <u>Excusable Delay</u>. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor, or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Section 5.16 hereof. Failure of Contractor to comply with Section 5.16 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

<u>A.</u> <u>A Compensable Excusable Delay</u>. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of Town or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for the Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Section 5.16 hereof.

Town and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be \$200.00 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

<u>B. Non-Compensable Excusable Delay</u>. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (ii) is caused by circumstances beyond the control of Town; or (iii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by Town, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

## 5.18 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

5.18.1 <u>Owner May Stop the Work</u>. If Work is defective, the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

5.18.2 <u>Correction or Removal of Defective Work</u>. If required by the Town, Contractor shall promptly and at its sole expense, either correct or remove all defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal.

5.18.3 <u>One Year Correction Period</u>. In the event any work is found to be defective within one year of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or remove it and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement will be promptly paid by Contractor. Nothing in this IFB or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and, in the Contract, shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

5.18.4 <u>Acceptance of Defective Work</u>. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect, and consequential costs attributable to the Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and the Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in, Section 5.16 "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

5.18.5 <u>Town may Correct Defective Work</u>. If the Town issues notice requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph the Town shall proceed expeditiously.

To the extent necessary to complete remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor's services related thereto, and take possession of Contractor's tools, appliances, construction equipment, and machinery at the site. Contractor shall allow Town and its representatives, agents and employees

access to Contractor's tools, appliances, construction equipment and machinery as required to correct defective work. All direct, indirect, and consequential costs of the Town in exercising such rights and remedies will be charged against the Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 5.16 -"Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect, and consequential damages shall be recoverable from Contractor and its surety.

5.18.6 <u>Waiver of Florida Statute 558</u>. The Contractor and the Town understand and agree that chapter 558, Florida Statutes, shall not apply to the Contract or claims, if any, by the Town arising out of the IFB or the resulting Contract. The Contractor and the Town further hereby agree to "opt out" of the procedures set forth at chapter 558, Florida Statutes.

### 5.19 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for up to ninety (90) days by giving written notice to the Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting up to ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this IFB or the Contract. Provided however, that in no event shall the Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If cost of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due to the Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town

be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

## 5.20 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Bid and Bid Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Bid Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order or Construction Change Directive executed by Town and Contractor in accordance with the terms and conditions of this IFB and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but not more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10%) percent for retainage. The final retainage will be released after Final Completion of the Project, after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials, or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from the Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which inspection reveals that the Work is incomplete or defective. Provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth herein. The contractor shall immediately take such

measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section 5.16.5, or (c) because claims have been made against the Town on account of Contractor's performance of the Work or liens or claims have been filed in connection with the Work, or other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

## 5.21 PURCHASING CARD (PCARD) ACCEPTANCE

The method of payment (check/credit card) is at the Town's sole option. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card (PCARD). No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

## 5.22 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Bid, the Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Bid.

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator in writing of the existence of the aforesaid conditions. The Contract Administrator shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If the Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Town Administrator for determination in accordance with

the provisions of Exhibit "A" Section 31. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by the Contract Administrator as the date of Substantial Completion.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

## 5.23 CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor must strictly and promptly follow the Town's instructions in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent. The superintendent shall not be changed except with the written consent of Town unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this IFB and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of Town, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions

or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by the Town. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by the Town.

The Contract Administrator, and Contractor shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Contractor shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Town, in writing. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend, and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Bidder intends to use sub-contractors to perform any work pursuant to the IFB, these subcontractors are subject to prior approval by the Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this IFB, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Bid prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all licenses the cost of which shall be deemed included in the Bid price.

## 5.24 INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this IFB. Also, the Contractor shall provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this IFB regarding the amount, duration and recording requirements.

## 5.25 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by the performance of the Work and operation of the equipment.

## 5.26 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

## 5.27 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

## 5.28 CONTRACTOR'S PERFORMANCE

The Contractor shall commence performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder shall furnish prices for all Bid items. Failure to do so may render the Bid invalid and cause its rejection. The Bidder shall also furnish evidence that they hold appropriate licenses to perform the Work which is the subject of this Bid, and as required by Florida Statutes and Local law. Bidders must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state, and local taxes, insurance, and performance and payment bonds are included in the Bid price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Bidder and the licensee shall fill in the information on the next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

## APPENDIX A BIDDER INFORMATION

NAME: East Coast Builders and Developers Corp
ADDRESS:4611 South University Drive, Suite 151
FEIN: <u>55-0793122</u>
LICENSE NUMBER: CGC1504787 STATE OR COUNTY: State
LICENSE TYPE: Certified General Contractor (Attach copy of license)
LICENSE LIMITATIONS, IF ANY: N/A (Attach a separate sheet, if necessary)
LICENSEE SIGNATURE:
LICENSEE NAME: Frank Anzalone
BIDDER'S SIGNATURE: Trank Gyalene
BIDDER'S NAME: Frank Anzalone
BIDDER'S ADDRESS:4611 South Iniversity Drive, Suite 151
BIDDER'S PHONE NUMBER: Office: Cell:
BIDDER'S EMAIL ADDRESS:eastcoastdavie@gmail.com
BIDDER'S EMAIL ADDRESS:      eastcoastdavie@gmail.com         By:      Frank Anzalone
Enouly Angelone
By: Frank Anzalone East Coast Builders and Developers Corp. Name of Corporation/Entity 4611 South University Drive, Suite 151
By: Frank Anzalone East Coast Builders and Developers Corp. Name of Corporation/Entity 4611 South University Drive, Suite 151 Address of Corporation/Entity
By: Frank Anzalone East Coast Builders and Developers Corp. Name of Corporation/Entity 4611 South University Drive, Suite 151 Address of Corporation/Entity Track Galena
By: Frank Anzalone East Coast Builders and Developers Corp. Name of Corporation/Entity 4611 South University Drive, Suite 151 Address of Corporation/Entity Trank Galene Signature of President or Authorized Principal
By: Frank Anzalone East Coast Builders and Developers Corp. Name of Corporation/Entity 4611 South University Drive, Suite 151 Address of Corporation/Entity Track Galena

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### APPENDIX B BID SCHEDULE

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form based on the Work performed and completed.

Line	Description of Work		Price
А	Division 01 – General Conditions	\$	20,000
В	Division 02 – Existing Conditions	\$	15,000
С	Division 03 – Concrete	\$	150,000
D	Division 04 – Masonry	\$	80,000
Е	Division 05 – Metals	\$	150,000
F	Division 06 – Wood, Plastics & Composites	\$	275,000
G	Division 07 – Thermal & Moisture Protection	\$	50,000
Н	Division 08 – Openings	\$	50,000
I	Division 09 – Finishes	\$	75,000
J	Division 10 – Specialties	\$	250,000
K	Division 12 – Furnishings	\$	150,000
L	Division 22 – Plumbing	\$	80,000
М	Division 23 – HVAC	\$	40,000
Ν	Division 26 – Electrical	\$	50,000
0	Division 31 – Earthwork	\$	150,000
Р	Division 32 – Exterior Improvements	\$	190,000
Q	Division 33 – Utilities	\$	75,000
R TOTA TOTA	TOTAL BASE BID AMOUNT L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift	\$ 1 <u>,850</u> ty Th	1,850,000.00 .000.00 ousand & Zero Cen
ТОТА ТОТА	L BASE BID AMOUNT FROM LINE "R" ABOVE \$_1 L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be		.000.00 ousand & Zero Cen
ГОТА ГОТА	L BASE BID AMOUNT FROM LINE "R" ABOVE \$		
ΓΟΤΑ ΓΟΤΑ	L BASE BID AMOUNT FROM LINE "R" ABOVE \$_1 L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be		.000.00 ousand & Zero Cen
ГОТА ГОТА Line	L BASE BID AMOUNT FROM LINE "R" ABOVE \$	1,850 ty Th	.000.00 ousand & Zero Cen Price
ГОТА ГОТА Line AA1	L BASE BID AMOUNT FROM LINE "R" ABOVE \$_1 L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts	1,850 ty Th	.000.00 ousand & Zero Cen Price 5,000
TOTA TOTA Line AA1 AA2	L BASE BID AMOUNT FROM LINE "R" ABOVE \$_1 L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles	1,850 ty The \$	,000.00 ousand & Zero Cen Price 5,000 12,000
TOTA TOTA Line AA1 AA2 AA3	L BASE BID AMOUNT FROM LINE "R" ABOVE \$_1 L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns	1,850 ty The \$ \$	000.00 ousand & Zero Cen Price 5,000 12,000 75,000
TOTA TOTA Line AA1 AA2 AA3 AA4	L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) <u>One Million Eight Hundred Fif</u> Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment	1,850 ty Th \$ \$ \$ \$	.000.00 ousand & Zero Čen Price 5,000 12,000 75,000 15,000
TOTA TOTA Line AA1 AA2 AA3 AA4 AA5	L BASE BID AMOUNT FROM LINE "R" ABOVE <u><u></u><u></u><u></u><u><u></u><u>A</u> L BASE BID AMOUNT (IN WORDS) <u>One Million Eight Hundred Fift</u> Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment Stabilized Grass Area A</u></u>	1,850 ty Th \$ \$ \$ \$ \$ \$	,000.00 ousand & Zero Cen Price 5,000 12,000 75,000 15,000 75,000
TOTA TOTA Line AA1 AA2 AA3 AA4 AA5 AA6	L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment Stabilized Grass Area A Stabilized Grass Area B	1,850 ty Th \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	,000.00 ousand & Zero Cen Price 5,000 12,000 75,000 15,000 75,000 75,000
TOTA TOTA Line AA1 AA2 AA3 AA4 AA5 AA6 AA7 AA8 AA9	L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) <u>One Million Eight Hundred Fif</u> Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment Stabilized Grass Area A Stabilized Grass Area B Stabilized Grass Area C	1,850 ty The \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	000.00 ousand & Zero Čen Price 5,000 12,000 75,000 15,000 75,000 75,000 75,000
TOTA TOTA Line AA1 AA2 AA3 AA4 AA5 AA6 AA7 AA8	L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) One Million Eight Hundred Fift Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment Stabilized Grass Area A Stabilized Grass Area B Stabilized Grass Area D Polished Stainless Steel Mirrors in Lieu of Glass Mirrors Plaster On Paper-Backed Metal Lath in Lieu of Tongue & Groove	1,850 ty Th \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	000.00 ousand & Zero Čen Price 5,000 12,000 75,000 15,000 75,000 75,000 75,000 85,000
TOTA TOTA Line AA1 AA2 AA3 AA4 AA5 AA6 AA7 AA8 AA9	L BASE BID AMOUNT FROM LINE "R" ABOVE <u>\$_1</u> L BASE BID AMOUNT (IN WORDS) <u>One Million Eight Hundred Fift</u> Add Alternates - Optional work items that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability. Gutters and Downspouts (3) Light Poles Stone Veneer Around Exterior Columns Stone Veneer Sealer: Siloxane Stone Treatment Stabilized Grass Area A Stabilized Grass Area B Stabilized Grass Area D Polished Stainless Steel Mirrors in Lieu of Glass Mirrors	1.850 ty The \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	,000.00 ousand & Zero Cen Price 5,000 12,000 75,000 15,000 75,000 75,000 75,000 85,000 5,000

BIDDER:

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## APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

### TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

### <u>STATE OF FLORIDA</u> COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared Frank Anzalone \_\_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or [Xthe President of East Coast Builders and Developers Corp. [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is: 4611 South University Drive, Suite151, Davie, FL 33328

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

## [Signatures on next page]

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit 6. and to the best of Affiant's knowledge and belief it is true, correct, and complete.

