



Southwest Ranches Town Council

REGULAR MEETING

Agenda of October 13, 2016

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Jeff Nelson	Steve Breitkreuz	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u>	Freddy Fisikelli	<u>Town Financial</u>	<u>Assistant Town</u>
Doug McKay	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, 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. Presentation - Donation of surplus funds from Eagle Scout candidate Tylor Taparowski.**
- 4. Proclamation - Domestic Violence Awareness Month (Women In Distress - Miriam Garcia)**

Quasi-Judicial Hearings

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

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

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

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

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

5. Morris Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-14-16 TO SUBDIVIDE APPROXIMATELY 4.76 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.38 NET ACRES APIECE; GENERALLY LOCATED ON THE WEST SIDE OF APPALOOSA TRAIL, APPROXIMATELY ONE-QUARTER MILE SOUTH OF STIRLING ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF THE NORTH 324.17 FEET OF TRACTS 27 AND 28 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE EAST 20 FEET OF TRACT 28; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. {Tabled from September 14, 2016}

6. Public Comment

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

7. Board Reports

8. Council Member Comments

9. Legal Comments

10. Administration Comments

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH NEW TESTAMENT BAPTIST CHURCH, INCORPORATED OF MIAMI, FLORIDA ("NTBC") RELATING TO THE

PROPERTY GENERALLY LOCATED AT 13900 GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE SETTLEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2017; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2017; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A FEE SCHEDULE AND EXPEDITED PERMITTING PROCESS FOR THE SOUTHWEST RANCHES PROTOTYPE BARN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO IMPLEMENT THE FEE SCHEDULE AND EXPEDITED PERMITTING PROCESS; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH TOWER PEST CONTROL, INC. TO PROVIDE PEST CONTROL SERVICES AT TOWN FACILITIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN 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.

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER, 2016

WHEREAS, the residents of Southwest Ranches are this town's most precious resource and ensuring their safety, well-being and positive development is a priority and a responsibility that we all share; and

WHEREAS, 1 in 3 women and 1 in 4 men have been victims of physical violence by an intimate partner within their lifetime; and

WHEREAS, the exposure of young children to such violence is occurring at an alarming rate—The U.S. Advisory Board on Child Abuse and Neglect suggests that domestic violence may be the single major precursor to child abuse and fatalities in this country; and

WHEREAS, domestic violence may be the single major precursor to child abuse and fatalities in this country; and

WHEREAS, by providing individuals with education about healthy relationships, and by changing attitudes that support violence, we work to stop domestic violence for Southwest Ranches residents.

NOW, THEREFORE, I, Jeff Nelson, Mayor of the Town of Southwest Ranches, Florida, along with the Town Council do hereby proclaim October 2016 to be:

DOMESTIC VIOLENCE AWARENESS MONTH

in Southwest Ranches and urge all to respond to and work toward ending domestic violence by supporting their communities' efforts to empower and assist victims in finding and accessing the resources they need, and by promoting awareness and prevention of domestic violence in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Southwest Ranches be affixed this 13th day of October, 2016.



JEFF NELSON, MAYOR



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

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 10/13/2016
SUBJECT: Morris Waiver of Plat

Recommendation

Recommendation

1. The Council could deny this item finding that the applicant failed to show by competent substantial evidence it has met the requirements of the ULDC.
2. The Council could approve this item finding that the applicant has shown by competent substantial evidence it has met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with the conditions such as those listed in the staff report.

Strategic Priorities

A. Sound Governance

Background

The applicant is requesting approval of a Waiver of Plat to subdivide 4.76 net acres on the west side of 6300 block of Appaloosa Trail into two parcels of 2.38 net acres each, with 162 feet of frontage each on Appaloosa Trail. The proposed subdivision will conform with the minimum RR District lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

Fiscal Impact/Analysis

None

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Morris Reso - TA Approved	9/8/2016	Resolution
staff report	9/1/2016	Backup Material
Location Map	9/1/2016	Backup Material
Surveys	9/1/2016	Backup Material
Mail Notice List	9/1/2016	Backup Material
Mail Notification Map	9/1/2016	Backup Material

RESOLUTION NO. 2016-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-14-16 TO SUBDIVIDE APPROXIMATELY 4.76 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.38 NET ACRES APIECE; GENERALLY LOCATED ON THE WEST SIDE OF APPALOOSA TRAIL, APPROXIMATELY ONE-QUARTER MILE SOUTH OF STIRLING ROAD, AND DESCRIBED AS THE NORTH ONE-HALF OF THE NORTH 324.17 FEET OF TRACTS 27 AND 28 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 39 OF THE DADE COUNTY, FLORIDA PUBLIC RECORDS, LESS THE EAST 20 FEET OF TRACT 28; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at a duly noticed public hearing held on September 14, 2016, the Town Council reviewed Application No. WP-14-16 by George and Deborah Morris to subdivide 4.76 acres ("Property") into two equal parcels of 2.38 acres in area and 162 feet in width without platting; and

WHEREAS, the Property has Rural Ranch land use plan and a Rural Ranches zoning designation, both of which require 2.0 net or 2.5 gross acres per lot; and

WHEREAS, the Rural Ranches zoning regulations require a minimum lot width of 125 feet; and

WHEREAS, the subdivision complies with the minimum lot size and dimensional requirements of the Rural Ranch land use plan and Rural Ranches zoning designation, and will not create or exacerbate any nonconformities with the development standards of the Unified Land Development Code ("ULDC").

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 September 14, 2016, 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-14-16,

for the property described and depicted in Exhibits "A" and "B" attached hereto and made a part hereof, subject to the condition that the petitioner 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, five percent (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

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 upon the property owner's satisfaction of all conditions of approval enumerated in Section 2 herein.

Section 5. This Resolution shall become effective upon the property owner's satisfaction of the condition of approval enumerated in Section 2 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of September 2016, on a motion by _____ and seconded by _____.

Nelson _____
McKay _____
Fisikelli _____
Breitkreuz _____
Jabolnski _____

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"

LEGAL DESCRIPTION

Parent Tract

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 4.75 acres, more or less.

Lot 1:

The North one-half of the following described parcel:

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 2.37 acres, more or less.

