



Southwest Ranches Town Council

REGULAR MEETING

Agenda of July 10, 2014

Southwest Ranches Council Chambers
7:00 PM THURSDAY

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor
Jeff Nelson
Vice-Mayor
Gary Jablonski

Town Council
Steve Breitzkreuz
Freddy Fisikelli
Doug McKay

Town Administrator
Andrew D. Berns
**Town Financial
Administrator**
Martin Sherwood, CPA CGFO

Town Attorney
Keith M. Poliakoff, J.D.
Town Clerk
Russell C. Muñiz, MMC

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 items on the Council agenda are 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. Waiver of Plat** – Consideration of waiver of plat application WP-007-14. Marson SW Ranches, LLC, owners; Pulice Land Surveyors, Inc., petitioner, to subdivide a 4.7 acre lot to create 2 lots of 2.34 acres each. Property generally located on the south side of Mustang Trail, approximately 750 feet west of SW 136th Avenue (Holatee Trail), within the Rural Ranches Zoning District, which allows one dwelling unit per 2 net acres. Legally described as the north one-half of Tract 62, less the north 40 feet thereof, in Section 3, Township 51 South, Range 40 East, of the EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39, of the Public Records of Dade County, Florida, said land being situate in Southwest Ranches, Broward County, Florida.
- 4. Site Plan Modification** - Consideration of Site Plan modification application number SP-058-14. Archdiocese of Miami, owner; Paul Fluty, GC, petitioner. Applicant is seeking approval of the Archbishop McCarthy High School site plan, to add a one-story, 4,800 square-foot locker

room building. Property is generally located on the west side of Flamingo Road, approximately one half-mile south of Griffin Road.

5. **Ordinance – 2nd Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE REZONING OF APPROXIMATELY 1.06 ACRES FROM RURAL ESTATE DISTRICT TO COMMUNITY FACILITY DISTRICT, GENERALLY LOCATED 600 FEET SOUTH OF GRIFFIN ROAD ON THE WEST SIDE OF SW 130TH AVENUE, MORE PARTICULARLY DESCRIBED AS THE SOUTH 173.00 FEET OF THE NORTH 844.00 FEET OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 40 EAST, LYING SOUTH OF SOUTH NEW RIVER CANAL, LESS THE EAST 2631.70 FEET AND LESS THE WEST 2331.66 FEET, LESS THE EAST 50.00 FEET THEREOF (SOUTH FLORIDA HINDU TEMPLE, 5000 SW 130TH AVENUE, APPLICATION #RZ-017-12); PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE **(Approved on First Reading February 7, 2013)**.

End of Quasi-Judicial Items

6. **Public Comment**

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

7. **Board Reports**

8. **Council Member Comments**

9. **Legal Comments**

10. **Administration Comments**

11. **Ordinance – 2nd Reading** – AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES, TO PROMOTE ENERGY EFFICIENCY BY ENABLING RESIDENTS TO CONSTRUCT ROOF EAVES WITHOUT IMPACTING THEIR OVERALL PLOT COVERAGE; AMENDING THE TOWN'S ULDC TO DISCOURAGE THE ILLEGAL CONVERSION OF FARM BUILDINGS AND FARM STRUCTURES; AMENDING SECTION 015-080 ENTITLED, "FARMS"; AMENDING SECTION 045-080 ENTITLED, "PLOT COVERAGE, FLOOR AREA RATIO AND PERVIOUS AREA"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

12. **Ordinance – 1st Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE AND UTILITIES ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO ESTABLISH AN EMPLOYMENT CENTER LAND USE DESIGNATION WITH SUPPORTING OBJECTIVES AND POLICIES, REVISE THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES, ESTABLISH CRITERIA FOR

THE EXTENSION OF CENTRALIZED POTABLE WATER AND SANITARY SEWER SERVICE WITHIN THE TOWN, AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

13. **Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH DP DEVELOPMENT OF THE TREASURE COAST, LLC FOR \$38,450.00 TO COMPLETE THE DRAINAGE IMPROVEMENTS AT THE INTERSECTION OF SW 54TH PLACE AND SW 196TH LANE AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
14. **Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH WILLIAMS PAVING FOR \$72,246.23 TO COMPLETE THE DRAINAGE IMPROVEMENTS AT THE INTERSECTION OF WEST PALOMINO DRIVE (SW 50TH STREET) AND THOROUGHBRED LANE (SW 145TH AVENUE) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
15. **Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING A PURCHASE ORDER NOT TO EXCEED \$4,500 TO CPZ ARCHITECTS FOR CONSTRUCTION OVERSIGHT FOR THE RESTROOM DEVELOPMENT IN COUNTRY ESTATES FISHING HOLE PARK; AND PROVIDING AN EFFECTIVE DATE.
16. **Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE APPROVED TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2014; AND PROVIDING AN EFFECTIVE DATE.
17. **Discussion** - SWRVFD Engine 82 Repair Estimate
18. **Approval of Minutes**
 - a. Minutes for June 12, 2014 – Regular Council Meeting
19. **Adjournment**

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

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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
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Doug McKay, Council Member
Freddy Fisikelli, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, Town Clerk
Martin D. Sherwood, CPA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: The Mellgren Planning Group

DATE: July 10, 2014

SUBJECT: WAIVER OF PLAT APPLICATION WP-007-14

Recommendation

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
 - a. The Town Council's approval of Application No. WP-007-14 shall not take effect until the Resolution approving the Application is recorded in the Public Records of Broward County.
 - b. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, 5 percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Issue

This application is to subdivide a 4.68 acre lot into two parcels of 2.34 acres (one parcel being of 2.27 net acres).

Background

The subject property is located on the south side of Mustang Trail, approximately 750 feet west of SW 136th Avenue (Holatee Trail). The property is comprised of 4.68 acres of land currently containing one single-family residence situated in the middle of the parcel. With this application, the owner proposes to subdivide the property to create two lots and construct two separate single-family residences after the demolition of the existing house. Access to the property is from a bridge that crosses the canal running parallel to Mustang Trail, providing direct access to proposed Lot 1. Central Broward Water Control District (CBWCD) has indicated that construction of a second bridge to proposed Lot 2 is permissible, subject to applicable permits. In order to provide interim access to Lot 2, and in the event that the future owner of proposed Lot 2 does not or cannot construct a second bridge, a 30 foot-wide access easement is provided on Lot 1 that allows the future owner of Lot 2 to access the existing canal crossing.

The site has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at one home per 2 net acres or 2.5 gross acres. Proposed Lot 2 contains 2.34 net acres, exceeding the minimum requirement for lot size. The existing pond is completely contained within Lot 2, thus not affecting its net lot area (water bodies that transcend lot lines cannot be counted as net acreage). Proposed Lot 1 is 2.27 acres after lessing out the access easement. The full right-of-way for Mustang Trail has been already dedicated, and dedication of an equestrian trail is not required pursuant to the trails master plan. Both parcels will be 164.80 in width, which exceeds the minimum width requirement of 125 feet.

Any additional CBWCD's requirements will be assessed when building/drainage plans are submitted for the development of both parcels. The Local Park Impact fee required by the ULDC will be collected prior to the issuance of a building permit on both parcels. The School Capacity Availability Determination (SCAD) from Broward County determined that the development of the two parcels do not create an impact on the Broward County public school system.

Fiscal Impact

N/A

Staff Contact

Elizabeth Tsouroukdissian, Assistant Planner

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

July 10, 2014

SUBJECT: Waiver of Plat application WP-007-14

LOCATION: 13740 Mustang Trail, Southwest Ranches, FL 33330

APPLICANT: Marson SW Ranches, LLC

**LAND USE PLAN
DESIGNATION:** Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, sign posting, mail notice

EXHIBITS: Staff Report, survey, aerial photograph, notification map and mailing label list

BACKGROUND AND ANALYSIS

The subject property is located on the south side of Mustang Trail, approximately 750 feet west of SW 136th Avenue (Holatee Trail). The property is comprised of 4.68 acres of land currently containing one single-family residence situated in the middle of the parcel. With this application, the owner proposes to subdivide the property to create two lots and construct two separate single-family residences after the demolition of the existing house. Access to the property is from a bridge that crosses the canal running parallel to Mustang Trail, providing direct access to proposed Lot 1. Central Broward Water Control District (CBWCD) has indicated that construction of a second bridge to proposed Lot 2 is permissible, subject to applicable permits. In order to provide interim access to Lot 2, and in the event that the future owner of proposed Lot 2 does not or cannot construct a second bridge, a 30 foot-wide access easement is provided on Lot 1 that allows the future owner of Lot 2 to access the existing canal crossing.

The site has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at one home per 2 net acres or 2.5 gross acres. Proposed Lot 2 contains 2.34 net acres, exceeding the minimum requirement for lot size. The existing pond is completely contained within Lot 2, thus not affecting its net lot area (water bodies that transcend lot lines cannot be counted as net acreage). Proposed Lot 1 is 2.27 acres after lessing out the access easement. The full right-of-way for Mustang Trail has been already dedicated, and dedication of an equestrian trail is not required pursuant to the trails master plan. Both parcels will be 164.80 in width, which exceeds the minimum width requirement of 125 feet.

Any additional CBWCD's requirements will be assessed when building/drainage plans are submitted for the development of both parcels. The Local Park Impact fee required by the ULDC will be collected prior to the issuance of a building permit on both parcels. The School Capacity

Availability Determination (SCAD) from Broward County determined that the development of the two parcels do not create an impact on the Broward County public school system.

RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with a condition such as:
 - a. The Town Council's approval of Application No. WP-007-14 shall not take effect until the Resolution approving the Application is recorded in the Public Records of Broward County.
 - b. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, 5 percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

July 10, 2014
Mailed on July 1, 2014

PLEASE TAKE NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING THAT WILL BE CONDUCTED TO CONSIDER A WAIVER OF PLAT APPLICATION THAT HAS BEEN FILED. INFORMATION IS AS FOLLOWS:

Applicant: Marson SW Ranches, LLC

Location: Generally located on the south side of Mustang Trail, approximately 750 feet west of SW 136th Avenue (Holatee Trail)

Application: WP-007-14

Request: The applicant is seeking approval for the subdivision of 4.68 acres into 2 parcels of 2.34 acres each

This matter will be considered by the Town of Southwest Ranches Town Council at an advertised public hearing that will be conducted as follows:

Date: Thursday, July 10th, 2014

Location of Hearing: Southwest Ranches Town Hall Council Chambers
13400 Griffin Road
Southwest Ranches, FL 33330

Time: 7:00 p.m.

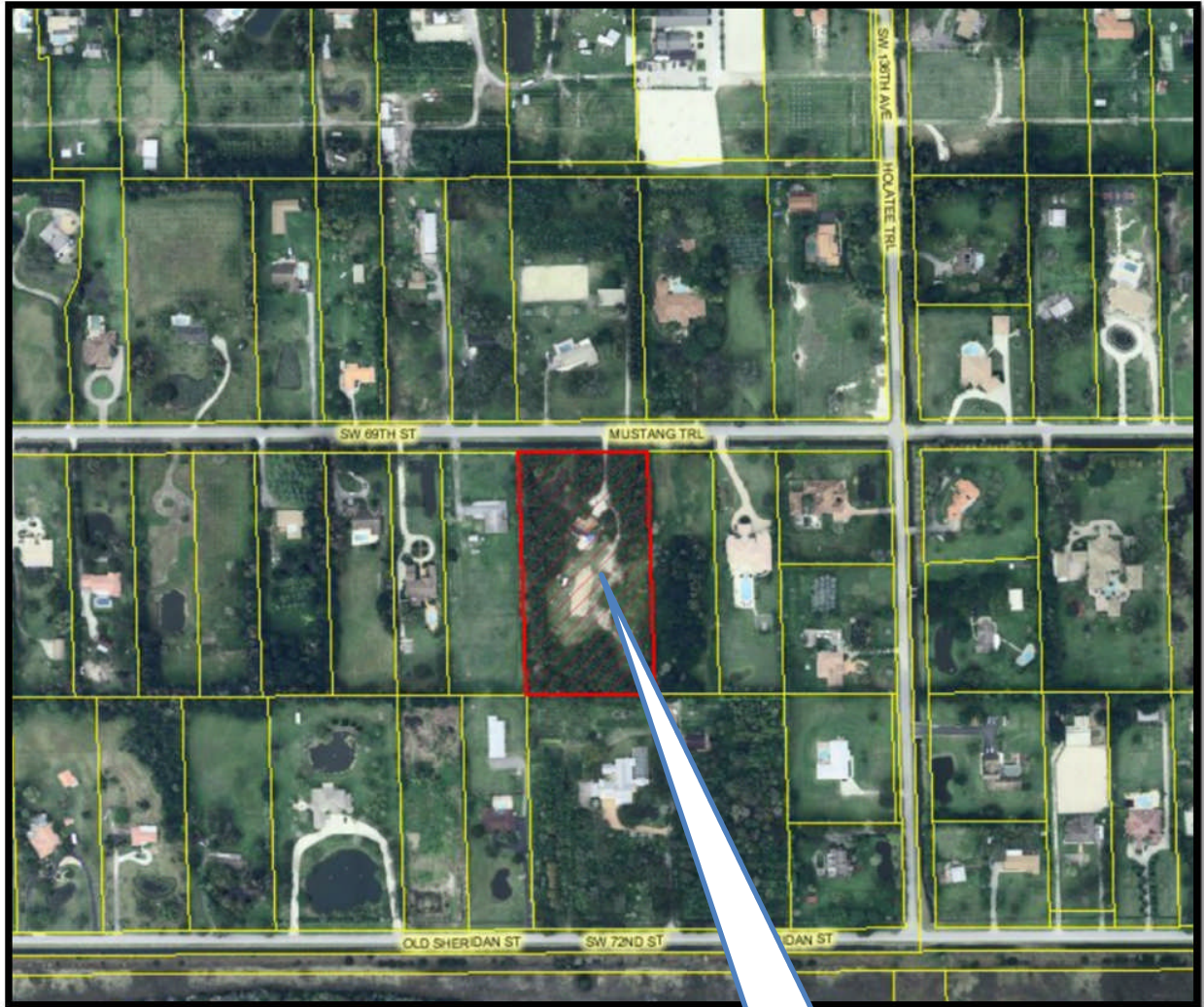
Applications and backup material shall be available for inspection at the Town Clerk's office one (1) week prior to the meeting, within normal business hours. The Public may appear and be heard at the meeting, subject to proper rules of conduct. The hearing may be continued from time to time as necessary. Any written comments filed with the Town will be entered into the record. Any decision made by the Town Council may be appealed; appeal of the Town Council's decision shall be by petition for Writ of Certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) days of the rendition of the Town Council's findings. Any person who decides to appeal a decision made at the public hearing is advised they will need a record of the proceedings and accordingly, may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at (954) 434-0008 at least twenty-four (24) hours in advance of the public hearing to request such accommodation.

FOR THE TOWN OF SOUTHWEST RANCHES,
ELIZABETH TSOUROUKDISSIAN
THE MELLGREN PLANNING GROUP
Phone: (954) 475-3070, ext. 803

TOWN OF SOUTHWEST RANCHES

Application for Waiver of Plat WP-007-14



TOWN OF SOUTHWEST RANCHES

WP-007-14 Marson SW Ranches LLC



Town Boundary



Subject Site



Parcel Boundaries



1,000 Foot Buffer

1 inch = 600 feet

0 250 500 1,000 Feet



FOLIO	NAME	ADDRESS	CITY, STATE, ZIP
514002010312	ANGELOTTI, ROBERT & LORRAINE	6910 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003010420	BEINFEST, LAWRENCE C & KATHRYN A	13700 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010421	BELL, PETER N & JANET F	570 NIGHTINGALE AVE	MIAMI SPRINGS, FL 33166
514003010332	BULZACCHELLI, MATTHEW SCOTT	13900 LURAY ROAD	SOUTHWEST RANCHES, FL 33330
514003010406	CARO, H RAYMOND & ENETTE G	7101 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003010452	CASE, RYAN M	13900 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010333	CHRISTOPH, VICTOR & NURY ZURBANO	13930 LURAY ROAD	SOUTHWEST RANCHES, FL 33330
514003010369	EAST WIND INVESTMENTS LLC	2890 DOVEDALE CT	WELLINGTON, FL 33414
514003010461	FARAH, CARLOS M & SANDRA A	13840 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010400	FERNANDEZ, ELISE	218 NW 12 AVE #1009	MIAMI, FL 33128
514003010401	FUSCHETTO, GIOVANNI & MARIA	7011 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003010371	FUSTOK, KAMAL & AMANDA	6801 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003090010	GOMEZ, EDUARDO R & CLARA	6601 HOLATEE TRAIL	SOUTHWEST RANCHES, FL 33330
514003010378	HARMER, STEPHEN & JENNILYNN	13800 LURAY ROAD	SOUTHWEST RANCHES, FL 33330
514003010460	HUGDAHL, DENNIS & HOLLY	13870 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010336	HULMES, DONALD W	13451 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010494	JEFFERS, EDWARD	13911 OLD SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514002010329	LAIDLAW, ADRIAN & MICHELE	6740 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003010470	MARSON SW RANCHES LLC	19950 W COUNTRY CLUB DR #904	AVENTURA, FL 33180
514003010322	MCDONALD, KIM	571 NW 108 AVE	PLANTATION, FL 33324
514003010493	MCGRADY, JAMES M	14001 SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514003010492	MERKEL, ANASTASIA K & KENNETH O	14011 SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514003110020	MIRZA GROUP 2 LLC	13100 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010331	MIRZA, KHALID A	14001 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010323	MONSANTO, MARIE PEGUY	13821 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010314	MOODY MANOR INC	7150 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514003010346	OSHEROFF, MATTHEW G, ROBIN & MARC	14051 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010339	PADRON, NEIDA B & ABRAHAM GOMEZ	6620 SW 136 AVE	SOUTHWEST RANCHES, FL 33330
514003010496	PELGRIM, GEORGE H	13811 SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514003010408	PERDOMO, MERCEDES M	6901 HOLATEE TRL	SOUTHWEST RANCHES, FL 33330
514002010323	PHIPPS, DAVID & CAROLYN E	13505 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010341	PIEDRA, RAUL JR & JOSEFINA	13450 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010313	PIMENTEL, ALTAGRACIA & GUERRERO, JOSE	13521 SW 72 ST	SOUTHWEST RANCHES, FL 33330

514003010325	PINO, DOMINIC C & SHARON L	13921 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010440	RAMNARINE, VISHNU, JEAN & BOYEE	15935 WESTWIND CIR	SUNRISE, FL 33326
514003010324	SALMON, DWIGHT A	13901 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514003010495	SANCHEZ, MARIA LOURDES	17713 SW 47 ST	MIRAMAR, FL 33029
514003010380	SANCHEZ-DIAZ, PEDRO A & ROSA	13711 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010315	SANSONE, ROBERT A & PAMELA	7000 SW 136 AVE	SOUTHWEST RANCHES, FL 33330
514002010345	SHULA, ANNE M	13501 SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514003010404	SOVIK, B J & PATRICIA	14030 MUSTANG TRL	SOUTHWEST RANCHES, FL 33330
514002010081	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES, FL 33330
514003010451	VELASCO, MIRIAM	3410 GALT OCEAN DR #505N	FORT LAUDERDALE, FL 33308
514003010491	VOGEL, AMARILYS SUAREZ	13711 OLD SHERIDAN ST	SOUTHWEST RANCHES, FL 33330
514003010373	WEECH, RONALD & MICHELLE	15000 FOXHEATH DR	FORT LAUDERDALE, FL 33331

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13400 Griffin Road
Southwest Ranches, FL 33330-2628

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COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: The Mellgren Planning Group

DATE: July 10, 2014

SUBJECT: SITE PLAN MODIFICATION APPLICATION SP-058-14

Recommendation

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with conditions such as:
 - (A) Should the high school eventually decide to construct the remaining two-story classroom wing approved on the previous site plan, it must remove the modulars and apply for site plan modification and plat note amendment to authorize additional capacity.
 - (B) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

Issue

Archbishop McCarthy High School is requesting the approval of a site plan modification to add a new freestanding 4,800 square-foot locker room building.

Background

The subject site is approximately 32.52 net acres in area and is located within a CF (Community Facility) zoning district, in which private academic schools are permitted. The high school is platted for 184,900 square feet of high school use on the Broward Central Catholic High School Plat, and has site plan approval to construct the remainder of the 184,900 square feet of approved building area by November 8, 2017 pursuant to the terms of approval of Site Plan modification SP-051-12.

Archbishop McCarthy High School is requesting the approval of a site plan modification to add a new freestanding 4,800 square-foot locker room building, to be constructed on the southeast corner of the athletic field, next to the cafeteria building. The high school comprises 179,615 square feet of building floor area, taking into account five modular units that the school considers to be temporary, but subtracting an existing 1,378 square-foot pavilion that will be demolished to provide room for the new locker room building. The new building would bring the total floor area on the site to 184,415 square feet.

The proposed one-story building will contain separate girls and boys locker rooms with restrooms, a laundry room, two offices, a conference room, and equipment storage space. The school already has an existing locker room facility, which is planned to remain. The added square footage of the proposed new building remains within the development capacity of the school authorized by the approved plat and site plan.

Construction of this new locker room building will not affect existing improvements and landscaped areas, other than a small number of palm trees that appear to be in conflict with the proposed construction area; these trees shall be removed or relocated with a separate permit. The school's existing parking facilities are sufficient for the maximum allowed building area and student volume. The site plan complies with the maximum allowances for plot coverage, impervious area, and floor area ratio.

The approved site plan authorizes a 17,300 square-foot southwest wing with 14 anticipated classrooms in lieu of the temporary modular buildings, which remains a future expansion project. Upon the removal of the temporary modular buildings and the construction of the proposed locker room building, the school is left with a remainder of 6,365 square feet of floor area allowed by plat; therefore, the future classroom wing will require a plat note amendment to increase the total floor area that is currently allowed. A note of acknowledgement is included in the proposed site plan.