### FURTHER AFFIANT SAYETH NAUGHT.

Frank Anzalone \_\_\_\_\_, Affiant (Print Affiant Name)

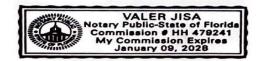
				acknowledged		me	this	14th	day	of
Oct	tober	_, 20_24	, by	Frank Anzalor	ne			, [X]	who	is
personally known to me or [] who has producedas identification and who						/ho				
did ta	ake an oath.					,				

Their

Notary Public

Valer Jisa

(Print Notary Name) State of \_\_\_\_\_\_ at Large My Commission Expires: \_\_\_\_\_



October 24, 2024 Regular Meeting

#### **Disclosure of Ownership Interests**

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership, or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address			
Frank Anzalone	11804 Acorn Drive, Davie, FL 33330			

BIDDER FIRM: East Coast Builders and Developers Corp.

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## APPENDIX D DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER SIGNATURE: <u>Fronk Myalene</u>

BIDDER NAME: Frank Anzalone

BIDDER FIRM: East Coast Builders and Developers Corp.

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#### APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to <u>Town of Southwest Ranches</u>

by	Frank Anzalone
----	----------------

for East Coast Builders and Developers Corp

whose business address is \_\_\_\_\_ 4611 South University Drive, Suite 151 \_\_\_\_\_

Davie, FI 33328

and (if applicable) its Federal Employer Identification Number (FEIN) is 55-0793122

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), <u>Florida Statutes</u>, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- **6**. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or X online notarization, this <u>14</u> day of <u>October</u> 024, by <u>Frank Anzalone</u> (name of person acknowledging).

By: Fronk Walene	
Frank Anzalone	
(Printed Name)	
President	
(Title)	
Sworn to and subscribed before me this <u>14</u> day of Personally known <u>XX</u>	
Or Produced Identification	
(Type of Identification)	
Notary Public - State of Florida	
Thejim	
Notary Signature My Commission Expires	

(Printed, typed, or stamped commissioned name of notary public)

## BIDDER FIRM: <u>East Coast Builders</u> and Developers Corp

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## APPENDIX F NON-COLLUSION AFFIDAVIT

State o	of Florida				
County	y ofBroward	) ss: _ )			
Fra	ank Anzalone	being first duly sworn deposes and			
says th	at:				
(1)	He/She is the Owner Agent) of	(Owner, Partner, Officer, Representative or			
	East Coast Builders and	Developers Corp the Bidder that has submitted the			
	attached Bid;				
(2)	He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;				
(3)	Such Bid is genuine and is not a collusive or sham Bid;				
(4)	Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been				

- connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signatures on next page]

The foregoing instrument was acknowledged before me by mea	ans of $\Box$ physical presence or $\Box$ online
notarization, this 14 day of Oct, 2024, by Frank Anzalon	(name of person acknowledging).
By: Fronk Gyalene	
Frank Anzalone	
(Printed Name)	-
President	
(Title)	-
Sworn to and subscribed before me this <u>14</u> day of	October , 20 24,
Personally known XX	
Or Produced Identification	
(Type of Identification)	
Notary Public - State of Florida	
Notary Public - State of Florida	
(Notary Signature)	
VALER JISA Notary Public-State of Florida Commission Biolita My Commission Expires January 02 2028	
My Commission Expires:	

(Printed, typed, or stamped commissioned name of notary public)

BIDDER FIRM: \_\_\_\_\_East Coast Builders and Developers Corp

## APPENDIX G ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization:	East Coast Builders and Developer Corp.	
Street address:	4611 South University Drive, Suite 151	
City, State, Zip:	Davie, FL 33328	
Certified By:	Frank Anzalone (type or print)	
Title: Pres	ident	
Signature: 7	tork lyalene Date:10/14/2024	

## APPENDIX H BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation For Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation For Bids.

1. All license, certificate and experience requirements must be met by the bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by bidder who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: East Coast Builders and Developers Co	orp
---	-----

Bidder's Name: Frank Anzalone

Bidder's Address: <u>4611 South University D</u>rive, Suite 151

Davie, FL 33328

Bidder's Phone Number: <u>954-274-5924</u>

Bidder's Email: \_\_\_\_eastcoastdavie@gmail.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

CGC1504787

## [Signatures on next page]

State of Florida

County of Broward

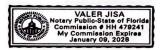
The foregoing instrument was acknowledged before me this <u>14</u> day of <u>October</u>, 20<u>24</u> by <u>Frank Anzalone</u> of <u>East Coast Builders and De</u>(Bidder), who is personally known to me or who has produced \_\_\_\_\_\_\_as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of **Broward** County, Florida

Thejis

Notary Signature



Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER FIRM: \_\_\_\_\_\_East Coast Builders and Developers Corp

## \*APPENDIX I CERTIFICATE OF AUTHORITY (IF INDIVIDUAL / SOLE PROPRIETOR)

) ss: County of\_\_\_\_\_ )

the undersigned, shall be the official act and deed of \_

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this <u>14</u>day of <u>October</u>, 20 24.

Type text here

\_.

Secretary:

(SEAL)

BIDDER FIRM:

## \*APPENDIX J CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

State of	)
	) ss:
County of	)

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

A partnership existing under the laws of the State of, held on	, 20	_, the
following resolution was duly passed and adopted:		

"RESOLVED, that,	, as
of the Partnership, be and is hereby authorized to execute the Bid dated,	
20, to the Town of Southwest Ranches and this partnership and that	his execution thereof,
attested by the	shall be the official act
and deed of this Partnership."	

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_, day of \_\_\_\_\_, 20\_\_\_.

Secretary:

(SEAL)

BIDDER FIRM: \_\_\_\_\_

### **\*APPENDIX K CERTIFICATE OF AUTHORITY** (IF CORPORATION OR LIMITED LIABILITY COMPANY)

Florida State of ) ss: Broward County of

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida , held on October 14 , 20 24, the following resolution was duly passed and adopted:

Frank Anzalone \_\_\_\_\_, as President of the Corporation or "RESOLVED. that authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, October 14 \_\_\_\_\_\_, 20\_24, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this <u>14</u> day of <u>October</u> \_\_\_\_, 20 <sup>24</sup>.

Fronk Walene Secretary:

(SEAL)

BIDDER FIRM: East Coast Builders and Developers Corp

## \*APPENDIX L CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)

State of	)
	) ss:
County of	)

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_

A corporation existing under the laws of the State of	held on	, 20,	, the
following resolution was duly passed and adopted:			

"RESOLVED,	that,						_,	as
		of the	Joint	Venture	be	and	is	hereby
authorized to execu	ite the Bid dated,	20	, to the	e Town of	f Sou	ıthwe	st F	Ranches
official act and dee	d of this Joint Venture."							

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this \_\_\_\_\_\_, 20\_\_\_\_.

Secretary:

(SEAL)

BIDDER FIRM: \_\_\_\_\_

### APPENDIX M BID BOND

Bond No. Cashier's Check

## **BID BOND**

State of \_\_\_\_\_

) ss: County of\_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_\_\_, as Principal, and\_\_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated\_\_\_\_\_\_ 2024 for

## "Southwest Meadows Sanctuary Park Improvements – Federal Grant Funded ARPA Project"

## NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

## [Signatures on next page]

BIDDER FIRM:	IFB NO. 24-004
By:	
Title:	
IN DRECENCE OF.	or Partnership Principal)
(SEAL)	
	(Business Address)
	(City/State/Zip)
	(Business Phone)
SURETY:	
By:	
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
<u>IMPORTANT</u> Surety companies executing bonds m (circular 570 as amended) and be auth	nust appear on the Treasury Department's most current list norized to transact business in the State of Florida.
Countersigned by Florida Agent:	
	Name:

Date: \_\_\_\_\_

## APPENDIX N GOVERNMENTAL CONTACT INFORMATION

## Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, CONTACT PERSON and

**EMAIL** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
North Springs Improvement District	9700 NW 52nd Stree Coral Springs, FL	054 750	Jane Early JaneE@nsidfl.gov
Town of Davie	8800 SW 36 Street Davie, FL	954-797- 1191	KeithPursell Keith_pursell@davie-fl.gov
City of North Laude	rdale 701 SW 71 Street North Lauderdale		Mike Sargis msargis@nlauderdale.org

BIDDER FIRM: East Coast Builders and Developers Corp

### TOWN OF SOUTHWEST RANCHES, FLORIDA SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS IFB NO. 24-004 APPENDIX O ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

### TO THE TOWN OF SOUTHWEST RANCHES:

East Coast Buildershereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to East Coast Builders failure to comply with such regulations.

