



Southwest Ranches Town Council

REGULAR MEETING

Agenda of April 9, 2015 - **REVISED**

Southwest Ranches Council Chambers
7:00 PM THURSDAY

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Jeff Nelson	<u>Town Council</u> Steve Breitzkreuz Gary Jablonski Doug McKay	<u>Town Administrator</u> Andrew D. Berns	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u> Freddy Fisikelli		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> 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**
- 3. Proclamation – Water Conservation Month – April 2015**

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.

- 4. Waiver of Plat -** Consideration of Waiver of Plat Application WP-011-15. Karla Wolfson, owner; Pulice Land Surveyors, Inc., petitioner, to subdivide a 4.3 acre parcel to create 2 lots of 2.1 and 2.2 net acres respectively. Property generally located on the southwest corner of SW 173rd Way and SW 61st Court, within the Rural Ranches Zoning District, which allows one dwelling unit per 2 net acres. Legally described as the South ½ of Tract 9, in the Northeast ¼ of Section 6, Township 51 South, Range 40 East, according to the Plat of CHAMBER'S LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 5, of the Public Records of Broward County, Florida, less and except road right-of-way. Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida.

End of Quasi-Judicial Items

5. 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.

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

10. Ordinance – 2nd Reading - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING OBJECTIVES AND POLICIES WITHIN SEVERAL ELEMENTS OF THE ADOPTED TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN PERTAINING TO BROWARD COUNTY LAND USE PLAN ("BCLUP") CONSISTENCY REQUIREMENTS, INTERGOVERNMENTAL COORDINATION, AND LOCAL STREET CONNECTIONS; 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. {Requires a Super Majority Vote - Approved on first reading December 11, 2014}

11. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RESPECTFULLY REQUESTING THE BROWARD COUNTY PLANNING COUNCIL TO AMEND SW 184TH AVENUE ON THE TRAFFICWAYS PLAN AND MAP AND THE BROWARD COUNTY METROPOLITAN PLANNING AGENCY TO AMEND THE LONG RANGE TRANSPORTATION PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

12. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A WORK PROPOSAL WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE WORK PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

13. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH STRAIGHT AHEAD CONSTRUCTION, INC. TO COMPLETE THE DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

14. Approval of Minutes

a. March 12, 2015, Regular Town Council Meeting

b. March 12, 2015, Workshop Meeting

- 15. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A DECLARATION THAT THERE IS AN IMMEDIATE DANGER TO THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC, REQUIRING IMMEDIATE ACTION; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE OFFICE OF THE TOWN ATTORNEY TO FILE AN ACTION IN EQUITY SEEKING BOTH MANDATORY AND PROHIBITORY INJUNCTIVE RELIEF AGAINST THE CITY OF PEMBROKE PINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

16. 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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Proclamation

Town of Southwest Ranches Southwest Ranches, Florida

Water Conservation Month – April 2015

WHEREAS, *water is a basic and essential need of every living creature; and*

WHEREAS, *the State of Florida, Water Management Districts and the Town of Southwest Ranches are working together to increase awareness about the importance of water conservation; and*

WHEREAS, *April, typically a dry month when water demands are highest, is annually designated as Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

WHEREAS, *the Town of Southwest Ranches encourages and supports water conservation, through various educational programs and special events; and*

WHEREAS, *every business, industry, school and citizen can make a difference and help by efficiently using water, thus promoting a healthy economy and community; and*

NOW, THEREFORE, I, Jeff Nelson, Mayor of the Town of Southwest Ranches, Florida do hereby proclaim the month of April 2015 as

"Water Conservation Month"

and call upon each citizen and business in the Town of Southwest Ranches to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Southwest Ranches to be affixed this 9th day of April, 2015.

Jeff Nelson, Mayor

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

April 9, 2015

SUBJECT: Waiver of Plat application WP-011-15

LOCATION: Generally located on the southwest corner of SW 173rd Way and SW 61st Court

APPLICANT: Karla Wolfson

**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 ("Property") is situated at the southwest intersection of SW 61st Court and SW 173rd Way. The Property is comprised of 4.3 net acres, and 4.5 gross acres. The gross acreage includes a 25-foot wide drainage easement with a canal, located at the south property line. The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres. The property is currently developed with a 1,482.5 square-foot two-story CBS building (barn on first floor, dwelling unit on second floor), a 430.8 square-foot shed, and several smaller sheds and pole barns.

The applicant is seeking approval to subdivide the property into two lots. Parcel A (to the north) will contain 2.2 net acres –specifically 2.19 net acres– and Parcel B (to the south) will contain 2.1 net acres –specifically 2.07 net acres–. Both, therefore, are in conformance with the minimum net acreage requirement of the RR zoning designation. The Property shares a 50-foot drainage easement containing a canal with the property immediately adjacent to the south. The net acreage of proposed Parcel B excludes the 25-foot northern portion of said easement. Both Parcel A and Parcel B have more than 125 feet in width, also required by the Unified Land Development Code for the RR district.

Parcel B will keep the existing direct access from SW 173rd Way; Parcel A may gain access from either SW 61st Court or from SW 173rd Way. No dedication of right-of-way is required for either street in order to provide the minimum required right-of-way width of 50 feet. However, the Town Engineer is requiring a corner-chord dedication of 296 square feet at the intersection, which has been lessed-out of the net acreage calculation for Parcel A. South Broward Drainage District requires the granting of a 20-foot drainage easement along the west side of the property to convey surficial storm water to the canal; such easement does not affect the net lot size calculation. vThe Town Engineer has requested that the address for the vacant lot be off SW 61st Court and that Parcel B obtain a new street number off SW 173rd Way. Any additional engineering requirements will be assessed when building/drainage plans are submitted for either parcel.

There are no open Code Compliance cases against the property, and the applicant has stipulated that the structures located forward at the front setback line will be removed by the time of the Town Council meeting. The subdivision itself will not create any other non-compliant setback issues. Currently, the property holds an AG exemption. In the event that this status is terminated, any structures constructed without a building permit shall be subject to Ordinances #2015-01 and #2015-02 pertaining to non-commercial farm structures.

Dedication of an equestrian trail is not required pursuant to the Trails Master Plan. The petitioner has provided the School Capacity Availability Determination (SCAD) from Broward County as part of the application.

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 approval of application WP-011-15 shall not become effective until resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six months from date of approval unless the resolution and required attachments have been recorded.
 - 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.

RESOLUTION NO. 2015-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-011-15 RELATING TO 4.3 NET ACRES OF PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SW 61ST COURT AND SW 173RD WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a duly noticed public hearing held on April 7, 2015, the Town Council reviewed an application by Karla Wolfson to subdivide a single tract into two separate lots without platting; and

WHEREAS, the subject property is 4.3 net acres in area, abutting the south side of SW 61st Court and the west side of SW 173rd Way at the intersection of the two streets, and is legally described as the south ½ of Tract 9 in the northeast ¼ of Section 6, Township 51 South, Range 40 East, according to the plat of "Chamber's Land Company Subdivision", as recorded in Plat Book 1, Page 5 of the Public Records of Broward County, Florida, less and except road right-of-way ;and

WHEREAS, the Property is designated Rural Ranches on both the Future Land Use Plan Map and Official Zoning Map, which designation requires 2.0 net or 2.5 gross acres per lot; and

WHEREAS, this application proposes lots of 2.2 and 2.1 acres of net land area, consistent with the land use and zoning designations; and

WHEREAS, both lots will have in excess of the 125 feet minimum width requirement of the Rural Ranches zoning district; and

WHEREAS, access is available to both proposed lots via SW 61st Court and SW 173rd Way.

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

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

Section 2. That, at a duly noticed public hearing held on April 9, 2015 following the review of the staff report and all written and oral evidence received during the public hearing,

the Town Council hereby approves Waiver of Plat Application No. WP-009-14 to subdivide the subject property as depicted and legally described in Exhibit "A", attached and made a part hereof by reference, subject to the condition that the applicant shall pay to the Town of Southwest Ranches an amount equal to the total expense incurred by the Town in processing this application prior to final recordation of the waiver of plat by the Town. This fee includes, but shall not be limited to, expenses for engineering, planning, legal, advertising, a five percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this waiver of plat.

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

Section 4. This Resolution shall be recorded in the Public Records of Broward County, Florida.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of April, 2015, on a motion by _____ and seconded by

_____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Jeff Nelson, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

EXHIBIT "A" (1 of 3)
PARENT TRACT

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EXHIBIT "A" (2 of 3)
SURVEY – LOT A