Fiscal Impact

N/A

Staff Contact

Elizabeth Tsouroukdissian, Assistant Planner

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

July 10, 2014

SUBJECT: Site Plan Modification Application SP-058-14 for a new locker room building at Archbishop Edward A. McCarthy High School

ADDRESS: 5451 S. Flamingo Road
Southwest Ranches, FL 33330

APPLICANT: Archdiocese of Miami
5451 S. Flamingo Rd
Southwest Ranches, FL 33330

AGENT: Paul Fluty
PLF Construction
15955 SW 15th Street
Pembroke Pines, FL 33027

**LAND USE PLAN
DESIGNATION:** Community Facilities

ZONING: CF, Community Facility

PUBLIC NOTICE: Legal notice in newspaper, sign posting, mail notice

EXHIBITS: Staff Report, Site Plan, aerial photograph, notification map and mailing label list

BACKGROUND

The subject site is approximately 32.52 net acres in area and is located within a CF (Community Facility) zoning district, in which private academic schools are permitted. The high school is platted for 184,900 square feet of high school use on the Broward Central Catholic High School Plat, and has site plan approval to construct the remainder of the 184,900 square feet of approved building area by November 8, 2017 pursuant to the terms of approval of Site Plan modification SP-051-12.

ANALYSIS:

Archbishop McCarthy High School is requesting the approval of a site plan modification to add a new freestanding 4,800 square-foot locker room building, to be constructed on the southeast corner of the athletic field, next to the cafeteria building. The high school comprises 179,615 square feet of building floor area, taking into account five modular units that the school considers to be temporary, but subtracting an existing 1,378 square-foot pavilion that will be demolished to provide room for the new locker room building. The new building would bring the total floor area on the site to 184,415 square feet.

The proposed one-story building will contain separate girls and boys locker rooms with restrooms, a laundry room, two offices, a conference room, and equipment storage space. The school already has an existing locker room facility, which is planned to remain. The added square footage of the proposed new building remains within the development capacity of the school authorized by the approved plat and site plan.

Construction of this new locker room building will not affect existing improvements and landscaped areas, other than a small number of palm trees that appear to be in conflict with the proposed construction area; these trees shall be removed or relocated with a separate permit. The school's existing parking facilities are sufficient for the maximum allowed building area and student volume. The site plan complies with the maximum allowances for plot coverage, impervious area, and floor area ratio.

The approved site plan authorizes a 17,300 square-foot southwest wing with 14 anticipated classrooms in lieu of the temporary modular buildings, which remains a future expansion project. Upon the removal of the temporary modular buildings and the construction of the proposed locker room building, the school is left with a remainder of 6,365 square feet of floor area allowed by plat; therefore, the future classroom wing will require a plat note amendment to increase the total floor area that is currently allowed. A note of acknowledgement is included in the proposed site plan.

RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with conditions such as:
 - (A) Should the high school eventually decide to construct the remaining two-story classroom wing approved on the previous site plan, it must remove the modulares and apply for site plan modification and plat note amendment to authorize additional capacity.
 - (B) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

July 10, 2014
Mailed on July 1, 2014

PLEASE TAKE NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING THAT WILL BE CONDUCTED TO CONSIDER A SITE PLAN MODIFICATION APPLICATION THAT HAS BEEN FILED. INFORMATION IS AS FOLLOWS:

Applicant: Archdiocese of Miami; Archbishop Edward A. McCarthy High School

Address: 5451 S. Flamingo Rd
Southwest Ranches, FL 33330

Application: SP-058-14

Request: The high school is requesting approval of a site plan modification to allow the construction of a free-standing 4,800 square-foot locker room building.

This matter will be considered by the Town of Southwest Ranches Town Council at an advertised public hearing that will be conducted as follows:

Date: Thursday, July 10th, 2014

Location of Hearing: Southwest Ranches Town Hall Council Chambers
13400 Griffin Road
Southwest Ranches, FL 33330

Time: 7:00 p.m.

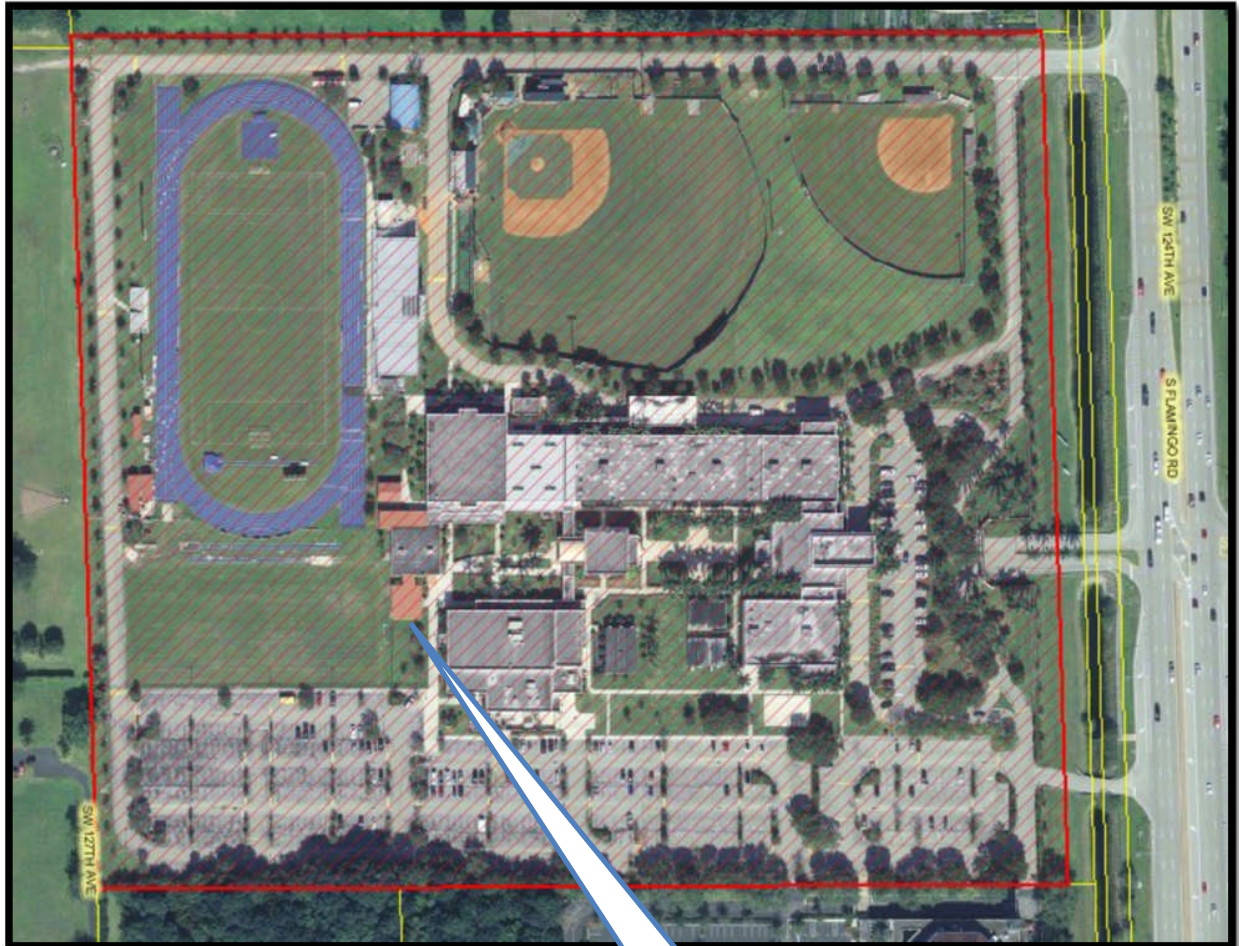
Applications and backup material shall be available for inspection at the Town Clerk's office one (1) week prior to the meeting, within normal business hours. The Public may appear and be heard at the meeting, subject to proper rules of conduct. The hearing may be continued from time to time as necessary. Any written comments filed with the Town will be entered into the record. Any decision made by the Town Council may be appealed; appeal of the Town Council's decision shall be by petition for Writ of Certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) days of the rendition of the Town Council's findings. Any person who decides to appeal a decision made at the public hearing is advised they will need a record of the proceedings and accordingly, may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at (954) 434-0008 at least twenty-four (24) hours in advance of the public hearing to request such accommodation.

FOR THE TOWN OF SOUTHWEST RANCHES,
ELIZABETH TSOUROUKDISSIAN
THE MELLGREN PLANNING GROUP
Phone: (954) 475-3070, ext. 803

TOWN OF SOUTHWEST RANCHES

Application for Site Plan modification SP-058-14

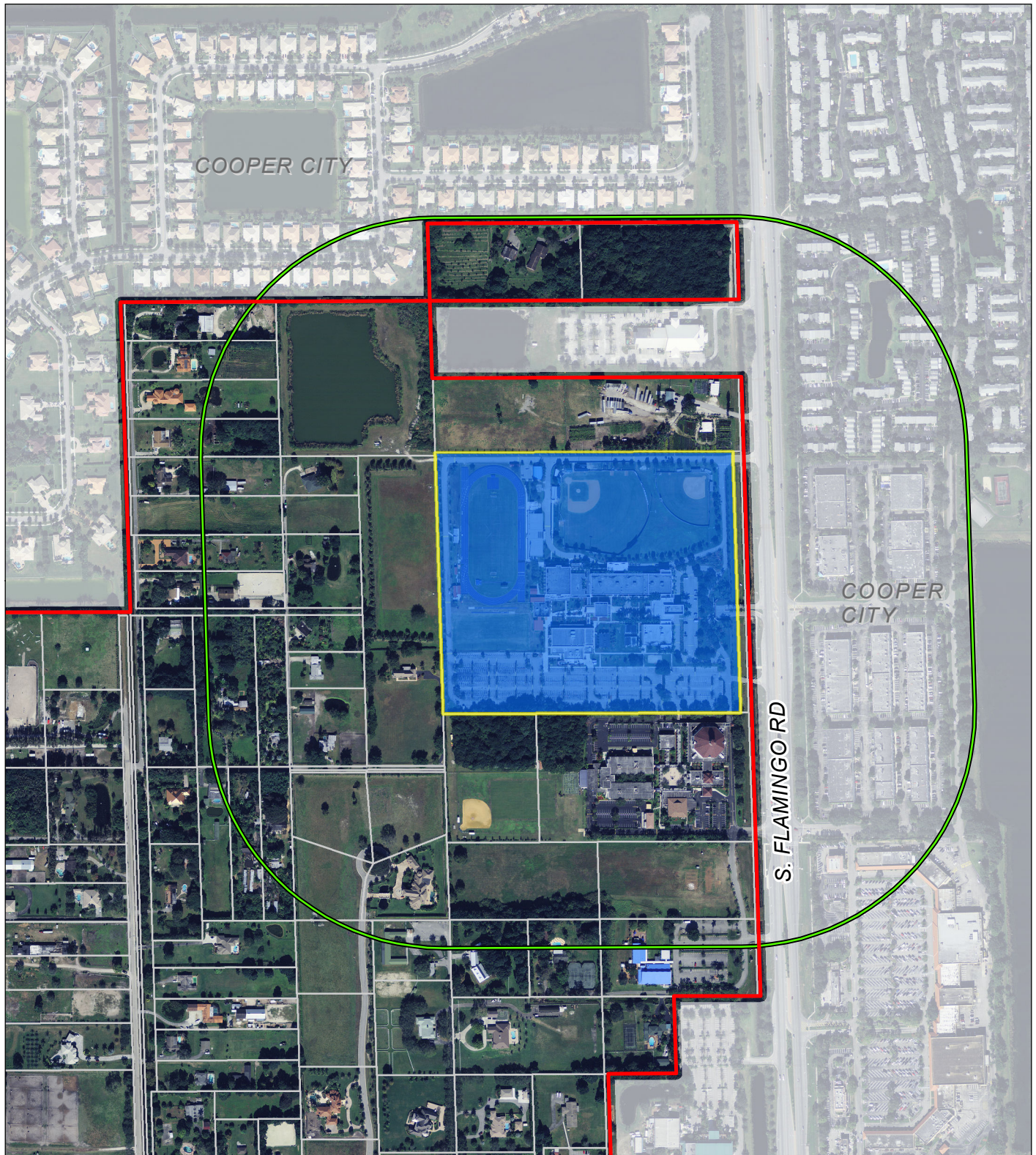


THIS SITE



TOWN OF SOUTHWEST RANCHES

SP-058-14 Archbishop McCarthy High School



Town Boundary



Subject Site



Parcel Boundaries



1,000 Foot Buffer

1 inch = 600 feet

0 250 500 1,000 Feet



FOLIO	NAME	ADDRESS	CITY, STATE, ZIP
504035010135	5741 SW 127 AVENUE LLC	5801 SW 127 AVE	SOUTHWEST RANCHES, FL 33330
504035010092	AJMO, MARISA D	5500 SW 128 AVE	SOUTHWEST RANCHES, FL 33330
504035010180	ALLEYNE, VEOLA	5300 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035150060	ALONSO, ARMANDO	1704 SW 142 AVE	FORT LAUDERDALE, FL 33325
504035010072	AQUARIUS REAL ESTATE PARTNERS INC	2600 ISLAND BLVD #905	AVENTURA, FL 33160
504035010017	AQUARIUS REAL ESTATE PARTNERS, INC.	2600 ISLAND BLVD #905	WILLIAMS ISLAND, FL 33160
504035110010	ARCHDIOCESE OF MIAMI - EDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD	MIAMI SHORES, FL 33138
504035040010	ARCHDIOCESE OF MIAMI - ST. MARK CHURCH	9401 BISCAYNE BLVD	MIAMI SHORES, FL 33138
504035010210	AZOR, HERBY	9717 TYLER ST	JONESBORO, GA 30238
504035010183	BALL, R L & JOANN	5280 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035010160	BARTHOLF, R W & CAROL O	5702 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035010222	CALLAWAY, ROBERT L JR & PATRICIA	5490 SW 128 AVE	SOUTHWEST RANCHES, FL 33330
504035010102	CARPENTER, DAWN H	5350 SW 128 AVE	SOUTHWEST RANCHES, FL 33330
504035010223	CRUZ, BEATRIZ	5701 SW 128 AVE	SOUTHWEST RANCHES, FL 33330
504035010059	DISBERGEN, GERRIT	12401 SW 58 ST	SOUTHWEST RANCHES, FL 33330
504035010185	DOOLING, KEYON & NATASHA	2016 NW 3 CT	FORT LAUDERDALE, FL 33311
504035150040	FERNANDEZ, FRANCISCO M & ODALIS	14011 NW 13 ST	PEMBROKE PINES, FL 33028
504035150070	GAM LAND INVESTMENTS LLC	2700 DAVIE RD	DAVIE, FL 33314
504035010018	GAYLE, GLENFORD & SHAUN	5410 MELALEUCA ROAD	SOUTHWEST RANCHES, FL 33330
504035010221	HAY, SCOTT ALAN	12751 SW 56 ST	SOUTHWEST RANCHES, FL 33330
504035010190	JENKS, JONATHAN E	12851 SW 56 ST	SOUTHWEST RANCHES, FL 33330
504035150080	KRUTCHIK, JONATHAN A & TAMMY	5780 SW 128 AVE	SOUTHWEST RANCHES, FL 33330
504035010182	MAYORGA, SILVERIO & MARINA	5290 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035010184	MEYER, NANCY	5722 S FLAMINGO RD PMB 117	COOPER CITY, FL 33330
504035010130	MILLER, RICHARD	12850 SW 56 ST	SOUTHWEST RANCHES, FL 33330
504035010140	MILLER, RICHARD	5700 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035010181	NESSALT, JOSEPH & KIMBERLE	5340 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035030010	NEW HORIZON UNITED METHODIST CHURCH INC	5741 S FLAMINGO ROAD	SOUTHWEST RANCHES, FL 33330
504035010062	PELLEGRINO, ELLE & ROBERT	5750 SW 127 AVE	SOUTHWEST RANCHES, FL 33330
504035010015	R & R DEVELOPER CORP	6780 SW 65 AVE	OCALA, FL 34476
504035010186	TONGEN, TODD L & KAREN HAMLIN	5420 SW 130 AVE	SOUTHWEST RANCHES, FL 33330
504035150090	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES, FL 33330
504035050010	UNITED PENTECOSTAL CHURCH OF COOPER CITY	5201 S FLAMINGO ROAD	COOPER CITY, FL 33330
504035010101	YAP, WARREN, CHRISTOPHER & AGNES	5140 VOLUNTEER RD	SOUTHWEST RANCHES, FL 33330



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Doug McKay, Council Member
Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member

Andrew Berns, *Town Administrator*
Keith M. Poliakoff, *Town Attorney*
Martin Sherwood, *Town Financial Administrator*
Russell C. Muñiz, MMC, *Town Clerk*

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: The Mellgren Planning Group

DATE: June 25, 2014

SUBJECT: SUPPLEMENTAL REPORT FOR REZONING APPLICATION No. RZ-017-12, SOUTH FLORIDA HINDU TEMPLE (SFHT)

RECOMMENDATION: If the Town Council approves the Application, it should do so with the following stipulations:

- a. Execution of the Declaration of Restrictive Covenants and Unity of Title Agreement by parties authorized to do so pursuant to an Opinion of Title to be produced by the property owner and found acceptable by the Town Attorney.
- b. No building permit shall be issued for the Property until a plat has been processed and recorded, and a site plan has been approved by the Town.
- c. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

PREVIOUS ACTION

February 7, 2013 - The Town Council approved Application No. RZ-017-12 on first reading subject to the conditions of approval recommended in the staff report, with the following additional stipulations that the petitioner has now incorporated into the declaration of restrictive covenants, attached.

- Increase the height of the perimeter wall from 6 feet to 8 feet.
- Emergency access gate to be opaque.
- Existing house shall be used only for storage upon rezoning.
- Town shall have the right to inspect the existing house to ensure it is being used only for storage as of March 1, 2013.
- Temple shall remove all exotic trees under the power lines by June 1, 2013.

March 7, 2013 – The Town Council deferred final consideration of the application on second reading to a date and time uncertain in order to provide the applicant and the adjacent neighborhood additional opportunity to discuss concerns.

CHANGES TO APPLICATION SUBSEQUENT TO THE MARCH 7, 2013 PUBLIC HEARING

In the months following the Town Council deferral of second reading, the Town Administrator met with residents of the immediate neighborhood in order to obtain additional feedback. The Town Administrator then shared the residents' concerns and ideas with SFHT representatives. In April, 2014, the SFHT submitted a revised proposal.

The revised proposal addresses a key resident concern: that the height and mass of the building would not be residential in character. By reducing the second story from 5,700 square feet to 2,800 square feet (a 50 percent reduction), the size of the second floor will be comparable to that of a large, two-story single-family home. The revised proposal also reduces the maximum height of the building from 32 feet to 28 feet.

In reducing the size of the proposed building's second story (technically to be considered a mezzanine on the new plan), SFHT proposes to expand the ground floor from 5,700 square feet as originally proposed to 7,000 square feet in order to maintain a similar building size to that originally proposed. The total community center building area on the proposed plan is 11,200 square feet, which represents a 200 square-foot reduction from the original plan.

SFHT also agreed to:

- Erect an ornamental metal fence along SW 130th Avenue with landscaping, in lieu of a concrete wall.
- Minimize use of the rezoning parcel driveway by construction traffic.
- Bring all existing parking lot lighting into conformance with the Town's Dark Sky Ordinance.

Please refer to the original agenda report (attached) for the numerous commitments the SFHT had made before second reading in March, 2013.

SUMMARY OF RESIDENT FEEDBACK

The Town Administrator met with residents of 130th Avenue and SW 52nd Street on several occasions. Staff synthesized the feedback into several recommendations for the applicant to consider. Staff met with and discussed the recommendations with the applicant.

Common resident concerns:

1. Traffic on SW 130th Avenue.
2. Insufficient parking.
3. Additional special events, and location of same further into the neighborhood on the site of the proposed community center building.
4. Construction equipment using SW 130th Avenue to access the site.
5. Nonresidential sale of the new building.
6. Landscape buffer design.
7. Lighting intrusion.
8. Noise from patio activity behind the existing temple building.
9. Further expansion conflicts with original representations made when the original site plan was approved.
10. Additional signage.
11. Possible reduction of property values.

DISCUSSION OF RESIDENT FEEDBACK

✚ Resident comments are listed below in *italics*. Staff analysis follows each comment.

1. Traffic on SW 130th Avenue.

- (i) *Resident(s) stated that they already experience traffic congestion from the existing temple facility, which they would like to see ameliorated, and are concerned that expansion will only exacerbate this condition.*

The addition of a community center can be expected to result in additional events and activities that generate traffic at times and/or in volumes that are additional to current operations. The amount of traffic to and from the site at any time will be limited by available parking. Operation of the SFHT facilities in a manner that results in illegally parked cars will be subject to enforcement.

The Institute of Traffic Engineers (ITE) *Trip Generation Manual, 9th Edition* predicts that peak hour (weekend) use of the Property after the expansion would increase 57 percent, from 188 trips to 294 trips. However, the ITE data do not correlate traffic generation with the composition of building space at a place of worship, and therefore has limited value. Moreover, the parking facility—even as proposed to be expanded—cannot accommodate this predicted increase in vehicles. The predicted traffic increase would require an additional 106 parking spaces, whereas only 41 additional spaces can be provided, noting that the existing parking facility is fully utilized during peak periods. Accordingly, the use of the property will be subject to restrictions governing concurrent use of the facilities as part of site plan approval, which will effectively limit the amount of additional peak hour traffic that will be generated. All nonresidential facilities in the Town are subject to code enforcement action should the number of parked cars exceed the number of legal parking spaces onsite.

- ❖ Staff suggested that the SFHT consider closing the SW 130th Avenue driveway to departing traffic after large events, which would address residents' existing complaint that departing traffic clogs SW 130th Avenue and disobeys the stop sign posted at the exit. SFHT has not accepted this recommendation.

Note: The adequacy of the existing left turn lane on Griffin Road will be reevaluated by Broward County Highway Construction and Engineering Division at the time of platting.

- (ii) *Resident(s) stated that some vehicles seeking to enter the temple facility via SW 130th Avenue inadvertently miss the entrance, and turn around in residents' driveways, representing an intrusion into the residential neighborhood.*

The SFHT is proposing new signage adjacent to the SW 130th Avenue entrance that should decrease the number of missed turns into the facility (see No. 10 for further discussion). Residents objected to additional ground signs, so the SFHT has agreed that no new ground sign will be permitted unless the SFHT presents the Town Council with a specific signage proposal that is of a size and design that is acceptable to the Town Council, after review and comment by residents of SW 130th Avenue and SW 52nd Street.

- (iii) *Resident(s) stated that SFHT should hire BSO traffic details to ensure that exiting vehicles obey the stop sign, and to smooth traffic operations.*

SFHT responded that it provides active traffic management during special events where traffic exceeds weekly levels and off-site parking and shuttles are utilized, but does not believe that it is warranted during weekly peak traffic periods.