ATTEST

East Coast Builders and Developers Corp CONTRACTOR

Fronk Wyalene BY:

Frank Analone
Print Name

Date: October 14, 2024

## BIDDER FIRM: East Coast Builders and Developers Corp

## APPENDIX P BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder:	East Coast Builders and Develop	pers Corp

Bidder's Name: Frank Anzalone

Bidder's Address: <u>4611 South University Drive</u>, Suite 151

Davie, FL 33328

Bidder's Phone Number: 954-274-5924

Bidder's Email: \_eastcoastdavie@gmail.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

CGC1504787

[Signatures on next page]

State of Florida

County of <u>Broward</u>

The foregoing instrument was acl	nowledged before me this <u>14</u> day of <u>October</u> , 20 <u>24</u>
by Frank Anzalone	of <u>East Coast Builders and D</u> eBidder), who is personally
known to me or who has produced	as identification and who did (did
not) take an oath.	

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

Thejim

Notary Signature



Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER FIRM: East Coast Builders and Developers Corp

## APPENDIX Q BIDDER EXPERIENCE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work meeting the minimum requirements stated herein. List comparable contract experience client references.

(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: NSID New 2-Story Records Building (10,000 sqft)

Contract Amount: \$3,250,000.00

Contract Date: 12/30/2019

Client Name: North Springs Improvement District

Address: 9700 NW 52nd Street

Contact Person: Jane C. Early, P.E.

Contact Person Tel. No.: 954-796-5096

Contact Person Email: JaneE@nsidfl.gov \_\_\_\_\_

Project Name: Heron Bay Preserve & Welcome Center

Contract Amount: \$12,995,250.00

Contract Date: 06/11/2021

Client Name: North Springs Improvement District

Address: 9700 NW 52nd Street

Contact Person: Jane C. Early, P.E.

Contact Person Tel. No.: 954-796-5096

Contact Person Email: \_\_\_\_\_JaneE@nsidfl.gov \_\_\_\_\_\_

Project Name: Memorial 17 Foundation

Contract Amount: \$1,275,000.00

Contract Date: 06/12/2023

Client Name: North Springs Improvement District

Address: 9700 NW 52nd Street

Contact Person: Jane C. Early, P.E.

Contact Person Tel. No.: 954-796-5096

Contact Person Email: JaneE@nsidfl.gov

### BIDDER FIRM: East Coast Builders and Developers Corp

### APPENDIX R SUB-CONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
HVAC	Atmost Air Inc.	1451 Cypress Creek Road Fort Lauderdale, FL 33309
Electrical	Watt Wizard	117 N Lakeside Dr, Ste A Lake Worth, FL 33460
Plumbing	Atlantic Plumbing, Inc	5241 SW 20 Terrace Fort Lauderdale, FL 33332
Roofing	Val U Roofing	6101 SW 58 Court Davie, FL 33026

BIDDER FIRM: \_\_\_\_East Coast Builders and Developers Corp

## APPENDIX S ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1	FA	
Addendum No. 2	FA	
Addendum No. 3_		

Addendum No. 4\_\_\_\_\_

## [Remainder of page intentionally left blank]

BIDDER FIRM: East Coast Builders and Developers Corp

## LIABILITY CLAIMS

Please list the following information for <u>all</u> Liability Claims for the past ten (10) years:

1.	Name and Location of project: None
2.	Contact information for Project Owner:
	a. Name:
	b. Address:
	c. Phone:
	d. Email:
3.	Nature of Claim:
4.	Date of Claim:
5.	Resolution Date of Claim and how resolved:
6.	If applicable:
	a. Court Case Number:
	b. County:
	c. State:

BIDDER FIRM: East Coast Builders and Developer Corp

## **APPENDIX U**

## **CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

East Coast Builders & Devdoes not:

(Name of Bidding Firm)

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel list; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Cuba or Syria.

Organization: <u>E</u>	ast Coast Builders a	<u>nd Develope</u>	ers Corp
Street address: 46	<u>11 South University D</u>	<u>)rive, Suite ´</u>	151
City, State, Zip:	Davie, FI 33328		
Certified By: Fra	ank Anzalone (type or print)		
Title: Presiden Signature: The	it R lyalene	Date:	October 14, 2024
Signature			

## **APPENDIX V**

## **INSERT W – 9**

## Must be current, signed, dated and legible W-9

Linked: Form W-9 (Rev. March 2024) (irs.gov) https://www.irs.gov/pub/irs-pdf/fw9.pdf

## **APPENDIX W**

## **INSERT PROOF OF INSURANCE**

## \* APPENDIX X STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect <u>not</u> to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Christina Semeraro, NIGP-CPP, CPPO, CPPB Town Procurement Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330 or Email: <u>csemeraro@southwestranches.org</u>

### **REASONS**

- 1. \_\_\_\_\_ Do not offer this product/service or equivalent.
- 2. \_\_\_\_\_ Schedule would not permit.
- 3. \_\_\_\_\_ Insufficient time to respond to solicitation.
- 4. \_\_\_\_\_ Unable to meet specifications / scope of work.
- 5. \_\_\_\_\_ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. \_\_\_\_\_ Specifications not clear.
- 7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
- 8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation:

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Yes	No	
	DATE:	
	Yes	

#### APPENDIX Y 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>East Coast Builders & Developerts</u> fies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

trank by alene

Signature of Contractor's Authorized Official

President Name and Title of Contractor's Authorized Official

October 14, 2024

Date

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#### APPENDIX Z CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

#### 787.06 Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

East Coast Builders & Devel@perstot use coercion for labor or services as defined in FL § 787.06. (Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date:	October <u>14</u> 2024
	Signed: Track yalene
	Entity: <u>East Coast Builders &amp; Developers Corp</u>
	Name: Frank Anzalone
	Title:President

[Signatures on next page]

State of Florida

County of

The foregoing instrument was acknowledged before me by means of

 $\Box$  physical presence or  $\Box$  online notarization,

this <u>14</u> day of <u>Oct</u>, 2024,

by	_Frank Anzalone		(r	name	of	person
acknow	vledging).		The	, i	2	
		-	V 0			ry Public
	VALED USA		Valer Jisa			
	VALER JISA Notary Public-State of Flo Commission # HH 4792 My Commission Expire January 09, 2028	rida 11		(Prin	t Notai	ry Name)
			State of _			at Large
		My Con	nmission Expires	s:		

(Printed, typed, or stamped commissioned name of notary public)

#### APPENDIX AA OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

#### A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### **B.** FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act (42 U.S.C 5206 - extended until 2023) and Build America, Buy America (BABAA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABAA requirements, unless excepted by a waiver.

#### F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tierto-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

#### H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

#### J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

#### K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

#### L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

#### M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

#### N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **O.** VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

### P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

#### **Q. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

#### **R. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

Frank Galene

Signature of Contractor's Authorized Official

Frank Anzalone
Name and Title of Contractor's Authorized Official

October 14, 2024 Date

#### APPENDIX BB

#### **INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING**

#### **PROVIDE PROOF OF E-VERIFY REGISTRATION**

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 (Appendix U) submitted.

To Enroll in E-Verify, Go to <u>https://idp.uscis.gov/enroll/Everify</u> - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)

2. Scroll down on the following screen for the link "view/print MOU".

#### DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

**E-Verify Information:** 

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Consultant acknowledges and agrees to the following:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

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#### **EXHIBIT A - AGREEMENT**



AGREEMENT

#### BETWEEN THE

#### TOWN OF SOUTHWEST RANCHES

#### AND

East Coast Builders and Developers Corp

FOR

#### "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS"

#### AGREEMENT FOR "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS"

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of \_\_\_\_\_\_ 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and \_\_\_\_\_\_ (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to ("Project"); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 24-004 on \_\_\_\_\_\_, 2024 ("IFB"); and

WHEREAS, \_\_\_\_\_ bids were received by the Town on \_\_\_\_\_\_, 2024; and

WHEREAS, the Town has adopted Resolution No. 2024-<br/>Town Council approving the recommended award and has<br/>selectedat a public meeting of the<br/>award and has<br/>for award of the Project.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

#### Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the IFB, the Contractor's Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the

performance of the Work have likewise been included and accounted for within the Contract Price.

1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

#### Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

#### "IFB 24-004 SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve **Substantial Completion of the Work within one hundred eighty (180) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").

Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

(i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;

- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, CPZ Architects, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.
- 2.7 Liquidated/Delay Damages ("LD's") In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.5 above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **two hundred ten (210)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Southwest Meadows Sanctuary Park Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.
- 2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.
- 2.9 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

#### Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, <u>\_\_\_\_\_\_</u>Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions

of this Agreement and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) tit becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

#### Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

#### Section 5: Contractor's Responsibility for Safety

5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with

all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

#### Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

and

Board of County Commissioners of Broward County, Florida 115 S Andrews Ave #421 Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
  - A. <u>WORKER'S COMPENSATION</u>: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) for each incident, and Five Hundred Thousand Dollars (\$500,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: Contractor shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. <u>COMMERCIAL GENERAL LIABILITY</u>: Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. Builder's Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. The Town of Southwest Ranches must be shown as an additional insured with respect to this coverage. The mailing address of the Town, as the certificate holder, must appear on the certificate of insurance.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.

Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms, and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

#### Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

#### Section 8: Laws and Regulations

Contractor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

#### Section 9: Taxes and Costs

All federal, state, and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

#### Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

#### Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

#### During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

#### Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses, or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

#### Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

#### Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

#### Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

CONTRACTOR HAS OUESTIONS IF THE REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING** TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT **PHONE:** (954) 434-0008: EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

#### Section 18: Termination

The Agreement may be terminated upon the following events:

- A. <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- **B**. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with thirty (30) calendar day's written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. <u>Termination for Cause.</u> In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation

of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- **D.** <u>**Termination for Lack of Funds.**</u> In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - 1. Contractor's violation of the Public Records Act;
  - 2. Contractor's insolvency, bankruptcy or receivership;
  - 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  - 5. Contractor's violation of Section 19 of this Agreement.

#### Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

#### Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become,

in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

#### Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

#### Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

#### Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17<sup>th</sup> Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

#### Section 24: WAIVER OF RIGHT TO JURY TRIAL

#### BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

#### Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

#### Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth in the Agreement.