Lot 2:

The South one-half of the following described parcel:

The North 324.17 feet of Tract 27 together with the North 324.17 feet of Tract 28 less the East 20 feet thereof for road in Section 2, Township 51 South, Range 40 East, EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the plat thereof, as recorded in Plat Book 2, Page 39 of the Public Records of Dade County, Florida.

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 2.38 acres, more or less.

EXHIBIT "B" (1of 2)
PRE-SUBDIVIDED CONDITON

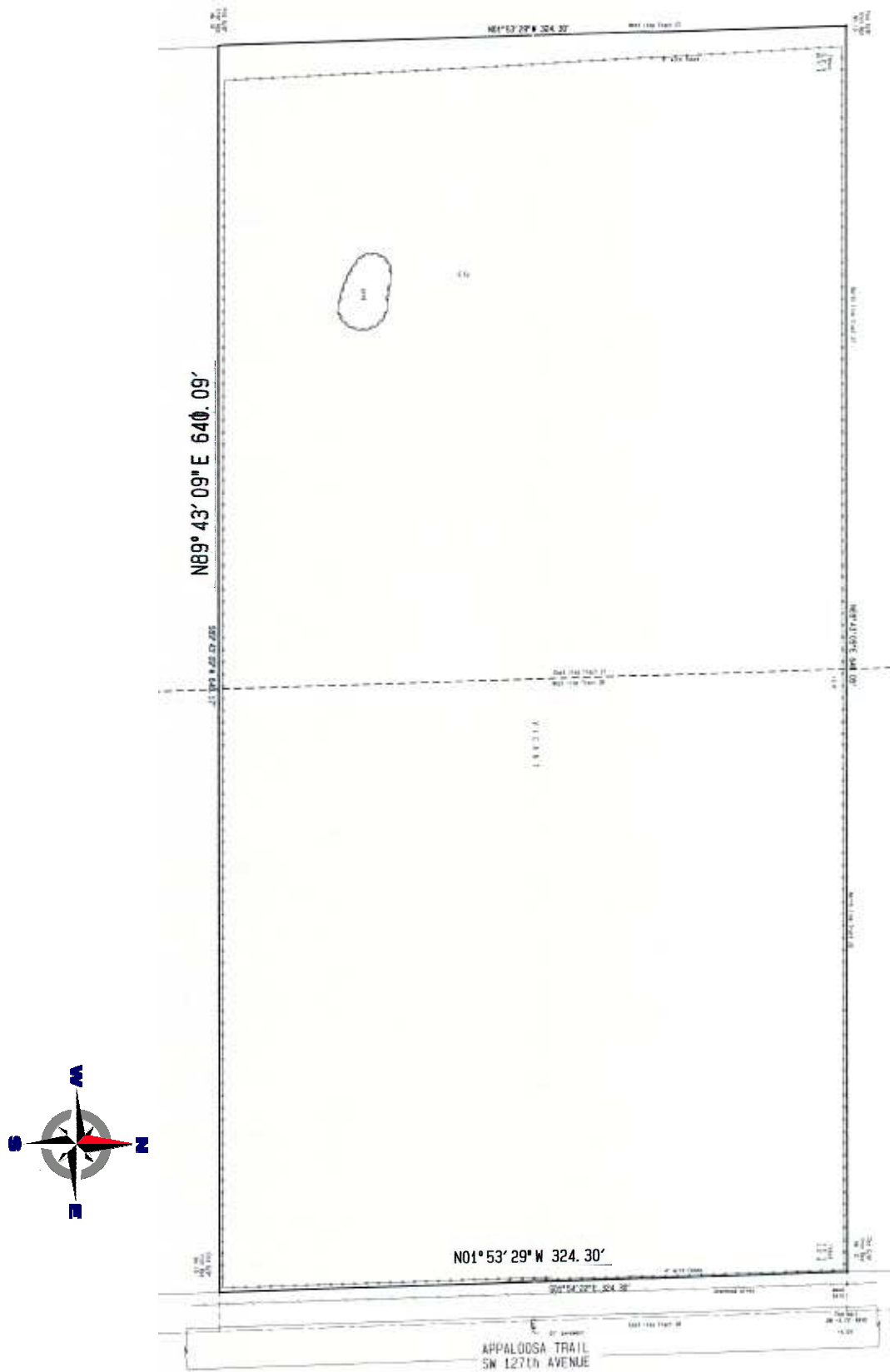
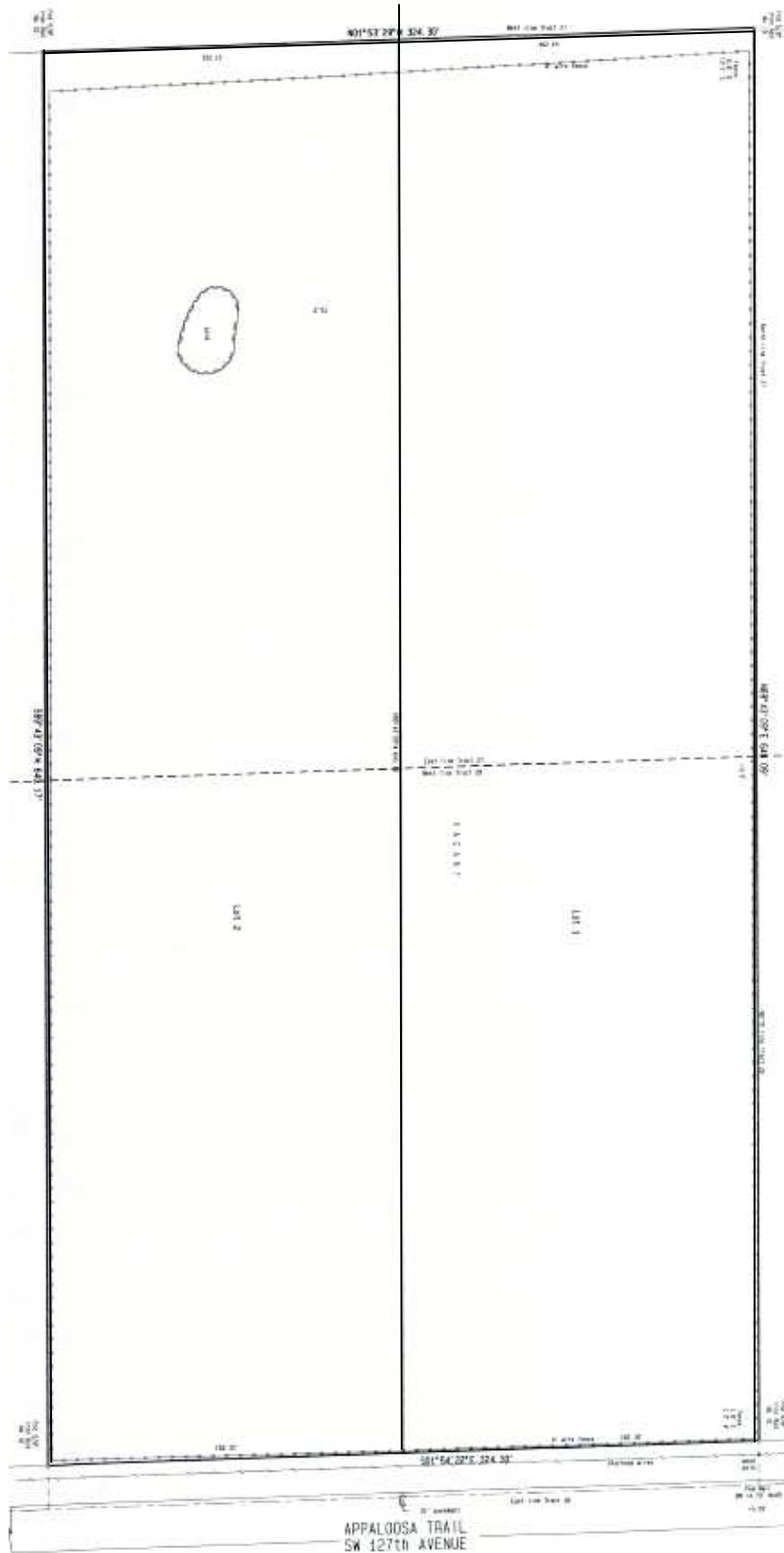
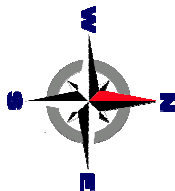