- ❖ It is noted that at the time of county plat approval in 1996, the county commission specifically relied on SFHT's commitment on the record that it would hire police to direct traffic if "traffic becomes an impact to the area" (specifically referencing SW 130th Avenue). Based upon resident's complaints in response to the rezoning application, the Town Council could find that peak weekly traffic has become an impact to the neighborhood. Although this representation from 1996 itself is not enforceable, the Town Council may consider this representation in its evaluation of the application for rezoning and expansion of the SFHT.

- (iv) *Resident(s) stated that the SW 130th Avenue driveway into the temple facility is not secondary in terms of traffic volume.*

The original Town staff report characterized the SW 130th Avenue entrance as being secondary in relation to the Griffin Road entrance, given its location on a residential side street and not an arterial roadway. This characterization may not be accurate based upon the distribution of traffic using the two (2) driveways. In the absence of professionally acceptable traffic counts at both driveways, the determination as to which driveway is primary and which is secondary in terms of traffic volumes cannot be made.

- (v) *Resident(s) stated a concern that traffic generated by the expansion will use the existing residential driveway within the rezoning/expansion property, as SFHT traffic already does use this driveway.*

SFHT has already agreed, as part of its voluntary declaration of restrictive covenants ("DRC"), that the residential driveway will be closed to all but emergency vehicle access. All terms of the DRC are enforceable as code requirements, and are subject to additional enforcement remedies set forth in the DRC.

2. Parking.

- i. *Resident(s) stated a concern that parking in the 130th Avenue swale will get worse if the SFHT expands, as it is adding a relative few parking spaces compared to the size of the proposed building.*

SFHT closed the gap in the hedge in response to earlier complaints, and will install a 6-foot ornamental fence with landscaping that will prevent direct access to the preferred east entrance via SW 130th Street. Furthermore, as a condition of site plan approval, SFHT will not be permitted to schedule events and activities in the two buildings that would at any time require a greater number of parking spaces than are available. Again, "overparking" (more cars than legal spaces) is a ULDC violation and is subject to Town enforcement.

SFHT has installed two (2) "No Parking" signs on the west side of SW 130th, and is required to install four (4) more pursuant to the terms of the DRC, including the east side of the street. All signs will be required to conform to the specifications of standard roadway traffic control signs and include towing language.

- 3. Special events.** *Resident(s) stated a concern about disruptive noise and traffic during special events. A bloodmobile parked on the 130th Avenue swale was also mentioned.*

SFHT has agreed in the DRC not to hold any outdoor activity on the community center parcel unless the Town has issued a special event permit. The frequency and duration of outdoor special events is limited by Sec. 035-040 to six (6) events annually. SFHT is required, as a condition of an outdoor event permit for the existing Temple property, to provide for traffic direction and off-site parking.

4. **Construction access.** *Resident(s) commented that construction equipment and related traffic should not be allowed to use 130th Avenue to access the proposed community center construction site.*

The residents' concern appears to be the potential for enduring a prolonged period of construction traffic, perhaps spanning years, should construction progress be tied to ongoing fundraising for each new phase of building and site construction. To address the concern, SFHT has agreed in the DRC to direct construction traffic to use the Griffin Road entrance to the facility unless use of the rezoning parcel driveway is necessary for the safety of congregants during Temple services and events (i.e. at defined times when construction typically does not take place). In order to further address the concern, the opaque gate that SFHT is required to construct (before issuance of building permits for the new community center) must remain closed when not being used for ingress and egress of construction equipment.

5. **Scale of new building.** *Resident(s) stated a concern that the proposed community center building will be larger and higher than the code would allow for a residential structure, and it will look institutional.*

A two-story single-family residence on the subject property can currently be built to exceed 18,000 square feet in area and up to 35 feet in height with a 50-foot front setback and 25-foot side setback. SFHT is proposing to construct 11,200 square feet under roof with a partial second story (25% of the total building area), maximum height of 28 feet, an 81.5-foot front setback, and a 50-foot south side setback.

Staff requested that SFHT consider giving at least the second story of the community center building a residential appearance, using design techniques to reduce the mass of the second story and use a residential-style hip or gable roof. Discussion ensued, and SFHT resisted such a stipulation because of the vagueness of "residential appearance" and a concern that culturally significant aspects of its architecture could be compromised.

However, subsequent to the March 7, 2013 public hearing, SFHT determined that it would reduce the size of the second story from 5,600 square feet to 2,800 square feet and instead increase the building footprint to make up the difference. This revised building massing is more consistent with that of a large single-family residence.

6. **Landscape buffer design.** *Resident(s) stated that they should have input on the design of the buffer (some feel that it is insufficient; some commented that the drainage retention ponds that would be located behind the masonry wall won't benefit the residents because they won't be able to see it, and some residents did not want an 8-foot wall along SW 130th Avenue).*

The landscape buffer design is subject to site plan approval by the Town Council. Residents will be able to review and comment on the proposed buffer design and materials at that time. In response to resident comments, SFHT is substituting an ornamental metal fence for the masonry wall along SW 130th Avenue, and limiting its height to 6 feet, and reducing the height of the future wall on the south property line from eight (8) feet to six (6) feet.

- 7. Lighting.** *Resident(s) are concerned that the site lighting will be brighter than would be permitted in a residential area.*

Lighting fixtures must be full cut-off (shielded on all four sides) and set back at least 50 feet or twice the height of the fixture (an incentive for lower fixtures). All existing lighting must also come into compliance with code requirements for cut-off fixtures prior to issuance of a building permit for the community center building.

- 8. Patio activity.** *Resident(s) complained that the covered patio behind the temple building is used as a place of frequent congregation, including music.*

The covered patio was approved and constructed for outdoor congregation. During several site visits to SFHT, staff observed gatherings on the patio, although noise was either not audible or minimally audible from the street.

- 9. Further expansion.** *Resident(s) are concerned that SFHT can continue to expand into their neighborhood. Resident(s) are concerned that the SFHT is growing into a regional facility that is beyond the scale that the SFHT represented to county government officials when it was originally approved.*

SFHT clearly is, and will be, a larger facility than was originally represented to the Broward County Board of County Commissioners when it obtained approvals in 1996. Several residents of SW 130th Avenue attended one or more of the Commission public hearings and recall these representations, however the representations were not binding upon the property.

The proposed expansion would bring the total site area to 4.6 acres. The Comprehensive Plan limits the size of community facilities to five (5) acres in area, meaning that SFHT could still potentially acquire an additional 0.4 acre for further expansion. Any future building expansion within the existing 4.6 acres of SFHT property would be subject to Town Council amendment of the DRC.

- 10. Additional signage.** *Resident(s) do not want additional temple identification signage on 130th Avenue.*

SFHT is not permitted to erect a monument or other ground sign along SW 130th Avenue pursuant to the DRC unless the Town Council approves the sign based upon its size, design and placement, after considering the input of residents living on SW 130th Avenue and SW 52nd Street. The Town Council may decline to approve a ground sign, and instead allow an alternative sign such as a sign attached to a perimeter fence column.

- 11. Taxes.** *Resident(s) are concerned that the rezoning will remove the proposed community center parcel from the tax rolls.*

The rezoning subject property is already owned by the SFHT, and already receives a property tax exemption as a not-for-profit entity.

- 12. Property values.** *Resident(s) are concerned that the SFHT expansion will lower their property values because of the expansion deeper into their neighborhood.*

The lowering of property value is a common concern among residential property owners when a rezoning is proposed. There are land uses and aspects of development design (height, setbacks, design, access location, etc.) that are incompatible with single-family residential neighborhoods that can be expected to reduce property values.

A place of worship is not a land use that is presumptively incompatible with a single-family neighborhood, and in some contexts, is seen as a desirable amenity. This is one reason that the land use plans of Broward County and its municipalities permit community facilities within the low-density residential land use plan designations. Compatibility of a place of worship with an adjacent single-family neighborhood in a quasi-suburban setting is largely determined by the juxtaposition and orientation of the facility to the neighborhood, physical scale of the buildings in relation to their distance from property lines and extent of buffering, the size of the principal assembly area—which correlates to the amount of traffic that can be potentially generated, access locations, building design, the amount of landscaping (and maintenance thereof), and the concentration of community facilities in an area.

For these reasons, the Town limits the size of a place of worship and most other community facilities to five (5) acres, restricts their location to arterial road frontages, limits their access to arterial roads (unless the facility pre-existed the adoption of these requirements), restricts maximum height to thirty-five (35) feet and Floor Area Ratio to 0.25, requires a 50-foot yard abutting residential zoning and use, prohibits day care centers and schools, and requires dispersal of community facilities within the Town.

All of the preceding protections and limitations do not guarantee that residential property values will be unaffected by the location of a place of worship. In the case of SFHT, the facility already exists, and an incremental yet significant expansion is proposed. The expansion does extend approximately one-third further into the adjacent neighborhood. As a result, SFHT has made several commitments intended to offset any impact the expansion would have on the neighborhood, including building height, building placement, massing design, screening and buffering, use, signage, and lighting. Compatibility with adjacent uses is one of the criteria for evaluating whether or not to grant a petition for rezoning. Staff finds that the restrictions and commitments that are set forth in the DRC and Conceptual Site Plan substantially address the compatibility of the proposed expansion with the neighborhood, and should improve certain existing conditions by virtue of improvements that SFHT is committing to make. Nevertheless, Staff does not have sufficient information to determine whether or not the expansion will reduce the values of abutting and adjacent properties.

Fiscal Impact

N/A

Staff Contact

Jeff Katims, AICP, CNU-A – Deputy Town Planner

Previous Agenda Backup from first and second readings in 2013



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
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Town
Jeff Nels
Steve Breitreuz, V
Doug McKay, Coun
Freddy Fisikelli, Coun
Gary Jablonski, Coun

Andy Berns, Town A
Keith M. Poliakoff, T
Erika Gonzalez-Santamaria, CMC
Martin D. Sherwood, CPA CGFO, Town Financial A

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: The Mellgren Planning Group

DATE: March 7, 2013

**SUBJECT: REZONING APPLICATION No. RZ-017-12
SOUTH FLORIDA HINDU TEMPLE**

Previous Action

The Town Council approved Application No. RZ-017-12 on February 7, 2013, subject to the conditions in the staff report, with the following additional stipulations that the petitioner has now incorporated into the declaration of restrictive covenants, attached.

- Increase the height of the perimeter wall from 6 feet to 8 feet.
- Emergency access gate to be opaque.
- Existing house shall be used only for storage upon rezoning.
- Town shall have the right to inspect the existing house to ensure it is being used only for storage as of March 1, 2013.
- Temple shall remove all exotic trees under the power lines by June 1, 2013.

Issue

The applicant is requesting rezoning of a 1.06 acre property located immediately south of the South Florida Hindu Temple, from RE, Rural Estate District, to CF, Community Facility District.

Background

The subject property ("Property") is located on the west side of SW 130th Avenue, approximately 700 feet south of Griffin Road. The Property is owned by the South Florida Hindu Temple ("Applicant") and lies directly south of the Community Worship Center plat, also owned by the Applicant. The Property contains one single-family residence on 1.06 net acres, is zoned RE, Rural Estate District, and is designated Rural Estate on the Future Land Use Map. Adjacent parcels are zoned RE and contain single family homes to the south and east, and vacant land to the west. The north side of the Property is contiguous to the existing worship center parcel, which is zoned CF, Community Facility District, and designated Rural Estate on the Future Land Use Map.

The Applicant originally filed for rezoning and proceeded to a public hearing in 2009. The Applicant requested an indefinite tabling after the close of the public hearing in order to consider and address feedback from the public and the Town Council. Feedback generally pertained to potential impacts the rezoning could have on the neighborhood. That application did not include a conceptual plan, impact statement, or Unity of Title Agreement as the current application does, all of which address potential impacts. At the same hearing, the Applicant also requested a site plan modification to allow several modular storage buildings at the existing worship center site. The Applicant tabled the site plan application as well and is no longer requesting the modular buildings.

APPLICATION DETAILS AND ANALYSIS

The Applicant's new application for rezoning includes a conceptual site plan, a Unity of Title Agreement for the Property and the existing worship center, and a voluntary Declaration of Restrictive Covenants. Approval of the rezoning would allow the Temple to use the Property to expand their facilities with the addition of a new community center building, which would house areas for religious instruction, cultural events, administrative offices, the priest's living quarters, restrooms and storage. All other uses, including day care or academic instruction, would not be permitted. The full site, containing both the north and south parcels, would contain a total of 4.6 net acres; less than the 5.0-acre maximum acreage limitation in the Community Facility District.

The Town of Southwest Ranches Unified Land Development Code (ULDC) requires that properties in the CF District have frontage on, and access to, certain roads on the Town's perimeter, including Griffin Road. The primary access to the site is from Griffin Road, with an already existing secondary entrance at SW 130th Avenue. There is an existing driveway currently used for the south parcel, which will be gated and used for emergency access only.

In order to comply with the requirement of having frontage on Griffin Road, the Applicant has executed a Unity of Title Agreement to merge the two properties. The combined site will contain the main Temple building, the proposed community center building, and a shared parking lot and playground.

Improvements

The Applicant's conceptual site plan indicates future improvements on the combined properties. The existing single-family residence on the Property, which is the subject of this rezoning application, would be replaced with a two-story community center building totaling not more than 11,400 square feet in building area. The existing worship center consists of a single-story 11,130 square feet building; the sum of both structures would be less than the maximum allowed floor area in the CF District (approximately 50,000 square feet for the combined properties). The maximum allowed lot coverage would not be exceeded with the addition of the proposed community center building. The conceptual plan also shows an extension of the existing parking lot, with additional spaces to provide parking for the proposed community center. Currently, 41 new parking spaces are being provided; however, this number will be evaluated once specific floor plans of the proposed building are submitted with the site plan application. A new walkway connecting the east entrance of the worship center to the northern parking lot will be added, which is a requirement set forth by the previous rezoning and site plan applications for this site. The site will also feature a new open playground area south of the worship center, and two retention ponds east of the proposed community center building. The ponds will also provide a natural open space buffer from street view and the residential uses on the east side of SW 130th Avenue. Central Broward Water Control District will review the retention ponds at time of site plan approval. The existing dumpster enclosure will be relocated in compliance with setback requirements. An existing walkway that provides pedestrian access from Griffin Road will be removed to allow for additional grassed landscape buffering on the west side of the existing facility.

Perimeter Buffer

The Applicant agreed to erect a buffer along the south, east and west property lines. The buffer along the east property line (SW 130th Avenue) will extend the full frontage of the subject Property and will continue along SW 130th Avenue to the general location of the existing driveway into the worship center parcel. Subject to approval by the Town Council, the buffer will include a masonry wall or decorative pre-fabricated panel wall with columns, six (6) feet in height, uninterrupted except for vehicular driveways. Two rows of shade trees will be planted, with one row interior to the wall, and the other row on the outside of the wall, unless waived in writing by the owners of the abutting properties to the south and west. The SW 130th Avenue buffer will contain both rows of shade trees, and will include a continuous hedge on the outside of the wall.

Note that there is a utility easement along the west side of the existing worship parcel, which requires authorization from the applicable utilities in order for the wall to encroach. Similarly, installation of the trees along the outside of the west side wall may require authorization and acceptance from the adjoining property owner. The Applicant has agreed to make diligent efforts to obtain such authorizations as may be necessary to install the west side buffer.

The Applicant has agreed that no building permit shall be issued for any demolition or construction on the Property (south parcel) other than for the perimeter buffer, unless the full buffer along the south and SW 130th Avenue property lines will have been installed and approved on final inspection by the Town at least ninety (90) days prior to issuance of the permit. The Applicant has also stipulated that the buffer along the west property line shall be installed and approved on final inspection by the Town prior to the earlier of: 1) issuance of a certificate of occupancy for the community center building; or 2) one hundred twenty (120) days from the date the Town mails a notice to South Florida Hindu Temple that the adjacent property owner has submitted a site plan application; provided that failure to complete the buffer and receive final inspection within said one hundred twenty (120) days will be a violation of the terms of conceptual site plan approval, and will be prosecutable as a violation of the Town's Code.

Use

The Applicant has agreed that use of the existing single-family dwelling for living quarters will cease immediately upon rezoning; any continued use of the existing dwelling must be passive (e.g. storage), and there shall be no use of the building that would require a change of occupancy under the Florida Building Code. The driveway currently used for the existing dwelling will be closed except for emergency access and for construction use only while a valid building permit is in effect.

The proposed community center building will be used for cultural event gatherings, religious instruction (but not day care or academic instruction), priest's living quarters (not to exceed 1,500 square feet), administrative offices, restrooms, and storage. Other uses, including day care, will not be permitted. Outdoor activities must first be authorized by issuance of a Town Special Event Permit, and no outdoor event will be permitted on the Property until the perimeter landscape buffer and wall previously described has been installed and has passed final inspection by the Town.

Lighting and Signage

Any lighting of the parking lot will require that the fixtures are located a minimum of fifty (50) feet from the south and west property lines, or set back a distance equal to at least twice the height of the fixture if closer than fifty (50) feet. All fixtures must comply with the outdoor lighting restrictions of the ULDC.

The Temple currently has a single ground sign facing Griffin Road. The Applicant has stipulated that there will be no additional ground signage along SW 130th Avenue. A single sign may be permitted at the existing entrance on SW 130th Avenue, either on the buffer wall or at the top of the proposed wrought iron gate to the parking lot.

Note that both lighting and signage are subject to Town Council approval as part of a site plan review.

Considerations for Request

Consideration of a rezoning request must be in conjunction with the criteria contained in Section 130-030 of the Unified Land Development Code (ULDC). 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.

- (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.
 - (2) The proposal is not in the public's best interest and it only benefits the property owner.
 - (3) The proposed zoning request violates the Town's Comprehensive Plan.
 - (4) The proposed change will result in an isolated district unrelated to adjacent or nearby districts.

If the Town Council finds that the rezoning request does not meet the foregoing criteria above, 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.
 - (2) That there exists changed or changing conditions that make approval of the request appropriate.
 - (3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.
 - (4) That the request would advance a public purpose, including but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.
- (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.
 - (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.
 - (3) That the anticipated impact of the application would not create an adverse impact upon public facilities such as schools and streets.

Fiscal Impact

N/A

Staff Contact

Jeff Katims, AICP, CNU-A – Deputy Town Planner

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

February 7, 2013

SUBJECT: Rezoning application RZ-017-12

ADDRESS: 5000 SW 130th Avenue
Southwest Ranches, FL 33330

LOCATION: Generally located on the west side of SW 130th Avenue, approximately 700 feet south of Griffin Road

APPLICANT: South Florida Hindu Temple
13010 Griffin Road
Southwest Ranches, FL 33330

AGENT: Dilip Nersian, Secretary
South Florida Hindu Temple, Inc.

REQUEST: FROM: RE, Rural Estate District

TO: CF, Community Facility District

PUBLIC NOTICE: Ad in the *Sun-Sentinel*, sign posting, mail notice

EXHIBITS: Staff Report, Aerial Photograph, Conceptual Site Plan, Unity of Title, Declaration of Restrictive Covenants, notification map and mailing label list, and Lobbyist Registration and Ethics Form for applicant and agent

BACKGROUND

The subject property ("Property") is located on the west side of SW 130th Avenue, approximately 700 feet south of Griffin Road. The Property is owned by the South Florida Hindu Temple ("Applicant") and lies directly south of the Community Worship Center plat, also owned by the Applicant. The Property contains one single-family residence on 1.06 net acres, is zoned RE, Rural Estate District, and is designated Rural Estate on the Future Land Use Map. Adjacent parcels are zoned RE and contain single family homes to the south and east, and vacant land to the west. The north side of the Property is contiguous to the existing worship center parcel, which is zoned CF, Community Facility District, and designated Rural Estate on the Future Land Use Map.

The Applicant originally filed for rezoning and proceeded to a public hearing in 2009. The Applicant requested an indefinite tabling after the close of the public hearing in order to consider

and address feedback from the public and the Town Council. Feedback generally pertained to potential impacts the rezoning could have on the neighborhood. That application did not include a conceptual plan, impact statement, or Unity of Title Agreement as the current application does, all of which address potential impacts. At the same hearing, the Applicant also requested a site plan modification to allow several modular storage buildings at the existing worship center site. The Applicant tabled the site plan application as well and is no longer requesting the modular buildings.

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In order to comply with the requirement of having frontage on Griffin Road, the Applicant has executed a Unity of Title Agreement to merge the two properties. The combined site will contain the main Temple building, the proposed community center building, and a shared parking lot and playground.

Improvements

The Applicant's conceptual site plan indicates future improvements on the combined properties. The existing single-family residence on the Property, which is the subject of this rezoning application, would be replaced with a two-story community center building totaling not more than 11,400 square feet in building area. The existing worship center consists of a single-story 11,130 square feet building; the sum of both structures would be less than the maximum allowed floor area in the CF District (approximately 50,000 square feet for the combined properties). The maximum allowed lot coverage would not be exceeded with the addition of the proposed community center building. The conceptual plan also shows an extension of the existing parking lot, with additional spaces to provide parking for the proposed community center. Currently, 41 new parking spaces are being provided; however, this number will be evaluated once specific floor plans of the proposed building are submitted with the site plan application. A new walkway connecting the east entrance of the worship center to the northern parking lot will be added, which is a requirement set forth by the previous rezoning and site plan applications for this site. The site will also feature a new open playground area south of the worship center, and two retention ponds east of the proposed community center building. The ponds will also provide a

natural open space buffer from street view and the residential uses on the east side of SW 130th Avenue. Central Broward Water Control District will review the retention ponds at time of site plan approval. The existing dumpster enclosure will be relocated in compliance with setback requirements. An existing walkway that provides pedestrian access from Griffin Road will be removed to allow for additional grassed landscape buffering on the west side of the existing facility.

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- (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.
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 - (3) The proposed zoning request violates the Town's Comprehensive Plan.
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If the Town Council finds that the rezoning request does not meet the foregoing criteria above, 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.
- (2) That there exists changed or changing conditions that make approval of the request appropriate.
- (3) That substantial reasons exist why the property cannot be used in accordance with the existing zoning.
- (4) That the request would advance a public purpose, including but not limited to, protecting, conserving, or preserving environmentally critical areas and natural resources.

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

STAFF RECOMMENDATION

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item while considering the voluntary stipulations provided by the Applicant and the following conditions:
 - a. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

- b. The Declaration of Restrictive Covenants and Unity of Title are subject to Town Attorney as to form.
- c. No building permit shall be issued for the Property until a plat has been processed and recorded, and site plan approved by the Town.