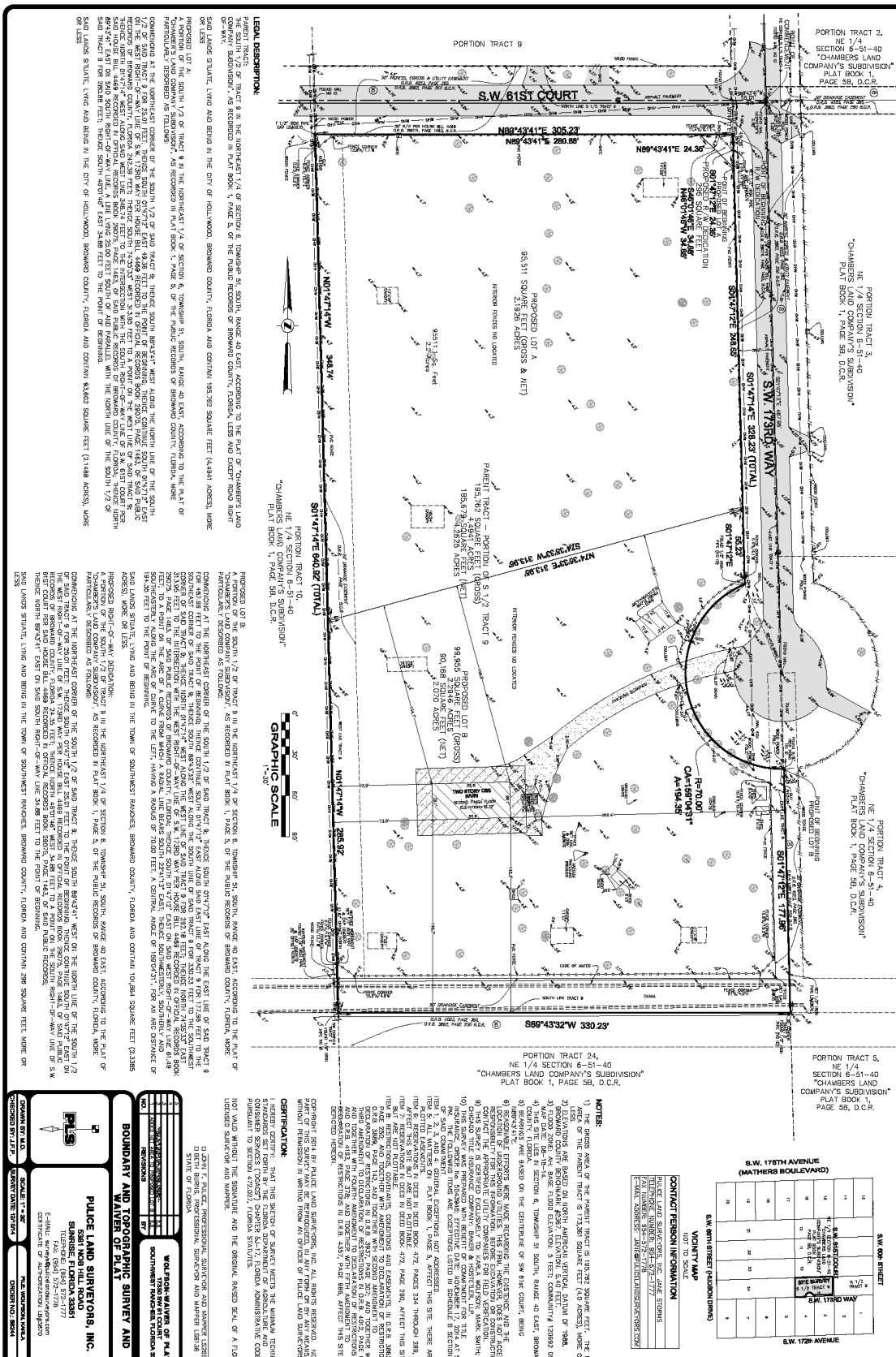
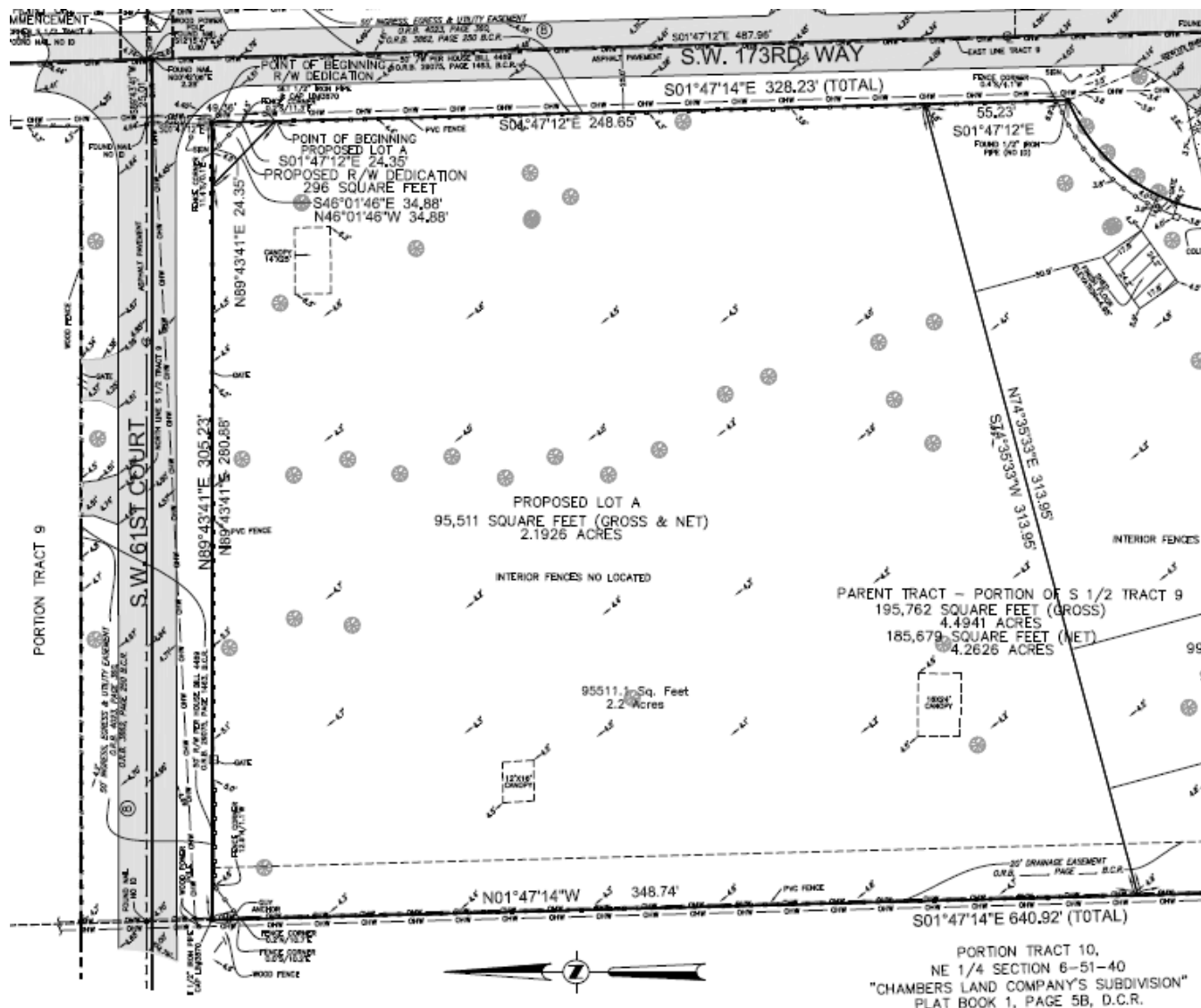


EXHIBIT "A" (2 of 3) SURVEY – LOT A



LEGAL DESCRIPTION:

PARENT TRACT:

THE SOUTH 1/2 OF TRACT 9 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 51, SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBER'S LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF-WAY.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAIN 195,762 SQUARE FEET (4.4941 ACRES), MORE OR LESS

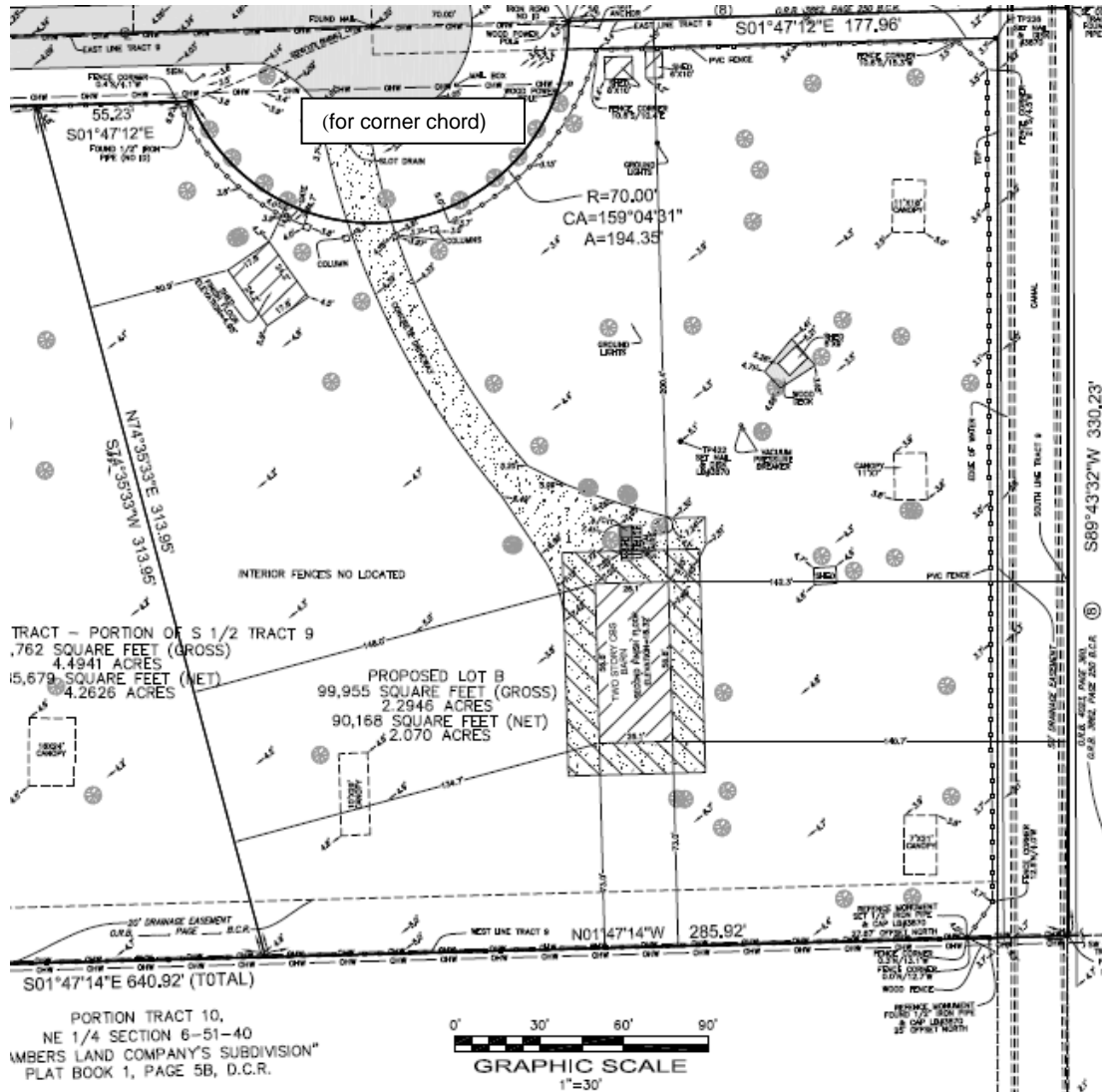
PROPOSED LOT A:

A PORTION OF THE SOUTH 1/2 OF TRACT 9 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 51, SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBER'S LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID TRACT 9; THENCE SOUTH 89°43'41" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID TRACT 9 FOR 25.01 FEET; THENCE SOUTH 01°47'12" EAST 49.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'12" EAST ON THE WEST RIGHT-OF-WAY LINE OF S.W. 173RD WAY PER HOUSE BILL 4469 RECORDED IN OFFICIAL RECORDS BOOK 29075, PAGE 1463, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 242.39 FEET; THENCE SOUTH 74°35'33" WEST 313.95 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 9; THENCE NORTH 01°47'14" WEST ALONG SAID WEST LINE 348.74 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF S.W. 61ST COURT PER SAID HOUSE BILL 4469 RECORDED IN OFFICIAL RECORDS BOOK 29075, PAGE 1463, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°43'41" EAST ON SAID SOUTH RIGHT-OF-WAY LINE, A LINE LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID TRACT 9 FOR 280.88 FEET; THENCE SOUTH 46°01'46" EAST 34.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAIN 93,602 SQUARE FEET (2.1488 ACRES), MORE OR LESS

EXHIBIT "A" (3 of 3)
SURVEY – LOT B



PROPOSED LOT B:

A PORTION OF THE SOUTH 1/2 OF TRACT 9 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 51, SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBER'S LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID TRACT 9; THENCE SOUTH 01°47'12" EAST ALONG THE EAST LINE OF SAID TRACT 9 FOR 487.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'12" EAST ALONG SAID EAST LINE OF TRACT 9 FOR 177.96 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 89°43'32" WEST ALONG THE SOUTH LINE OF SAID TRACT 9 FOR 330.23 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE NORTH 01°47'14" WEST ALONG THE WEST LINE OF SAID TRACT 9 FOR 292.18 FEET; THENCE NORTH 74°35'33" EAST 313.95 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S.W. 173RD WAY PER HOUSE BILL 4469 RECORDED IN OFFICIAL RECORDS BOOK 29075, PAGE 1463, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°47'12" EAST ON SAID WEST RIGHT-OF-WAY LINE 61.49 FEET; TO A POINT ON THE ARC OF A CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 22°41'13" EAST; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, A CENTRAL ANGLE OF 159°04'31", FOR AN ARC DISTANCE OF 194.35 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAIN 101,864 SQUARE FEET (2.3385 ACRES), MORE OR LESS.