#### Section 27: Days

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

#### Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Remainder of page intentionally left blank

#### Section 29: No Amendment or Waiver

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

#### Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

#### Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty, or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

#### Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

#### If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

#### With a copy to:

Keith M. Poliakoff, Esq. Government Law Group, PLLC 200 South Andrews Avenue Suite 601 Fort Lauderdale, Florida 33301

#### If to Contractor:

East Coast Builders and Developers Corp 4611 South University Drive, Ste 151 Davie, FL 33328

#### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- **B.** <u>Audit and Inspection Rights and Retention of Records</u>. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. <u>Independent Contractor</u>. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- **D.** <u>Conflicts</u>. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. <u>Contingency Fee</u>. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- **F.** <u>Materiality and Waiver of Breach</u>. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of this Agreement shall not be deemed a waiver of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of this Agreement. A waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- **G.** <u>Joint Preparation</u>. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein

express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- **J.** <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- **K.** <u>**Truth-in-Negotiation Certificate**</u>. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_\_ 2024.

WITNESSES:

CON	FRACTOR:	
	$\neg$	
By:	Thank Galene	
	//	

Frank Anzalone<sup>7</sup>, President (title) 14 day of October 2024

#### TOWN OF SOUTHWEST RANCHES

By:\_\_\_\_\_

Steve Breitkreuz, Mayor

\_\_\_\_ day of \_\_\_\_\_ 2024

By:

Russell Muñiz, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 2024

ATTEST:

Debra Ruesga, Town Clerk

#### APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney 1001.063.2024

#### **EXHIBIT B PLANS/DRAWINGS – SEPARATE PDF FILES**

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# TOWN OF SOUTHWEST RANCHES, FLORIDA SOUTHWEST MEADOWS SANCLUARY PARK IMPROVEMENTS IFE NO. 24.004 IRE NO. 24.001

## Add Alternates\*

		Eas	East Coast				
		Bui	Builders &	MBR	Vercetti	J&IC Construction	
Line	Description of Work	Dev	Developers	Construction, Inc.	Enterprises	Services, LLC	Lin
۷	Division 01 – General Conditions	¢	20,000.00	\$ 180,235.00	\$ 510,039.00	\$ 317,985.00	AA1
в	Division 02 – Existing Conditions	\$	15,000.00	\$ 82,032.00	\$ 5,000.00	\$ 17,410.00	SA5
с	Division 03 – Concrete	¢	150,000.00	\$ 102,899.00	\$ 334,110.00	\$ 302,660.00	AAS
۵	Division 04 – Masonry	¢	80,000.00	\$ 33,452.00	included	"A\1"	A
ш	Division 05 – Metals	\$	150,000.00	0.00	- \$	\$ 11,705.00	AAE
ш	Division 06 - Wood, Plastics & Composites	¢	275,000.00	\$ 87,934.00	\$ 32,322.00	in Item C	₹
U	Division 07 – Thermal & Moisture Protection	¢	50,000.00	\$ 66,321.00	\$ 51,302.00	\$ 59,210.00	AA7
т	Division 08 – Openings	\$	50,000.00	\$ 34,544.00	\$ 28,537.00	\$ 57,425.00	A
_	Division 09 - Finishes	ŝ	75,000.00	\$ 252,424.00	\$ 93,403.00	\$ 157,405.00	AAS
P	Division 10 – Specialties	€9	250,000.00	\$ 40,442.00	\$ 30,201.00	\$ 39,390.00	AA1
¥	Division 12 – Furnishings	\$	150,000.00	\$ 16,842.00	\$ 8,145.00	\$ 38,335.00	AA1
_	Division 22 – Plumbing	¢	80,000.00	\$ 63,185.00	\$ 73,672.00	\$ 159,765.00	AA1
W	Division 23 – HVAC	\$	40,000.00	\$ 38,790.00	\$ 19,568.00	\$ 28,035.00	
z	Division 26 – Electrical	ŝ	50,000.00	\$ 134,612.00	\$ 235,087.00	\$ 291,450.00	
0	Division 31 – Earthwork	ŝ	150,000.00	\$ 209,353.00	\$ 579,663.00	\$ 237,895.00	
٩	Division 32 – Exterior Improvements	\$	190,000.00	\$ 451,387.00	\$ 404,661.00	\$ 986,230.00	
ø	Division 33 – Utilities	\$	75,000.00	\$ 101,110.00	\$ 83,296.00	\$ 100,025.00	*A.d
ч	TOTAL BASE BID AMOUNT	\$ 1,	1,850,000.00 \$	\$ 1,895,562.00 \$	\$ 2,489,006.00 \$	\$ 2,804,925.00	awa

 
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"Add Alternates - Optional work terns that may, at the Town's sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability.

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Town of Southwest RanchesTown Council13400 Griffin RoadSteve Breitkreuz, MayorSouthwest Ranches, FL 33330-2628David S. Kuczenski, Esq., Vice MayorJim Allbritton, Council MemberJim Allbritton, Council Member(954) 434-0008 Town HallBob Hartmann, Council Member(954) 434-1490 FaxGary 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 C. Muñiz, Town Administrator
- FROM: Keith Poliakoff, Town Attorney
- **DATE:** 10/24/2024
- **SUBJECT:** Frontier Trails Conservation Easement

# **Recommendation**

Town Council consideration for a motion to approve the resolution.

# Unanimous Vote of the Town Council Required?

No

# **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

# Background

The Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area. Such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and BBX Logistics Properties, LLC ("BBX).

Existing wetlands were identified and surveyed during design of the BBX Industrial Site Property that will be impacted during construction and the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A".

As a requirement for the issuance to the Town of the Broward County Environmental

Resource License, the Town, by Resolution, shall establish the perpetual maintenance responsibility, to include a mitigation plan and opinion of maintenance cost of the mitigation wetlands shown in Exhibit "B" and BBX shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility.

# **Fiscal Impact/Analysis**

Establishing this site as a mitigation site will require perpetual maintenance. Utilizing an existing Town Vendor, estimated pricing for perpetual maintenance was calculated at \$31,350 annually. This amount will need to be budgeted annually in perpetuity with occasional increases associated with any ordinary indices such as CPI

# Staff Contact:

Keith Poliakoff, Town Attorney Russell C. Muñiz, Town Administrator

# ATTACHMENTS:

Description Resolution - TA Approved - FINAL Exhibit "A" Exhibit "B" Backup Material

# Upload Date Type

Resolution
Exhibit
Exhibit
Backup Material

### **RESOLUTION NO. 2025-XXX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GRANTING A "JOINT DEED OF CONSERVATION EASEMENT – STANDARD (WITHIN BROWARD COUNTY)" TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND BROWARD COUNTY FOR FRONTIER TRAILS MITIGATION AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** the Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area; and

**WHEREAS,** such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Properties Logistics, LLC F/K/A BBX Logistics Properties, LLC ("Altman"); and

**WHEREAS,** the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A"; and

**WHEREAS,** a Joint Deed of Conservation Easement is required with Broward County in perpetuity for the mitigated wetland area as shown in Exhibit "B" of the attached easement agreement; and

**WHEREAS,** Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility;

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

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

**SECTION 2.** The Town Council hereby approves the "Joint Deed of Conservation Easement – Standard (Broward County)" for the Frontier Trails Mitigation Area and authorizes the necessary Town officials to execute the easement which is attached hereto and incorporated herein by references Exhibit "C".

**SECTION 3. CONFLICTS.** All resolutions or parts of resolution in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or

invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity oof the other provisions of this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches,

this <u>24<sup>th</sup> day of October</u>, <u>2024</u>, on a motion by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_\_.

# [Signatures on Next Page]

Breitkreuz	
Kuczenski	
Allbritton	
Hartmann	
Jablonski	

Ayes\_\_\_\_Nays\_\_\_\_Absent\_\_\_\_Abstaining\_\_\_\_

ATTEST:

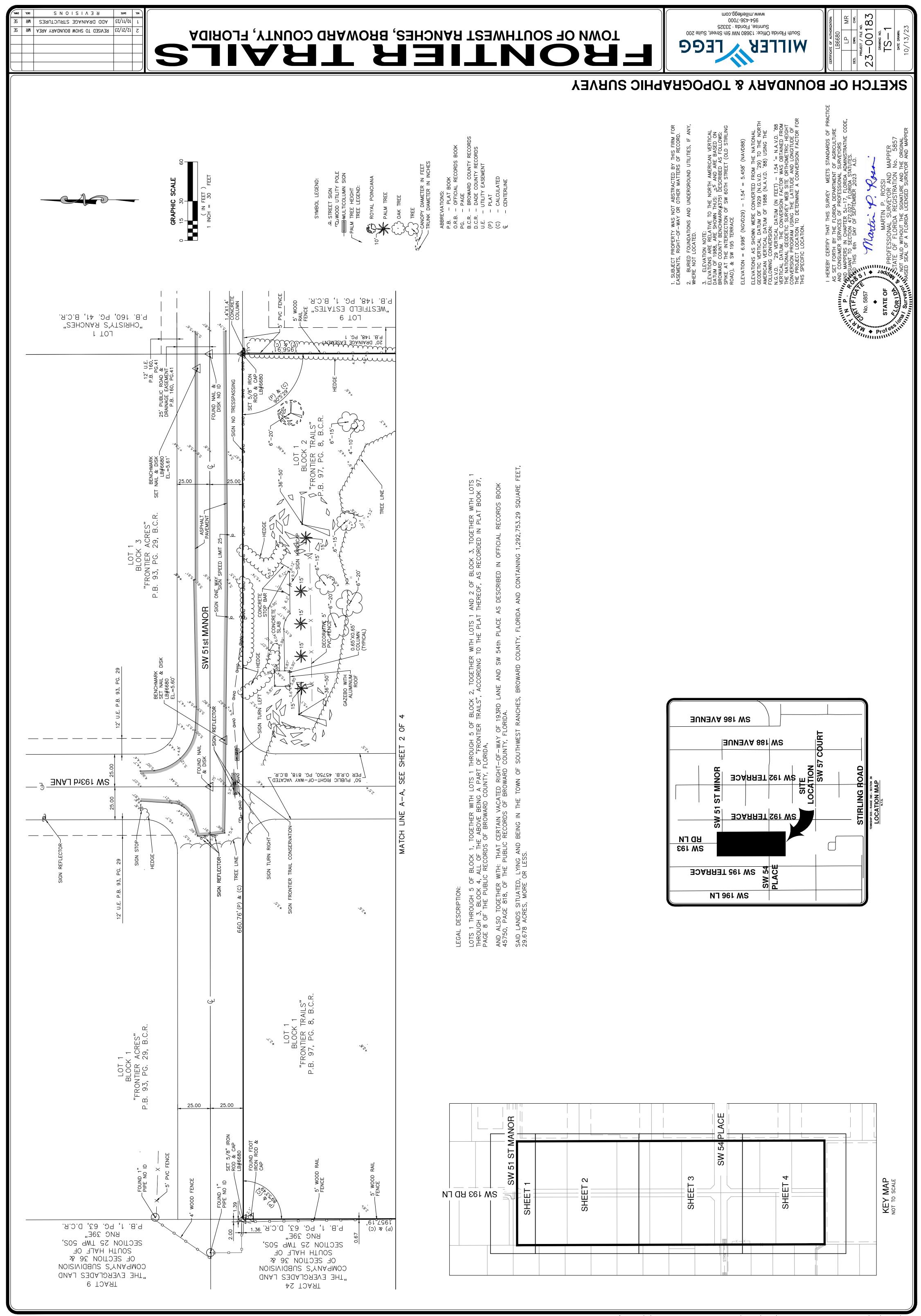
Steve Breitkreuz, Mayor

Debra Ruesga, Town Clerk

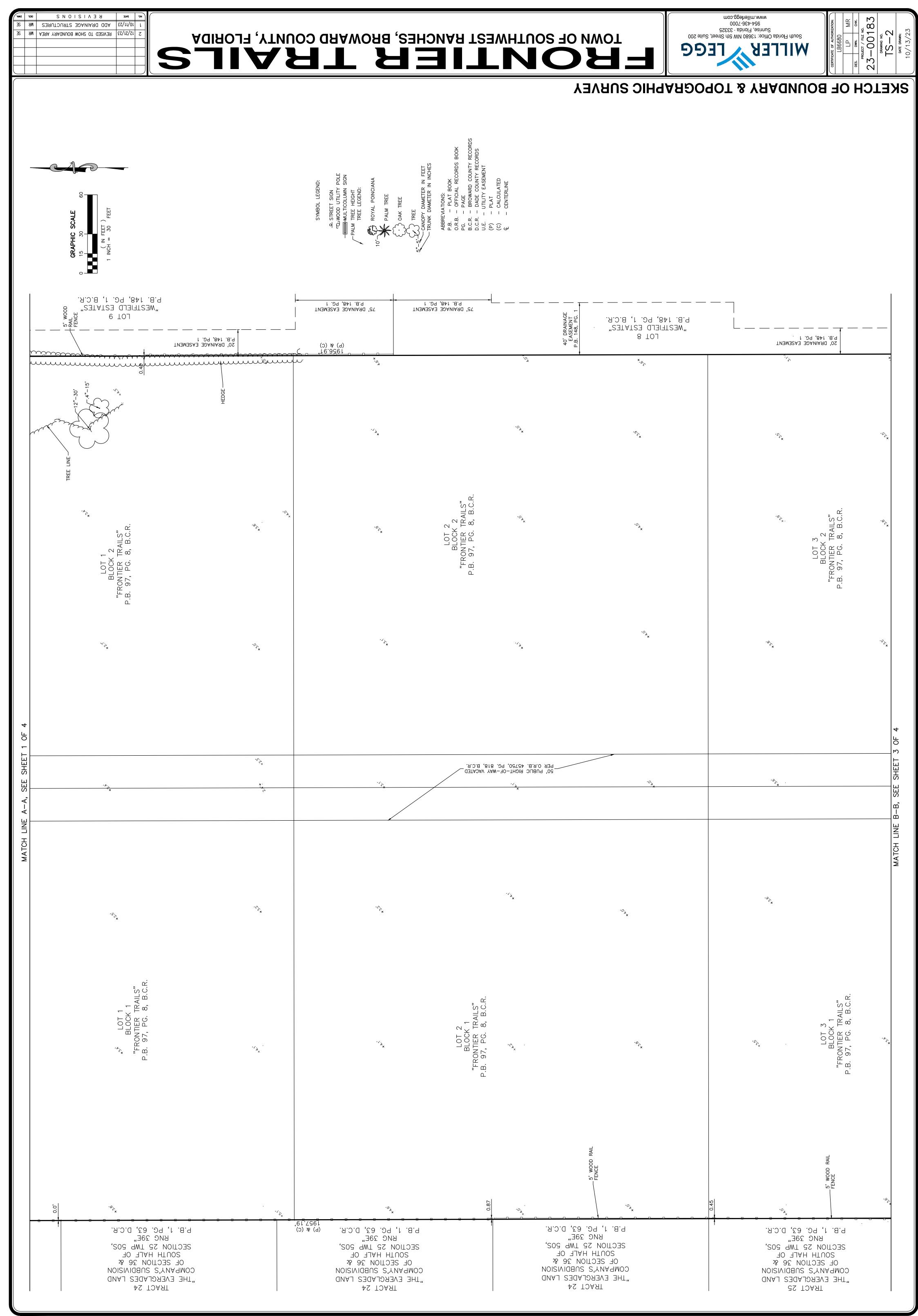
Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney 1001.078.2024