ORDINANCE NO. 2014 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE REZONING OF APPROXIMATELY 1.06 ACRES FROM RURAL ESTATE DISTRICT TO COMMUNITY FACILITY DISTRICT, GENERALLY LOCATED 600 FEET SOUTH OF GRIFFIN ROAD ON THE WEST SIDE OF SW 130TH AVENUE, MORE PARTICULARLY DESCRIBED AS THE SOUTH 173.00 FEET OF THE NORTH 844.00 FEET OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 40 EAST, LYING SOUTH OF SOUTH NEW RIVER CANAL, LESS THE EAST 2631.70 FEET AND LESS THE WEST 2331.66 FEET, LESS THE EAST 50.00 FEET THEREOF (SOUTH FLORIDA HINDU TEMPLE, 5000 SW 130TH AVENUE, APPLICATION #RZ-017-12); PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Florida Hindu Temple, Inc. is the owner of the subject property ("Property"), described in Exhibit "A" attached hereto and incorporated herein by reference, has petitioned the Town of Southwest Ranches for a change in the zoning designation for the property from Rural Estate to Community Facility District; and

WHEREAS, the Town Council of the Town of Southwest Ranches, has held two duly advertised public hearings on this rezoning in accordance with Florida law; and

WHEREAS, the property owner has voluntarily proffered, as part of the application for rezoning, certain restrictions and limitations upon the use and development of the Property, attached hereto and incorporated herein by reference as Exhibits "B" and "C"; and

WHEREAS, these restrictions and limitations are intended to maximize the compatibility of such use and development with adjacent properties and to help protect the Town's rural character and lifestyle; and

WHEREAS, the Town Council finds that the application is consistent with the adopted Comprehensive Plan, and satisfies the criteria for the consideration and approval of rezoning applications set forth in the Town of Southwest Ranches Unified Land Development Code.

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

Section 1: Recitals. 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: Zoning change. That in consideration of the proffered restrictions and limitations, attached hereto and incorporated herein by reference as Exhibits "B" and "C", the Town hereby finds that the rezoning is consistent with the Town's Unified Land Development Code and that the zoning map designation of the property described in Exhibit "A", attached

Ordinance No. 2014-____

hereto and incorporated herein by reference, is hereby amended and changed from Rural Estate to Community Facility.

Section 3: Map amendment and recordation. That the Town Administrator or designee shall, immediately following the effective date of this Ordinance, cause this Ordinance to be recorded in the Public Records of Broward County, Florida, and shall cause the Town of Southwest Ranches Official Zoning Map to be updated to reflect this amendment.

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

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

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

PASSED ON FIRST READING this 7th day of February, 2013 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of ____, 2014, on a motion made by _____ and seconded by _____.

Nelson _____
Jablonski _____
Fisikelli _____
Breitkreuz _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
ACTIVE: 4462600_1

Ordinance No. 2014-____

EXHIBIT "A"

The South 173.00 feet of the north 844.00 feet of Section 26, Township 50 South, Range 40 East, lying south of the South New River Canal, less the east 2631.70 feet and less the west 2331.66 feet; less the east 50 feet thereof. (Broward County Property Appraiser Tax Folio Number 504026000174).

Ordinance No. 2014-____

EXHIBIT “B”
Unity of Title Agreement

(Attached)

Ordinance No. 2014-____

EXHIBIT “C”

Declaration of Restrictive Covenants

(Attached)

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To:

Name: Town of Southwest Ranches.

Address:
13400 Griffin Road
Southwest Ranches, Florida 33330

This Instrument Prepared by:
Juan Carlos Arteaga, AIA, NCARB.
A&A Architect, Inc.
Architecture, Urban Planning, Construction
2864 Oakbrook Drive
Weston, Florida 33332

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ____day of _____, 2014 by South Florida Hindu Temple, Inc., a Florida non-profit organization, with a principal address of 13010 W Griffin Road, Town of Southwest Ranches, FL 33330 ("Declarant"); and

WITNESSETH:

WHEREAS, Declarant owns and operates a place of worship, zoned Community Facility District (“CF”), located on 3.548 acres legally described in **Exhibit “A”**, attached hereto and made a part hereof (the “Worship Center Plat”); and

WHEREAS, Declarant also owns a property of approximately 1.056 acres of land, zoned Rural Estate District (“RE”) and containing a single-family dwelling, legally described in **Exhibit "A-1"**, attached hereto and made a part hereof (the "Annex Parcel"); and

WHEREAS, Declarant has submitted an application to the Town of Southwest Ranches, a Florida municipal corporation (“Town”) to rezone the Annex Parcel from RE to CF in order to construct a community center building for its congregation (the “Application”); and

WHEREAS, the Declarant has proffered a Unity of Title Agreement to the Town, which upon rezoning of the Annex Parcel, will combine and unify the title of the Annex Parcel with that of the Worship Center Plat for a total unified site area of 4.6 acres (“the Unified Property”); and

WHEREAS, the Applicant has proffered a conceptual site plan, attached as **Exhibit "B"**, hereto and made a part hereof ("Conceptual Plan"); and

WHEREAS, Declarant has voluntarily offered to enter into this Declaration to place restrictions on the use and development of the Unified Property in connection with the Application as soon as the application is approved.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Unified Property shall be owned, held, used, and occupied subject to the covenants, restrictions, and regulations hereinafter set forth.

1. **Recitations.** The recitations set forth above are true and correct and are incorporated into this Declaration by this reference.
2. **Conceptual Plan.** The Unified Property shall be developed only in accordance with the Conceptual Plan attached hereto and incorporated herein as Exhibit “B”. Development shall be subject to all requirements of the Town of Southwest Ranches Unified Land Development Code (“ULDC”), which may affect the amount, location or configuration of development depicted on the Conceptual Plan. The textual landscaping and screening stipulations herein prevail over the generalized depictions of same shown on the conceptual plan.
3. **Interim Use of Annex Parcel; Inspections.** The use of the existing single-family dwelling on the Annex Parcel for living quarters shall cease immediately upon rezoning of the Annex Parcel. The use of the building shall thereafter be limited to accessory passive storage use only by the Declarant until such time as the building is demolished. No other use of the Annex Parcel shall be permitted until the Town issues a

Certificate of Occupancy for the new community center building. The Town of Southwest Ranches is hereby authorized to inspect the building from time to time to ensure compliance with this paragraph.

4. Permanent Community Center Use of Annex Parcel. Use of the Annex Parcel is permitted only by the owner of the Unified Property, including its congregation membership, and only for the following specified uses in connection with the worship use of the Worship Center Plat and legal occupancy of a new community center building: gathering for cultural events, religious instruction (but not day care or academic instruction), priest’s living quarters (not to exceed 1,500 square feet), administrative offices, restrooms, and storage. Any use not specifically listed above is prohibited. Furthermore, no part of the Unified Property shall be leased, and no part shall be utilized by other than the owner of the Unified Property. Notwithstanding the above permitted use, outdoor gatherings within the Annex Parcel shall be prohibited unless the Town has issued an Outdoor Event Permit for the gathering.

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5. Perimeter Buffer. Declarant shall erect a buffer along the south, east and west property lines. The buffer along the east property line shall extend the full frontage of the Annex Parcel and at least the portion of the Worship Center Plat south of the SW 130th Avenue parking lot entrance. The buffer shall be erected as shown on the Conceptual Plan, and shall contain the following elements:

- a. *Wall.* An unpierced masonry wall or decorative pre-fabricated panel wall with columns, subject to approval by the Town Council of the Town of Southwest Ranches (“Town Council”), six (6) feet in height along the south and west property lines, and a decorative/ornamental metal fence (ex: aluminum or wrought iron picket) along the SW 130th Avenue frontage of the Worship Center Plat. The fence shall be continuous and unpierced, except for an emergency access gate as shown on the Conceptual Plan. Said access gate shall be six (6) feet in height and shall be opaque. Any masonry wall shall be finished with two (2) courses of stucco and shall be painted a neutral color. Any pre-fabricated panel wall with columns can be of a stamped, colored and texture-treated variety so as to appear site-built of stone or a design approved by the Town Council.
 - i. Since a utility easement exists in between the existing parking lot of the Worship Center Plat and the west property line, Declarant shall request approval from all applicable utilities to allow the wall to encroach within the easement. In the event that the encroachment request is denied, Declarant shall diligently request an easement within the adjoining vacant property to construct and maintain the wall upon said property.
- b. *Exterior trees.* A row of shade trees planted thirty (30) feet on center, located exterior to the wall. This requires that the wall be set back from the property lines in order to accommodate the landscaping regardless of any depictions to the contrary on the Conceptual Plan. Alternatively, along the south and west property lines:
 - i. The Declarant may obtain permission from abutting property owners to locate the landscaping on said properties; or
 - ii. The Declarant can obtain a written waiver from said abutting property owners for the landscaping otherwise required to be placed exterior to the wall facing private property. Any such waiver shall include an acknowledgement by the applicable property owner as to the development plans for the Annex Parcel.
- c. *Interior trees.* A second row of shade trees staggered with the first row, planted thirty (30) feet on center on the interior side of the wall along the south and east (SW 130th Avenue) property lines.
- d. *Exterior hedge.* A continuous hedge shall be planted on the SW 130th Avenue side of the wall and shall be maintained at a height of at least four (4) feet once mature.
- e. *Compliance with ULDC.* All landscape materials and their installation shall comply with the requirements of the ULDC.
- f. *Timing.* No building permit shall be issued for any demolition or construction on the Annex Parcel other than the perimeter buffer, unless the full buffer along the south and SW 130th Avenue property lines shall have been installed and approved on final inspection by the Town at least ninety (90) days prior to issuance of the permit. The buffer along the west property line shall be installed and approved on final inspection by the Town prior to the earlier of: 1) issuance of a certificate of occupancy for the community center building; or 2) one hundred twenty (120) days from the date the town mails notice to SFHT that the adjacent property owner has submitted a site plan application; provided that failure to complete the buffer and receive final inspection within said one hundred twenty (120) days shall be a violation of the terms of conceptual site plan approval, and shall be prosecutable as a violation of the Town’s Code.

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6. Removal of exotic vegetation. Declarant shall remove all exotic vegetation within all utility easements and under all power lines no later than August 1, 2014. Declarant is responsible for obtaining a Town tree removal permit prior to commencement of this activity.

7. Parking lot lighting. Any new parking lot lighting poles or fixtures shall either be located a minimum of fifty (50) feet from the south and west property lines, or the fixtures shall be set back a distance

equal to at least twice the height of the fixture. All fixtures shall comply with the outdoor lighting restrictions of Article 95 the ULDC. Furthermore, all existing lighting within the Unified Property shall be brought into full compliance with the outdoor lighting restrictions of Article 95 of the ULDC, as required in Sec. 095-050 prior to issuance of a building permit for the proposed community center building.

8. Use of existing driveway on Annex Parcel. The existing driveway on the Annex Parcel shall not be utilized—and the opaque gate across the driveway shall remain in a closed position—except for emergency ingress and egress, and when necessary for the ingress and egress of construction equipment only while a valid building permit is in effect. Declarant agrees to consistently direct construction-related traffic to use the Griffin Road driveway for ingress and egress, except during Temple activities and events when use of the Annex Parcel driveway is necessary for the safety of Temple congregants on the Worship Center Plat premises.

9. Signage. There shall be no ground signage along SW 130th Avenue unless approved by the Town Council at an advertised public hearing after mail notification to each owner of property that accesses either SW 130th Avenue or SW 52nd Street. A freestanding wall sign without changeable copy for “South Florida Hindu Temple”, of a size and design that is determined to be acceptable by the Town Council, shall be permitted in lieu of ground signage at the SW 130th Avenue entrance to the Worship Center Plat, subject to the requirements of Article 70 and clear sight distance requirements.

10. No parking on swale. Declarant shall erect at least three (3) metal “no parking” signs on standard metal posts in the SW 130th Avenue swale on each side of the street with Town “tow-away” signage. Declarant shall obtain approval and permits from Town Engineer prior to installation of signs.

11. Unity of Title. The Unified Property is subject to a Unity of Title recorded in Official Records Book _____, at Page _____ amongst the Public Records of Broward County, Florida. Accordingly, the Unified Property shall be owned and developed by a single owner including, but not limited to, an individual, partnership, corporation, limited liability company, trust or other person or legal entity.

12. Maintenance of the Unified Property. The Unified Property shall be maintained, operated and managed by the Declarant, its successors and/or assigns, in accordance with all applicable governmental laws, rules, ordinances, regulations and code provisions; provided, however, Declarant, its successors and/or assigns, shall be permitted to assign its obligations to maintain, operate and manage the Unified Property to a property association, or a management company.

13. Amendments. This Declaration shall not be modified, amended, released or terminated, except by written instrument, executed by the then owner or owners of the Unified Property, and by Resolution of the Town Council.

14. Recordation and Effective Date. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the sole cost and expense of the Declarant, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees, successors and/or assigns until released as provided for herein. This instrument shall not become effective and shall not be recorded in the Public Records of Broward County, Florida until after approval by the Town of the Application, changing the zoning of the Annex Parcel from RE to CF.

15. These covenants and restrictions during their lifetime shall be for the benefit of, and limitation upon all present and future owners of the Unified Property and for the public welfare.

16. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

17. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions there under or the terms and provisions of this Declaration.

18. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

19. This Declaration shall be construed and shall be enforced in accordance with the laws of the State of Florida in the courts of Broward County, Florida.

20. The prevailing party in any action or suit pertaining to or arising out of enforcement of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the

Court may adjudge to be reasonable for costs and attorney’s fees. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

21. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants on the day first above written.

WITNESSES:

South Florida Hindu temple, Inc., a Florida
Non-profit organization

Print Name: _____	By: _____
_____	Print Name: _____
	Title: _____
	Address: _____
Print Name: _____	_____
_____	_____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 2014, by _____, the _____ of South Florida Hindu Temple, Inc., a Florida non-profit organization, freely and voluntarily under authority vested in him/her by said corporation. He/She is personally known to me or has produced as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires: _____

EXHIBIT"A"

"Community Worship Plat"

Tract "A" of the Community Worship Center, according to the plat thereof, as recorded in Plat Book 161, Page 39 of the Public Records of Broward County, Florida.

Together with:

EXHIBIT"A-1"

"Annex Parcel"

The South 173.00 feet of the north 844.00 feet of Section 26, Township 50 South, Range 40 East, lying south of the South New River Canal, less the east 2631.70 feet and less the west 2331.66 feet (Broward County Property Appraiser Tax Folio Number 504026000174).

EXHIBIT "B"

CONCEPTUAL SITE PLAN

[11788521.1](#)

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LEGAL DESCRIPTION:

TRACT "A", COMMUNITY WORSHIP CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 161, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE SOUTH 173.00 FEET OF THE NORTH 844.00 FEET OF SECTION 26, TOWNSHIP 50 SOUTH, RANGE 40 EAST, LYING SOUTH OF SOUTH NEW RIVER CANAL, LESS THE EAST 2631.70 FEET AND LESS THE WEST 2331.66 FEET; LESS THE EAST 50.00 FEET THEREOF.

SAID LAND LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 200.695 SQUARE FEET (4.607 ACRES), MORE OR LESS

ZONING DATA

EXISTING ZONING DISTRICT:
RURAL ESTATE

PROPOSED ZONING DISTRICT:
COMMUNITY FACILITY

JUSTIFICATION: THE PLAT SOUTH OF THE COMMUNITY FACILITY DISTRICT BELONGS TO THE SAME OWNER BY ANNEXING THIS LOT TO THE FACILITY PROVIDES A MUCH BETTER BUFFER BETWEEN THE COMMUNITY FACILITY DISTRICT ZONED EXISTING LOT AND THE RURAL ESTATE DISTRICT SOUTH AND WEST OF THE COMMUNITY CENTER. THIS ANNEXATION REQUEST FOR REZONING OF THE SMALL PLOT SOUTH OF THE MAIN COMMUNITY FACILITY PLOT FULLY COMPLIES WITH THE MINIMUM REQUIREMENTS AND THE USE SPECIFIED IN THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA.

PLOT DATA DESCRIPTION:

LOT SIZE:
MINIMUM REQUIRED: 43,560 SF (1 ACRE)
PLOT SIZE: 46,139.10 SF (1+ ACRES)
FLOOR AREA RATIO:
FAR ALLOWED: 25% (11,534 SF)
FAR PROPOSED: 24% (11,200 SF)
SETBACKS:
NORTH: 0'-0" (MIN REQ'D) - 30'-0" PROPOSED
SOUTH: 50'-0" (MIN REQ'D) - 50'-0" PROPOSED
EAST: 50'-0" (MIN REQ'D) - 81'-6" PROPOSED
WEST: 50'-0" (MIN REQ'D) - 80'-0" PROPOSED
PERVIOUS AREA:
MIN REQUIRED: 18,456 SF (40%)
PROPOSED: 25,570 SF (55%)
FLOOR AREA RATIO:
MAX ALLOWED: 11,534 SF (25%)
PROPOSED: 11,200 SF (24%)
LANDSCAPING:
PROPOSED COMPLETE LANDSCAPE/FENCE BUFFER WHERE ABUTTING DIFFERENT ZONING DISTRICTS

BUILDING DATA:

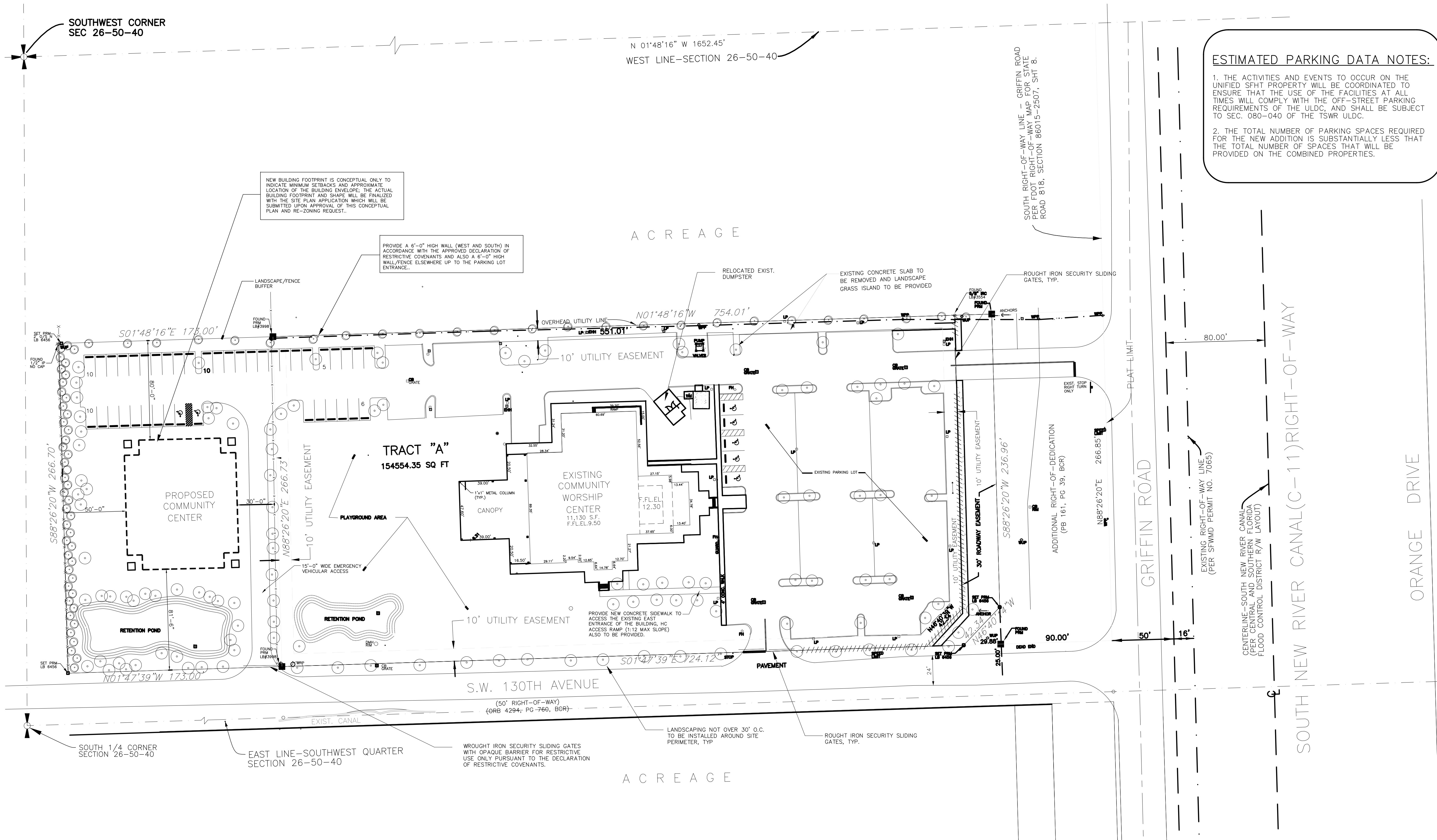
TOTAL BUILDING AREA:
MAX ALLOWED: 11,534 SF
PROPOSED: 11,200 SF
BUILDING HEIGHT:
MAX ALLOWED: 35'-0"
PROPOSED: 28'-0"
NUMBER OF STORIES:
MAX ALLOWED: 3
PROPOSED: 1 + MEZZANINE
TOTAL BUILDING AREA PROPOSED:
TOTAL= 11,200 SF
GROUND FLOOR= 8,400 SF
MEZZANINE= 2,800 SF
ASSEMBLY USE: 4,200 SF
COMMUNITY SERVICES USE: 7,000 SF
TOTAL: 11,200 SF

ESTIMATED PARKING REQUIREMENTS:

OFF-STREET PARKING REQUIREMENTS:
ASSEMBLY/CONGREGATION USE:
1 PER 50 SF OF GROSS FLOOR AREA
4,200/50 = 84 SPACES REQUIRED
MISCELLANEOUS AREAS:
1 PER 200 SF OF GROSS AREA
7,000/200 = 35 SPACES REQUIRED
TOTAL OFF-STREET PARKING REQUIRED:
84 + 35 = 119 PARKING SPACES REQUIRED
OFF-STREET PARKING PROVIDED:
119 SPACES (INCLUDING HC)
NUMBER OF HC REQUIRED SPACES:
AS PER FLORIDA BUILDING CODE, ACCESSIBILITY CHAPTER 2 SCOPING - TABLE 208.2
PARKING SPACES:
119 PARKING SPACES:
MINIMUM 5 HC REQUIRED
5+ HC SPACES PROVIDED
SEE ESTIMATED PARKING DATA NOTES BELOW.