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Resolution No. 2015-

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TOWN OF SOUTHWEST RANCHES

WAIVER OF PLAT APPLICATION **WP-011-15** / WOLFSON



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FOLIO	NAME 1	NAME 2	ADDRESS	CITY	STATE	ZIP
514005010308	ALBRECHT, ALLEN A & MARTHA A		17110 SW 62 ST	SOUTHWEST RANCHES	FL	33331
514006090020	ALTERMAN, JOSEPH H & LISA D		17651 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514005140010	ALVAREZ, ALEJANDRO J &	ALVAREZ, BARBARA	17177 SW 64 CT	SOUTHWEST RANCHES	FL	33331
514006010241	ALVAREZ, JESUS & ELISA		1891 SW 30 TER	FORT LAUDERDALE	FL	33312
514006010212	AMIN, KHODAYAR		17600 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514005010169	ANNESTY, DAWN	DAWN ANNESTY REV TR	17100 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010040	ARIAS, MIGUEL		19080 PARK RIDGE ST	WESTON	FL	33332
514005010172	BOWERS, DIANNE H/E	BOWERS, JEREMY	17101 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010101	BRINKSCHULTE, ERWIN & EVELYN		17431 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010018	BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 326	FORT LAUDERDALE	FL	33301
514006010211	CARDOZO, IRENE		17601 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514005010033	CARVAJAL, PEDRO	BELLO, CARMEN	17101 SW 62 CT	SOUTHWEST RANCHES	FL	33331
514006010102	CASTRO, ERIK R & STEPHANIE L		17411 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010221	COLON, MICHAEL	MICHAEL COLON REV LIV TR	17501 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514005010034	CORBITT, DONALD A & PATRICIA A		17151 SW 62 CT	SOUTHWEST RANCHES	FL	33331
504031010561	COUVERTIER, DOUGLAS		17410 SW 59 CT	SOUTHWEST RANCHES	FL	33331
514005010303	DE LA FE, JORGE & JULIET		17101 SW 62 ST	SOUTHWEST RANCHES	FL	33331
514006010111	DOURVETAKIS, KYRIAKOS & FRANCES		17511 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010150	FEIGENBAUM, LEWIS & MARIA		17620 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010030	FETTERS, WILLIAM & SANDRA K		6120 SW 173 WAY	SOUTHWEST RANCHES	FL	33331
514006010230	GAMBOA, MARIO A &	GAMBOA, CARMEN L	17433 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514006010017	GARWOOD, WESLEY CONRAD		17221 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514006010120	GOLDSTEIN, LEROY M H/E	GOULD, LAUREN R	17621 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010013	GOTHELF, PAULINA V	GOTHELF, MICHAEL J	6010 SW 173 WAY	SOUTHWEST RANCHES	FL	33331
514006010121	HAYS, EDWARD CHARLES & LAUREN Y		17600 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514005190010	HECTOR, ROSEMARIE		17150 SW 62 CT	SOUTHWEST RANCHES	FL	33331
514005270010	HERBERT SCHOSNIG R TR		6508 WILEY ST	HOLLYWOOD	FL	33023
504031010562	HUSAIN, SULAIMAN &	HUSAIN, LALITA D	17450 SW 59 CT	SOUTHWEST RANCHES	FL	33331
514006010110	LESTER, ORON L & BARBARA L		17570 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010062	LORENZO, ELIEZER & MIRIAM		17240 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514005190020	LYNCH, EDNA		17130 SW 62 CT	SOUTHWEST RANCHES	FL	33331
514006010093	MAKARY, MARK KEVIN & JENNIFER		6021 SW 173 WAY	SOUTHWEST RANCHES	FL	33331
514006010100	MARKEN, FRANS	URIBE, LUZ PIEDAD ETAL	16285 BONEY RD	SEBRING	FL	33870
504031010570	MARTI, JOSE G & HILDA		17550 SW 59 CT	SOUTHWEST RANCHES	FL	33331
514006010242	MARTINS, JOSE G & HELENA F		17331 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514006010092	MASTKO DEVELOPMENT LLC		10300 SW 60 PL	MIAMI	FL	33156
514006010010	MERCADO, JAMIE W & NORMA		17231 SW 65 CT	SOUTHWEST RANCHES	FL	33331
514006010020	OTAOLA VASQUEZ, MIGUEL ANGEL		6118 SW 173 WAY	SOUTHWEST RANCHES	FL	33331
514005010306	PADRON, GASPAR & MARIA	% JORGE PADRON	20423 SW 52 ST	PEMBROKE PINES	FL	33332
504031010560	PARKERSON, DEAN L & KAREN A		17300 SW 59 CT	SOUTHWEST RANCHES	FL	33331
514006010213	PASCUAL, VIRGINIA		17601 SW 63 MNR	SOUTHWEST RANCHES	FL	33331

514005170010	PIERRE LOUIS, MARIE LE	PIERRE-LOUIS, VANESSA ET AL	17189 SW 64 CT	SOUTHWEST RANCHES	FL	33331
514005320140	PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
514005010165	QUAD G HOLDINGS LLC		4839 SW 148 AVE STE 527	SOUTHWEST RANCHES	FL	33330
514006010234	RENOVA, BERTHA H/E	VIDAL, RUBEN	17430 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010011	RODRIGUEZ, JANINE	RODRIGUEZ, JOSE	2025 SW 137 AVE	MIAMI	FL	33175
514006010240	RODRIGUEZ, JUANITA		17400 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010220	ROSADO, IVAN E		17500 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
504031010571	S & N INVESTORS GROUP INC		15291 NW 60 AVE #105	MIAMI LAKES	FL	33014
514006010232	SAHAI, LORNA S H/E	SAMAROO, LLOYD & ELIZABETH	17431 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010090	SANDERS, T E & NANCY		17551 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006190020	SCHMIDT, ANA	SCHMIDT, ARIEL	19121 NW 57 CT	HIALEAH	FL	33015
514006010103	SHIRLEY, JEANETTE &	SMITH, MARK	17420 SW 61 CT	SOUTHWEST RANCHES	FL	33331
504032030029	SHISAGAH, LLC		15343 SW 21 ST	MIRAMAR	FL	33027
514006010012	SIMMONS, BENJAMIN H III & TERRI M		17245 SW 63 MNR	SOUTHWEST RANCHES	FL	33331
514006010247	SOUTH BROWARD DRAINAGE DISTRICT		6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331
514006010014	STRINGHAM, JOHN P JR & CHRISTINE		17501 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010122	STUCKI, DEBORAH		17610 SW 61 CT	SOUTHWEST RANCHES	FL	33331
504031010563	SULLIVAN, RICHARD & KATHERINE		17200 SW 59 CT	SOUTHWEST RANCHES	FL	33331
514005320120	TERRA RANCHES COMMUNITY ASSN INC		2665 S BAYSHORE DR STE 1020	MIAMI	FL	33133
514005320010	TERRA RANCHES INVESTMENTS LLC	% MALCOLM BUTTERS	PO BOX 330609	MIAMI	FL	33233
514006010300	TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
514006010021	VAN DER KUYP, GLERRY D		132 PLEASANT AVE	*WILLOWDALE ON	CA	M2M 1
514005010301	VIOLA, JAMES		17100 SW 62 ST	SOUTHWEST RANCHES	FL	33331
514006010246	VOLLGER, ROBERT C & LIZA LYNETTE		6230 SW 178 AVE	SOUTHWEST RANCHES	FL	33331
514006010091	WOLFSON, KARLA	KARLA WOLFSON LIV TR	17330 SW 61 CT	SOUTHWEST RANCHES	FL	33331
514006010061	WORLD CLASS PROPERTIES	INVESTMENTS LLC	17300 SW 63 MNR	SOUTHWEST RANCHES	FL	33331



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
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Steve Breitreuz, Council Member
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Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew D. Berns, Town Administrator

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

DATE: April 9, 2015

SUBJECT: Ordinance amending the Text of the Comprehensive Plan mainly to
comply with Broward County Planning Council Requirements

Recommendation

Passage and adoption of the Ordinance on second reading.

Strategic Priorities

This item supports the following strategic priority as identified in the Town's adopted strategic plan:

A. Sound Governance

Background

The Ordinance is necessary to comply with the mandatory consistency requirements of the Broward County Land Use Plan. Upon adoption of the Ordinance, the Town can obtain recertification of the Future Land Use Element from the Broward County Planning Council.

Previous Council Actions

- The Town Council tabled this Ordinance indefinitely at its August 28, 2014 meeting in order to further consider proposed policies TE 1.2.-e. and TE 1.2.-f.
- The Town Council reconsidered the Ordinance with amendments on first reading on December 11, 2015, and by so doing, transmitted the proposed Comprehensive Plan amendment to the state land planning agency.
- The state agency comment period has passed, and the Town did not receive any objections from the reviewing agencies. The Ordinance is now suitable for adoption.

Fiscal Impact/Analysis

The Ordinance has no fiscal impact to the Town.