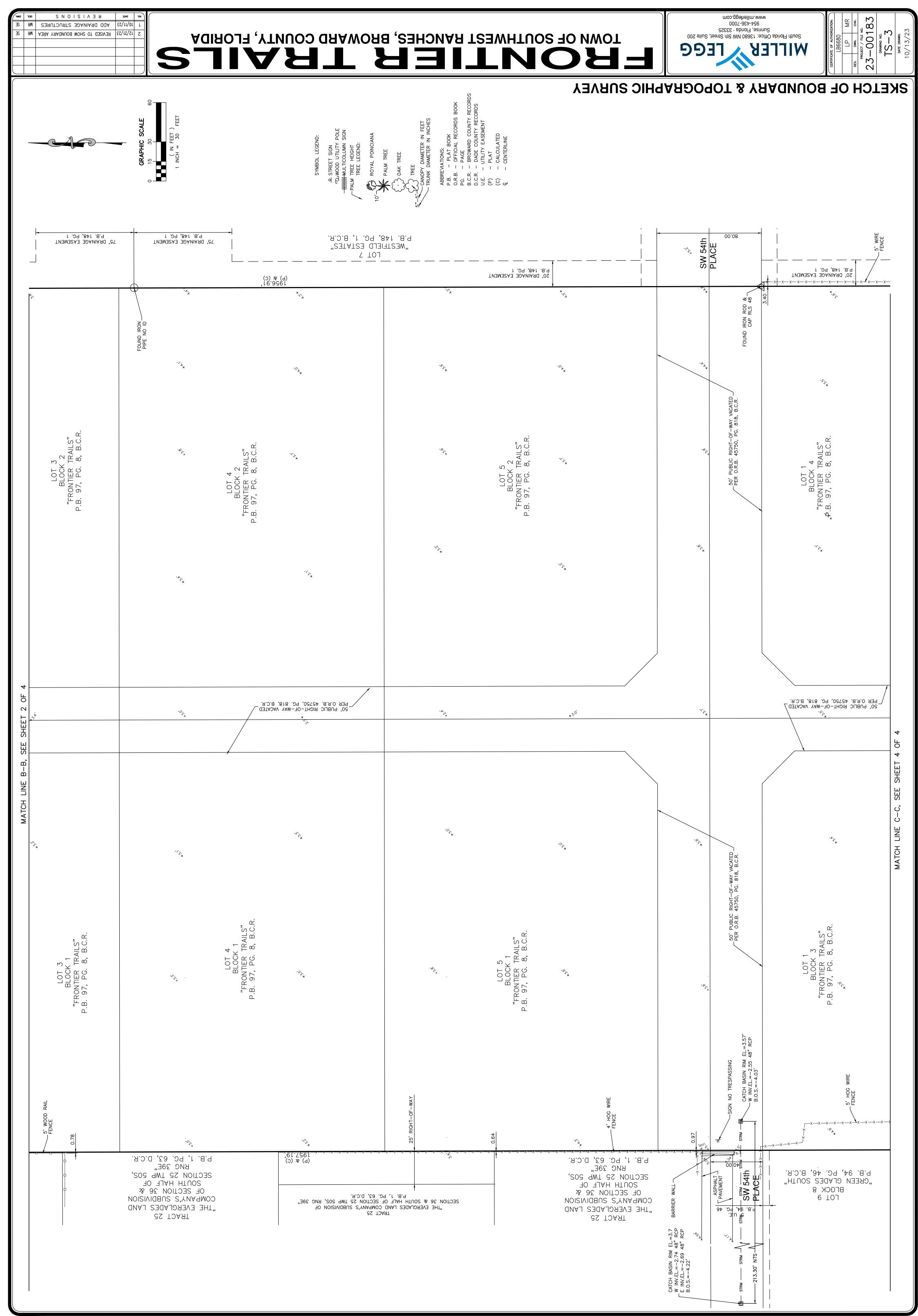
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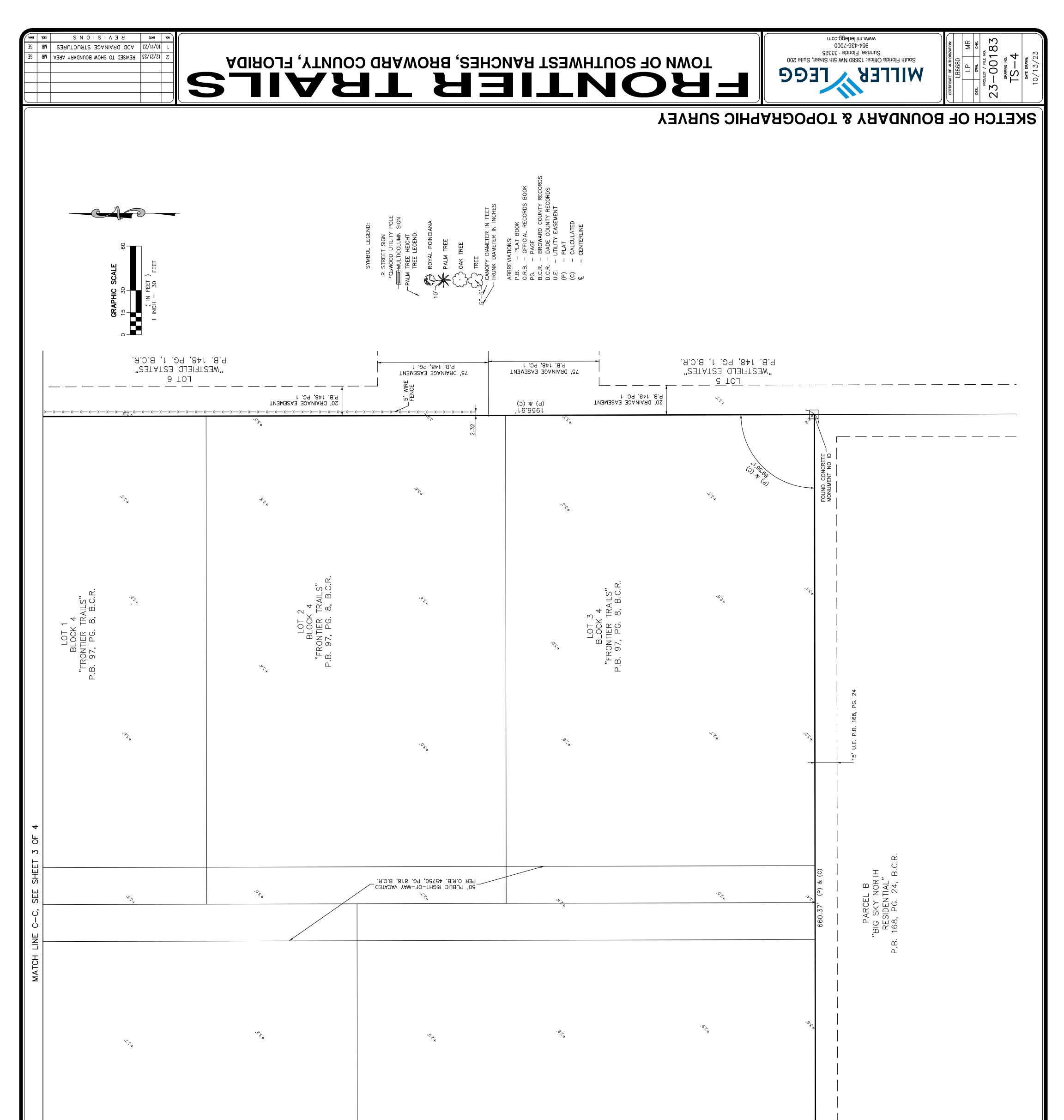
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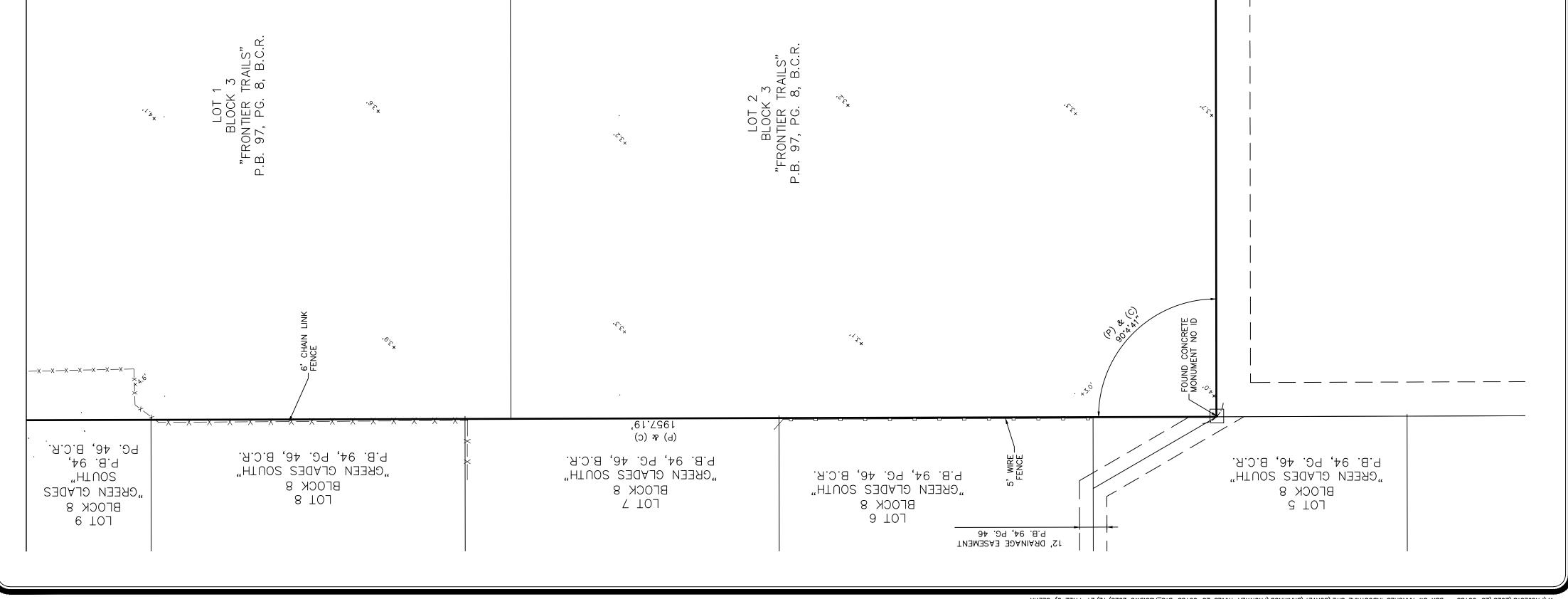


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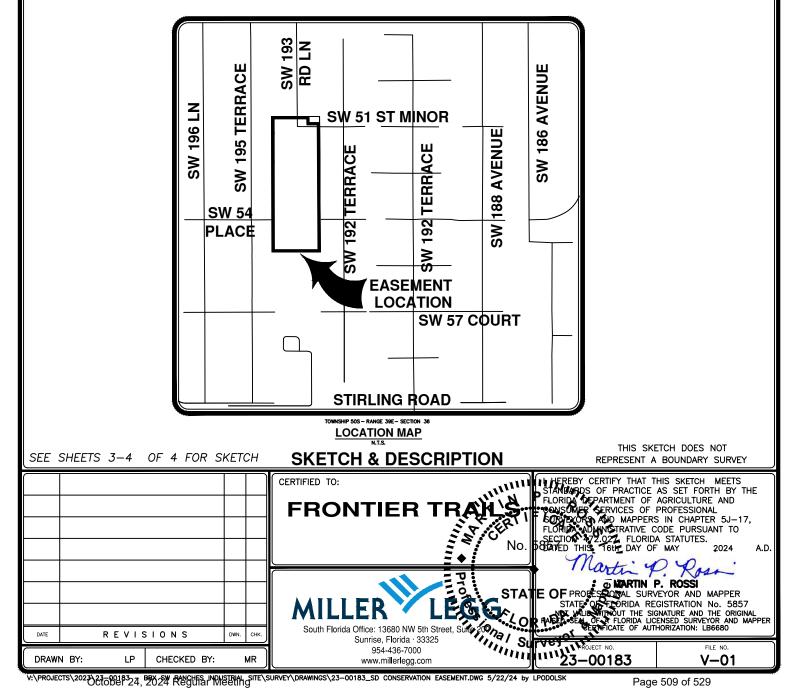
SHEET 1 OF 4 LOTS 1 THROUGH 5 OF BLOCK 1, TOGETHER WITH LOTS 1 THROUGH 5 OF BLOCK 2, TOGETHER WITH LOTS 1 AND 2 OF BLOCK 3, TOGETHER WITH LOTS 1 THROUGH 3, BLOCK 4, ALL OF THE ABOVE BEING A PART OF "FRONTIER TRAILS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

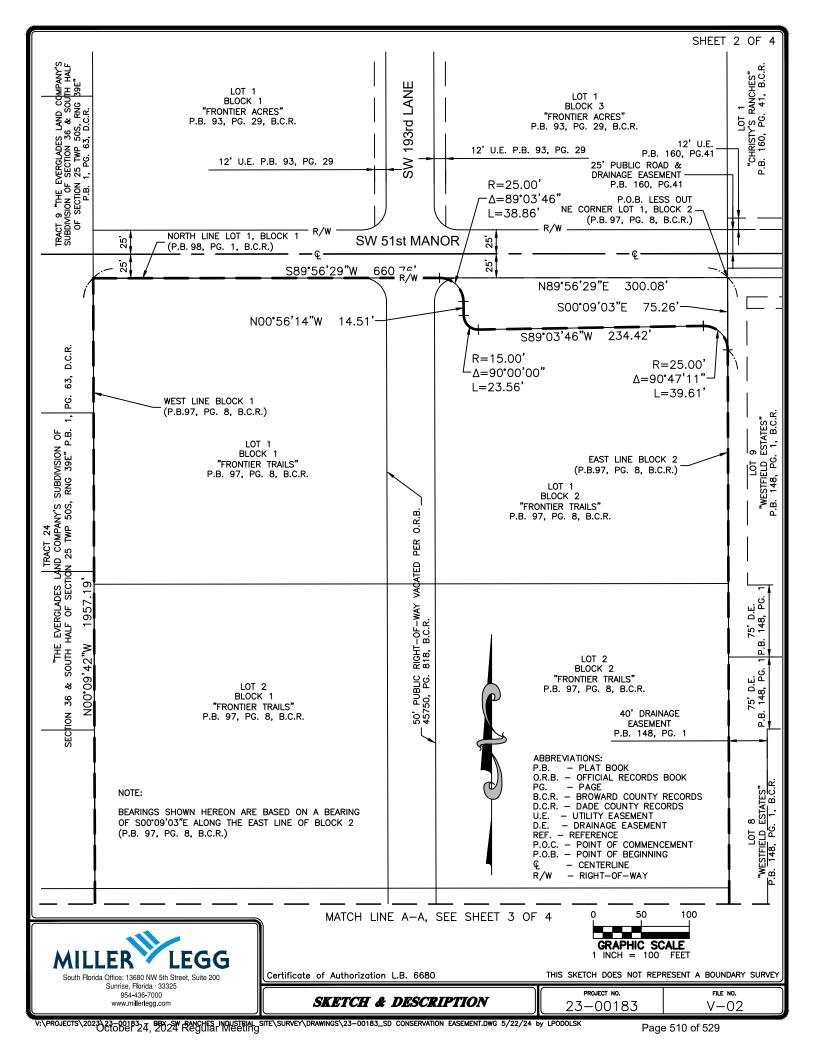
AND ALSO TOGETHER WITH: THAT CERTAIN VACATED RIGHT-OF-WAY OF 193RD LANE AND SW 54th PLACE AS DESCRIBED IN OFFICIAL RECORDS BOOK 45750, PAGE 818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