ESTIMATED PARKING DATA NOTES:

1. THE ACTIVITIES AND EVENTS TO OCCUR ON THE UNIFIED SFHT PROPERTY WILL BE COORDINATED TO ENSURE THAT THE USE OF THE FACILITIES AT ALL TIMES WILL COMPLY WITH THE OFF-STREET PARKING REQUIREMENTS OF THE ULDC, AND SHALL BE SUBJECT TO SEC. 080-040 OF THE TSWR ULDC.
2. THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR THE NEW ADDITION IS SUBSTANTIALLY LESS THAN THE TOTAL NUMBER OF SPACES THAT WILL BE PROVIDED ON THE COMBINED PROPERTIES.



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ORDINANCE NO. 2014 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES, TO PROMOTE ENERGY EFFICIENCY BY ENABLING RESIDENTS TO CONSTRUCT ROOF EAVES WITHOUT IMPACTING THEIR OVERALL PLOT COVERAGE; AMENDING THE TOWN'S ULDC TO DISCOURAGE THE ILLEGAL CONVERSION OF FARM BUILDINGS AND FARM STRUCTURES; AMENDING SECTION 015-080 ENTITLED, "FARMS"; AMENDING SECTION 045-080 ENTITLED, "PLOT COVERAGE, FLOOR AREA RATIO AND PERVIOUS AREA"; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") adopted the ULDC in April, 2005; and

WHEREAS, the Florida Legislature recently modified Section 163.08, Florida Statutes to require local governments to promote energy efficiency and energy conservation; and

WHEREAS, as a result of the current ULDC language, many new homes and structures fail to contain energy efficient design, such as roof eaves, since roof eaves are counted toward the overall plot coverage; and

WHEREAS, the Florida Green Building Coalition strongly recommends that homes in South Florida be constructed with roof eaves to promote energy efficiency; and

WHEREAS, several municipalities in Broward County have recently adopted Code revisions to help implement green building design in conformity with Section 163.08, Florida Statutes; and

WHEREAS, the Town Council wishes to revise its ULDC, in accordance with Section 163.08, Florida Statutes to encourage energy efficiency and better quality home and structure design through the use of roof eaves; and

WHEREAS, the Town Council also desires to comply with the requirements of Section 604.50, Florida Statutes, by helping to promote the construction of farm buildings and farm structures; and

WHEREAS, to help facilitate the construction of farm buildings and farm structures, and to discourage illegal conversion in the future, the Town Council desires to provide notice to prospective purchasers of properties that contain farm buildings or farm structures, that such buildings or structures must comply with all ULDC and Florida Building Code requirements upon conversion to an alternative use;

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

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

Section 2: That Section 045-080 of the ULDC entitled, "Plot coverage, floor area ratio and pervious area" is hereby amended as follows:

- (A) The combined area occupied by all buildings and roofed structures shall not exceed twenty ~~(20)~~ percent (20%) of the area of a plot in A-1, A-2, and RE districts, and ten ~~(10)~~ percent (10%) of the area of a plot area in the RR District less any public or private street right-of-way, except that as follows:
 - (1) Nonresidential farm buildings and roofed farm structures may exceed the total net plot coverage allowance in the RR District by an additional ten ~~(10)~~ percent (10%) of the plot area less public or private street right-of-way.
- ~~(B)~~ (2) Plot coverage for enclosed structures ~~Development~~ on plots designated agricultural on the future land use plan map shall not exceed ten percent (10%), in accordance with the maximum permitted floor area ratio of one-tenth (0.10) as established by the adopted comprehensive plan.
- ~~(C)~~ (3) The aforesaid limitations shall not apply to farm buildings used for growing plants, including, but not limited to, shade houses, greenhouses, and hydroponics nurseries. To the extent that a farm applicant needs to exceed the plot coverage, the farm applicant must follow the review procedures set forth in article 155, "Administrative Farm Claim Determinations." The farm applicant must demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.
- (4) In all zoning districts, a plot coverage bonus shall be given provided that the principal structure maintains an eave that extends at least two (2) feet beyond the exterior face of the exterior wall, along at least seventy-five percent (75%) of the perimeter of the principal structure. The amount of the bonus shall be based upon the land area of the plot, as follows:

- a. For plots one (1) net acre in area or less, a one percent (1%) plot coverage bonus shall be given.
 - b. For plots greater than one (1) net acre, up to and including two (2) net acres in area that cannot be legally subdivided pursuant to the standards of Section 045-070, a two percent (2%) plot coverage bonus shall be given.
 - c. For plots in excess of two (2) net acres in area that cannot be legally subdivided pursuant to the standards of Section 045-070, a three percent (3%) plot area bonus shall be given.
 - d. For any plot that can be legally subdivided pursuant to the standards of Section 045-070, the maximum allowable plot coverage bonus shall be calculated as if the plot has been subdivided to the maximum extent possible, unless the owner records a Unity of Title in the Public Records of Broward County, Florida making the plot undividable consistent with the intent of this subsection.
- ~~(D)~~(B) The minimum pervious area shall be forty (40) percent of the plot area for plots under two (2) net acres in area, and sixty (60) percent of the plot area for plots of two (2) net acres and greater in area. The pervious area calculation shall be for the entire plot less any public or private street right-of-way in the agricultural and rural districts.

Section 3: That Section 015-080 of the ULDC entitled, "Farms" is hereby amended as follows:

- (A) Generally. Various provisions of this ULDC provide for modifications or exceptions to regulations as they apply to farms. Such modifications and exceptions apply only to plots the town has determined to be farms pursuant to article 155, "Administrative Farm Claim Determinations."
- (B) Farm buildings and structures. In all zoning categories, any property owner erecting nonresidential farm buildings or roofed farm structures, or any property owner that has previously erected nonresidential farm buildings or roofed farm structures, shall, prior to the issuance of any permit, record a deed restriction in the Public Records of Broward County, Florida, in a form and format approved by the Town Attorney, restricting the use of the nonresidential farm buildings and/or roofed farm structures to farm use only, in accordance with Section 604.50, Florida Statutes, as may be amended from time to time. Such deed restriction shall be removed in the event that the nonresidential farm buildings and/or roofed farm structure has been legally converted to an alternative use in accordance with this chapter.

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

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

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

Section 7: Effective Date. This ordinance shall take effect immediately upon adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED ON FIRST READING this 26th day of June, 2014 on a motion made by Council Member Breitzkreuz and seconded by Vice Mayor Jablonski.

PASSED AND ADOPTED ON SECOND READING this ____ day of July, 2014, on a motion made by _____ and seconded by _____.

Nelson _____
Breitzkreuz _____
Fisikelli _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

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

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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
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muniz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

TOWN COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Council

THRU: Andy Berns, Town Administrator

FROM: Jeff Katims, AICP, CNU-A, Assistant Town Planner

DATE: July 10, 2014

SUBJECT: US 27 Employment Center Land Use Designation and Related Comprehensive Plan Provisions; Comprehensive Plan Advisory Board Recommendations

BACKGROUND

Approximately two years ago, the Town Council tasked the Comprehensive Plan Advisory Board (CPAB) with investigating potential locations for commercial and industrial development, with an eye toward boosting the Town's property tax base while minimizing adverse impacts to adjacent rural residential properties and the Town's rural character and lifestyle.

The CPAB carefully and deliberately evaluated the US 27 corridor as a potential location suitable and appropriate for light industrial and limited commercial use, and then developed recommendations for amendments to the text of the comprehensive plan that would constitute a framework for evaluating and regulating such nonresidential development proposals.

ANALYSIS

The existing future land use map of the comprehensive plan provides three specific locations for commercial or industrial development: Coquina Plaza; the Tom Thumb parcel; and the CCA parcel. No new commercial or industrial development can be permitted unless the Town Council and Broward County Board of County Commissioners adopt amendments to the Town and County future land use maps to re-designate a parcel for such use.

The comprehensive plan is very clear that the protection of the Town's rural character and lifestyle shall be the primary consideration when evaluating development proposals and changes to the future land use map or text of the comprehensive plan. Four (4) comprehensive plan policies currently form the primary framework for evaluating requests to amend the future land use map for commercial type uses:

FLUE POLICY 1.1-b: Land Use Plan amendments to more intensive uses within designated rural estate and rural ranch areas shall be prohibited unless the Town determines that the new use is consistent with and furthers the overall goal to protect the Town's rural lifestyle.

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.

FLUE POLICY 1.3-d: Non-residential Land Use Plan designations shall be located on Flamingo Road, Griffin Road, Sheridan Street or US-27 and designed in a rural manner which facilitates their serving the Town's residents, but do not adversely impact existing and designated rural residential areas.

FLUE POLICY 1.3-e: In order to prevent future incompatible land uses, the established rural character of the Town shall be a primary consideration when amendments to the Town's Land Use Plan are proposed.

The CPAB is recommending text amendments that would revise these policies. Note that community facility uses do not require a nonresidential land use plan designation, as the Rural Ranches, Rural Estates and Agricultural land use categories allow community facilities.

In all cases, a petitioner would have to 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.





In all cases, the applicant would be required to provide a binding list of uses including conditions of uses (ex: operating hours), and binding conceptual plan. The list of uses, conditions of use, and conceptual plan would be made part of the ordinance that changes the map designation, and therefore would be enforceable restrictions that would run with the property, regardless of ownership.

RECOMMENDATIONS FOR US 27 CORRIDOR

The CPAB recommends amending the text of the comprehensive plan to create a new Employment Center land use category that only landowners with property fronting US 27 would be authorized to request. US 27 frontage parcels are buffered from rural residential and agricultural properties by the cemetery, which extends from Griffin Road to Stirling Road.

The CPAB does not recommend actually changing the land use map, but instead, amending the text to establish the new category, and requiring landowners to initiate map amendments, which the Council would then evaluate for consistency with the implementation policies for the Employment Center category.

Key points:

-  Limited range of “clean” light industrial uses (assembly, fabrication, warehouse), office, hotels, and limited and complimentary office/commercial.
-  Access permitted from US 27 only.
-  50-foot maximum building height to allow for hotels; generous floor area ratio (0.75) to allow for single-level, space-intensive uses such as warehouses.
-  Development must either be substantially screened from view or utilize adopted architectural style.

RECOMMENDATIONS FOR MUNICIPAL WATER AND SEWER EXTENSIONS

The CPAB recommends that all Employment Center land uses be required to connect to municipal water and sewer systems. Extension of water and sewer lines would have to follow arterial roadways or otherwise abut the fewest possible number of potential rural residential homes and remain on the Town’s perimeter.

Further, all municipal water and sewer extensions would be limited to those necessary to serve a Town governmental facility, commercial use, or employment center use and as required by the county health department.

RECOMMENDATIONS FOR COMMUNICATIONS FACILITIES

The CPAB recommends clarifying this category to differentiate between wireless telecommunications infrastructure and commercial transmitting and receiving facilities, and to update this category to reflect the new land use category CPAB is recommending.

INCIDENTAL RECOMMENDATIONS

The CPAB recommendations include several non-substantive housekeeping revisions to organizational numbering and nomenclature.

Fiscal Impact

A separate revenue analysis has been prepared by Administration.

Staff Contact

Jeff Katims, AICP, CNU-A, Assistant Town Planner

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ORDINANCE NO. 2014 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE AND UTILITIES ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO ESTABLISH AN EMPLOYMENT CENTER LAND USE DESIGNATION WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; ESTABLISHING CRITERIA FOR THE EXTENSION OF CENTRALIZED POTABLE WATER AND SANITARY SEWER SERVICE WITHIN THE TOWN; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") directed the the Comprehensive Plan Advisory Board of the Town of Southwest Ranches ("CPAB") to identify areas of the Town that are unsuitable or marginal for rural residential use, but which could be appropriate for nonresidential/nonagricultural use without diminishing the Town's rural character impinging upon the rural lifestyle of Town residents; and

WHEREAS, the CPAB worked for nearly two years carrying out the Town Council's directive before delivering its recommendations, with its primary objective being to protect the Town's rural character and not adversely affect Town residents; and

WHEREAS, the CPAB identified the US 27 Corridor as potential location for light industrial development that, if properly regulated, would not detract from the Town's rural character and the rural lifestyle of the Town's residents; and

WHEREAS, the US 27 corridor is a trucking route with state-wide access and is buffered from the inhabitable portion of the Town by a cemetery that has an average width exceeding 500 feet; and

WHEREAS, the CPAB determined that the a modified version of the Employment Center land use category of the Broward County Land Use Plan would be the most appropriate land use category for the US 27 Corridor; and

WHEREAS, the CPAB crafted a comprehensive set of policies and use restrictions that would form the framework for evaluating land use plan amendment petitions seeking the Employment Center designation, evaluating companion petitions for rezoning and site plan, and regulating the resulting development and uses; and

WHEREAS, the CPAB recommended additional amendments to the nonresidential/nonagricultural permitted uses and implementing policies, including those pertaining to municipal water and sanitary sewer infrastructure, in order to further protect the Town's rural character and the residents' lifestyle; and

WHEREAS, the Local Planning Agency of the Town of Southwest Ranches conducted a duly noticed public hearing on July 10, 2014 to consider the amendments; and

WHEREAS, the Town Council has carefully considered the recommendations of the CPAB, and has determined that establishing an Employment Center land use designation for potential applicability to the US 27 corridor would diversify the Town's tax base while protecting the Town's rural character and the rural lifestyle of the Town's residents; and

WHEREAS, the Town Council finds that limiting the extension of municipal water and sanitary sewer infrastructure into the Town will further protect the Town's rural character and the residents' rural lifestyle, and wishes to further articulate its policies governing such infrastructure; and

WHEREAS, the Town Council finds that the CPAB recommendations for revising the permitted uses and supporting policies in the comprehensive plan for other nonresidential/nonagricultural uses will further protect the Town's rural character and lifestyle.

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

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

Section 2: That the Future Land Use Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended pursuant to Exhibit "A", attached hereto and made a part hereof.

Section 3: That the Utilities Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended pursuant to Exhibit "B", attached hereto and made a part hereof.

Section 4: That the Town Planner is hereby directed to transmit the amendments set forth herein to the state land planning agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

Section 5: That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element subsequent to the effective date of this Ordinance, and that the Town Council hereby requests such recertification.

Section 6: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 7: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 8: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the 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 Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this __ day of July__, 2014 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of ____, 2014, on a motion made by _____ and seconded by _____.

[Signatures on following page]

Nelson _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

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

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EXHIBIT "A"

II. ADMINISTRATION

II.A. DEFINITIONS

Non-rural Land Use Plan Designation – any land use plan designation other than a rural land use plan designation.

Rural Character – An area that is characterized by natural, agricultural, equestrian, pastoral or rustic uses, including single-family dwellings on large lots, developed at low densities.

Rural Land Use Plan Designation – any of the following land use plan designations: Agricultural; Conservation; Recreation and Open Space; Rural Ranches; and, Rural Estates.

Rural Purposes – Land that is used as a resource for agricultural, equestrian, managed forest or mining uses, or maintained in a natural state as wetlands, fields or forest, including Town open space and park parcels.

Rural Use – land that is used for rural purposes.

1. GOALS, OBJECTIVES AND POLICIES

FLUE POLICY 1.1-b: Land Use Plan amendments to more intensive categories uses within designated Rural Estate and Rural Ranch areas 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: 1.7 (Commercial Category); 1.8 (Employment Center Category); 1.12 (Community Facilities Category), or unless the Town Council determines that the new more intensive use is consistent with and furthers the overall goal to protect the Town's rural lifestyle.

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.

FLUE POLICY 1.3-d: New non-residential rural Land Use Plan designations shall may be located established only on Flamingo Road, Griffin Road, Sheridan Street or US-27, and must be designed in a rural manner which that facilitates their serving the

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~~Town's residents, but~~ does not adversely impact existing and designated rural residential areas.

FLUE POLICY 1.3-e: In order to prevent future incompatible land uses, the established rural character of the Town shall be a primary consideration when amendments to the Town's Land Use Plan are proposed.

FLUE OBJECTIVE 1.7 ~~PERMITTED USES IN~~ COMMERCIAL LAND USE CATEGORY

CONTINUE IMPLEMENTING A COMMERCIAL LAND USE CATEGORY ON THE TOWN'S FUTURE LAND USE PLAN MAP PERMITTING TYPES OF ~~NONRESIDENTIAL OR NONAGRICULTURAL COMMERCIAL~~ DEVELOPMENT WHICH ~~MAY BE~~ ARE COMPATIBLE WITH ADJACENT RURAL AND RESIDENTIAL LAND USES AND WHICH WOULD SUPPORT THE COMMERCIAL-BASED ACTIVITIES ~~WHICH WOULD BE~~ THAT ARE COMPATIBLE WITH THE TOWN'S NEEDS.

Measurement: maintenance of a commercial land use category.

FLUE POLICY 1.7-a: ~~Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) = 0.25, shall not exceed 0.25, within designated Commercial land use parcels per the Permitted Uses in Future Land Use Categories subsection of this Element.~~

FLUE POLICY 1.7-b: The Town Council shall continue implementing commercial land development regulations that are necessary to protect adjacent rural residential areas from potential negative impacts of commercial developments.

FLUE POLICY 1.7-c: The Town's zoning categories shall distinguish between neighborhood and community commercial developments within their respective service areas. Regional commercial uses shall not be permitted.

FLUE POLICY 1.7-d: ~~The Commercial category is restricted properties that were designated Commercial prior to the Town's incorporation. The Town shall allow residential homes within the Town to be used for home office uses subject to proper licensing.~~

FLUE POLICY 1.7-e: Development and redevelopment of existing commercial sites 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 residential uses, and providing on-site security.

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FLUE POLICY 1.7-f: All land within the Commercial category shall be connected to municipal water and sewer, and these connections shall comply with Policy 1.17-b so as not to adversely impact land with a rural or residential land use plan designation or use.

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FLUE OBJECTIVE 1.8 ~~PERMITTED USES IN RURAL GOVERNMENTAL MIX-USE SERVICE AREA~~ EMPLOYMENT CENTER LAND USE CATEGORY

ESTABLISH AND MAINTAIN AN EMPLOYMENT CENTER LAND USE CATEGORY, ONLY FOR THE US 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.

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~~CONTINUE IMPLEMENTING A RURAL GOVERNMENTAL MIX-USE SERVICE AREA LAND-USE CATEGORY ON THE TOWN'S FUTURE LAND-USE MAP PERMITTING TYPES OF NON-RESIDENTIAL/NON-AGRICULTURAL SERVICES AND COMMERCE WHICH ARE COMPATIBLE WITH AND SUPPORT THE TOWN'S RURAL COMMUNITY.~~

Measurement: Designation of an Rural Governmental Mix-Use Service Area Land Use Employment Center category.

FLUE POLICY 1.8-a: The Town has identified the US 27 Corridor as potentially appropriate for Employment Center on the land use plan map. Only parcels that front US 27 are eligible for the Employment Center designation, including corner parcels fronting streets along which non-rural uses are otherwise prohibited by this Element. Parcels designated Employment Center 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. Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) = 0.20, within designated Rural Mix-use Service Area Land Use parcels per the Permitted Uses in Future Land Use Categories subsection of this Element.

FLUE POLICY 1.8-b: A petitioner for the Employment Center 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.

FLUE POLICY 1.8-c: No Employment Center 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 Employment Center.

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, nor shall there be any such structure, parking, storage or use within two hundred

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(200) feet of any parcel with a rural land use plan designation, unless such parcel is under unified control with the parcel designated Employment Center. Open space use, including buffers and drainage retention for an Employment Center use is not subject to this restriction.

FLUE POLICY 1.8-e: Access to Employment Center development shall be from US 27 only.

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FLUE POLICY 1.8-f: Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.) of 0.75, within designated Employment Center parcels per the Permitted Uses in Future Land Use Categories subsection of this Element.

FLUE POLICY 1.8.g: Buildings shall not exceed fifty (50) feet in height, measured to the top of the highest roofline. Parapets and customary roof-mounted appurtenances (ex: elevator shaft, mechanical equipment) may exceed this height limit by not more than five (5) feet.

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

FLUE POLICY 1.8.i: Employment Center development shall either: (1) utilize extensive and substantially opaque buffering in order to screen the development from view along any adjacent street so as to achieve a nearly opaque buffer; or (2) utilize pleasing architecture and building placement to emphasize and showcase the building(s) while screening parking and outdoor storage areas behind the building. Developers choosing the latter option 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 architectural option number 2.

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.

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.

FLUE POLICY 1.8-l: Developments shall design primary identification signage, and specifications for individual tenant signage, that compliment and coordinate with the

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architecture and landscaping of the development, and that enhance the built environment.

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.

FLUE POLICY 1.8-n: Applications for land use plan amendment to establish an Employment Center designation shall be filed concurrently with a complete application for rezoning to the applicable planned development zoning district.

FLUE POLICY 1.8-o: The Town shall implement Employment Center land development regulations that are necessary to protect adjacent rural areas from potential negative impacts of Employment Center developments.

FLUE POLICY 1.8-p: All land within the Employment Center category shall be connected to municipal water and sewer, and these connections shall comply with Policy 1.17-b so as not to not adversely impact land with a rural or residential land use plan designation or use.

FLUE OBJECTIVE 1.14 ~~RESERVED FOR FUTURE USE~~

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FLUE OBJECTIVE 1.17 EFFICIENT USE AND COORDINATION OF URBAN SERVICES

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DISCOURAGE URBAN SPRAWL, WHICH WOULD SUBSTANTIALLY INCREASE THE TOWN'S RURAL DENSITY, ~~OR INTENSITY~~ AND COORDINATE WITH ADJACENT MUNICIPALITIES TO CREATE VISUAL SEPARATION OF THEIR SUBURBAN ~~COMMUNITY COMMUNITIES~~ FROM THE TOWN'S RURAL CHARACTER. ~~AND DIRECT ALLOW NEW NON-RURAL LAND USE PLAN DESIGNATIONS DEVELOPMENT ONLY ON FLAMINGO ROAD, GRIFFIN ROAD, SHERIDAN STREET OR US-27 WHERE NECESSARY REGIONAL AND COMMUNITY FACILITIES AND SERVICES~~ INFRASTRUCTURE EXISTS.

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FLUE POLICY 1.17-a: The Town shall continue to accommodate buildout of its FLUM without the need for central water through the continued reliance on private wells and its rural residential land use densities.

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FLUE POLICY 1.17-b: It shall be the ~~general~~ policy of the Town not to finance, ~~or otherwise~~ cause or permit the extension of public potable water or sanitary sewer systems into or within its boundaries, except to the minimum extent as necessary to serve non-rural and nonresidential uses on the Town's periphery, to serve its Town governmental facilities, and in the event that an order from the Florida Department of

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Health or other agency with jurisdiction requires such extension. This policy shall not be construed to preempt Broward County water and sewer connection regulations.