EXHIBIT "B" (2of 2) SUBDIVIDED CONDITION



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

September 14, 2016

SUBJECT: Waiver of Plat application WP-014-16

LOCATION: Generally located on the west side of Appaloosa Trail in the 6300 block, approximately one-quarter mile south of Stirling Road.

OWNER/APPLICANT: Deborah Morris

AGENT: George Morris

LAND USE PLAN DESIGNATION: Rural Ranch

ZONING: RR – Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper, mail notice

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

BACKGROUND AND ANALYSIS

The applicant is requesting approval of a Waiver of Plat to subdivide 4.76 net acres on the west side of 6300 block of Appaloosa Trail ("Property") into two parcels of 2.38 net acres each, with 162 feet of frontage each on Appaloosa Trail. 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 proposed subdivision will conform with the minimum lot area requirements, and will exceed the minimum lot width requirement of 125 feet.

The property is undeveloped. Therefore, the proposed subdivision will not create nonconformities with regard to land development code requirements, including setbacks, pervious area, and lot coverage. Both lots will access Appaloosa Trail, for which no additional right-of-way is required. The Town's Trails Master Plan does not designate a trail alignment along this section of Appaloosa Trail.

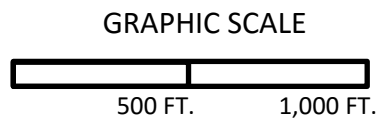
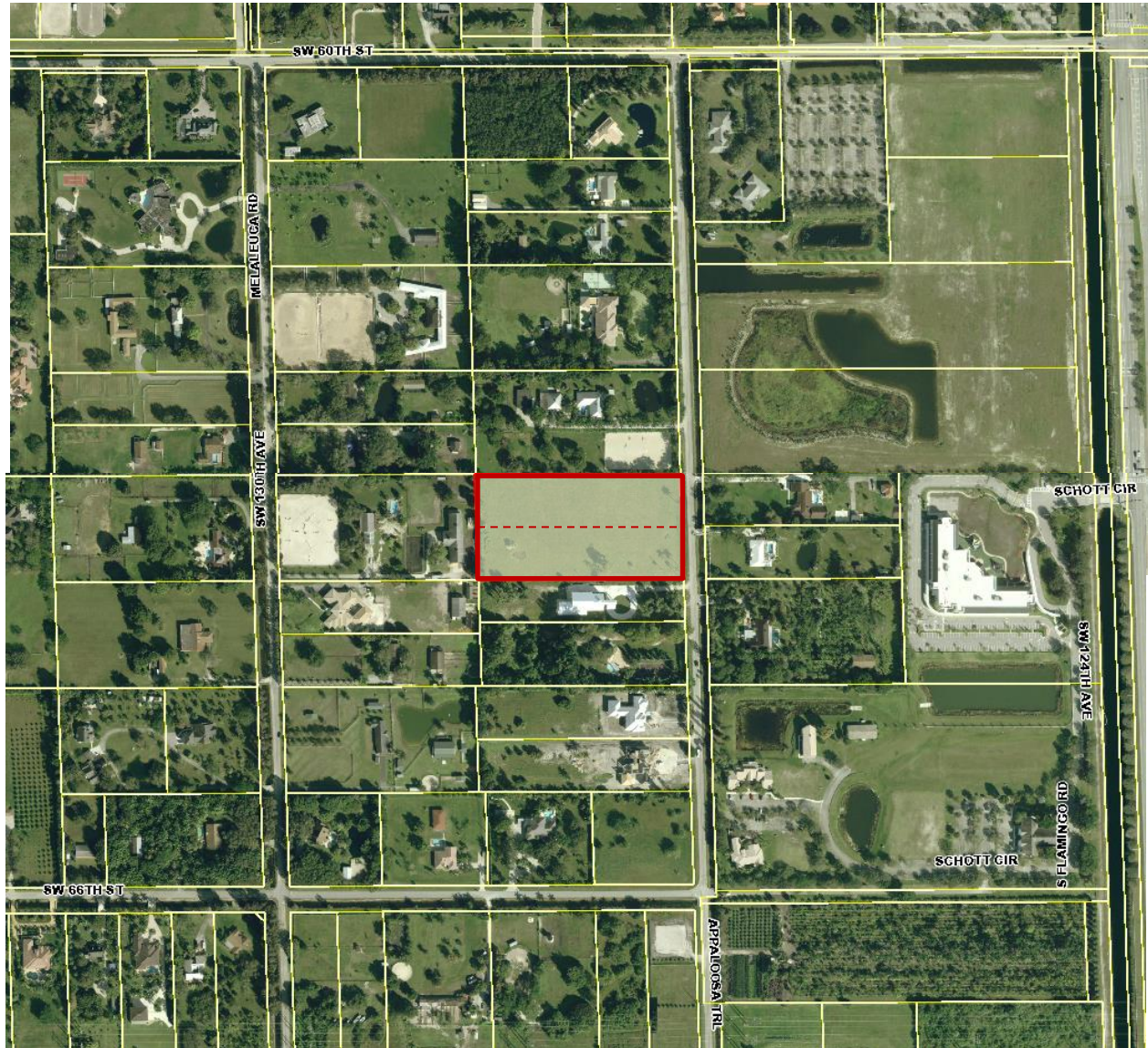
Letters of no objection have been received from Central Broward Water Control District, TECO Gas, AT&T, and FPL. Since no changes to lot access are proposed, the Fire Marshall will review at the time of building permit. The Town Engineer has no objections to the request. There are no open Code Compliance cases against the property. 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 No. WP-014-16 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) 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, five percent (5%) administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.