Staff Contact:

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

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WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as amended, require adoption of a comprehensive plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") requested that the Broward County Planning Council ("BCPC") recertify amendments to the Future Land Use Element of the Town of Southwest Ranches Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the BCPC issued a report ("Report") outlining several BCLUP objectives and/or policies that are not reflected or adequately referenced within the Comprehensive Plan; and

WHEREAS, the BCPC provisionally recertified several text amendments on June 26, 2014, subject to the Town agreeing to amend its Plan within one year to comply with the Report; and

WHEREAS, the Town Council desires to add policy language addressing interlocal coordination necessary to establish a “quiet zone” around any future rail corridor; and

1 **WHEREAS**, the Town Council desires to add policy language addressing local
2 street connections to the proposed SW 184th Avenue and Rolling Oaks community; and
3

4 **WHEREAS**, the Local Planning Agency of the Town of Southwest Ranches
5 conducted a duly noticed public hearing on December 11, 2014 to consider the
6 amendments; and
7

8 **WHEREAS**, the Town Council finds that the amendments are in the best interests
9 of the residents of the Town of Southwest Ranches, and protect the Town's rural
10 character.
11

12 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
13 **TOWN OF SOUTHWEST RANCHES, FLORIDA:**
14

15 **Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and
16 confirmed as being true and correct and are hereby made a specific part of this
17 Ordinance.
18

19 **Section 2:** That the Future Land Use Element of the adopted Town of
20 Southwest Ranches Comprehensive Plan is hereby amended as follows:
21

22 * * * * *

23 FLUE POLICY 1.3-o In the event that the Florida Department of Transportation
24 engages in project design for a rail corridor within or adjacent to the Town, the
25 Town shall initiate a dialogue with FDOT and the Federal Railroad Administration
26 ("FRA"), and use all available means to establish a "quiet zone" for the
27 Southwest Ranches area in accordance with FRA rules for establishing New Quiet
28 Zones, which may include the use of Supplemental Safety Measures and/or
Alternative Safety Measures at any rail crossings.

29 * * * * *

30 FLUE POLICY 1.15-i: The Town shall not accept a building permit application,
31 nor issue a building permit, for new or additional residential units, unless the
32 applicant presents evidence from Broward County that the impact of the
33 proposed development on public educational sites and facilities has been
34 mitigated by payment of school impact fees, based on the fee schedule and
35 accompanying provisions of the Broward County Land Development Code.
36 Alternative methods of mitigation for school impacts may only be approved via a
37 recorded agreement among the property owner(s), Broward County, and/or the
38 applicable local government(s) and the School Board of Broward County. {BCLUP
39 Policy 8.07.02}
40

FLUE POLICY 1.15-j: The Town shall not accept a building permit application, nor issue a building permit, unless the applicant presents evidence from Broward County either that the impact of the proposed development on the regional transportation network has been mitigated by payment of road impact fees or transit impact fees, based on the appropriate provisions of the Broward County Land Development Code, or that no such payment is due. The County Commission may adopt land development regulations which exempt from this requirement categories of building permits that clearly do not create additional transportation impacts.
{BCLUP Policy 12.01.10}

FLUE POLICY 1.15-k: The Town shall coordinate with the School Board of Broward County to achieve an expedited development review procedure for any proposed public elementary and secondary education facilities within the Town.
{BCLUP Policy 8.07.03}

FLUE POLICY 1.15-l: Intergovernmental Coordination Element Policies 1.3-c and 1.3-e are hereby incorporated by reference.

* * * * *

FLUE POLICY 1.19-g: Post disaster redevelopment and hazard mitigation plans shall include measures encouraging the acquisition of private property and/or redevelopment rights of hazard prone property, if applicable, to reduce future property damages and losses. {BCLUP Policy 8.08.03}

* * * * *

FLUE POLICY 1.21-a: The Town of Southwest Ranches adopts the following Goals, Objectives and Policies as part of the Future Land Use Element in compliance with Broward County's Land Use Plan and Administrative Rules:

**BCLUP
POLICY**

**TOWN'S
DIRECTIVE**

* * * * *

GOAL 5.00.00 – RECREATION & OPEN SPACE USES
OBJECTIVE 5.02.00
POLICY 5.02.01
POLICY 5.02.03
POLICY 5.02.04
OBJECTIVE 5.04.00

~~FE~~ ROS Obj. 1.1
~~FE~~ ROS Obj. 1.2
~~FE~~ ROS Policy 1.2-a
~~FE~~ ROS Policy 1.2-b
~~FE~~ ROS Policy 1.2-c
~~FE~~ ROS Obj. 1.4

POLICY 5.04.01

~~TE~~ ROS Policy 1.4-a

* * * * *

GOAL 8.00.00 – PUBLIC FACILITIES & PHASED GROWTH

* * * * *

POLICY 8.07.02(A)

ICE Policy 1.3-f

* * * * *

POLICY 8.07.09

TE Policy 1.1-m

POLICY 8.07.10

HE Policy 1.1-i

* * * * *

OBJECTIVE 9.02.00 PROTECT WELL FIELDS
POLICY 9.02.03
POLICY 9.02.05
POLICY 9.02.06

CONS Obj. F4 14
CONS Policy II-F4.1.4-a
UE Policy II-F4.3 1.2-w
CONS Policy II-F41.4-d

OBJECTIVE 9.14.00 AIR QUALITY

CONS Obj. ~~1.10~~ 1.11

* * * * *

POLICY 9.02.05
POLICY 9.02.06

UE Policy 1.2-~~wy~~
CONS Policy 1.4-d
UE Policies 1.2-b, 1.2-c

Section 3: That the Transportation Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

* * * * *

TE POLICY 1.1-m: The land development regulations shall provide for safe pedestrian and/or bicycle access to public schools. {BCLUP Policy 8.07.09}

* * * * *

TE POLICY 1.2-e: Local street connections with SW 184th Avenue shall not be permitted from the east.

TE POLICY 1.2.-f: Access to the Rolling Oaks community shall continue to be exclusively from Griffin Road via SW 178th Avenue. It shall be the policy of the Town to prohibit street connections that would provide additional access.

Section 4: That the Housing Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

* * * * *

HE POLICY 1.1-i: ~~Reserved.~~ The Town shall support the efforts of the School Board of Broward County to achieve diversity within Broward County district schools. {BCLUP Policy 8.07.10}

Section 5: That the Intergovernmental Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

* * * * *

~~ICE POLICY 1.1-c: The Town has chosen to utilize the Broward County Land Use Plan "Flexibility Rules," as per County Policies 1.01.03, 1.01.04, 1.02.01, 1.02.02, 2.04.04, 2.04.05, 3.01.06 and 3.02.02 in order to utilize Broward County's 5% commercial flex rule on non-rural land use properties. All proposed uses shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered.~~

* * * * *

ICE POLICY 1.3-f: The Town shall coordinate with the efforts of the School Board of Broward County to address school overcrowding and meet future school needs consistent with the provisions outlined in the Amended Interlocal Agreement for Public School Facility Planning. Also, should the Town at some future time initiate an amendment to the BCLUP and Future Land Use Element to include a mixed use category, said amendment shall also fully incorporate the BCLUP provisions regarding school impact coordination within mixed-use designations. {BCLUP Policy 8.07.02(A)}

Section 6: Ch. 163, F.S. Transmittal. 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.

1 **Section 7: Recertification.** That the Town Planner is hereby directed to
2 apply to the Broward County Planning Council for recertification of the Future Land Use
3 Element subsequent to the effective date of this Ordinance, and that the Town Council
4 hereby requests such recertification.
5

6 **Section 8: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
7 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
8 extent of such conflict.
9

10 **Section 9: Severability.** If any word, phrase, clause, sentence or section of
11 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
12 shall not affect the validity of any remaining portions of this Ordinance.
13

14 **Section 10: Effective Date.** This Ordinance shall take effect 31 days after the
15 Department of Economic Opportunity notifies the Town that the plan amendment
16 package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in
17 which case the Ordinance shall take effect on the date that the Department of
18 Economic Opportunity or the Administration Commission enters a final order
19 determining the adopted amendment to be in compliance.
20

21
22 **[Signatures on Next Page]**
23
24

PASSED ON FIRST READING this ___ day of ____, 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
_____.

Nelson	_____	Ayes	_____
Fisikelli	_____	Nays	_____
Breitkreuz	_____	Absent	_____
Jablonski	_____	Abstaining	_____
McKay	_____		

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

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muniz, Assistant Town Administrator/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 Aceti, Community Services Liaison

DATE: March 17, 2015

SUBJECT: Resolution requesting SW 184th Avenue be amended on the Broward County Trafficways Plan and on the Metropolitan Planning Agency's Long Range Transportation Plan from a four-lane road to a two-lane road

Recommendation

To place this Resolution on the agenda for consideration.

Background

At the March 12, 2015 Town Council Meeting, discussion ensued about the Town's past actions and directions concerning the future construction of SW 184th Avenue. Town Council has expressed a consensus in favor and requested staff to prepare a Resolution requesting SW 184th Avenue be amended on the Broward County Trafficways Plan and on the Metropolitan Planning Agency's (MPO) Long Range Transportation Plan (LRTP) from a four-lane road to a two-lane road as consistent with the Town's adopted Comprehensive Land Use Plan.

The Broward County Trafficways Plan is maintained by the Broward County Planning Council. The Broward County Trafficways Plan is the ultimate roadway right-of-way preservation plan for Broward County. To offset the impacts of new development and redevelopment, dedication of right-of-way is required of developing parcels to provide for an adequate regional roadway network, implemented through the County and local government development review processes. At the County level, parcels which are required to plat must dedicate right-of-way consistent with the requirements of the Trafficways Plan. The Broward County Planning Council rules on all proposed

amendments and waivers to the Trafficways Plan. Amendments may be initiated by a unit of local government, the Broward County Board of County Commissioners, the Florida Department of Transportation, or the Planning Council.

SW 184th Avenue project is listed as Priority #30 as a new four-lane road on the Metropolitan Planning Agency's 2040 Long Range Transportation Plan. The Broward Metropolitan Planning Organization is a government agency responsible for transportation planning and funding allocation in Broward County. The MPO works with the public, other government agencies, elected officials, and community groups to address transportation needs and develop transportation plans, such as the LRTP.

The future SW 184th Avenue will span approximately 2.2 miles between Griffin Road and Sheridan Street. A 120' wide right-of-way exists in most areas for a future SW 184th Avenue. However, right-of-way is completely missing on two parcels (approximately 645 LF and 560 LF). Staff requested Winningham and Fradley to prepare both a cross section and a preliminary plan with a cost estimate of a two-lane SW 184th Avenue with a trail and buffer. Winningham and Fradley has estimated the two lane road with a berm along the existing canal to be approximately \$6,000,000. The cost estimate does not include costs for right-of-way acquisition or potential wetland mitigation.

Fiscal Impact

The potential fiscal impact is undetermined at this time.