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“Extension” shall mean the lengthening of a water or sewer line, laying of new water or sewer line, and the extension of water or sewer service from within one property to another. The term shall not include the connection of an individual property via a lateral or service line directly to an existing water distribution or sanitary sewer collection line located in an abutting right-of-way or ingress/egress/utility easement.

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“Minimum extent” shall mean that water or sewer line extensions shall follow a route that extends the shortest distance necessary into or within the Town to serve the intended non-rural use, or otherwise minimizes the number of acres and properties— with rural land use plan designations that may be required by state or county law to connect to municipal water or sewer due to the proximity of such infrastructure. Water and sewer extensions should be confined to state, county and adjacent municipal rights-of-way whenever possible.

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1 **2. PERMITTED USES IN FUTURE LAND USE CATEGORIES**

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5 **1. AGRICULTURAL USE CATEGORY**

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9 **2. COMMERCIAL CATEGORY**

11 The areas designated ~~for~~ Commercial ~~use~~ on the Town's Land Use Plan Map provide land area
12 located adjacent to limited access highways for business, office, retail, service and other
13 commercial enterprises which support the Town and surrounding area.

15 Uses permitted in areas designated commercial are as follows:

- 16 A. Retail, office and business uses.
17 B. ~~Wholesale Self-storage facility, light fabricating and warehouse uses, if deemed~~
18 ~~appropriate by the local jurisdiction.~~
19 C. Hotels, motels and similar lodging.
20 D. Recreation and open space, ~~cemeteries~~ and commercial recreation uses.
21 ~~E. Community Facilities (as defined in Article III, below)~~

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- 22 ~~F. a. A Special Residential Facility Category (2) development as defined in the Special~~
23 ~~Residential Facilities Permitted Uses subsection of the Plan Implementation~~
24 ~~Requirements section of the Broward County Land Use Plan; subject to the allocation of~~
25 ~~two (2) reserve or flexibility units in accordance with the Special Residential Facility~~
26 ~~provisions and policies for the application of these units as contained in the~~
27 ~~"Administrative Rules Document: Broward County Land Use Plan."~~
28 ~~b. Special Residential Facility Category (3) development as defined in the Special~~
29 ~~Residential Facilities Permitted Uses subsection of the Plan Implementation~~
30 ~~Requirements section of the Broward County Land Use Plan; subject to the allocation of~~
31 ~~two (2) reserve or flexibility units in accordance with the Special Residential Facility~~
32 ~~provisions and policies for the application of these units as contained in the~~
33 ~~"Administrative Rules Document: Broward County Land Use Plan." Each flexibility or~~
34 ~~reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or~~
35 ~~baths.~~

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36 ~~G. E. _____~~ Non-residential agricultural uses.

37 ~~H. Recreational vehicle park sites at a maximum density of ten (10) sites per gross acre if~~
38 ~~permanent location of recreational vehicles on the site is permitted by the local land~~
39 ~~development regulations, or twenty (20) sites per gross acre if such permanent location~~
40 ~~is prohibited by the local land development regulations; subject to allocation by the local~~
41 ~~government of available flexibility or reserve units.~~

42 ~~I. _____~~ Transportation facilities.

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43 ~~J. F. _____~~ Communication facilities.

44 ~~K. G. Utilities, located on the site of a commercial development as an accessory use, to the~~
45 ~~extent such utilities are confined to serving only the specific commercial~~
46 ~~development excluding landfills and electrical power plants.~~

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3. COMMUNITY FACILITIES USE CATEGORY

4. CONSERVATION USE CATEGORY

5. EMPLOYMENT CENTER CATEGORY

The Employment Center category is intended 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. The Employment Center category may be applied only to properties fronting the east side of U.S. Highway 27 that are buffered from parcels designated Rural Ranches, Rural Estates and Agricultural by an intervening permanent open space or community facility land use.

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 Employment Center. An application for land use plan amendment to designate a property as Employment Center must affirmatively demonstrate that the amendment is consistent with all of the Employment Center performance standards established herein. Every such application for plan amendment shall be submitted concurrently with a rezoning application to an implementing zoning district.

A. Performance Standards.

1. An Employment Center development shall not generate noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that can be detected from any property with an Agricultural, Rural Ranch or Rural Estate land use plan map designation.
2. Municipal sanitary sewer and potable facilities must be in place, or be the subject of a binding agreement with a municipal utility to extend same to serve a parcel designated Employment Center, prior to issuance of a development permit for a principal building.
3. An Employment Center development shall not involve bulk or outdoor storage, nor use of any chemicals or substances or processes that create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise toxic to humans or animals. This shall not apply to fuel storage tanks for emergency generators and fuels stored for the purpose of servicing vehicles used in the regular course of business.
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.

B. Permitted Principal Uses permitted in areas designated Employment Center are as follows:

1. Fabrication and assembly.
2. Office uses, excluding call centers.
3. Hotels, motels or similar lodging.
4. Restaurants and personal services.
5. Communication facilities.

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1	<u>6. Non-residential agricultural uses.</u>	Formatted: Font: 11 pt
2	<u>7. Light manufacturing uses.</u>	Formatted: Font: 11 pt
3	<u>8. Research businesses, excluding medical and research laboratories.</u>	
4		
5	<u>C. Permitted Accessory Uses (cumulatively limited to less than fifty percent (50%) of the site,</u>	Formatted: Font: 11 pt
6	<u>and individually limited to twenty-five percent (25%) of the site):</u>	
7	<u>1. Utilities, located on the site of an employment center development and confined to</u>	Formatted: Font: 11 pt
8	<u>serving only the specific development.</u>	Formatted: Font: 11 pt
9	<u>2. Storage.</u>	Formatted: Font: 11 pt
10	<u>3. Retail within buildings devoted to principal uses.</u>	Formatted: Font: 11 pt
11	<u>4. Recreation and open space uses.</u>	Formatted: Font: 11 pt
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15	<u>(The following are changes to headings only)</u>	Formatted: List Paragraph, Don't add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Border: Bottom: (No border)
16	<u>65. INDUSTRIAL USECATEGORY</u>	Formatted: Font: Italic
17	<u>76. RECREATION AND OPEN SPACE USECATEGORY</u>	Formatted: Font: Bold
18	<u>87. ESTATE RESIDENTIAL USECATEGORY</u>	Formatted: Font: Bold
19	<u>98. RURAL ESTATES CATEGORY</u>	Formatted: Font: Bold
20	<u>109. RURAL RANCHES CATEGORY</u>	Formatted: Font: Bold
21	<u>1110. TRANSPORTATION USE CATEGORY</u>	Formatted: Font: Bold
22	<u>1241. UTILITIES USECATEGORY</u>	Formatted: Font: Bold
23	<u>1342. WATER CATEGORY</u>	Formatted: Font: Bold
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27		Formatted: Font: Bold
28	<u>1413. GENERAL LIST OF ADDITIONAL USES</u>	Formatted: Font: Bold
29		Formatted: Tab stops: 0.31", Left
30	A. COMMUNICATION FACILITIES	Formatted: Font: Bold
31	Communication facilities such as <u>television and radio</u> , <u>satellite earth</u> stations and relay	Formatted: Font: Bold
32	structures, and telephone <u>switching</u> facilities are not specifically designated on the Town's Land	Formatted: Font: Bold
33	Use Plan Map as a separate category. Such facilities may be permitted in areas designated	Formatted: Font: Bold
34	under the following categories, <u>provided that wireless telecommunication antennas and</u>	Formatted: Font: Bold
35	<u>accessory equipment are permitted on Town-owned properties regardless of future land use</u>	Formatted: Font: Bold
36	<u>category:</u>	Formatted: Font: Bold
37	<u>1A. Town-owned properties;</u>	Formatted: Font: Bold
38	<u>2B. commercialCommercial</u>	Formatted: Font: Bold
39	<u>3.C. industrialIndustrial</u>	Formatted: Font: Bold
40	<u>4. Employment Center</u>	Formatted: Font: Bold
41		Formatted: Font: Bold
42	<u>B. SPECIAL RESIDENTIAL FACILITIES</u>	Formatted: Font: Bold
43	<u>(Former Sec. 14 provisions now under this heading. Subheadings A. through D. to be</u>	Formatted: Font: Not Bold
44	<u>renumbered 1. through 4.)</u>	Formatted: Font: Italic
45		
46	<u>14. SPECIAL RESIDENTIAL FACILITIES</u>	Formatted: Font: Bold
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48	<u>15. MEDIUM DENSITY (16) RESIDENTIAL LAND USE CATEGORY</u>	Formatted: Font: Bold

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**EXHIBIT “B”
UTILITIES ELEMENT AMENDMENT**

UE OBJECTIVE 1.2 POTABLE WATER & SANITARY SEWER

PROVIDE ON-GOING COORDINATION AND ASSISTANCE TO TOWN RESIDENTS IN MEETING EXISTING AND FUTURE POTABLE WATER SUPPLY AND WASTEWATER TREATMENT NEEDS, DISCOURAGE URBAN SPRAWL, CONSERVE POTABLE WATER AND PROTECT GROUND WATER FUNCTIONS.

{9J-5.011 (2)(a)}

Measurement:

- 1) Whether or not Best Management Practices (BMPs) have been made available to residents.
- 2) Number of instances of well/septic failure or other groundwater problems.

UE POLICY 1.2-a: The Town shall continue to coordinate with Broward County’s DPEP monitoring of the Town’s individual potable water wells’ environmental impact on the Biscayne Aquifer to determine if there is an impact from residential septic tanks on the Town’s potable water supply and shall, if it is determined that there are adverse impacts on the potable water supply, initiate measures to safeguard the Town’s potable water supply.

UE POLICY 1.2-b: The Town shall require all new non-residential, ~~or~~ non-agricultural uses to be serviced by centralized potable water and wastewater systems, where financially feasible, and in compliance with Broward County’s Health Code.
{BCPC Policy 8.01.08}

UE POLICY 1.2-c: The Town shall require all existing non-residential, ~~and~~ non-agricultural developments on septic tanks and private wells to hook up to centralized sewer and water facilities, as they become financially feasible, in accordance with State and County regulations.
{BCPC Policy 8.01.10}

UE POLICY 1.2-d: The Town shall not approve future land use map amendments where densities or intensities are increased if:

- Sanitary sewer and permitted effluent disposal facilities and potable water are not available; and
- Plans to extend such facilities, so that they become available, are not included within a financially feasible capital improvements program.

{BCUALUP Policy 5.3.2}

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**EXHIBIT “B”
UTILITIES ELEMENT AMENDMENT**

UE POLICY 1.2-e: As an alternative to new sanitary sewer facility construction, the Town shall identify opportunities to increase efficiency and optimize the use of existing sanitary sewer facilities and private septic tanks.

{BCUALUP Policy 5.3.4}

UE POLICY 1.2-f: The Town shall encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote efficient rural growth and adhere to adopted LOS standards for the delivery of potable water, sewer, solid waste and drainage services.

{BCUALUP Policy 5.3.5}

UE POLICY 1.2-g: Sanitary sewer facilities, including septic tanks, shall be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

{BCUALUP Objective 5.4}

UE POLICY 1.2-h: The Town shall encourage the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible.

{BCPC Policy 8.03.09}

UE POLICY 1.2-i: 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.

{BCUALUP Objective 4.2}

UE POLICY 1.2-m: The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: 101.33 gallons per capita per day

City of Sunrise: 65 gallons per capita per day

UE POLICY 1.2-n: In order to protect and conserve the Biscayne Aquifer, the Town, in coordination with Broward County, shall investigate utilization of alternate potable water sources to supplement and broaden the Town’s future water supply sources, according to the need for same as indicated in the Town’s adopted 10-Year Water Supply Facilities Plan. These potential sources could include the ~~Florida~~Floridian Aquifer, Aquifer Storage and Recovery (ASR), desalinization, capture and storage of excess storm water currently lost to tide and other technologies as addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District.

{BCUALUP Policy 4.2.8}

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**EXHIBIT “B”
UTILITIES ELEMENT AMENDMENT**

UE POLICY 1.2-o: Conserve and protect potable water resources with primary focus on the Biscayne Aquifer by optimizing the utilization of water resources through effective water management practice.

UE POLICY 1.2-p: The Town shall coordinate with Broward County DPEP’s development of a basin-wide water management protocol that optimizes flood protection, water quality, storm water storage, wetlands sustainability and groundwater recharge functions while protecting groundwater from saltwater intrusion. By assessing the existing surface water management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages a model will be developed to better utilize the water resources.

{BCUALUP Policy 4.4.1}

UE POLICY 1.2-q: The Town shall coordinate a program with Broward County to implement a year-round public information and education programs promoting more efficient conservation methods such as energy saving plumbing fixtures and water conservation.

{BCUALUP Policy 4.4.9}

UE POLICY 1.2-r: The Town shall ensure that future potable water facilities are designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features and not exacerbate saltwater intrusion.

{BCUALUP Objective 4.5}

UE POLICY 1.2-s: The Town shall coordinate the provision of potable water services through agreements with municipalities and other service providers in Broward County when economically feasible.

{BCUALUP Policy 4.6.2}

UE POLICY 1.2-t: The Town shall continue to coordinate the testing of its natural potable water through a program implemented by Broward County’s Department of Planning and Environmental Protection (DPEP) utilizing the routine sampling of individual drinking water wells located around the Town’s jurisdiction.

UE POLICY 1.2-u: The Town shall initiate discussions with the City of Sunrise to reduce the surcharge for providing potable water to areas located outside the boundaries of the City of Sunrise.

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**EXHIBIT “B”
UTILITIES ELEMENT AMENDMENT**

UE POLICY 1.2-v: The Town shall encourage the re-use of non-residential reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. {BCPC Policy 8.03.0}

UE POLICY 1.2-w: The Town shall update its water supply facilities work plan within 18 months following the approval of a regional water supply plan.

UE POLICY 1.2-x: The Town shall adopt procedures to ensure that prior to approving a building permit or its functional equivalent, the Town will consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

UE POLICY 1.2-y: New septic tank systems shall be permitted for residential or community facilities purposes, such as Town Hall, only after the Florida Department of Health determines they are consistent with Broward County’s Water and Septic Tank Ordinance and with the requirements of the Florida Statutes and the Florida Administrative Code. {BCPC Policy 9.02.05}

UE POLICY 1.2-z: The level of service (LOS) standard for wastewater facilities shall be:

- for private on-site septic systems: private on-site septic systems shall be in compliance with all applicable regulations for such systems;
- for centralized wastewater service: the LOS standard shall be the standard of the municipal provider of such service.

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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
Jeff Nelson
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council
Freddie Fisikelli, Council
Doug McKay, Council

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Clerk
Erika Gonzalez-Santamaria, CMC
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Officer

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Clete Saunier, Public Works Director

DATE: June 30, 2014

SUBJECT: Award of Bid to DP Development of the Treasure Coast, LLC for Construction of Drainage Improvements at SW 54th Place and SW 196th Lane

Recommendation

To place this item on the agenda to enter into an agreement with DP Development of the Treasure Coast, LLC for the construction of drainage improvements at the intersection of SW 54th Place and SW 196th Lane for \$38,450.

Issue

A contractor is needed for the construction of drainage improvements at the intersection of SW 54th Place and SW 196th Lane.

Background

The Town desires to provide and maintain an acceptable level of roadway drainage service by identifying, prioritizing, and implementing an annual street drainage plan. The Town's Drainage and Infrastructure Advisory Board has approved a list of drainage projects, and this project has been prioritized in the FY 2013-2014 Town Budget as a result.

A bid to hire a contractor for this construction was advertised on May 29, 2014 and seven (7) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$38,450 was determined to be DP Development of the Treasure Coast, LLC.

The Substantial Completion of the Project shall occur no later than thirty (30) calendar days from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than forty five (45) calendar days from date of issuance of the Notice to Proceed.

The contract was reviewed and approved by the Town Attorney's Office.

Fiscal Impact

A \$38,450 budgetary appropriation was anticipated for this service authorization within the FY 2013/2014 adopted budget. Funds are therefore available in the Municipal Transportation Fund account #101-5100-541-63260 (Drainage).

The list of all responses received is below:

Contractor	Bid Price
DP Development of the Treasure Coast, LLC	\$38,450.00
Williams Paving	\$39,370.66
JVA Engineering	\$56,400.00
B Square	\$59,092.00
Hinterland Group	\$68,625.00
Okabrema Corp	\$98,375.00
Bergeron Land Development	\$137,562.52

Staff Contact

Clete Saunier, Public Works Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH DP DEVELOPMENT OF THE TREASURE COAST, LLC FOR AN AMOUNT NOT TO EXCEED \$38,450.00 TO COMPLETE THE DRAINAGE IMPROVEMENTS AT THE INTERSECTION OF SW 54TH PLACE AND SW 196TH LANE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project at the intersection of SW 54th Place and SW 196th Lane; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project; and

WHEREAS, this project is specifically named in the FY 2013-2014 Town Budget; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to contract with a professional contractor to perform services relating to this project; and

WHEREAS, the Town advertised Invitation for Bid (IFB) # 14-004 on May 29, 2014; and

WHEREAS, the project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and anything else necessary for the proper construction and completion of the project, which consists of the excavation, construction of 18" diameter corrugated metal pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of grass sod; and

WHEREAS, on July 1, 2014, the Town received seven (7) bids in response to the advertisement; and

WHEREAS, DP Development of the Treasure Coast, LLC has provided the lowest-priced responsive and responsible bid; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement with DP Development of the Treasure Coast, LLC for the drainage improvement project at SW 54th Place and SW 196th Lane under the terms and conditions set forth hereinafter.

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

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and DP Development of the Treasure Coast, LLC providing the construction of the drainage improvement project at SW 54th Place and SW 196th Lane as outlined in the Invitation for Bid in an amount not to exceed \$38,450 Dollars attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into 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 and proper to effectuate the intent of this Resolution.

Section 4. That 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 July, 2014 on a motion by _____ and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fiskelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

ATTACHMENT “A”

AGREEMENT FORM

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

AGREEMENT
BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

DP DEVELOPMENT OF THE TREASURE COAST, LLC

FOR

DRAINAGE IMPROVEMENTS AT
INTERSECTION OF SW 54th PLACE AND SW 196th LANE

IFB No. 14-004

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

CONTRACT FOR

**DRAINAGE IMPROVEMENTS AT
INTERSECTION OF SW 54th PLACE AND SW 196th LANE**

THIS IS A CONTRACT for Drainage Improvements - Intersection of SW 54th Place & SW 196th Lane (“Agreement”) made and entered into on this _____ day of _____, 2014 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and DP Development of the Treasure Coast, LLC (hereinafter referred to as “Contractor”).

WHEREAS, on May 28, 2014, in furtherance of the Town’s Procurement Code, the Town published an Invitation for Bids (“IFB”) seeking qualified contractors to enter into a contract based on unit costs to provide Drainage Improvements at the Intersection of SW 54th Place & SW 196th Lane within the Town limits; and

WHEREAS, bids were received by the Town on July 1, 2014 at 11:00 A.M.; and

WHEREAS, there were seven (7) bids received for the services requested; and

WHEREAS, the Town has adopted Resolution No. 2014-___ at a public Town Council meeting approving the award and has selected DP Development of the Treasure Coast, LLC , as Contractor for the Project.

WHEREAS, the Town is desirous of entering into an agreement with DP Development of the Treasure Coast, LLC to provide construction services for Drainage Improvements at the Intersection of SW 54th Place & SW 196th Lane pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The Contract Documents consist of this Agreement as modified by executed Work Authorizations (as defined below) and executed Change Orders (as defined below) and the following exhibits which are attached to this Agreement and made a part of it by this reference:

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Exhibit “A” – The IFB, including the Scope of Work as set forth in the IFB and Contractor’s Bid including Unit Prices;

Exhibit “B” – Work Authorization Sample Form;

To the extent of any conflict among the Contract Documents, the more stringent criteria shall govern over the less stringent criteria and the terms of the Agreement, as it may be modified by executed Work Authorizations and executed Change Orders, shall govern over the terms of the referenced exhibits.

- 1.3 The Contractor agrees to perform the duties and responsibilities as defined and described in and/or reasonably inferable from the Contract Documents (hereinafter referred to as “Work”).
- 1.4 Contractor’s Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work (“Work Authorizations”). The form of Work Authorization is attached to and made a part of this Agreement as **Exhibit “B”**. In general, the Work shall include, but shall not be limited to providing installation, testing and repair of fire protection water wells within the Town limits, all as more specifically described in **Exhibit “A”**. Work performed by the Contractor without an executed Work Authorization shall be performed at Contractor’s sole cost and expense and Contractor shall not be entitled to receive any compensation from the Town for such Work. In the event that any of the Work to be performed is at a volume less than the volume as defined by the Item description in the IFB, Contractor will cooperate with the Town by further breaking down the Unit Price for the particular Item.
- 1.5 All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work for local governments in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Agreement and Agreement Time

- 2.1 The term of this Agreement shall be a period of forty-five (45) days from the Notice to Proceed or such longer period as may be agreed to by the parties, or otherwise required to achieve Final Completion of the Work. This Agreement may be extended at the sole discretion of the Town.

Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in the Work Authorization for such Work. Time is of the essence in the performance of the Work.

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

- 2.3 No Damages for Delay - 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 and Contractor hereby waives all other claims and remedies for such hindrance or delay.
- 2.4 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 thirty (30) calendar days beginning on the date of issuance of the building permit for the Work (the effective date of the Notice to Proceed) as stated in the Notice to Proceed, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date"). Contractor shall achieve Final Completion of the Work within fifteen (15) calendar days of Substantial Completion or no later than forty-five (45) days of the issuance of the Notice to Proceed, whichever date occurs first ("Final Completion Date").
- 2.4.1 Substantial Completion and Final Completion Defined:
- 2.4.1.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of 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 (except for "punch list" items of Work, if any);
- And
- (iv) The Towns engineer/architect of record for the project, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.1.2 Final Completion 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:

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to 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 Towns engineer/architect of record for the Project has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion of **Exhibit "A"** consisting of the Contractor's Bid and Town shall pay Contractor for completion of the Work in strict accordance with the Contract Documents at said price stipulated in the Work Authorization.
- 3.2 Town shall not be liable for any cost increases or price escalations associated with labor or materials 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 amount defined in a Work Authorization Price, Contractor shall pay such excesses from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to a Work Authorization Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in strict accordance with this Agreement and the Work Authorization under which it was authorized. Upon verification by Town that the invoiced Work has been performed in strict

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

accordance with this Agreement and the Work Authorization under which it was authorized, Town shall have thirty (30) days thereafter to pay said invoice.