WAIVER OF PLAT
APPLICATION NO. WP-14-16
6311 APPALOOSA DRIVE (SW 127TH AVENUE)



DESCRIPTION:

Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida, containing 4.75 acres, more or less.



Sept 10, 1968 (continued)
A light rain fell over the
last 2 hours. Windy rain, with a
few showers. Wind: 15 mph at the
bridge. Windy, no clouds in
the sky. An eclipse of the
sun. There was a total eclipse
of the sun.

THE U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C. 20250-1500
U.S. GOVERNMENT PRINTING OFFICE: 1985-144-104
AND OTHER PUBLICATIONS BY U.S. GOVERNMENT PRINTING OFFICE

THIS GUIDE MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL ACCOUNTANTS AND MATTERS IN CHAPTER 1101-8, FLORIDA ADMINISTRATIVE CODE.

2022年11月15日
 2022年11月15日

PLATE 13.17-18

NOTICE

certification of authorization LB #706
 0 examine for building and that doing
 1 to meet to the foundation of same.
 Certification to date of find
 work of that migration date
 Hearings shown are cases on the

SAT #602-2-7889 The signature and the date do not fit the name of a Florida license licensee and agent.


DENI LAND SURVEYORS, INC.
 1900 N.W. 35TH AVENUE, CORAL GABLES, FL 33066 (305) 570-7955 FAX (305) 370-0343
 LAND & SURVEYING SERVICES AND CONSULTING SURVEYORS

NAME_LINE_1	NAME_LINE_2
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS
POTENTIAL CHURCH INC	FINANCE DEPARTMENT
LOPEZ,CLAUDIA M	
PEACEFUL HAVEN RANCH GROUP HOME	INC
PARRISH,LORI N	COHEN,GEOFFREY D ETAL
ARIN,ESRA	
BRACKEN,MILDRED C	
DEWEY,MARK	
DEWEY,MARK & JANICE MC CALLMAN	
MANTELL,MICHAEL & SHIRLEY	
FASSLER,LEONARD & ANNETTE	
WARLEN,J L JR & BARBARA J	
TOWN OF SOUTHWEST RANCHES	
SANON,JEAN-GARY	SANON,VALENTINE
SHERIDAN HOUSE INC	
FAHIMIPOUR,MEHRDAD & COTY	
MARSON SW RANCHES LLC	
KHAN,KHALID J & KISHWAR	
6300 OF APPALOOSA TRAIL LLC	
GAM LAND INVESTMENTS LLC	
CA MIAMI 6271 SFR LLC	CANYON AGASSI CHARTER SCH FAC
KONDAUR CAPITAL CORP	
PERFECT CHOICE NURSERY CORP	
N & R FAMILY INVEST INC	
MORRIS,DEBORAH	
EVERGLADES SUGAR & LAND CO LLC	
DIAMOND EYE STABLES LLC	
13201 LURAY LLC	
SIBLINGS HOLDINGS LLC	
BANSAL,ATAL & SHAILI	
ANDRADE,MARIANO & CLAUDIA XUE	
BLAIR,MARY ANN H/E	BLAIR,OLIVER ANDREW ETAL
WEISS,GARY & LORI	
PARDEE,JAMES A JR & BARBARA B	
FERNANDEZ,ERNESTO & GRACE	
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS
BALASKY,PETER V	PETER V BALASKY TR
LYONS,SEAN T & LORI S	
CALDERBANK,BARBARA J	ZUMBACH,MICKEY
DEFREITAS-HANSEN,VANESSA	HANSEN,ULRICH
BECKMAN,MAILIN H/E	D'ELIA,RODERICK & CINDY
BRENNER,LISA	
YALoz,MEIR &	YALoz,DOREEN
L & M PROPERTY FL LLC	
D'ELIA,RODERICK & CINDY	

BRANDOW, LOUIS B
BUZZELLA, JOHN E & CYNTHIA ANN
BELLOSO, ENRIQUE A
SHTERENVASER, JULIE
RINGGER, GEORGE & ELAINE H/E
CHARLES, NANCY E
OLLER, ROBERT S
CLEMENT, BETTY
GOLDMACHER, DEBORAH & JOEL
VIGGIANI, ANTHONY L & JOAN B
KAREN PUTTER REV TR
AHMAD, SHAHABUDEEN & DOMINIQUE
AHMAD, SHAHABUDEEN
AHMAD, SHAHABUDEEN
RANCHO HOLDINGS LLC