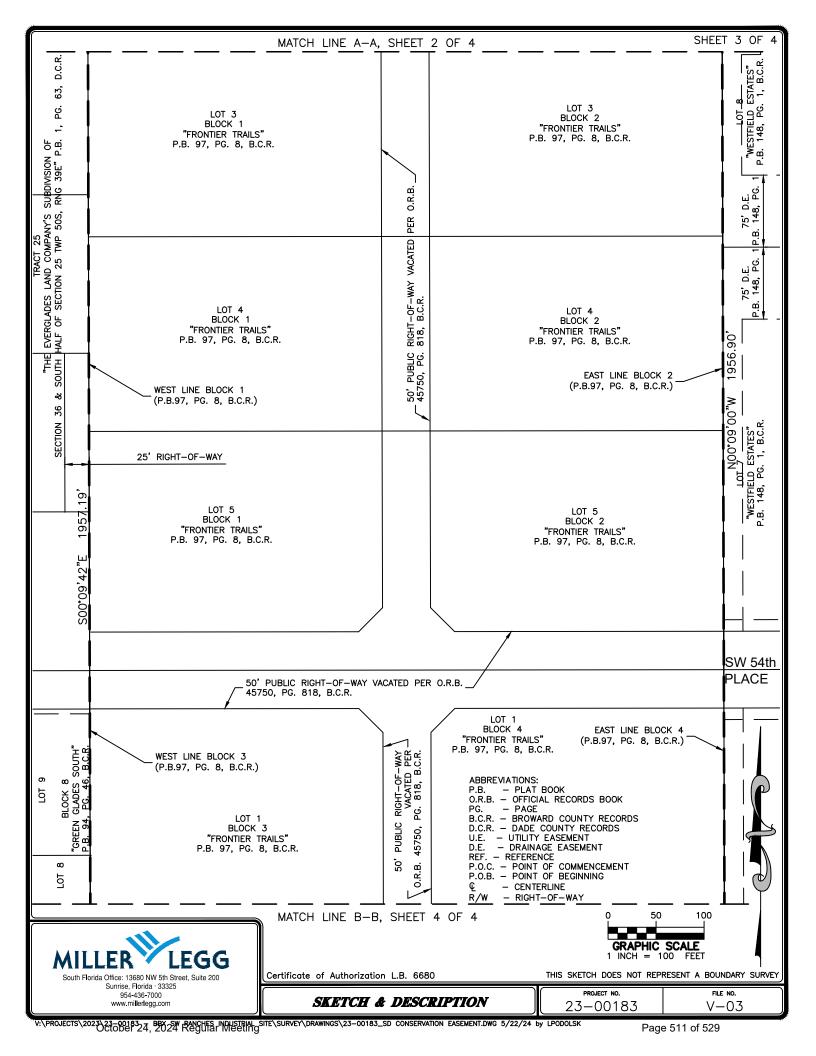
LESS THEREFROM THE FOLLOWING DESCRIBED LANDS:

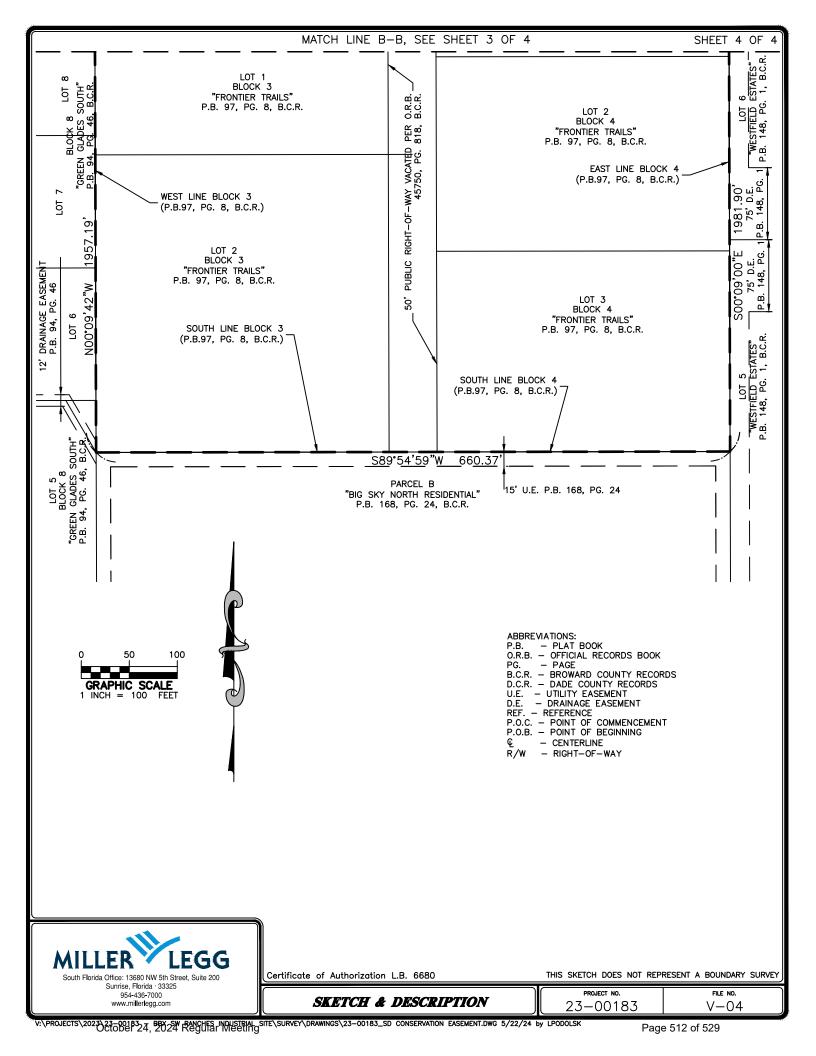
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2; THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2, SOUTH 00'09'03" EAST 75.26 FEET TO A POINT OF CUSP WITH A 25.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90'47'11" AN ARC DISTANCE OF 39.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89'03'46" WEST 234.42 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90'00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 00'56'14" WEST 14.51 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89'03'46" AN ARC DISTANCE OF 38.86 FEET TO A POINT OF CUSP WITH A TANGENT LINE TO SAID CURVE; THENCE ALONG SAID LINE, ALSO BEING THE NORTH LINE OF SAID LOT 1, NORTH 89'56'29" EAST 300.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF SOUTHWEST RANGES, BROWARD COUNTY, FLORIDA AND CONTAINING 1278223 SQUARE FEET (29.34 ACRES) MORE OR LESS.









# DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

Prepared by:

Keith M. Poliakoff, Esq. 200 S. Andrews Ave. Suite 601 Fort Lauderdale Florida 33301

Return original or certified recorded document to: (Agency)

#### THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_

day of

, 20\_\_\_, by Town of Southwest Ranches ("Grantor") whose mailing address is 13400 Griffin Rd. Southwest Ranches, Fl. 3330 to <u>the South Florida Water Management District, 3301 Gun Club Road, West</u> <u>Palm Beach, FL 33406 and Broward County, a political subdivision of the state of Florida, 115 South</u> <u>Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"</u>). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

#### WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in <u>Broward</u> County, Florida, and more specifically described on the location map in <u>Exhibit "A" attached hereto and incorporated herein</u> (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. xx-xxxxxx ("Permit") and Broward County License No. : DF24-1002 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

**NOW, THEREFORE,** in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



Form 62-330.301(10) – Deed of Conservation Easement — Passive Recreational Uses Incorporated by reference in paragraph 62-330.301(6)(c), F.A.C. (October 1, 2013) The scope, nature, and character of this Conservation Easement shall be as follows:

1. <u>Recitals.</u> The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. <u>Purpose.</u> It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. <u>Prohibited Uses.</u> Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

and

g.

Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. <u>Grantor's Reserved Rights.</u> Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. <u>No Dedication</u>. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. <u>Grantee's Liability.</u> Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. <u>Enforcement.</u> Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. <u>Taxes.</u> When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. <u>Assignment.</u> Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. <u>Severability.</u> If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. <u>Terms and Restrictions.</u> Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. <u>Written Notice.</u> All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. <u>Modifications.</u> This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in \_\_\_\_\_\_ County, Florida.

14. <u>Recordation</u>. Grantor shall record this Conservation Easement in timely fashion in the Official Records of \_\_\_\_\_\_ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. <u>Passive Recreational Facilities.</u> Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, <u>South Florida Water Management District</u> and local permitting requirements.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

#### IN WITNESS WHEREOF, Town of Southwest Ranches ("Grantor") has hereunto set its authorized

hand this \_\_\_\_\_\_ day of \_\_\_\_\_, 2024.