- 3.4 Town shall pay each Work Authorization Price to Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payment applications may be submitted by Contractor to Town for partial completion of the Work under a Work Authorization, but no more often than once monthly, for the period ending at the end of the month. Each payment application must be accompanied by supporting documentation and other information reasonably requested by Town including, but not limited to, a Partial Release of Lien in the form set forth in section 713.20, Florida Statutes. Subject to the provisions of Section 218.735, Florida Statutes, each progress payment shall be reduced by 10% retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other project-close out documentation required by the Contract Documents, including but not limited to a Final Release of Lien in the form set forth in section 713.20, Florida Statutes, and 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. References to chapter 713, Florida Statutes, are for convenience and for purposes of defining Contractor's obligations to seek payment. Nothing herein shall be construed, however, to permit Contractor or any other person or entity to assert or record a lien against public property.
- 3.5 A final payment request under a Work Authorization must be accompanied by written notice from Contractor that the entire Work set forth in such Work Authorization was completed. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. 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 the Work Authorization, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling the Town to a set-off against 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 a Work Authorization; for work which is outside the limits shown or ordered in a Work Authorization; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or of the Work hereunder by Contractor 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 written consent and approval of the Town Administrator.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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 pursuant to the Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance and Bonds

- 6.1 Throughout the term of this Agreement 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 this Section 6. Failure of Contractor to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will constitute a material breach of this Agreement justifying its immediate termination for cause.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business and issue insurance in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A, Class VII or better per A.M. Best's Key Rating Guide, latest edition.
- 6.3 All Insurance Policies shall name and endorse the following as additional insured:
- The Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 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 as providing any of the required insurance coverage required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate(s) in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be rescinded.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

6.6 Contractor 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 (chapter 440, Florida Statutes) and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits of Chapter 44, Florida Statutes, which shall include employer's liability insurance. 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 One Million Dollars (\$1,000,000) 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:** Contractor shall carry Commercial General Liability Insurance (CGL) with limits of not less than One Million Dollars (\$1,000,000) per occurrence, with combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) 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, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, 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 policy shall also include an endorsement in which the insurer acknowledges and accepts that Contractor may be utilizing volunteers in addition to employees on the Project.

Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance which the Town may maintain.

- D. **ENVIRONMENTAL POLLUTION INSURANCE:**
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Comprehensive General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverage required by this Section and appropriately endorsed for contractual liability with the Town named as an additional insured by endorsement and listed as certificate holder, prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty-(30) calendar day's prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:
- Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330-2628
- and
- Keith Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301
- 6.9 If Contractor's Insurance policy is a "claims-made" policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 If any of Contractor's Insurance policies includes 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 Section 6.
- 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, 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,

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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 OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner of the Project 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 termination of this Agreement.
- 6.19 **BOND.** The Contractor shall provide separate performance and payment bonds for the Project (the "Bonds") in forms acceptable to the Town and that in all respects comply with the requirements and form set forth in Florida Statute §255.05. Each of the Bonds shall be in the minimum amount of 100% of the Bid price, guaranteeing to the Town the full and timely completion and performance of the Work pursuant to each Work Authorization as well as full payment of all suppliers, material men, laborers, or subcontractors employed by, through or under Contractor for the Project. The Performance Bond shall continue in effect as to the Town for at least five year(s) after Final Completion of the Work . The Contractor further understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Bond required hereunder; and that notwithstanding the terms of the Agreement or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

Notwithstanding the specific minimum performance and payment bond, and insurance requirements set forth in this Agreement, the Town may require that the Contractor procure additional insurance and bond coverages and limits for a specific Work Authorization, and up to the amount equivalent to 100% of the Work Authorization price. The added cost for the bond and insurance coverage, if required by the Town, may be included in the total compensation to be set forth in the Work Authorization price schedule set forth in Section 3 hereof.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor hereby agrees to indemnify, defend, and hold harmless Town, its employees, agents, or servants from and against any and all liability, loss, or expense resulting from any such violation, including attorney's fees and costs (at both the trial and appellate levels).

Section 8: Laws and Regulations

Contractor agrees to abide by 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 law, 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 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 Work pursuant to this Agreement, or anyone else for whose actions Contractor is responsible. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify the Town as set forth herein shall survive the termination or expiration of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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, marital status or medical 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, color, religion, sex, national origin, disability, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Section constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any 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.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in the Florida Statutes, as now worded or as may hereafter be 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 at all levels, the prevailing party shall be entitled to recover the 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 its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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, and any applicable warranty period. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement justifying its immediate termination for cause.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination and/or cancellation of this Agreement by Town.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination of "IFB No.: 14-004, Drainage Improvements at Intersection of SW 54th Place and SW 196th Lane 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 and **no other compensation or damages shall be paid to or recovered by Contractor in any legal proceeding against Town including, but not limited to, consequential damages of any kind including lost profits on Work not yet performed by Contractor.** 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

C. **Termination for Cause.** Except as otherwise provided herein, in the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have thirty (30) 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 effective immediately thereafter. Material breaches shall include, but are not limited to Contractor's:

- (1) Violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures;
- (2) Performing defective work;
- (3) Failure to adhere to the Project schedule where no approve time extension has been granted by Town;
- (4) Failure to supply enough sufficiently skilled workers;
- (5) Abandonment of the Work;
- (6) Any violation of any of the terms and conditions of this Agreement.

In the event that Town terminates 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, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) day's 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, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

E. **Immediate Termination by Town.** 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 failure to maintain any Insurance required by Section 6 of this Agreement;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's violation of Section 16 of this Agreement;
5. Contractor's violation of Section 19 of this Agreement; or
6. Contractor's violation of Section 20 of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Section 19: Liquidated Damages ("LD's")

In the event Contractor does not achieve completion of the Work as defined in this Agreement in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial or Final Completion Dates may cause grave injury and damage to the Town. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion or Final Completion of the Work within the specified calendar days for each location, from the effective date of the Work Authorization, Notice to Proceed or Purchase Order for the Work, whichever the case may be, and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to \$500.00 for each day or portion thereof, that the date of completion is later than the scheduled Completion Dates set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Section 20: Public Entity Crimes Statement

Pursuant to Florida Statutes, Section 287.133: "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 21: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized as the basis for other governmental entities or units to procure the services subject of this Agreement from the Contractor. In the event that the Contractor is engaged by another public agency to perform the services which are the subject of this Agreement, the Town shall have no obligations whatsoever for payment or performance of the agreement between Contractor and the other agency.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Section 22: Change Orders, Modification of Agreement, and Construction Change Directives

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement and/or the Completion Dates. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Work Authorization Price and/or the Completion Dates 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. In the event the Town and Contractor dispute the amount of any adjustment in the Work Authorization Price or Completion Dates, or both, resulting from any change(s) in the Work, the Town may nonetheless direct the Contractor in writing to proceed with the change(s) by issuing a Construction Change Directive. Upon receipt of a Construction Change Directive, Contractor shall diligently prosecute the Work described therein and shall otherwise continue its performance of the Work under this Agreement without work stoppage or delay due to the dispute. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

Section 23: 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 or remedies 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 or in equity.

Section 24: 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 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 25: 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 OR RELATING TO THIS AGREEMENT.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

Section 26: 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 27: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 28: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 29: 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, with respect to the subject matter hereof.

Section 30: 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 31: 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 or be construed to be in full force and effect. 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 32: Resolution of Disputes

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. 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

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

decision shall be final and conclusive unless Contractor provides Town with written notice of its objection within seven (7) days after receipt of the Town Administrator's decision. Failure to do so shall result in a waiver of Contractor's claims. Provided that Contractor timely furnishes written notice of its objection, the parties shall endeavor to resolve their disputes through mediation with an agreed upon mediator within sixty (60) days thereafter. The parties shall equally split the cost of mediation. In the event the parties cannot agree to a mediator or the procedures of mediation, the parties shall submit the dispute for mediation through the American Arbitration Association ("AAA"), pursuant to the AAA mediation rules governing construction disputes. Venue for mediation shall be in Broward County, Florida. Attendance at mediation shall be a condition precedent to litigation, and any action filed in violation of this paragraph shall, upon motion of a party, be stayed pending the completion of mediation.

Section 33: Notice

Whenever either party desires to give notice to 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.f.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 the giving of notice:

If to Town:

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

With a copy to:

Keith Poliakoff
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

Daniel Petrillo
DP Development of the Treasure Coast, LLC
2240 NW 22nd Street
Pompano Beach, FL 33069

Section 34: Miscellaneous

- A. **Ownership of Documents.** 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

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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. Audit and Inspection Rights and Retention of Records.** 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 termination or expiration of this Agreement of Final Completion of the Work, 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 by the end of the retention period or three (3) years, whichever is later, 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. Independent Contractor.** 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

- D. Conflicts.** 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. Contingency Fee.** 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. Materiality and Waiver of Breach.** 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 by Town 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 continuing waiver of the terms of this Agreement.
- G. Joint Preparation.** 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** 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. Truth-in-Negotiation Certificate.** 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.

[SIGNATURES ON NEXT PAGE]

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

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 _____ 2014.

WITNESSES:

CONTRACTOR:

By: _____

Daniel Petrillo, Managing Partner

____ day of _____ 2014

WITNESSES:

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of _____ 2014

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2014

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

ACTIVI

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-004

EXHIBIT "B"
TOWN OF SOUTHWEST RANCHES

WORK AUTHORIZATION FORM

THIS WORK AUTHORIZATION No. ____, made and entered into as of this __ day of _____, 20__, pursuant to that certain contract for **"IFB No.: 14-004, Drainage Improvements at Intersection of W 54th Place and SW 196th Lane 52nd Street (the Contract)** between the Town of Southwest Ranches, Florida (the Town) and _____, a Florida corporation (the Contractor), made as of the __ day of _____, 20__. All terms used herein shall have the meaning set forth, or referred to, in the Contract unless otherwise defined herein.

1. This Work Authorization (WA) No. _____ is executed in connection with and is deemed to be part of the Contract.
2. The Scope of Work for WA No. ____ is more particularly described on the following documents attached hereto as Exhibit(s) _____ and hereby incorporated into the Contract.
3. The date of commencement for the work for WA No. ____ shall be as indicated in the Notice to Proceed issued by the Town Engineer, and the Contractor agrees that Final Completion shall be _____ calendar days from date of commencement.
4. The compensation to Contractor under this work authorization shall be the sum of:
_____. (\$_____).
5. Other conditions of this Work Authorization are:

CONTRACTOR:

Witness:

By: _____

By: _____

Printed Name and Title:

TOWN OF SOUTHWEST RANCHES

Attest by:

By: _____

Andrew D. Berns, Town Administrator

Russell Muñiz, MMC, Town Clerk



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

(305) 434-0008 Town Hall
(305) 434-1490 Fax

Town
Jeff Nelson
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council
Freddie Fisikelli, Council
Doug McKay, Council

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Engineer
Russell Muniz, MMC
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Officer

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Clete Saunier, Public Works Director

DATE: June 30, 2014

SUBJECT: Award of Bid to Williams Paving for Construction of Drainage Improvements at West Palomino Drive (SW 50th Street) and Thoroughbred Lane (SW 145th Avenue)

Recommendation

To place this item on the agenda to enter into an agreement with Williams Paving for the construction of drainage improvements at the intersection of West Palomino Drive and Thoroughbred Lane for \$72,246.23.

Issue

A contractor is needed for the construction of drainage improvements at the intersection of West Palomino Drive and Thoroughbred Lane.

Background

The Town desires to provide and maintain an acceptable level of roadway drainage service by identifying, prioritizing, and implementing an annual street drainage plan. The Town's Drainage and Infrastructure Advisory Board has approved a list of drainage projects, and this project has been prioritized in the FY 2013-2014 Town Budget as a result.

The Central Broward Water Control District has graciously agreed to pay for the entire cost of the pipe and headwall for this project, which equals \$27,792.58. This match will be a reimbursement based on receipts submitted.

A bid to hire a contractor for this construction was advertised on May 30, 2014 and five (5) bids were timely received on July 1, 2014. After due diligence by Town staff, the lowest responsive and responsible bid for \$72,246.23 was determined to be Williams Paving.

The substantial completion of the project shall be thirty five (35) calendar days from date of issuance of the Notice to Proceed, and final completion shall be fifty (50) calendar days from date of issuance of the Notice to Proceed.

The contract was reviewed and approved by the Town Attorney's Office.

Fiscal Impact

A \$72,246.23 budgetary appropriation was anticipated for this service authorization within the FY 2013/2014 adopted budget. Funds are therefore available in the Municipal Transportation Fund account #101-5100-541-63260 (Drainage). The Central Broward Control District will reimburse the Town \$27,792.58, so the Town's financial obligation to this project is \$44,453.65.

The list of all responses received is below:

Contractor	Bid Price
Williams Paving	\$72,246.23
D.P. Development of Treasure Coast	\$90,824.00
Johnson Davis	\$103,289.00
Okabrema Corp	\$128,700.00
JVA Engineering	\$167,777.79

Staff Contact

Clete Saunier, Public Works Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH WILLIAMS PAVING FOR AN AMOUNT NOT TO EXCEED \$72,246.23 TO COMPLETE THE DRAINAGE IMPROVEMENTS AT THE INTERSECTION OF WEST PALOMINO DRIVE (SW 50TH STREET) AND THOROUGHBRED LANE (SW 145TH AVENUE); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project at the intersection of West Palomino Drive and Thoroughbred Lane; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, this project is specifically named in the FY 2013-2014 Town Budget; and

WHEREAS, the Central Broward Water Control District is providing a financial contribution of \$27,792.58 to this project; and

WHEREAS, the Town Council believes it is in the best interest of the Town to contract with a professional contractor to perform services relating to this project; and

WHEREAS, the Town advertised Invitation for Bid (IFB) # 14-005 on May 29, 2014; and

WHEREAS, the project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and everything else necessary for proper construction and completion of the project, which consists of the excavation, construction of 18" diameter corrugated metal pipe, construction of concrete drainage structures and inlets with grates, filling and street repaving, and installation of grass sod; and

WHEREAS, on July 1, 2014, the Town received five (5) bids in response to the advertisement; and

WHEREAS, Williams Paving has provided the lowest-priced responsive and responsible bid; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement with Williams Paving for the drainage improvement project at West Palomino Drive and Thoroughbred Lane under the terms and conditions set forth hereinafter.

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

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Williams Paving providing the construction of the drainage improvement project at West Palomino Drive and Thoroughbred Lane as outlined in the Invitation for Bid in the amount not to exceed \$72,246.23 Dollars as attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into 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 and proper to effectuate the intent of this Resolution.

Section 4. That 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 July, 2014 on a motion by _____ and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Following Page]

Jeff Nelson, Mayor

Attest:

Russell Muniz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

ATTACHMENT “A”

AGREEMENT FORM

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

AGREEMENT
BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WILLIAMS PAVING COMPANY, INC.

FOR

DRAINAGE IMPROVEMENTS AT
INTERSECTION OF SW 50th STREET AND SW 145th AVENUE

IFB No. 14-005

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

CONTRACT FOR

DRAINAGE IMPROVEMENTS AT
INTERSECTION OF SW 50th STREET AND SW 196th LANE

THIS IS A CONTRACT for Drainage Improvements - Intersection of SW 50th Street & SW 145th Avenue (“Agreement”) made and entered into on this _____ day of _____, 2014 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Williams Paving Company, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, on May 30, 2014, in furtherance of the Town’s Procurement Code, the Town published an Invitation for Bids (“IFB”) seeking qualified contractors to enter into a contract based on unit costs to provide Drainage Improvements at the Intersection of SW 50th Street & SW 145th Avenue within the Town limits; and

WHEREAS, bids were received by the Town on July 1, 2014 at 2:00 P.M.; and

WHEREAS, there were Five (5) bids received for the services requested; and

WHEREAS, the Town has adopted Resolution No. 2014-___ at a public Town Council meeting approving the award and has selected Williams Paving Company, Inc. , as Contractor for the Project.

WHEREAS, the Town is desirous of entering into an agreement with Williams Paving Company, Inc. to provide construction services for Drainage Improvements at the Intersection of SW 50th Street & SW 145th Avenue pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 The Contract Documents consist of this Agreement as modified by executed Work Authorizations (as defined below) and executed Change Orders (as defined below) and the following exhibits which are attached to this Agreement and made a part of it by this reference:

Exhibit “A” – The IFB, including the Scope of Work as set forth in the IFB and Contractor’s Bid including Unit Prices;

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Exhibit “B” – Work Authorization Sample Form;

To the extent of any conflict among the Contract Documents, the more stringent criteria shall govern over the less stringent criteria and the terms of the Agreement, as it may be modified by executed Work Authorizations and executed Change Orders, shall govern over the terms of the referenced exhibits.

- 1.3 The Contractor agrees to perform the duties and responsibilities as defined and described in and/or reasonably inferable from the Contract Documents (hereinafter referred to as “Work”).
- 1.4 Contractor’s Work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any of the Work (“Work Authorizations”). The form of Work Authorization is attached to and made a part of this Agreement as **Exhibit “B”**. In general, the Work shall include, but shall not be limited to providing installation, testing and repair of fire protection water wells within the Town limits, all as more specifically described in **Exhibit “A”**. Work performed by the Contractor without an executed Work Authorization shall be performed at Contractor’s sole cost and expense and Contractor shall not be entitled to receive any compensation from the Town for such Work. In the event that any of the Work to be performed is at a volume less than the volume as defined by the Item description in the IFB, Contractor will cooperate with the Town by further breaking down the Unit Price for the particular Item.
- 1.5 All Work rendered pursuant to this Agreement by Contractor shall be performed in strict accordance with the applicable standard of care for persons or entities performing similar work for local governments in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Agreement and Agreement Time

- 2.1 The term of this Agreement shall be a period of fifty (50) days from the Notice to Proceed or such longer period as may be agreed to by the parties, or otherwise required to achieve Final Completion of the Work. This Agreement may be extended at the sole discretion of the Town.

Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in the Work Authorization for such Work. Time is of the essence in the performance of the Work.

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”

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- 2.3 No Damages for Delay - 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 and Contractor hereby waives all other claims and remedies for such hindrance or delay.
- 2.4 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 thirty-five (35) calendar days beginning on the date of issuance of the building permit for the Work (the effective date of the Notice to Proceed) as stated in the Notice to Proceed, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date"). Contractor shall achieve Final Completion of the Work within fifteen (15) calendar days of Substantial Completion or no later than fifty (50) days of the issuance of the Notice to Proceed, whichever date occurs first ("Final Completion Date").
- 2.4.1 Substantial Completion and Final Completion Defined:
- 2.4.1.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of 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 (except for "punch list" items of Work, if any);
- And
- (iv) The Towns engineer/architect of record for the project, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.1.2 Final Completion 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:

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Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to 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 Towns engineer/architect of record for the Project has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion of **Exhibit "A"** consisting of the Contractor's Bid and Town shall pay Contractor for completion of the Work in strict accordance with the Contract Documents at said price stipulated in the Work Authorization.
- 3.2 Town shall not be liable for any cost increases or price escalations associated with labor or materials 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 amount defined in a Work Authorization Price, Contractor shall pay such excesses from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to a Work Authorization Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in strict accordance with this Agreement and the Work Authorization under which it was authorized. Upon verification by Town that the invoiced Work has been performed in strict

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accordance with this Agreement and the Work Authorization under which it was authorized, Town shall have thirty (30) days thereafter to pay said invoice.

- 3.4 Town shall pay each Work Authorization Price to Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payment applications may be submitted by Contractor to Town for partial completion of the Work under a Work Authorization, but no more often than once monthly, for the period ending at the end of the month. Each payment application must be accompanied by supporting documentation and other information reasonably requested by Town including, but not limited to, a Partial Release of Lien in the form set forth in section 713.20, Florida Statutes. Subject to the provisions of Section 218.735, Florida Statutes, each progress payment shall be reduced by 10% retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other project-close out documentation required by the Contract Documents, including but not limited to a Final Release of Lien in the form set forth in section 713.20, Florida Statutes, and 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. References to chapter 713, Florida Statutes, are for convenience and for purposes of defining Contractor's obligations to seek payment. Nothing herein shall be construed, however, to permit Contractor or any other person or entity to assert or record a lien against public property.
- 3.5 A final payment request under a Work Authorization must be accompanied by written notice from Contractor that the entire Work set forth in such Work Authorization was completed. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. 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 the Work Authorization, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling the Town to a set-off against 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 a Work Authorization; for work which is outside the limits shown or ordered in a Work Authorization; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or of the Work hereunder by Contractor 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 written consent and approval of the Town Administrator.

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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 pursuant to the Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance and Bonds

- 6.1 Throughout the term of this Agreement 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 this Section 6. Failure of Contractor to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will constitute a material breach of this Agreement justifying its immediate termination for cause.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business and issue insurance in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A, Class VII or better per A.M. Best's Key Rating Guide, latest edition.
- 6.3 All Insurance Policies shall name and endorse the following as additional insured:
- The Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 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 as providing any of the required insurance coverage required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate(s) in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be rescinded.

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6.6 Contractor 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 (chapter 440, Florida Statutes) and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits of Chapter 44, Florida Statutes, which shall include employer's liability insurance. 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 One Million Dollars (\$1,000,000) 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:** Contractor shall carry Commercial General Liability Insurance (CGL) with limits of not less than One Million Dollars (\$1,000,000) per occurrence, with combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) 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, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, 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 policy shall also include an endorsement in which the insurer acknowledges and accepts that Contractor may be utilizing volunteers in addition to employees on the Project.

Such insurance shall not diminish Contractor's indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance which the Town may maintain.