VIVAS, ALEJANDRA C

CHARLES, KATHLEEN LIZABETH

AHMAD, DOMINIQUE

AHMAD, SOMINIQUE

ANGUS LEO ARCHER III LAND TR
ARCHDIOCESE OF MIAMI
ALFANO, CARLOS
CITY OF COOPER CITY

GRANT TANI BARASH & ALTMAN LLC
SCHOTT MEMORIAL CTR FOR THE DEAF

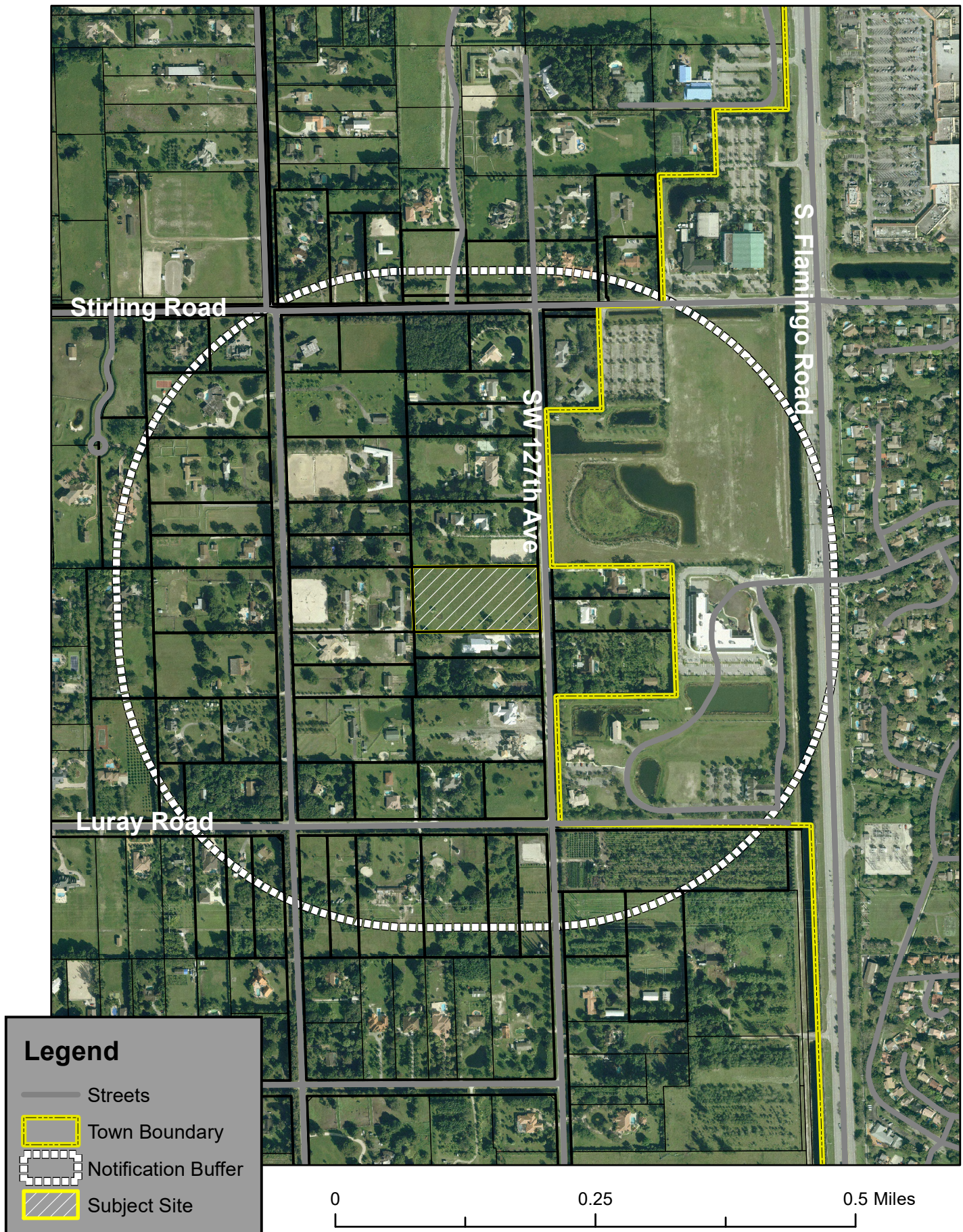
ADDRESS_LINE_1	CITY	STATE	ZIP
115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301
12401 STIRLING ROAD	COOPER CITY	FL	33330
1252 NW 141 AVE	PEMBROKE PINES	FL	33328
12601 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
12801 LURAY RD	SOUTHWEST RANCHES	FL	33330
12901 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
12951 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13020 LURAY RD	SOUTHWEST RANCHES	FL	33330
13020 LURAY RD	SOUTHWEST RANCHES	FL	33330
13100 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13100 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
13131 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330
1600 NW 115 AVE	PEMBROKE PINES	FL	33026
1700 S FLAMINGO RD	DAVIE	FL	33325
1826 SW 195 AVE	MIRAMAR	FL	33029
19950 W COUNTRY CLUB DR #904	AVENTURA	FL	33180
20040 NW 64 PL	HIALEAH	FL	33015
2300 W 84 ST #601	HIALEAH	FL	33016
2700 DAVIE RD	DAVIE	FL	33314
3000 OLYMPIC BLVD #2120	SANTA MONICA	CA	90404
333 S ANITA DR STE 400	ORANGE	CA	92868
4700 SW 186 AVE	FORT LAUDERDALE	FL	33332
4922 SW 90 AVE	COOPER CITY	FL	33328
5155 SW 192 TER	SOUTHWEST RANCHES	FL	33332
5361 NW 110 AVE	MIAMI	FL	33178
5551 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
5722 S FLAMINGO RD #313	COOPER CITY	FL	33330
5722 S FLAMINGO RD STE 293	FORT LAUDERDALE	FL	33330
5990 JAMES B PIRTLE AVE	SOUTHWEST RANCHES	FL	33330
6001 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6011 SW 127 AVE	SOUTHWEST RANCHES	FL	33330
6111 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6121 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6200 STALLION WAY	SOUTHWEST RANCHES	FL	33330
6201 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6201 SW 130 AVE	FORT LAUDERDALE	FL	33330
6220 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6221 SW 127 AVE	FORT LAUDERDALE	FL	33330
6230 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6231 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6300 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6310 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6311 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6321 OLDE MOAT WAY	DAVIE	FL	33331
6400 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330

6410 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
6411 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6450 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6451 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6509 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6511 MELALEUCA RD	SOUTHWEST RANCHES	FL	33330
6540 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6541 MELALEUCA ROAD	SOUTHWEST RANCHES	FL	33330
6601 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
6800 APPALOOSA TRL	SOUTHWEST RANCHES	FL	33330
681 NW 108 AVE	PLANTATION	FL	33324
6951 NW 109 AVE	MIAMI	FL	33178
6951 NW 109 AVE	MIAMI	FL	33178
6951 NW 109 AVE	MIAMI	FL	33178
7270 NW 12 ST #380	MIAMI	FL	33126

9100 WILSHIRE BLVD STE 1000W	BEVERLY HILLS	CA	90212
9401 BISCAYNE BLVD	MIAMI SHORES	FL	33138
9738 NW 8 TER	MIAMI	FL	33172
PO BOX 290910	COOPER CITY	FL	33329

TOWN OF SOUTHWEST RANCHES

Waiver of Plat Application || WP-14-16 || 6311 SW 127th Ave.