Form 62-330.301(10) – Deed of Conservation Easement — Passive Recreational Uses Incorporated by reference in paragraph 62-330.301(6)(c), F.A.C. (October 1, 2013)

Town of Southwest Ranches, a municipal corporation

Ву:		
(Signature)		
Name:		
Name:(Print)		
Title:	_	
Signed, sealed and delivered in our presence	ce as witnesses:	
By:	By:	
By:(Signature)		(Signature)
Name: (Print)	Name:	(Print)
(Print)		(Print)
STATE OF FLORIDA		
COUNTY OF		
On this day of	, 20, before me	e, the undersigned notary public,
personally appeared		, the person who subscribed to
the foregoing instrument, as the	(title), of	Town of Southwest Ranches, a
municipal corporation and acknowledged that	at he/she executed the sam	ne on behalf of municipal corporation
and the he/she was duly authorized to do so	o. He/She is personally kn	own to me or has produced a
(state) driv	ver's license as identificatio	n.
IN WITNESS WHEREOF, I hereunto set my	hand and official seal.	
NOTARY PUBLIC, STATE OF FLORIDA		

(Signature)

(Name) My Commission Expires: \_\_\_\_\_

# **MORTGAGEE JOINDER, CONSENT AND SUBORDINATION**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and		
receipt of which are hereby acknowledged,, the owner and holder of a		
mortgage dated, in the original principal amount of \$		
, given by("Grantor") to		
("Mortgagee"), encumbering the real property described on Exhibit "B" attached		
hereto ("Conservation Easement Area"), which is recorded in Official Records Book		
at Page,(together with that certain Assignment of Leases and Rents		
recorded in Official Records Book, at Page, and those certain		
UCC-1 Financing Statement(s) recorded in Official Records Book, at Page		
, all of the Public Records of County, Florida (said mortgage,		
assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter		
referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its		
Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time,		
to the foregoing Conservation Easement, executed by, in		
favor of (Note: insert name of WMD or DEP) applicable to the Conservation Easement,		
as said Conservation Easement may be modified, amended, and assigned from time to time,		
with the intent that the Mortgage shall be subject and subordinate to the Conservation		
Easement.		

IN WITNESS WHEREOF, this	s Morto	gagee Joinder, C	onsent a	and Subordina	tion is mad	le this
day of	<u>,</u> 20					
By:(Signature)				(Mortgagee)		
Name:	_					
Title:(Print)		_				
WITNESSES:						
By:(Signature)		Ву:		(Signature)		
Name:(Print)	_	Name:			_	
(Print)				(Print)		
STATE OF FLORIDA						
COUNTY OF	_					
The foregoing instrument , 20, by(title) of	was	acknowledged	before	me this _ (print name),	da , as	y of
Mortgage), on behalf of the	of			(Mortgagoo	(Grantor	of of tho
conservation Easement). He/She is (state) driver's license	perso	nally known to m	e or has	s produced a		
IN WITNESS WHEREOF, I hereunto	set my	hand and officia	l seal.			
NOTARY PUBLIC, STATE OF FLOR	IDA					
(Signature)				(Name)		

My Commission Expires: \_\_\_\_\_

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# **EXHIBIT A**

# [LOCATION MAP]

Form 62-330.301(10) – Deed of Conservation Easement — Passive Recreational Uses Incorporated by reference in paragraph 62-330.301(6)(c), F.A.C. (October 1, 2013)

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# EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

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### BUDGET WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida

Thursday 7:00 PM	August 13, 2024	13400 Griffin Road
Present:		
Mayor Steve Breitkreuz	Rus	ssell Muñiz, Town Administrator
Vice Mayor David S. Kuczenski	Russell Muniz, Assistant	Town Administrator/Town Clerk
Council Member Jim Allbritton	Emil C. Lope	z, Town Financial Administrator
Council Member Bob Hartmann		Keith Poliakoff, Town Attorney
Council Member Gary Jablonski		

Fiscal Year 2025 Budget Workshop of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

### 3. Presentation – Proposed Fiscal Year 2024-2025 Budget

Mayor Breitkreuz thanked members of the public for attending and stated that the Budget Workshop was a crucial part of the budgeting process. He thanked members of the Town staff for their hard work during the process and turned the meeting over to Town Administrator Muñiz.

Town Administrator Muñiz stated that the budget presentation was a culmination of the efforts of Town staff and the Town Council. He said he was proud of the work performed by Town staff and thanked Town Financial Administrator Lopez, Town Controller Rich Strum, Town Accountant Arianna Durbeej, and Town Procurement Officer Christina Semeraro for their work on the budget. He said he was proud to present a budget with no increase in millage, fire assessment fees, or solid waste fees, while increasing levels of services in many areas such as road resurfacing projects and parks maintenance. He then turned the meeting over to Town Financial Administrator Lopez for the presentation.

Town Financial Administrator Lopez and Town Controller Rich Strum presented the PowerPoint presentation summarizing the proposed Fiscal Year 2024-2025 Budget.

Mayor Breitkreuz thanked Town Financial Administrator Lopez for the presentation and stated that it was great work by Town staff to increase services to the residents while keeping the millage and assessment fees the same.

Council Member Hartmann thanked Town Financial Administrator Lopez and the Finance Department for their efforts to keep the assessment fees the same while increasing services to the residents.

Mayor Breitkreuz discussed a proposal sent to him regarding home composting around the Town and said that he would like to research it further. He stated there were some issues that would need to be addressed but he would like to do the program on a small scale for one year to work through the process and get it correct before fully starting a program. He said the pilot program would be for 100 homes and cost the Town approximately \$2,400 a month. Council Member Hartmann stated his support for the project and asked where the funding would come from and if the project be for the upcoming fiscal year or next. Mayor Breitkreuz stated that he would like to have the Finance Department research the costs further and decide where the funds should be taken from. Council Member Jablonski expressed his support and agreed that it would be best for the Finance Department to decide where the funds should be taken from.

Council Member Jablonski stated that the Town should change the proposed Project Manager position to an Assistant Town Administrator position. He spoke about Town Administrator Muñiz needing a person to be able to step into his position at a moment's notice when he is not available. Mayor Breitkreuz agreed that the position was needed and asked Town Administrator Muñiz for his input on the matter.

Town Administrator Muñiz thanked Council Member Jablonski for bringing the matter before the Town Council and stated that he had been developing the criteria for the Assistant Town Administrator position over the last eight months and felt that the Project Manager position could be changed an Assistant Town Administrator position at the direction of the Town Council.

Mayor Breitkreuz stated that he supported creating the position. Council Member Hartmann said that he thought it was a great idea. Vice Mayor Kuczenski stated that he supported the idea if the position could be funded while staying at the 3.900 millage rate. Council Member Allbritton agreed that the position should be created as long as the funds could be found while staying under the set 3.900 millage rate.

Town Administrator Muñiz stated that the Town Administration would work on changing the job description from Project Manager to Assistant Town Administrator and said the salary range would be kept in line with the salaries of equivalent positions in the tri-county area.

Mayor Breitkreuz opened the floor for public comment.

Mayor Breitkreuz asked Town Financial Administrator Lopez to address the concerns raised regarding the breakout of the PROs expenditures. Town Financial Administrator Lopez stated he could have it prepared by next week. Town Administrator Muñiz explained the reasoning of having expenditures grouped instead of listed as individual line items in the budget.

Mayor Breitkreuz discussed the zero-waste initiative not being the same as zero cost. He stated that eventually the costs would hopefully offset with the true up and true down with WM, but there would be an initial expense with the implementation of the program.

Council Member Hartmann suggested the Zero Waste Advisory Board start devising a plan on how the Town should move forward with the zero-waste program and make suggestions to the Town Council for next fiscal year. Mayor Breitkreuz agreed the best course of action would be for the Advisory Board to devise strategies on how to address the issue and request the Town Council for approval and funding.

Council Member Jablonski advised that the fastest course of action for the Town to move towards zero-waste is education on proper recycling and other methods to move the Town towards zero-waste.

Mayor Breitkreuz asked Town Administrator Muñiz to address the question regarding the agricultural liaison position and asked if the position was budgeted in fiscal year 2025.

Town Administrator Muñiz answered that the position was not budgeted in the fiscal year 2025 budget. He stated that Town Administration planned to ask the Town Council for guidance during the Workshop meeting and that the position could easily be added to the budget and stay under the millage rate because if it was a part-time position.

Council Member Hartmann raised the concern that there might not be enough work necessary to justify the position. He stated the position seemed demand driven now but may end up having other additional responsibilities assigned to it because there was not enough work regarding agriculture.

Council Member Jablonski asked Town Administrator Muñiz about the Agricultural Liaison from the Broward County Property Appraiser's Office and the site visits to Town Hall.

Town Administrator Muñiz stated that the Broward County Property Appraiser's Office sends an Agricultural Liaison to meet with the residents the first Tuesday of the month. He discussed the services provided by the Broward County Property Appraiser's Office when visiting the Town and who can benefit from their visits.

Mayor Breitkreuz stated that the additional support from the Broward County Property Appraiser's office was appreciated but said that he felt the Town still needed a part-time person to make sure the Town's residents' needs were addressed. He discussed having the agricultural position being added to an existing employee's responsibilities but felt that the Town Council was not comfortable with that idea. He said he was comfortable hiring someone for a part time position but was not comfortable with a full-time position.

Town Administrator Muñiz discussed that the original idea was to turn a current part-time position full-time position with the added agricultural responsibilities. He stated that the Town Administration would follow the instruction of the Town Council and create the position as a separate part-time position.

Town Administrator Muñiz clarified for the record that the Assistant Town Administrator salary would be estimated at approximately \$160,000. He asked for guidance from the Town Council on budgeting for additional License Plate Reader cameras. He stated that the Town Council has

previously used unassigned funds to pay for the LPRs at the Town Council's direction. He said that only two cameras were needed instead of four and those would be located on Griffin Road and Dykes Road as well as Griffin Road and 148th Avenue.

Council Member Jablonski reminded the Town Council that all the funding for the LPR camera program has been taken from the forfeiture funds.

Town Financial Administrator Lopez addressed the question asked during Public Comment regarding the Fire Assessment fees and explained how those were calculated.

Vice Mayor Kuczenski suggested that the Town research adding additional police officers to the budget next fiscal year.

Council Member Jablonski advised the Town Council that Rolling Oaks does not need additional speed poles allocated to him for this fiscal year, and that he is giving the speed poles to the other Council Members to place in their districts around Town.

Town Administrator Muñiz thanked the Town Council for adding the Assistant Town Administrator position to the budget and stated that it would be a great help to him personally and benefit the Town as well. He thanked the Town Finance team for making the budget process smooth and seamless this year and commended them for their hard work.

Mayor Breitkreuz thanked everyone for their work on the budget and thanked residents for attending the meeting. He advised the next budget meeting would be September 12, 2024.

# 4. Adjournment

Meeting was adjourned at 8:30 p.m.

Respectfully submitted:

Debra m. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this <u>24th</u> day of <u>October</u>, <u>2024.</u>

Steve Breitkreuz, Mayor

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