- D. **ENVIRONMENTAL POLLUTION INSURANCE:**
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Comprehensive General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

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- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverage required by this Section and appropriately endorsed for contractual liability with the Town named as an additional insured by endorsement and listed as certificate holder, prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty-(30) calendar day's prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:
- Town of Southwest Ranches
Attention: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330-2628
- and
- Keith Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301
- 6.9 If Contractor's Insurance policy is a "claims-made" policy, then Contractor shall maintain such Insurance Coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.
- 6.10 If any of Contractor's Insurance policies includes 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 Section 6.
- 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, 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,

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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 OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner of the Project 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 termination of this Agreement.
- 6.19 **BOND.** The Contractor shall provide separate performance and payment bonds for the Project (the "Bonds") in forms acceptable to the Town and that in all respects comply with the requirements and form set forth in Florida Statute §255.05. Each of the Bonds shall be in the minimum amount of 100% of the Bid price, guaranteeing to the Town the full and timely completion and performance of the Work pursuant to each Work Authorization as well as full payment of all suppliers, material men, laborers, or subcontractors employed by, through or under Contractor for the Project. The Performance Bond shall continue in effect as to the Town for at least five year(s) after Final Completion of the Work. The Contractor further understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment

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Bond required hereunder; and that notwithstanding the terms of the Agreement or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

Notwithstanding the specific minimum performance and payment bond, and insurance requirements set forth in this Agreement, the Town may require that the Contractor procure additional insurance and bond coverages and limits for a specific Work Authorization, and up to the amount equivalent to 100% of the Work Authorization price. The added cost for the bond and insurance coverage, if required by the Town, may be included in the total compensation to be set forth in the Work Authorization price schedule set forth in Section 3 hereof.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement; and Contractor hereby agrees to indemnify, defend, and hold harmless Town, its employees, agents, or servants from and against any and all liability, loss, or expense resulting from any such violation, including attorney's fees and costs (at both the trial and appellate levels).

Section 8: Laws and Regulations

Contractor agrees to abide by 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 law, 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 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 Work pursuant to this Agreement, or anyone else for whose actions Contractor is responsible. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify the Town as set forth herein shall survive the termination or expiration of this Agreement.

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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, marital status or medical 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, color, religion, sex, national origin, disability, or medical status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Section constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any 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.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in the Florida Statutes, as now worded or as may hereafter be 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 at all levels, the prevailing party shall be entitled to recover the 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.

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Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable 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, and any applicable warranty period. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement justifying its immediate termination for cause.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination and/or cancellation of this Agreement by Town.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination of "IFB No.: 14-005, Drainage Improvements at Intersection of SW 50th Street and SW 145th Avenue 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 and **no other compensation or damages shall be paid to or recovered by Contractor in any legal proceeding against Town including, but not limited to, consequential damages of any kind including lost profits on Work not yet performed by Contractor.** 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

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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. Termination for Cause. Except as otherwise provided herein, in the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have thirty (30) 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 effective immediately thereafter. Material breaches shall include, but are not limited to Contractor's:

- (1) Violations of governing standards, violations of state or federal laws, violation of Town's policies and procedures;
- (2) Performing defective work;
- (3) Failure to adhere to the Project schedule where no approve time extension has been granted by Town;
- (4) Failure to supply enough sufficiently skilled workers;
- (5) Abandonment of the Work;
- (6) Any violation of any of the terms and conditions of this Agreement.

In the event that Town terminates 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, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) day's 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, Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would have received if terminated by Town for Convenience as described in subparagraph (B) of this Section.

E. Immediate Termination by Town. 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 failure to maintain any Insurance required by Section 6 of this Agreement;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's violation of Section 16 of this Agreement;

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5. Contractor's violation of Section 19 of this Agreement; or
6. Contractor's violation of Section 20 of this Agreement.

Section 19: Liquidated Damages ("LD's")

In the event Contractor does not achieve completion of the Work as defined in this Agreement in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial or Final Completion Dates may cause grave injury and damage to the Town. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion or Final Completion of the Work within the specified calendar days for each location, from the effective date of the Work Authorization, Notice to Proceed or Purchase Order for the Work, whichever the case may be, and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to \$500.00 for each day or portion thereof, that the date of completion is later than the scheduled Completion Dates set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Section 20: Public Entity Crimes Statement

Pursuant to Florida Statutes, Section 287.133: "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 21: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized as the basis for other governmental entities or units to procure the services subject of this Agreement from the Contractor. In the event that the Contractor is engaged by another public agency to perform the services which are the subject of this Agreement, the

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

Town shall have no obligations whatsoever for payment or performance of the agreement between Contractor and the other agency.

Section 22: Change Orders, Modification of Agreement, and Construction Change Directives

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement and/or the Completion Dates. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Work Authorization Price and/or the Completion Dates 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. In the event the Town and Contractor dispute the amount of any adjustment in the Work Authorization Price or Completion Dates, or both, resulting from any change(s) in the Work, the Town may nonetheless direct the Contractor in writing to proceed with the change(s) by issuing a Construction Change Directive. Upon receipt of a Construction Change Directive, Contractor shall diligently prosecute the Work described therein and shall otherwise continue its performance of the Work under this Agreement without work stoppage or delay due to the dispute. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

Section 23: 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 or remedies 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 or in equity.

Section 24: 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 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 25: 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 OR RELATING TO THIS AGREEMENT.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

Section 26: 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 27: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 28: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 29: 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, with respect to the subject matter hereof.

Section 30: 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 31: 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 or be construed to be in full force and effect. 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 32: Resolution of Disputes

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. The Town Administrator's decision shall be

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

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 unless Contractor provides Town with written notice of its objection within seven (7) days after receipt of the Town Administrator's decision. Failure to do so shall result in a waiver of Contractor's claims. Provided that Contractor timely furnishes written notice of its objection, the parties shall endeavor to resolve their disputes through mediation with an agreed upon mediator within sixty (60) days thereafter. The parties shall equally split the cost of mediation. In the event the parties cannot agree to a mediator or the procedures of mediation, the parties shall submit the dispute for mediation through the American Arbitration Association ("AAA"), pursuant to the AAA mediation rules governing construction disputes. Venue for mediation shall be in Broward County, Florida. Attendance at mediation shall be a condition precedent to litigation, and any action filed in violation of this paragraph shall, upon motion of a party, be stayed pending the completion of mediation.

Section 33: Notice

Whenever either party desires to give notice to 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.f.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 the giving of notice:

If to Town:

Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

With a copy to:

Keith Poliakoff
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

Jose Rodriguez, President
Williams Paving Company, Inc.
11300 NW So. River Drive
Medley, FL 33178

Section 34: Miscellaneous

- A. Ownership of Documents.** 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

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

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. Audit and Inspection Rights and Retention of Records.** 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 termination or expiration of this Agreement of Final Completion of the Work, 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 by the end of the retention period or three (3) years, whichever is later, 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. Independent Contractor.** 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

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

and Contractor a partnership or joint venture.

- D. Conflicts.** 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. Contingency Fee.** 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. Materiality and Waiver of Breach.** 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 by Town 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 continuing waiver of the terms of this Agreement.
- G. Joint Preparation.** 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** 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. Truth-in-Negotiation Certificate.** 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.

[SIGNATURES ON NEXT PAGE]

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

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 10th day of July 2014.

WITNESSES:

CONTRACTOR:
WILLIAMS PAVING CO., INC.

By: _____
Jose Rodriguez, President

____ day of _____ 2014

WITNESSES:

TOWN:
TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of _____ 2014

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2014

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

ACTIVI

TOWN OF SOUTHWEST RANCHES, FLORIDA

Invitation for Bids

IFB No. 14-005

EXHIBIT "B"
TOWN OF SOUTHWEST RANCHES

WORK AUTHORIZATION FORM

THIS WORK AUTHORIZATION No. ____, made and entered into as of this __ day of ____, 20__, pursuant to that certain contract for **"IFB No.: 14-005, Drainage Improvements at Intersection of SW 50th Street and SW 145th Avenue (the Contract)"** between the Town of Southwest Ranches, Florida (the Town) and _____, a Florida corporation (the Contractor), made as of the __ day of ____, 20__. All terms used herein shall have the meaning set forth, or referred to, in the Contract unless otherwise defined herein.

1. This Work Authorization (WA) No. ____ is executed in connection with and is deemed to be part of the Contract.
2. The Scope of Work for WA No. ____ is more particularly described on the following documents attached hereto as Exhibit(s) _____ and hereby incorporated into the Contract.
3. The date of commencement for the work for WA No. ____ shall be as indicated in the Notice to Proceed issued by the Town Engineer, and the Contractor agrees that Final Completion shall be _____ calendar days from date of commencement.
4. The compensation to Contractor under this work authorization shall be the sum of:
_____. (\$_____).
5. Other conditions of this Work Authorization are:

CONTRACTOR:

Witness:

By: _____

By: _____

Printed Name and Title:

TOWN OF SOUTHWEST RANCHES

Attest by:

By: _____

Andrew D. Berns, Town Administrator

Russell Muñiz, MMC, Town Clerk



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

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

Town Council
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Gary Jablonski, Vice Mayor
Steve Breitreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Emily McCord, Community Services Coordinator

DATE: June 20, 2014

SUBJECT: Service Authorization to CPZ Architects, Inc. for Professional Architectural Services for Fishing Hole Park

Recommendation

To place this item on the agenda to approve a service authorization to CPZ Architects, Inc. for professional architectural services for the restroom facility at the Fishing Hole Park.

Issue

A professional architect is needed for the construction oversight, product submittal approvals, and completion certification for the restroom structure at the Town's Fishing Hole Park.

Background

On August 9, 2012, the Town approved Resolution 2012-063 approving the continuing contract for professional architectural services with CPZ Architects, Inc. The selection and award of contract was in accordance with the advertised Request for Letters of Interest (RLI) No. 12-004 for "A Continuing Contract for Professional Architectural Services" meeting the Consultants' Competitive Negotiation Act (CCNA) and the Town's procurement process.

This Continuing Contract allows the Town to use CPZ Architects, Inc. on an as-needed basis to develop the park projects as directed by Town Council. The RLI listed needed architectural services such as design and to obtain permits necessary for the construction of Town facilities including the playground, picnic pavilion, restrooms and ADA access for the Country Estates Fishing Hole Park.

In FY 2013, the Town Council authorized CPZ Architects to design the Fishing Hole Park restroom facility for \$13,500. Under the direction of the previous Town Engineer, the original proposal of \$17,500 was reduced and renegotiated to deduct construction oversight.

Staff is requesting this amount be added back into CPZ Architect's scope due to the tremendous workload on Town staff with other capital projects including, but not limited to, the Rolling Oaks Barn, TSDOR, entranceway signage, twelve drainage projects, SW 190th roadway extension, Stirling Road guardrails, Calusa Corners playground, parking and pavilion, and Country Estates Park wetlands, trails and pavilion.

Fiscal Impact

A not to exceed \$4,500.00 budgetary requirement is needed for this service authorization. Funds are available in account 301-5300-572-63200 of the FY 2013/2014 budget.

The scope includes construction administration, shop drawing and pay application review, and site visits substantial completion. This work will be billed on an hourly basis and will not exceed 20 hours of work.

Staff Contact

Emily McCord, Community Services Coordinator

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AUTHORIZING A PURCHASE ORDER NOT TO EXCEED FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) TO CPZ ARCHITECTS, INC. FOR CONSTRUCTION OVERSIGHT FOR THE RESTROOM DEVELOPMENT IN THE COUNTRY ESTATES FISHING HOLE PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 9, 2012, the Town approved Resolution 2012-063 approving the continuing contract for professional architectural services with CPZ Architects, Inc.; and

WHEREAS, the Town purchased the real property located at 18900 Griffin Road to develop a passive public park; and

WHEREAS, the Town has begun constructing recreational elements in the park; and

WHEREAS, The Town Council previously authorized \$13,500 to CPZ Architects, Inc., for the design of the restroom facility in Country Estates Fishing Hole Park; and

WHEREAS, on January 23, 2014, the Town approved Resolution 2014-24 approving a contract with Anzco, Inc. for construction of the restroom facility in the park and construction is expected to be completed by September 1, 2014; and

WHEREAS, the Town is requesting CPZ Architects, Inc. to perform additional services for construction administration, shop drawing and pay application review, and site visits for substantial completion. This work will be billed on an hourly basis and will not exceed 20 hours of work; and

WHEREAS, the Town of Southwest Ranches desires to issue a purchase order for this work;

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 ratifies an additional expenditure to CPZ Architects, Inc. in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00) for additional construction administration services relating to the restroom development in the County Estates Fishing Hole Park.

Section 3. That 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 July, 2014 on a motion by _____ and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

11809535.1



June 20, 2014

Town of Southwest Ranches
Attn: Ms Emily McCord
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

Re: Country Estates Fishing Hole Park
Architectural Proposal

Dear Mr. McCord:

Please find below are proposal for construction administration services for the Country Estates Fishing Hole Creek Project.

SCOPE

This scope includes construction administration for the Fishing Hole Creek Park Restrooms. This includes shop drawing and pay application review as well as a site visit for substantial completion.

A. Construction Administration

- a. Construction Administration will be billed on an hourly basis per or standard hourly rates as requested by the Town Staff. This work is estimated to be approximately 20 hours of work.

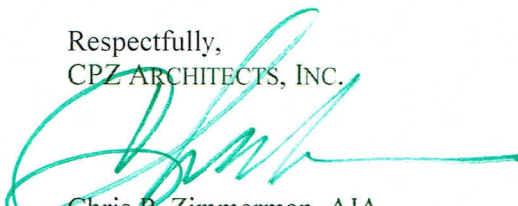
COMPENSATION

A. Construction Administration	\$ 2,500.00
a. Site Visits	\$ 2,000.00
i. Attend four site visits Additional meetings will be billed at \$500 per meeting.	
Total-Not to Exceed	\$ 4,500.00

Reimbursable expenses will be billed as per our continuing contract.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.



Chris P. Zimmerman, AIA
President

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525, FAX (954) 337-0359
WWW.CPZARCHITECTS.COM



EXHIBIT "B"

Rate and Fee Schedule

Town of Southwest Ranches, Continuing Services
Southwest Ranches, RLI #12-004
CPZ Architect's Project Number #1222
June 15, 2012
(Standard \$1 Million in Professional Liability Insurance and NO Umbrella)

Staff Hourly Rates	2012
Project Principal	\$ 150.00
Senior Project Manager	\$ 135.00
Project Manager	\$ 125.00
Architectural Technician *	\$ 95.00
Clerical *	\$ 45.00
Graphics/Renderings *	\$ 95.00
Expert Witness / Legal Testimony	\$ 250.00

Additional Items:

1. Above rates marked with " *" are for normal working hours from 8:00am to 5:00pm. If overtime hours are required and requested by the Client these rates will be increased by 1.5 times the rates shown above.
2. The above rates will be valid for a period two year from the date shown at the top of this page.
3. Charges for special services will be negotiated.
4. Reimbursable Expenses will be as follows:
 - a. In County Mileage – No Charge
 - b. Out of County Mileage – Invoiced per Internal Revenue Rates
 - c. See the following page for additional reimbursables. The rates shown include a 6% sales tax from the supplier to CPZ Architects.
5. Consultants hourly Rates will be equivalent to the rates shown for the Architect above.



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

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

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Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell C. Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Russell C. Muñiz, MMC, Town Clerk

DATE: June 27, 2014

SUBJECT: Amended Council Meeting Schedule for Calendar Year 2014

Recommendation:

Town Staff is requesting Town Council's consideration and approval of the amended Town Council meeting schedule for calendar year 2014 as discussed at the June 26, 2014 Town Council meeting. The amended schedule provides for the revision to the September meetings dates to accommodate the public hearings for millage rate and budget adoption.

Issue:

Section 4.01 of the Town Charter requires the Council to hold at least 11 monthly meetings in each fiscal year. Special meetings may be held on the call of the Mayor or upon the call of three members of the Council.

Background:

The previous meeting schedule was approved by the Town Council on November 14, 2013. The schedule provided for a meeting on September 4, and September 18, 2014. On February 27, 2014 the Town Council approved changing the first meeting in September to September 15th. No change was made to the second meeting on September 18th which would have created conflicts in the required advertising for the public hearing of the millage rate and budget adoption ordinances. The conflict was discussed at the Town Council meeting of June 26, 2014 and direction was given by Council to amend the meeting schedule to reflect the correct meeting dates of September 15th and September 30th 2014.

Fiscal Impact:

No impact.

Staff Contact:

Andrew D. Berns, Town Administrator
Russell C. Muñiz, MMC, Town Clerk

RESOLUTION NO. 2014 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE APPROVED TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2014; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year; and

WHEREAS, in an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month; and

WHEREAS, the Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary; and

WHEREAS, the Town Council desires to amend the meeting dates for September to September 15th and September 30th;

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 amended meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2014.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates as may be necessary.

Section 4: Nothing stated herein shall be interpreted to prevent special meetings to be called in accordance with the Town's Charter.

Section 5: 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 July 2014, on a motion by _____ and
seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

Attest:

Russell C. Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

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

11809601.1

Exhibit A

Regular Town Council Meetings to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month.

JANUARY	23
FEBRUARY	13, 27
MARCH	13, 27
APRIL	10, 24
MAY	8, 22
JUNE	12, 26
JULY	10, 24
AUGUST	14, 28
SEPTEMBER	15, 30 (Meeting dates changed due to public hearing for millage rate and budget adoption)
OCTOBER	9, 23
NOVEMBER	13
DECEMBER	11

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 12, 2014

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Gary Jablonski

Council Member Doug McKay

Council Member Freddy Fisikelli

Council Member Steve Breitzkreuz

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Town Clerk

Regular Meeting 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 Nelson at 7:10 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Aster Knight presented a check in the amount of \$22,000 to the Town on behalf of the Aster Knight Foundation for improvements to the Rolling Oaks Barn.

3. Presentation – Legislative Update – Nelson Diaz, Southern Strategy Group

Nelson Diaz of Southern Strategy Group presented the Town Council with an update of the most recent legislative session.

4. Public Comment – The following member of the public addressed the Town Council: Vince Falletta.

5. Board Reports

Mary Gay Chaples reflected on the history of the Town. She felt that the Southwest Ranches Historical Society was working hard on sorting through all of the historical documents and advised Council on recent developments.

Dee Schroder representing the Southwest Ranches Historical Society updated the Council on their efforts and advised that money had been donated from Sunshine Ranches to assist with the preservation efforts.

Mary Gay Chaples spoke on behalf of the Parks & Recreation Advisory Board and advised that rules for rental of the Rolling Oaks Barn were being developed. She advised that a wedding was being planned for December.

6. Council Member Comments

Council Member McKay spoke of a meeting he attended at the Central Broward Water Control District and advised that they were allocating \$34,000 in drainage improvements for Thoroughbred Lane.

Council Member Fisikelli spoke about tree trimming that South Broward Drainage District would be doing along the canal bank at Fishing Hole Park and a residence on 166th Avenue. He gave an update on improvements at Fishing Hole Park.

Vice Mayor Jablonski thanked staff and the Volunteer Fire Department for their efforts with the grand opening and building dedication. He thanked Council Member Breitzkreuz for comments he wrote in his article regarding the Chili Cookoff.

Council Member Breitzkreuz thanked Council Member McKay and all of those involved with the acquisition and remodel of the Town Hall site. He spoke about the TSDOR project and was excited that it was now starting up. He also spoke about some of the road improvements between 185th Avenue and 188th Avenue including road striping and traffic calming.

Mayor Nelson lamented the passing of Bob Harbin and expressed his condolences to his family. He gave an update on the lawsuit with Pembroke Pines and spoke of his frustration with the city.

7. Legal Comments

Town Attorney Poliakoff announced an executive session for June 26th 2014 at 6p.m. to discuss the lawsuit against Pembroke Pines. He spoke of Pembroke Pines reluctance to provide information as requested. He spoke of the Legal Department's efforts which has resulted in \$1.7 million in revenue for the Town. He also spoke of the County prison site which was recently acquired by the City of Pembroke Pines. He advised Council that an ordinance concerning roof eaves would be coming forward at the next Council meeting.

8. Administration Comments

Town Administrator Berns thanked Council Member Fisikelli, the Volunteer Fire Department and staff who worked on the building dedication ceremony and grand opening. He advised that future grand openings and ribbon cuttings were being scheduled for the restroom and pavilion at Fishing Hole Park, and the Rolling Oaks Barn. He advised that the BSO surplus vehicles have been sent out for auction. He spoke about the community meeting scheduled for June 23rd at 7 pm regarding traffic issues on Stirling Road. Lastly, he informed Council that the Town received a Florida Recreation Development Assistance Program (FRDAP) grant in the amount of \$50,000 for the Calusa Corners property which required no Town match.

Later in the meeting Town Administrator Berns informed Council that the Comprehensive Planning Board expressed interest in including in the comprehensive plan a prohibition of cellular phone tower repeaters on telephone poles in residential neighborhoods. He asked Council for their permission to assign the task of reviewing this issue to the Comprehensive Planning Board. The Council agreed unanimously.

9. Ordinance – 2nd Reading – AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE CHARTER OF THE TOWN OF SOUTHWEST RANCHES; PROPOSING TO AMEND ARTICLE II, ENTITLED "TOWN COUNCIL; MAYOR", AND IN PARTICULAR SECTION 2.07 ENTITLED "COMPENSATION; REIMBURSEMENT FOR EXPENSES" BY CREATING SECTION 2.07(c) TO RECOGNIZE THAT THE OFFICES OF MAYOR AND COUNCIL MEMBER ARE PART-TIME POSITIONS AND AS SUCH THE MAYOR AND COUNCIL MEMBER SHALL BE PERMITTED TO ENGAGE IN OUTSIDE/CONCURRENT EMPLOYMENT CONSISTENT WITH CHAPTER 112, F.S.; AMENDING ARTICLE VIII, "ENTITLED GENERAL PROVISIONS" BY CREATING SECTION 8.08 ENTITLED "BOARDS AND COMMITTEES" TO ESTABLISH BOARDS AND COMMITTEES AND TO RECOGNIZE THAT MEMBERS OF TOWN BOARDS AND COMMITTEES SHALL BE PERMITTED TO ENGAGE IN OUTSIDE/CONCURRENT EMPLOYMENT CONSISTENT WITH CHAPTER 112, F.S.; PROVIDING THAT ANY DISCLOSURES ASSOCIATED WITH SUCH OUTSIDE/CONCURRENT EMPLOYMENT SHALL BE CONSISTENT WITH AND LIMITED TO THE REQUIREMENTS OF CHAPTER 112, F.S., AMENDING ARTICLE VIII, "ENTITLED GENERAL PROVISIONS" BY CREATING SECTION 8.09 ENTITLED "LOBBY OR LOBBYIST" TO CLARIFY THAT THESE TERMS DO NOT INCLUDE UNCOMPENSATED RESIDENTS WHO ARE ADVOCATING ON BEHALF OF THEMSELVES OR FOR OTHER TOWN RESIDENTS; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AT THE NEXT ELECTION OF NOVEMBER 4, 2014; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

10. Approval of Minutes

a. Minutes for May 8, 2014 – Regular Council Meeting

The following motion was made by Council Member Fisikelli, seconded by Vice Mayor Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Fisikelli, McKay, Jablonski, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE MINUTES.

11. Adjournment – Meeting was adjourned at 8:06 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Town Clerk

*Adopted by the Town Council on
this 10TH day of July, 2014.*

Jeff Nelson, 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.