Staff Contact

Emily McCord Aceti, Community Services Liaison

RESOLUTION NO. 2015-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RESPECTFULLY REQUESTING THE BROWARD COUNTY PLANNING COUNCIL TO AMEND SW 184TH AVENUE ON THE TRAFFICWAYS PLAN AND MAP, AND THE BROWARD COUNTY METROPOLITAN PLANNING AGENCY TO AMEND THE LONG RANGE TRANSPORTATION PLAN, TO REDUCE SW 184TH TO A TWO LANE ROADWAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature formed the Town of Southwest Ranches to preserve the Town's rural lifestyle; and

WHEREAS, the Town believes certain existing roadway plans and programs will negatively impact the community; and

WHEREAS, SW 184th Avenue between Griffin Road and Sheridan Street is currently on the Broward County Trafficways Plan as a future four-lane divided road; and

WHEREAS, the surrounding communities have alternative viable existing options through the use of I-75 and US 27; and

WHEREAS, the Town of Southwest Ranches only supports the future SW 184th Avenue roadway as a two-lane road with an adequate buffer and multipurpose trail; and

WHEREAS, the Broward County Planning Council reviews all proposed amendments and waivers to the Trafficways Plan; and

WHEREAS, amendments may be initiated by a unit of local government; and

WHEREAS, the Town Council of the Town of Southwest Ranches wishes to respectfully request that the Broward County Planning Council amend its Trafficways Plan to reflect these changes; and

WHEREAS, SW 184th Avenue is on the Broward County Metropolitan Planning Organization's (MPO) Long Range Transportation Plan as a four-lane roadway; and

WHEREAS, the Town Council of the Town of Southwest Ranches wishes to respectfully request that the Broward County MP amend its Long Range Transportation Plan to reflect these changes; and

WHEREAS, it is the desire of the Town to create a roadway system in the Town that is safe, has reduced traffic volume, reduced traffic speed, and ensures the health, safety, and welfare of the community; and

WHEREAS, this modification has been determined to be in the public's best interest to proceed.

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 respectfully requests the Broward County Planning Council to amend the Broward County Trafficways Map to reflect SW 184th as a two-lane roadway.

Section 3. The Town Council hereby respectfully requests the Broward County MPO to amend its Long Range Transportation Plan to reflect SW 184th Avenue as a two-lane roadway.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, _____ on a motion by _____
and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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

(954) 434-0008 Town Hall
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Town Council
Jeff Nelson, Mayor
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Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Clete Saunier, P.E.
Public Works Director

DATE: March 23, 2015

SUBJECT: Approval of Work Proposal for a Bacterial Pollution Control Plan

Recommendation

Council consideration and approval to execute a work proposal for E-Sciences Incorporated to complete the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Storm Sewer System (MS4) Permit Number FLS000016-003.

Strategic Priorities

B. Enhanced Resource Management

Background

The Town is located in the drainage basin for the North Fork Snake Creek Canal, identified by the Florida Department of Environmental Protection (FDEP) as a water body identification number (WBID) 3279A. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the cause pollutant. According to the Town's NPDES MS4 permit the Town must complete a Bacterial Pollution Control Plan (BPCP) in accordance with the Town's NPDES Ms4 permit by September 2016.

E-Sciences, Inc. has completed the Town's NPDES Annual Report for the last two years. They have actively been involved in Broward County with this permit. The Town will share this cost with the City of Cooper City, which is a co-permittee.

Fiscal Impact/Analysis

E-Sciences Inc. will perform the services for \$24,646. However, the fee will be equally divided (50%-50%) between the City of Cooper City and the Town of Southwest Ranches. Therefore, the Town's portion of the costs is \$12,323. Funding has been provided for, as well as approved as part of the current FY 2014/2015 budget process, and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account.

Staff Contact:

Clete Saunier, P.E
Public Works Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A WORK PROPOSAL WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is located in the drainage basin for the North Fork Snake Creek Canal, identified by the Florida Department of Environmental Protection as water body identification number (WBID) 3279A; and

WHEREAS, a Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant; and

WHEREAS, the Town must prepare a Bacterial Pollution Control Plan as required by FDEP National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-003; and

WHEREAS, the City of Cooper City is a co-permittee of the NPDES MS4 permit; and

WHEREAS, the Town's NPDES MS4 permit must be completed by September 2016; and

WHEREAS, E-Sciences Incorporated is preparing the plan for the other Broward County co-permittees; and

WHEREAS, Funding has been provided for, as well as approved as part of the current FY 2014/2015 budget process, and is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town Council believes that the approval of this work proposal to complete the Bacterial Pollution Control Plan is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: Authorization. The Town Council hereby approves work proposals for the improvements in substantially the same form as that attached hereto as Exhibit "A".

Section 3: Approval. The Town Council hereby authorizes the Town Administrator to execute the work proposals in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2015, on a motion by _____ and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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**ENGINEERING
ENVIRONMENTAL
ECOLOGICAL**

March 20, 2015

Ms. Emily Aceti
Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Provide Bacterial Pollution Control Plan Assistance
NPDES Permit #FLS000016-003
Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P03**

Dear Ms. Aceti:

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to provide assistance in preparation of the Bacterial Pollution Control Plan as required by the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Number FLS000016-003 for the Broward County co-permittees, which includes Southwest Ranches.

Included, and incorporated as part of this proposal, is an outline of the project information provided to us, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

The Town is located in the drainage basin for the North Fork Snake Creek Canal, identified by the FDEP as water body identification number (WBID) 3279A. A Total Maximum Daily Load (TMDL) was established for this canal for fecal coliform, which was identified as the causative pollutant. In accordance with Part VIII.B.3, Broward County submitted a Prioritization Report to FDEP that provided a schedule for implementing BMPs for adopted or established TMDLs. The schedule for WBID 3279A that was approved by FDEP indicated that a Bacterial Pollution Control Plan (BPCP) in accordance with Part VIII.B.4 of the Town's NPDES MS4 permit will be completed by September 2016.

To address the requirements of Part VIII.B.4 and the causative pollutant identified in the TMDL, E Sciences will prepare a BPCP for North Fork Snake Creek Canal WBID 3279A.

PROPOSED SCOPE OF SERVICES

E Sciences will provide project management and technical assistance to the Town's staff to complete requirements of Part VIII.B.4 of the NPDES Phase I MS4 Permit. It is anticipated that the primary focus of this proposal will be:

- Review background information relevant to the TMDL to gain an understanding of the information that has been collected. Data to be reviewed may include: analytical results, hydrological data, monitoring stations, as well as wastewater and stormwater infrastructure.
- Review inspection and maintenance records, training records, and any reported incidences of illicit discharges for the Town's MS4 system located within the impaired basin.
- Coordinate a kickoff meeting with stakeholders, which may include representatives from the Town, Cooper City, Broward County, the Department of Health (DOH), the Florida Department of Agriculture and Consumer Services (FDACS), the Florida Department of Environmental Protection (FDEP), and other interested parties identified by the Town. The goal will be to educate and gain support from attendees on the impairment status of North Fork Snake Creek Canal and upcoming events to identify potential causes and corrective actions.
- Coordinate a Maps on the Table session to identify and mark areas of concern on a map that will be used during the Walk the WBID field event (discussed below). Attendees will share their knowledge of the land uses, infrastructure and standard operating procedures to better acquaint themselves with the conditions in the North Fork Snake Creek Canal watershed.
- Conduct a "Walk the WBID" field reconnaissance to gain a better understanding of the impaired basin; identify any off-site contributions; and identify potential pollutant sources.
- Develop a BPCP in accordance with FDEP guidance "Implementation Guidance for the Fecal Coliform Total Daily Maximum Loads" for the Town's review and approval. The BPCP will include a summary of the findings and activities conducted, sources identified, summary of existing pollutant load reduction management actions, and recommendations for additional management actions and schedule for implementation (if necessary).
- Incorporation of Town's comments on the draft submittal.
- Submittal of a final BPCP for the Town to FDEP.
- Coordination with Town and Broward County throughout the process.

FEE

We propose performing the above scope of services for not to exceed fee of \$24,646.00, however, the fee will be divided equally between the City of Cooper City (City) and the Town of Southwest Ranches. Therefore, assuming both the City and the Town authorize us to provide the services described herein, the Town's not to exceed fee will be \$12,323.00. Services beyond those described herein will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

We can begin preliminary coordination upon authorization to proceed. Once we have had the kickoff meeting with the County, and other stakeholders and agencies, we can develop a schedule for submitting the final BPCP.

AUTHORIZATION

As our written authorization, please complete, sign, initial each page and return one copy of the attached Services Agreement. To expedite authorization, a signed facsimile or email of the Services Agreement, including an initialed copy of each page of the terms and conditions, will be acceptable followed by a signed original hard copy by mail. Additional special requirements not covered in the proposal, should be listed on the attached Services Agreement for discussion prior to project initiation. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,

E SCIENCES, INCORPORATED



Heather York
Project Scientist



Patricia L. Gertenbach
Senior Associate

SERVICES AGREEMENT

Project Name Bacterial Pollution Control Plan for North Fork Snake Creek Canal
Project Location Southwest Ranches, Broward County, FL
Proposal No. and Date 2-0876-P03 March 20, 2015

CLIENT

Name: Southwest Ranches
Authorized Contact Person: Ms. Emily Aceti
Address: 13400 Griffin Road, Southwest Ranches, FL 33330
Phone Number: 954-343-7453
Fax Number: 954-434-1490
Address Billing to: same
Special Instructions:

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** E SCIENCES, Incorporated ("E SCIENCES") is an independent consultant. For valuable consideration received, E SCIENCES agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. **STANDARD OF CARE.** E SCIENCES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of E SCIENCES' profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. **PAYMENT TERMS.** Client agrees to pay E SCIENCES' invoice upon receipt. If payment is not received within 30 days from the date of E SCIENCES' invoice, Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for E SCIENCES' employees, expenses and attorneys fees incurred by E SCIENCES to collect the amount due E SCIENCES under this agreement. E SCIENCES may suspend services if payment of any invoiced amount is not received by E SCIENCES, within 30 days. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached.
4. **INSURANCE.** E SCIENCES maintains the following insurance coverage:
 - a. Worker's Compensation Insurance – statutory amount.
 - b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Automobile Liability Insurance- \$1,000,000 combined single limit.
 - d. Professional Errors & Omissions - \$1,000,000 per claim/\$2,000,000 aggregate.
5. **SAMPLE AND WASTE DISPOSAL.** Samples generally are consumed or altered during testing and are disposed of immediately upon completion of tests. If Client wishes E SCIENCES to retain any samples, at Client's written request, E SCIENCES will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. E SCIENCES reserves the right to refuse storage of any samples. Client agrees that E SCIENCES is not responsible or liable for loss of samples retained in storage. If Client requests E SCIENCES to containerize drilling wastes and/or fluids produced by E SCIENCES' activity ("Wastes"), Client will provide a secure storage location at or near the project site to prevent tampering with the Wastes. E SCIENCES will dispose of non-hazardous Wastes for an additional charge at an appropriately licensed facility. In the event that Samples or Wastes contain asbestos, toxic or hazardous constituents ("Contaminants"), E SCIENCES will either: 1) return the Samples or Wastes to Client for proper disposal; or 2) using a manifest signed by Client as generator and for an additional fee, have the Samples or Wastes transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes. Client recognizes and agrees that E SCIENCES is acting as a bailee, and at no time assumes title, constructive or express, to such Samples or Wastes.
6. **ENVIRONMENTAL INDEMNITY.** To the maximum extent permitted by applicable law, Client shall defend, indemnify and hold E SCIENCES and its directors, shareholders, officers, employees, agents and subcontractors harmless from any suit or claim for damages, losses, expenses, penalties, fines, settlements, judgments, costs, or attorneys fees, including personal injury ("Losses") related to or arising from exposure to or release of Contaminants at or from the site before, during or after the Services, unless such Losses are determined to have been caused by E SCIENCES' negligence.
7. **DOCUMENTS.** All documents generated by E SCIENCES under this Agreement ("Work Product"), shall be E SCIENCES' sole property. E SCIENCES will furnish Client the agreed upon number of written reports and supporting documents for Client's exclusive internal use and reliance and for regulatory submittal in connection with the project or Services. Client agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be reused at any location or for any project not expressly provided for in this Agreement without E SCIENCES' prior written permission. Any unauthorized use or distribution of E SCIENCES' Work Product shall be at Client's and recipient's sole risk and without liability to E SCIENCES. Client agrees to indemnify and hold E SCIENCES harmless from all claims or damages connected to any unauthorized use or distribution of E SCIENCES' Work Product, including but not limited to the payment of E SCIENCES' attorney's fees and costs associated therewith.