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

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andrew D. Berns, Town Attorney
FROM: Keith Poliakoff, Town Attorney
DATE: 10/13/2016
SUBJECT: New Testament Baptist Church Settlement Agreement

Recommendation

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Fiscal Impact/Analysis

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Reso - TA Approved	10/7/2016	Resolution
Settlement Agreement	10/7/2016	Agreement

RESOLUTION NO. 2016-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH NEW TESTAMENT BAPTIST CHURCH, INCORPORATED OF MIAMI, FLORIDA ("NTBC") RELATING TO THE PROPERTY GENERALLY LOCATED AT 13900 GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE SETTLEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, New Testament Baptist Church, Incorporated of Miami, Florida ("NTBC") is the current owner of property and improvements situate on a total of approximately 83.5 to 85.5 acres of land generally located at 13900 Griffin Road Southwest Ranches, Florida (property folio numbers of 5040 27 03 0010 & 5040 70 03 0012) (the "NTBC land"); and

WHEREAS, the NTBC land has a Community Facilities land use plan designation and it maintains a Community Facility zoning ("CF zoning"); and

WHEREAS, on or about February 28, 2013, the Town passed and adopted Ordinance No. 2013-006 (the "Ordinance"), which amended the Town's Comprehensive Plan policies pertaining to development intensities within the Community Facilities land use plan designation; and

WHEREAS, NTBC believes, notwithstanding the Town's argument to the contrary, that prior to the adoption of the Ordinance, the CF zoning would permit NTBC to build up to 931,095 square feet of buildings on the NTBC land, and that after the Ordinance NTBC would only be permitted to build approximately 317,448 sq ft; and

WHEREAS, as a result of the reduction caused by adoption of the Ordinance, NTBC filed suit against the Town in the Circuit Court of Broward County pursuant to Case No. 13-11134 CACE (09), to wit: *New Testament Baptist Church Incorporated of Miami, Florida vs. Town of Southwest Ranches* (the "Lawsuit"); and

WHEREAS, both parties desire to reach an amicable compromise and settlement of all of the disputed claims in the Lawsuit; and

WHEREAS, the parties, acting in good faith and in their own best interests, have engaged in extensive negotiations, have reconciled their differences, and have arrived at an amicable settlement of the Lawsuit; and

WHEREAS, the parties agree that the settlement of the Lawsuit without further litigation is in the public's best interest and that the entry of this Settlement Agreement

is the most appropriate means of resolving this matter; and

WHEREAS, the Town Council believes that the settlement of the Lawsuit is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves the Settlement Agreement with New Testament Baptist Church, Incorporated of Miami, Florida, as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Settlement Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make any and all changes necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2016, on a motion by _____ and seconded by _____.

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

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement"), dated this ____ day of September, 2016 is made between New Testament Baptist Church, Incorporated of Miami, Florida ("NTBC") and Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town"); also collectively referred to as (the "Parties").

General Recitals

1. NTBC is the current owner of property and improvements situate on a total of approximately 83.5 to 85.5 acres of land generally located at 13900 Griffin Road Southwest Ranches, Florida (property folio numbers of 5040 27 03 0010 & 5040 70 03 0012) (the "NTBC land"). Such total is an estimate, and is without the benefit of a survey.

2. The NTBC land has a Community Facilities land use plan designation and it maintains a Community Facility zoning ("CF zoning").

3. On or about February 28, 2013, the Town passed and adopted Ordinance No. 2013-006 (the "Ordinance"), which amended the Town's Comprehensive Plan policies pertaining to development intensities within the Community Facilities land use plan designation.

4. NTBC believes that prior to the adoption of the Ordinance, the CF zoning would potentially permit NTBC to build up to 931,095 square feet of buildings on the NTBC land, notwithstanding the Town's argument that its Comprehensive Plan, NTBC's plat note, and other Code regulations would have further limited such construction. The prior F.A.R. formula pursuant to CF zoning was as follows: Total square feet of NTBC land x .25.

5. Pursuant to the Ordinance, the F.A.R. formula was changed and reduced the building area permitted under the prior F.A.R. Pursuant to the Ordinance, the permitted square footage of buildings on the NTBC land was subsequently reduced from approximately 931,095

2

sq ft to approximately 317,448 sq ft.

6. As a result of the reduction caused by adoption of the Ordinance, NTBC filed suit against the Town in the Circuit Court of Broward County pursuant to Case No. 13-11134 CACE (09), to wit: *New Testament Baptist Church Incorporated of Miami, Florida vs. Town of Southwest Ranches* (the "Lawsuit").

7. In the Lawsuit, NTBC is seeking relief and monetary damages pursuant to the Bert J. Harris Private Property Right Protection Act (F.S. 70.001), due to the actual loss of market value to the NTBC land as a result of adoption of the Ordinance. NTBC further alleges in the Lawsuit that the reduction of potential building area constitutes an excessive loss of vested property rights. The Parties have agreed upon a resolution of the Lawsuit, as specifically contained herein, which is contingent upon the sale of a portion of the NTBC land, as specifically delineated herein.