If Client wishes to distribute E SCIENCES' Work Product to any third party, or desires any third party to rely on E SCIENCES' Work Product, Client and the third party must first contact E SCIENCES and execute E SCIENCES' Standard Secondary Client Agreement. Reports provided for disclosure of information only will not require a separate agreement. E SCIENCES makes no representation as to the suitability of E SCIENCES' report for the third party's purposes. Client acknowledges that E SCIENCES' report(s) shall reflect conditions only at the time of the study and may not reflect conditions at a later time. Client acknowledges that any request for E SCIENCES to release its Work Product to a third party creates a potential conflict of interest and agrees that its request for E SCIENCES to release any Work Product to a third party shall serve as a waiver of any conflict of interest.

Client agrees that all Work Product furnished by E SCIENCES, if not paid for pursuant to the terms hereof, or if improperly used, published or distributed, shall be returned to E SCIENCES upon demand, and will not be used for any purpose whatsoever. E SCIENCES may retain a file copy of its Work Product and related documents, including Client-provided documents.

Upon Client's request, E SCIENCES' Work Product may be provided on electronic media; however, the written copy retained by E SCIENCES in its files shall be the official base document. E SCIENCES makes no warranty or representation that the electronic copy is accurate or complete. Any modifications of the electronic copy by Client shall be at Client's sole risk and without liability to E SCIENCES. The electronic copy is subject to all conditions of this Agreement.

8. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10.00, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, CLIENT AGREES THAT E SCIENCES' LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, DUE TO E SCIENCES' BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS, WILL BE LIMITED TO \$50,000 OR AN AGGREGATE OF THE TOTAL FEES PAID BY CLIENT TO E SCIENCES UNDER THE PROPOSAL, WHICHEVER IS GREATER.

NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY CONSEQUENTIAL, ECONOMIC OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

CLIENT SHALL NOT BE ENTITLED TO ASSERT A CLAIM AGAINST E SCIENCES BASED ON ANY THEORY OF PROFESSIONAL NEGLIGENCE OR VIOLATION OF THE APPLICABLE STANDARD OF CARE UNLESS AND UNTIL CLIENT HAS OBTAINED THE WRITTEN OPINION FROM A LICENSED, INDEPENDENT AND REPUTABLE ENGINEERING AND/OR ENVIRONMENTAL PROFESSIONAL, AS APPROPRIATE TO THE SERVICES RENDERED, THAT E SCIENCES HAS VIOLATED THE APPLICABLE STANDARD OF CARE. CLIENT SHALL PROMPTLY PROVIDE SUCH WRITTEN INDEPENDENT OPINION TO E SCIENCES, AND THE PARTIES AGREE TO ENDEAVOR IN GOOD FAITH TO RESOLVE THE CLAIM WITHIN 30 DAYS FROM THE DATE SUCH WRITTEN OPINION IS FURNISHED TO E SCIENCES.

9. **SITE RESPONSIBILITY.** E SCIENCES' services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by E SCIENCES. The presence of any E SCIENCES' representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that E SCIENCES is not responsible for job or site safety or security, and that E SCIENCES does not have the right or duty to stop or regulate the work of others.

10. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide E SCIENCES with an accurate description of the job site, all available site information, and all documents deemed necessary by E SCIENCES. Unless otherwise stated in the proposal, Client will be responsible for establishing test or boring locations. Field tests or boring locations described in E SCIENCES' report or shown on sketches are based on specific information furnished by others or estimates made in the field by E SCIENCES' personnel. Such dimensions, depths or elevations are approximations. Unless otherwise stated in the Proposal, E Sciences' charges do not include costs of restoration of damage, which may result from the Services. E SCIENCES is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of E Sciences' negligence. Client agrees, for the additional consideration of \$10.00, to indemnify E SCIENCES, its directors, shareholders, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney's fees and costs, to the extent the losses are not caused by E Sciences' negligence.

11. **CLIENT DISCLOSURE.** Client agrees to advise E SCIENCES of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or E Sciences' equipment. E SCIENCES does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that E SCIENCES may be required to make such disclosures if Client fails to do so, and agrees to hold E SCIENCES harmless for any such disclosure.

12. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and E SCIENCES shall be paid for all Services performed to the date of termination. In the event Client requests termination, E SCIENCES shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.

13. **TESTIMONY.** Should E SCIENCES or any E SCIENCES employee be requested or compelled by E SCIENCES to provide testimony or other evidence by any party in relation to the Services, and E SCIENCES is not a party to the dispute, E SCIENCES shall be compensated by Client for E SCIENCES' preparations, document retrieval, document reproduction and testimony at appropriate unit rates. E SCIENCES shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times E SCIENCES' standard rates. Client agrees to provide reasonable travel, lodging and meal expenses as required.

14. **FORCE MAJEURE.** E SCIENCES shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of E SCIENCES. In the event of such a force majeure, the time for E SCIENCES' performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.

15. **UNANTICIPATED CONDITIONS.** Should E SCIENCES encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in E SCIENCES' completion of Services, upon notice to Client, E SCIENCES in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by E SCIENCES.

16. **OPINIONS OF COST.** If included in the Proposal, E SCIENCES will provide opinions of costs for installation of materials, remediation or construction based upon E SCIENCES' experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance in writing by E SCIENCES. Client understands the actual cost of work depends on many factors beyond E SCIENCES' control and may vary significantly from E SCIENCES' estimate.

17. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to E SCIENCES without altering the terms hereof, regardless of any contrary language appearing on the Order.

18. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Orange County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter.

19. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and E SCIENCES shall survive the completion of the Services and/or the termination of this Agreement.
20. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.
21. **ASSIGNMENT.** Either party may not assign this Agreement without the prior written permission of the other. Client acknowledges that E SCIENCES may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without prior Client approval.
22. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.
23. **CONSIDERATION.** The parties agree the charges for E SCIENCES' Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
24. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to E SCIENCES that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining E SCIENCES, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.
25. **ATTORNEY'S FEES AND COSTS.** In the event of litigation between the parties arising out of this Agreement, the prevailing party in such litigation shall recover from the non-prevailing party its reasonable attorney's fees and costs at all levels. E SCIENCES shall be entitled to recover its reasonable pre-litigation attorney's fees and costs from Client reasonably incurred in E SCIENCES' efforts to collect unpaid invoices.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: Southwest Ranches

Authorized Agent Name: _____

Signature: _____

Title: _____

E SCIENCES, INCORPORATED

Printed Name: _____

Signature: _____

Title: _____



E SCIENCES, INCORPORATED
2015 SCHEDULE OF FEES

A. PERSONNEL

Charges will be made at the following rates for staff time spent in administration, consultation or meetings related to the project, field inspection and evaluation, review and analysis of field and laboratory data, travel time, report preparation and review, etc. **Preparation and time spent for expert testimony will be charged at 1.5 times the standard rates.**

	<u>Rate Per Hour</u>
PRINCIPAL Registered Engineer/Geologist/Scientist	\$190.00
DIRECTOR/CHIEF Engineer/Geologist/Scientist	\$190.00
SENIOR II Registered Engineer/Geologist/Scientist	\$175.00
SENIOR I Registered Engineer/Geologist/Scientist	\$145.00
PROJECT II Engineer/Geologist/Scientist	\$120.00
PROJECT I Engineer/Geologist/Scientist	\$110.00
STAFF II Engineer/Geologist/Scientist	\$95.00
STAFF I Engineer/Geologist/Scientist	\$85.00
SENIOR GIS Analyst	\$110.00
CADD/GIS Analyst	\$80.00
Technician II	\$75.00
Technician I	\$65.00
Administrative Assistant/Clerical Support	\$50.00

B. EXPENSES

- 1) Direct non-salary expenses incurred by the project and not applicable to general overhead will be invoiced at our cost multiplied by 1.15. Examples of direct expenses are project supplies, travel and lodging.
- 2) Automobiles used on projects will be charged at a mileage rate of \$0.75 per mile.
- 3) Disposal of Hazardous Waste samples - Samples of waste will be disposed by permitted methods on behalf of the client, after a determination is made that the waste is defined by RCRA to be hazardous. Due to the requirements of some hazardous assessments, disposal and invoicing of incurred expenses may take place after invoicing of the originally contracted work. This cost, if incurred, is not included in the project budget or in the laboratory testing fee schedule.

C. SUBCONTRACTS

- 1) Subcontract services outside E Sciences, Incorporated (if required) will be invoiced at our cost multiplied by 1.15.

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

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muniz, Assistant Town Administrator/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: Clete Saunier, P.E., Public Works Director

DATE: March 30, 2015

SUBJECT: **Agreement with Straight Ahead Construction, Inc. for Phase II of the SW 54th Place Drainage Improvements**

Recommendation

To place this item on the agenda for Council consideration and approval to piggyback onto Florida Department of Transportation agreements with Straight Ahead Construction, Inc. for the Phase II drainage improvements along SW 54th Place.

Background

The Town was appropriated \$75,000 from the State Legislature for the SW 54th Place Drainage improvements. The Phase I improvements were completed for \$38,450. Phase II must be completed by May 31st, 2015.