8. On or about April 10, 2016, NTBC executed a purchase and sale agreement with EAAI Member, LLC, its successors and/or assigns, which has been assigned to SWR Acquisitions, LLC, a Delaware limited liability (the "Buyer") for the sale of the western approximately 40 acres of the NTBC land ("West 40 acres"). This Agreement is strictly contingent upon the closing of the sale of the West 40 acres from NTBC to Buyer, which shall be a condition precedent to all other terms and conditions contained within this Agreement. Following the closing of the West 40 acres, Buyer shall timely submit applications to the Town for a land use amendment, rezoning, and a replat inclusive of all documents and fees required to accompany the applications, to: (1) rezone the West 40 acres from the current CF zoning to the Town's Rural Estate (RE) zoning category; (2) change the West 40 acres future land use map ("FLUM") designation from Community Facilities to Rural Estates; and (3) create a new plat

(collectively the "Applications"). If Buyer submits the Applications within one hundred and twenty (120) days of this Agreement, the Lawsuit shall be dismissed with prejudice within five (5) days from the Town's approval of the Applications. In the event Buyer timely submits the applications in good faith, but the Town subsequently believes the application to be deficient in some ministerial manner, then the application shall still be deemed timely and the Buyer shall work diligently and in good faith to address any such deficiency in as timely manner as is reasonable under the circumstances. If any such deficiency requires additional documentation, consent and/or approval from any federal or state or county agency, then the Buyer's application shall not be deemed untimely if Buyer is diligently working to obtain such documentation, consent and/or approval from any such applicable agency. Should the Buyer fail to submit the completed Applications to the Town within one hundred and twenty (120) days of this Agreement, then a final dismissal of the Lawsuit with prejudice shall be filed without further delay, and without waiver of any of Buyer's rights pursuant to paragraph 15(a) of this Agreement. It is the Town's position that the FLUM change and the new plat will also require the approval of the Broward County Board of County Commissioners, or its designated Board. In addition, it is the Town's position that the FLUM change will also be subject to review and approval by the State's land planning agency and other reviewing agencies pursuant to FLS §163.3184(1)(c).

9. The RE zoning category allows for the construction of one (1) single family home for every one (1) net acre of property net of streets, common areas, and shared water bodies as required in the Town's Code. Based upon the believed size of the West 40 acres, and the Buyer's own conceptual site plan which has not yet been reviewed by the Town, it is NTBC's belief that the West 40 acres could be developed to include approximately twenty nine (29) or more single

family homes. The foregoing is intended solely as an estimate and is not intended to either limit or restrict the final number of homes which shall be determined by the final approved site plan, which shall be in strict accordance with the Town's Code and Comprehensive Plan. ("Buyer's intended use").

10. The current CF zoning and Community Facilities land use plan designation do not permit the Buyer's intended use on the West 40 acres.

11. In order to allow the Buyer's intended use, the CF zoning and FLUM designation for the West 40 acres must be changed by the Town to the Rural Estate (RE) residential zoning designation and the Rural Estates land use designation, which expressly permit the Buyer's intended use. Once again, it is the Town's position that such a change shall also necessitate the approval of Broward County and the review agencies specified in Section 163.3184, Florida Statutes as delineated above. However, to the extent that these approvals are not required and/or are subsequently waived by Broward County and/or the State, the Town shall not require anything in addition to the requirements of the Town's Code with respect thereto.

12. Upon closing of the sale of the West 40 acres to the Buyer, NTBC will retain ownership of the eastern approximately 45.5 acres (the "East 45.5 acres").

13. The Town finds that this Settlement Agreement is in the best interest of the health, safety, and welfare of its residents. The Town also finds that the rezoning and FLUM change of the West 40 acres meets the criteria contained within the Town's Code, is a legitimate and valid public purpose, is a valid exercise of the Town's legislative judgment, and that the rezoning and FLUM change will not cause an extraordinary burden on the Town, the West 40 acres, or the surrounding properties.

14. The parties agree that the foregoing recitals are true and correct and every

provision contained in this Agreement is a material provision without inclusion of which the Parties would not settle the Lawsuit.

Settlement

15. Terms. The Parties are desirous of an amicable resolution of the Lawsuit and hereby agree to the following terms;

a. On or before ninety (90) days from receipt of the Buyer's completed zoning, plat, and land use change application, inclusive of all documents and fees required to accompany the applications, the Town Council shall, so long as the requirements of the Town's Code and Comprehensive Plan with respect to Rural Estate (RE) zoning category and Rural Estates land use category have been met, approve a rezoning, plat, and land use change to the West 40 acres (currently CF zoning) to the Rural Estate (RE) zoning category and Rural Estates land use category, which shall permit the development of one (1) home for every one (1) net acre of property net of streets, common areas owned and maintained by a property owner's association or equivalent association, and shared water bodies as required in the Town's Code. Additionally, the Parties and the Buyer are aware that in addition to the applicable approvals from the Town, approval from Broward County as well as other private, state and/or federal agencies may be required. So long as the Buyer is in compliance with all other applicable requirements of the Town Code related the Buyer's intended use, the Town shall cooperate in a good faith, diligent, and timely manner to provide the Buyer with any and all additional documentation the Buyer may reasonably require to obtain the additional approvals from any private, state, federal and/or county agencies. In the event NTBC is desirous in the future of selling to the Buyer any additional portion of the East 45.5 acres, the Parties agree that the foregoing requirements shall apply and inure to any such additional lands which Buyer may purchase in the future from

Q

NTBC, its successors and/or assigns, so long as the land being acquired is immediately adjacent to, contiguous with the West 40 acres and is part of the East 45.5 acres. In the event of future sale of any additional land which was formerly part of the East 45.5 acres by NTBC, the maximum square feet of building set forth in subparagraph (b) below shall be reduced by 4,396 square feet for every acre, or portion thereof sold by NTBC. The future site plan for the West 40 acres, and homes, shall be designed and constructed in strict accordance with the Town's Code and Comprehensive Plan. In addition, a berm, equivalent to the berm constructed on the Archdiocese of Miami/St. Mark Church property (generally located at 5551 SW 127th Avenue, Southwest Ranches, FL 33330) (property folio #5040 35 01 0026), will need to be constructed on the East 45.5 acres, at Buyers sole cost and expense, to fully buffer the residential properties from the East 45.5 acres. Such berm shall be maintained in the future by NTBC at NTBC's expense. In the event Buyer purchases any additional portion of the East 45.5 acres, the berm shall be extended so as to fully buffer the additional portion sold. In addition, in the event NTBC adds substantial improvements to the East 45.5 acres, then a similar berm shall also be constructed on the East 45.5 acres south and east property lines, at NTBC's sole cost and expense, and it shall be maintained by NTBC. No variances, which will cause an increase in density or plot coverage, shall be considered on the West 40 acres, and no access shall be provided onto Hancock Road, unless such access is restricted for emergency purposes only and is specifically required by Broward County or any other state or federal agency. Every effort shall be made to design a site plan that will not require the use of Hancock Road for emergency access. So long as NTBC is in full compliance with all other applicable Town Code and Comprehensive Plan requirements applicable to CF zoning and Community Facilities land use on the East 45.5 acres in effect at that time, NTBC shall be permitted to build a maximum of