Phase II includes the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, and installation of a concrete headwall, swales and grass sod. After reviewing the scope, the design engineers have recommended an additional drainage pipe from the southwest intersection of SW 196th Lane along SW 54th right-of-way into Canal 13. This will connect the Phase I inlets to outfall to Canal 13 and the existing catch basins at SW 195th Terrace and SW 54th Place with drainage pipe. This will increase drainage capacity and remove flood waters more quickly from the SW 195th Terrace corridor and SW 54th Place by discharging to Canal 13.

In an effort to save time and money and meet the grant deadlines, staff recommends piggybacking on two competitively bid Florida Department of Transportation agreements

(E6I73 and E6I08) with Straight Ahead Construction, Inc. for the Phase II drainage improvements along SW 54th Place.

Fiscal Impact

Funds are available in the Fiscal Year 2015 Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). A summary of the project expenses are below:

Task	DEP Grant Funds	Town Funds	Total Task
Phase I Construction	\$38,450.00	\$0.00	\$38,450.00
Design & Surveying	\$3,000.00	\$3,510.00	\$6,510.00
Phase II Construction	\$33,550.00	\$58,124.19	\$91,674.19
Total	\$75,000.00	\$61,634.19	\$136,634.19

Staff Contact

Clete Saunier, P.E., Public Works Director

RESOLUTION NO. 2015 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH STRAIGHT AHEAD CONSTRUCTION, INC. TO COMPLETE THE DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE 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 along SW 54th Place; 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 2014-2015 Town Budget; and

WHEREAS, the State Legislature awarded the Town \$75,000 for this project through the Florida Department of Environmental Protection; and

WHEREAS, pursuant to Resolution 2014-058, the Town entered into an agreement with the Florida Department of Environmental Protection; and

WHEREAS, pursuant to Resolution 2014-039, the Town entered into an Agreement with DP Development of the Treasure Coast, LLC for Phase I of improvements in response to Invitation for Bid (IFB) # 14-004; and

WHEREAS, Phase I improvements were completed in 2014; and

WHEREAS, Phase II improvements must be completed by May 31, 2015 in accordance with the funding agreement; and

WHEREAS, the project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

WHEREAS, Town staff recommends piggybacking off the procured Florida Department of Transportation Contracts E6I73 and E6I08 with Straight Ahead Construction, Inc.; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement 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 Straight Ahead Construction, Inc. providing the construction of the drainage improvement project along SW 54th Place as outlined in the Agreement 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 _____, _____ on a motion by _____
and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



BID PROPOSAL

Project: Town of Southwest Ranches Drainage Improvements
 Work Element 1, Grants 1 and 2
 Drainage Improvements for SW 54th Place

Client: Town of Southwest Ranches

Date: 3/27/2015

Contract ID	Item No.	Item Description	Unit Price	Quantity	Units	Amount
E6173	425-1541	Inlets, DT BOT, Type D, <10'	\$3,247.58	3	EA	\$9,742.74
E6173	425-11	Drainage Structure Modify	\$893.10	3	EA	\$2,679.30
E6173	4.3E+08	Pipe Culvert, Op. Material, Round 24" S/CD	\$74.47	907	LF	\$67,544.29
	400-1-2	Conc. Class 1, Endwalls	\$904.00	2.29	CY	\$2,070.16
E6173	570-1-1	Performance Turf, Sod	\$3.47	1770	SY	\$6,141.90
E6108	104-10-3	Sediment Barrier	\$1.26	80	LF	\$100.80
E6108	104-11	Floating Turbidity Barrier	\$10.12	100	LF	\$1,012.00
	104-12	Staked Turbidity Barrier	\$10.12	100	LF	\$1,012.00
E6108	104-18	Inlet Protection System	\$74.85	6	EA	\$449.10
E6108	120-3	Lateral Ditch Excavation	\$2.64	165	CY	\$435.60
E6108	700-1-50	Single Post Sign, Relocate	\$243.15	2	AS	\$486.30
Total Cost						\$91,674.19

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AGREEMENT
BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

STRAIGHT AHEAD CONSTRUCTION, INC.

FOR

DRAINAGE IMPROVEMENTS AT SW 54th PLACE (PHASE II)

CONTRACT FOR

DRAINAGE IMPROVEMENTS AT SW 54th PLACE (PHASE II)

THIS IS A CONTRACT for Drainage Improvements - SW 54th Place (Phase II) (“Agreement”) made and entered into on this _____ day of _____, 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Straight Ahead Construction, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, on March 27, 2015, in furtherance of the Town’s Procurement Code, the Town received a Bid Proposal from Contractor based upon previously advertised, competitive bidding invitations by the Florida Department of Transportation (FDOT), seeking qualified contractors to enter into contracts based on unit costs to provide certain Drainage Improvements for the [see FDOT, State Contract No.’s E6I73 and E6I08 (“Contracts”)], and

WHEREAS, Contractor was awarded said Contracts based upon being the lowest, responsible and responsive bidder, and

WHEREAS, Contractor has agreed to allow piggy backing from the State Contract No.’s E6I73 and E6I08 to provide a bid based upon the unit pricing of said Contracts, and

WHEREAS, the Town has adopted Resolution No. 2015-____ at a public Town Council meeting approving the award and has selected Straight Ahead Construction, Inc., as Contractor for the Project.

WHEREAS, the Town is desirous of entering into an agreement with Straight Ahead Construction, Inc. to provide construction services for Drainage Improvements at SW 54th Place (Phase II) 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 Scope of Work as set forth in the Plans and Specifications and Contractor’s Bid dated 3/27/15 including Unit Prices based upon FDOT Contract No.’s E6I73 and E6I08;

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 of the drainage improvements 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.
- 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, except the term shall not extend past May 29, 2015 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 this Agreement. 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.”

- 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 increase the overall time needed to perform 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 Notice to Proceed 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 Town's 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 engineer/architect of record for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued 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 Town's 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, materials or services 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 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.

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 named 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.
- 6.6 Contractor shall carry the following minimum types and amounts 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 440, 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.

- 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 named 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 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Insurance policy shall not be a "claims-made" policy.
- 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, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner 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 **BONDS.** 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 Agreement 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 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 bonds, 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.

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 strict 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 for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **seven (7) 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.
- 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 **seven (7) calendar 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, the termination shall automatically be converted to one for convenience, and 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 **seven (7) calendar 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, the termination shall automatically be converted to one for convenience, and 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.

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 increases Contractor's overall time for performance of the Work and 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 Dates, 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.

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 failure of which shall be deemed a material breach of this Agreement. 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.

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 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, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Mike MacDonell, Vice President
Straight Ahead Construction, Inc.
17800 SW 75th Avenue
Palmetto Bay, FL 33157

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 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.
- 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.
- 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

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 _____ 2015.

WITNESSES:

CONTRACTOR:

By: _____

_____(name)_____, _____(title)_____

____ day of _____ 2015

WITNESSES:

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____

Jeff Nelson, Mayor

____ day of _____ 2015

By: _____

Andrew D. Berns, Town Administrator

____ day of _____ 2015

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

ACTIVI

EXHIBIT “A”

Scope of Work as set forth in the Plans and Specifications and Contractor's Bid dated 3/27/15 including Unit Prices based upon FDOT Contract No.'s E6I73 and E6I08.

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 Drainage Improvements at SW 54th Place (Phase II) ("the Agreement") 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 Agreement unless otherwise defined herein.

1. This Work Authorization (WA) No. ____ is executed in connection with and is deemed to be part of the Agreement.
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 Agreement.
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 Substantial Completion shall be no more than ____ calendar days from date of commencement and Final Completion shall be no more than ____ 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: _____

Russell Muñiz, MMC, Town Clerk

Andrew D. Berns, Town Administrator

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 12, 2015

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

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 7:09 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Mayor Nelson recognized that Vice Mayor Fisikelli wished to introduce Suganth Kannan, a student at American Heritage. Mr. Kannan spoke about his involvement with H.A.P.P.I. Farms in Southwest Ranches. He proceeded to show a PowerPoint presentation that illustrated the types of assistance that H.A.P.P.I. Farms provides to people with disabilities. He requested assistance in raising money so that a tent could be purchased to keep volunteers and those visiting the farm cool when working with the animals.

3. Public Comment – The following members of the public addressed the Town Council: Jo Ann Hollingsworth, Aster Knight, Debbie Green, Mary Gay Chaples, John Eastman, and Barry Neunzig.

4. Board Reports – Mary Gay Chaples, Chair of the Recreation, Forestry, and Natural Resources Advisory Board asked for additional appointments to be made to this board so that it would be more representative of the entire Town. Town Council gave their support for additional appointments to be made.

Newell Hollingsworth, Chair of the Comprehensive Planning Advisory Board, spoke about the past effort of the Council to rewrite the farm ordinances for those that did not have Agricultural exempt properties because of the changes to State law. He advised that the Board has a budget, which it will utilize to pay for architectural plans for a prototypical barn, and the Town will own the plans. He asked that the Town authorize the expenditure of up to \$7,500 for the plans and any legal expenses that may be incurred. The consensus of Council was to approve this expenditure.

5. Council Member Comments

Council Member Breitreuz was hopeful that he would be able to have someone that would be willing to serve on the Recreation, Forestry, and Natural Resources Advisory Board. He supported the idea of a Town Birthday Party and Parade as was mentioned during Public Comments. Also in

reference to Public Comments, he indicated that he had spoken to Davie Police about traffic concerns and was encouraged that enhanced enforcement would be occurring soon.

Council Member McKay spoke about past Town Birthday Parties and Parades and supported having it later in the year to take advantage of better weather.

Vice Mayor Fisikelli spoke of a recent Broward County MPO meeting he attended and spoke of three planned projects in the 2040 plan that concerned him. The first was the expansion of SW 188th Avenue from four to six lanes. The second was the future plans for SW 184th Avenue. Discussion among Council ensued about whether a previous resolution had been passed to oppose this expansion. The last item was the planned expansion of Griffin Road, east of I-75, from four lanes to six. Newell Hollingsworth read an excerpt of the EAR Based Comprehensive Plan Amendments Transportation Element (TE) Policy 1.2-g which stated that all existing and future Trafficway and local streets, except Griffin, Sheridan, Flamingo, and US 27 shall be two lanes.

6. Legal Comments

Town Attorney Poliakoff advised that a Motion for Summary Judgement in the litigation against Pembroke Pines would be held on March 27th. He advised that he and Town Administrator Berns would be meeting with the property owners for the Downey Plat. Due to their planned development, the property owners will build a U-Turn between 184th and 185th Avenues and Griffin Road. The County is requesting a "Letter of No Objections" to allow the property owners to process their plan simultaneously with the Town which will save the property owners' time. He further advised that since SW 184th Avenue is no longer being disturbed for this project, the Army Corps of Engineers will be advised that the canal will not be affected. He further advised that at a future meeting he will present the list of residents who complained to the Office of the Inspector General about the Town. He also spoke of the increasing number of Code Enforcement Lien mitigation requests which was a result of increased real estate activity. Lastly, he spoke about discussions he and Town Administrator Berns had with Broward County about the requirement for residents to test their wells or hook up to a neighboring water supplier. The outcome was that Broward County has advised that they have no jurisdiction over this issue and they cannot enforce it. He advised that he and Town Administrator Berns would be meeting with Sunrise and the Broward County Health Department to finally resolve the issue.

7. Administration Comments

Town Administrator Berns advised that Town Engineer Clete Saunier was on assignment attending a South Florida Water Management District meeting to go on record and advise them that the Town was interested in the parcel to the west of the Broadwing parcel. He announced that the Town's building permit contractor CAP Government, Inc. would have a representative located in Town Hall in the near future to provide a convenience for residents. He advised that the contract with Luke's Landscaping was drawing to a close and indicated that the new vendor, Prestige Property Maintenance, would begin next week. Lastly, he announced that Council Member Jablonski won the Aster Knight Parks Foundation Chili Cook-off competition, but in the unofficial head to head competition there was a tie between Council Member Breitkreuz and Council Member Jablonski for the Council Cup.

8. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING THE COUNCIL'S DESIRE TO ESTABLISH THE TOWN OF SOUTHWEST RANCHES NEIGHBORHOOD SAFETY GRANT PROGRAM FOR 2014-2015; PROVIDING FOR APPLICATION REQUIREMENTS; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$40,000 (FORTY THOUSAND DOLLARS) FOR PROMOTION OF SAFE NEIGHBORHOODS; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, and seconded by Mayor Nelson. No vote was taken.

MOTION: TO APPROVE THE RESOLUTION WITH A REQUIREMENT FOR A 50% MATCH, AND THE PROGRAM TO BE FUNDED AT \$20,000.

The following motion was made by Council Member Breitkreuz, seconded by Mayor Nelson and passed by 3-2 roll call vote. The vote was as follows: Council Member Breitkreuz, Vice Mayor Fisikelli, and Mayor Nelson voting Yes and Council Member Jablonski and Council Member McKay voting No.

MOTION: TO APPROVE THE ORIGINAL RESOLUTION.

9. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING RESOLUTION NO. 2015-002, THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2015, BY RESCHEDULING THE SEPTEMBER 10, 2015 TOWN COUNCIL MEETING TO SEPTEMBER 15, 2015 AND RESCHEDULING THE SEPTEMBER 24, 2015 TOWN COUNCIL MEETING TO SEPTEMBER 29, 2015; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. Appointments –Broward League of Cities Board of Directors

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

MOTION: TO APPOINT COUNCIL MEMBER MCKAY AS THE VOTING DELEGATE AND VICE MAYOR FISIPELLI AS THE ALTERNATE.

11. Approval of Minutes

There were no minutes requiring approval.

12. Adjournment – Meeting was adjourned at 9:15 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of April, 2015.*

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.

WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 12, 2015

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Russell Muñiz, Assistant Town Administrator

Workshop 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 6:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Administrator Berns explained the workshop was scheduled at Council's request in response to resident complaints regarding commercial use on residential properties. He advised that since current policy is for Code Enforcement to be reactive, Council direction would need to be provided if that were to change. He summarized the contents of the package that had been created for Council by Community Development Director Robert Solera.

Mr. Solera summarized the most common complaints fielded by Code Enforcement such as commercial vehicles being staged, cars in disrepair in backyards, and farm/nurseries which display their wares beyond their property. He also provided Council Members with a list of Certificates of Use issued by the Town and indicated that there was no way to accurately determine which entities are still in business.

Mayor Nelson asked how many complaints were received in the last month related to landscaping vehicles. Mr. Solera indicated 20. Mayor Nelson opined that it might be best to leave Code Enforcement as reactive.

Council Member Breitkreuz felt that many issues were not being recorded because residents were in fear of making enemies with businesses in their neighborhoods.

Council Member McKay asked where the bulk of the complaints about landscaping trucks was occurring. Mr. Solera indicated it was occurring mostly west of SW 186th Avenue. He explained what the process was when a complaint was received.

Mayor Nelson, asked if Code Enforcement responds to anonymous complaints. Mr. Solera indicated in the affirmative, but clarified that if the alleged violation cannot be verified from the roadway then Code Enforcement cannot proceed with enforcement action unless someone comes forward.

Council Member Breitzkreuz wondered if it would be possible for Code Enforcement to be more proactive in matters that were so egregious that were discovered during their normal operations.

Council Member Jablonski felt it would be more effective to enforce what we have in the current town code, as opposed to adding anything new. He felt that changing the courtesy notice policy which would require the property owner to respond might be a good first step. He felt that most residents moved out to Southwest Ranches to be left alone and that should be maintained. Those who are abusing the code should be held accountable.

Public Comments ensued. The following members of the public addressed the Town Council: Aster Knight, Jo Ann Hollingsworth, Debbie Green, Vince Falletta, and Jim Laskey.

Vice Mayor Fisikelli asked if the Town issued a license. Mr. Solera indicated that the Town issued a Certificate of Use which must be issued prior to the business receiving a Business Tax Receipt from Broward County. Vice Mayor Fisikelli thought the Town should issue a license.

Council Member Breitzkreuz again spoke on behalf of residents who were afraid to report violations, and asked if there could be a mechanism to have the Town address the worst violators proactively.

Mayor Nelson asked Town Attorney Poliakoff if there was a mechanism that can be utilized to require the property owners to respond to Code Enforcement. Town Attorney Poliakoff clarified that Mr. Solera already provides the property owner with a courtesy notice. If they don't respond to the courtesy notice Mr. Solera issues a Notice of Violation. If they still don't respond they are required to attend the Special Magistrate Hearing. If they still don't respond, or are found in violation, a fine begins to accrue on the property. If the property owner does not bring the property into compliance or ignores the steps in the process, a lien is placed on the property which could result in a foreclosure action. He felt that the current process provides many opportunities to compel property owners to respond.

The consensus of Council was to let Mr. Solera use his discretion, and the current process, to address the issues that have arisen. No change in current policy was proposed.

Adjournment – Meeting was adjourned at 6:56 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 9th day of April, 2015.*

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.

RESOLUTION NO. 2015-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A DECLARATION THAT THERE IS AN IMMEDIATE DANGER TO THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC, REQUIRING IMMEDIATE ACTION; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE OFFICE OF THE TOWN ATTORNEY TO FILE AN ACTION IN EQUITY SEEKING BOTH MANDATORY AND PROHIBITORY INJUNCTIVE RELIEF AGAINST THE CITY OF PEMBROKE PINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, Southwest 54th Place, from Southwest 207th Terrace on the west to Southwest 205th Avenue on the east ("Road Segment"), is a public roadway, duly dedicated to the public for the carrying of pedestrian and vehicular traffic easterly and westerly; and

WHEREAS, the Road Segment is a public right-of-way, approximately two standard lanes in width, edge to edge; and

WHEREAS, the common boundaries of the Town of Southwest Ranches ("TOWN") and the City of Pembroke Pines ("CITY") constitute the mid-line of the Road Segment, such that the southerly half of the Road Segment lies in the TOWN, and the northerly half of the Road Segment lies with the CITY; and

WHEREAS, a resident living proximate to the Road Segment is an 85 year-old female, who is under the care of her son, and they reside at 20720 Southwest 54th Place, on a permanent basis; and

WHEREAS, prior to 2014, the Road Segment was an open traffic way for its full width, accommodating eastbound and westbound vehicular traffic; and

WHEREAS, the two privately-owned properties are situated adjacent to the southerly right-of-way line of the Road Segment, with common driveways extending into the residential property from the Road Segment; and

WHEREAS, in or about 2014, CITY, without notice, permission, license or other authority, unilaterally placed a series of concrete barriers on the common municipal borders, as depicted in Exhibit "A", attached hereto; and

WHEREAS, at the easterly terminus of the Road Segment, CITY caused the concrete barriers to be situated in such a way as to preclude pedestrian and vehicular traffic to proceed easterly along the public roadway known as Southwest 54th Place, effectively barricading the roadway at the easterly terminus of the Road Segment; and

WHEREAS, concurrently, CITY created a blockade by the erection of an electronically, digitally operated pair of gates, as depicted on Exhibit "A", attached hereto, which are activated by a code ("Blockade Facility"), controlled by CITY and, ostensibly restricted to residents of the CITY and others approved by CITY; and

WHEREAS, the Blockage Facility described in this preamble, effectively obstructs vehicular traffic from traveling northerly from Southwest 54th Place down Southwest 207th Terrace, unless one can activate the gates; and

WHEREAS, the TOWN provides police, fire rescue and other public safety services to the residents of the TOWN, including the parcels identified herein, through various fire and police agencies; and

WHEREAS, the concrete barricades described herein and the Blockade Facility described herein, substantially impair the vehicular movement of the TOWN's public safety units and the ability of the TOWN to provide public safety services to the immediate vicinity and, in particular, the two parcels identified herein; and

WHEREAS, the existing circumstances create an imminent threat to life and property by virtue of creating a significant impairment to the ability of the TOWN to provide public safety municipal services to the residents and guests in the immediate vicinity of the Road Segment.

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

Section 1. The above referenced "WHEREAS" clauses are true and correct and are incorporated herein by reference.

Section 2. FINDINGS OF FACT; DECLARATION OF EMERGENCY: Based upon the facts sent forth in the preamble hereto, the Town Council, by three-fourths vote of its governing body, finds and determines that there exists an immediate danger to the health, safety and welfare of the public, including those residents and visitors in the vicinity of the Road Segment, particularly at the civil street address of 20720 Southwest 54th Place.

Section 3. AUTHORITY AND DIRECTION. The Town Attorney is hereby authorized and directed to take such steps as shall be necessary and appropriate, including the filing of such court papers as shall be necessary to obtain both prohibitory and mandatory injunctive relief against the City of Pembroke Pines and all others appropriate thereto for the removal of all or a portion of the concrete barricade and the Blockade Facility described in the preamble hereto and for such other relief as the court may deem mete and proper; provided that pursuant to Section 164.1041(2), Florida Statutes, not notice or public meeting or other proceeding shall be required before the action authorized and directed hereunder.

Section 4. Conflict. All 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 Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 9th day of April 2015, on a motion by _____ and seconded by _____.

Nelson	_____	Ayes	_____
Fisikelli	_____	Nays	_____
Breitkreuz	_____	Absent	_____
Jablonski	_____		
McKay	_____		

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

112367322.1



To see all the details that are visible on the screen, use the "Print" link next to the map.



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