200,000 square feet of building on the East 45.50 acres, in strict compliance with the Town's Code and Comprehensive Plan, including but not limited to the Town's Code and Land Use Plan's limitation on use. Such maximum square footage shall be reduced by 4,396 square feet for every acre, or portion thereof, of property that is less than the 45.50 acres stated above, inclusive of any reduction resulting from survey calculations that ascertain the exact acreage. With the exception of any future sale of additional portions of the East 45.50 acres to the Buyer, the East 45.50 acres and/or any portion remaining thereafter shall be utilized by NTBC strictly for a house of worship and NTBC's directly owned and operated primary and secondary school, including the ancillary uses, as defined by the Town's Code and Comprehensive Plan, as may be amended from time to time; and

b. If Buyer submits the Applications within one hundred and twenty (120) days of this Agreement, NTBC shall file a dismissal of the Lawsuit with prejudice within five (5) days from the Town's approval of the Applications, and shall file a copy of this Settlement Agreement with the Court. Should Buyer fail to submit the completed Applications to the Town within one hundred and twenty (120) days of this Agreement, then NTBC shall file a final dismissal of the Lawsuit with prejudice without further delay, and without waiver of any of Buyer's rights pursuant to paragraph 15(a) of this Agreement, and it shall file a copy of this Settlement Agreement with the Court; and

c. In addition to the aforementioned, NTBC agrees that it shall be barred from any and all future actions, or causes of actions, relating in any way to the development or use of the East 45.50 acres. Such bar shall not be applicable if such proposed development or use is consistent with the terms of this Agreement and the Town's Code and/or Comprehensive Plan, unless as specifically stated otherwise herein. The future site plan for the East 45.50 acres, and proposed

buildings, shall be designed and constructed in strict accordance with the Town's Code and Comprehensive Plan. No variances will be permitted.

16. Payment of Attorneys' Fees. The Parties agree that each shall bear its own attorneys' fees and costs.

17. Matters Settled. This Agreement settles all of the claims and causes of action of any nature whatsoever between the Parties they had, have or will have in the future between them relating to the issues raised in the Lawsuit, including but not limited to the NTBC land, the West 40 acres, and the East 45.50 acres including the buildable square footage allowed for the East 45.50 acres and the permitted uses thereon. This Agreement contains a mutual release by the Parties NTBC, which shall become valid and binding upon closing of the land sale between NTBC and the Buyer and the full and final satisfactory performance of each Parties respective rights and obligations under this Agreement.

18. Mutual Release by Parties. The Parties hereby release, acquit, and forever discharge, jointly and severally, each other and their respective officers, employees and agents from the matters referenced in this Agreement, as well as from any and all manner of action and actions, claims, liabilities, losses, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, warranties (including express, implied, contractual and statutory), claims and demands whatsoever, in law or in equity, which either Party can, shall, or may have in the future or did have against the other whether raised or could have been raised in, and/or arising from, directly or indirectly, the Lawsuit. This release shall be full and binding upon the full and final satisfactory performance of each Parties respective rights and obligations under this Agreement.

19. Agreement to Run with the Land. All of the provisions of this Agreement shall be construed as covenants running with the land. The Parties, including any successors and assigns, shall be bound by all of the provisions of this Agreement and any amendments thereof. Upon the closing of the land sale between NTBC and the Buyer, this Agreement and any amendments thereof shall be recorded in the Public Records of Broward County, Florida, at NTBC's expense.

20. No Admission of Liability or Wrongdoing. This Agreement is a compromise and settlement of disputed claims, and does not constitute a determination of liability with respect to the allegations made in the Lawsuits. The Parties agree that this Agreement does not constitute adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of law. Nothing herein shall be interpreted or construed as any weakness of proof on the part of either Party; nor shall anything herein be interpreted or construed as an acknowledgment, admission, or evidence of liability on the part of either Party. This Agreement shall not be used as evidence of liability or fault in any other proceeding, claim, case, or lawsuit. This Agreement has been entered into for the purpose of avoiding the risks, burdens, and expense of litigation. The parties find that entry of this Agreement is in the public interest, as expediting resolution of the disputed claims avoids unnecessary legal expenses for the Parties.

21. Governing Law. This Agreement shall be enforced and construed according to the laws of the State of Florida.

22. Final Order of Dismissal with Prejudice; Binding Effect. Subject to the Parties full performance of all the terms and obligations of this Agreement, this shall constitute a final resolution of all claims which were or could have been asserted by either Party in the above-styled civil action, and shall be binding on the Parties, their employees, representatives,

successors, heirs and assigns. Subject to the Parties full performance of all the terms and obligations contained in this Agreement, this action is hereby dismissed with prejudice, with the Court only retaining jurisdiction to enforce the terms and conditions of and compliance with this Agreement.

23. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement, presented to the Court and executed by the Parties supported by appropriate authorizing approvals.

24. Entire Agreement. The Parties acknowledge that this Agreement constitutes the full agreement or understanding between the Parties. Each party acknowledges that no other party, or agent or attorney of any other party, or any person, firm, corporation or any other entity has made any promise, representation, or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement. Each party also hereby acknowledges that this Agreement was not executed in reliance on any promise, representation, or warranty not contained herein or made by any other party or its legal counsel. The execution of this Agreement is made solely upon the judgment of each party, after a full and complete review of all facts and legal advice.

25. Construction. The Parties acknowledge that this is a negotiated Agreement and that, in no event, shall any of the terms or provisions hereof, or any of the terms contained within the attachments hereto, be construed against any party on the basis that such party or counsel for such party drafted this Agreement or the attachments hereto.

26. Paragraph Headings. The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference, and the Parties recognize and agree

that these headings may not adequately or accurately describe the contents of the paragraph which they head. Such headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement or any part or portion thereof, nor

27. Third Party Beneficiary. The Parties agree that the Buyer and/or its successors and/or assigns shall be deemed as a third party beneficiary of this Agreement and shall have the right to enforce this Agreement, solely as it relates to the enforcement of the terms of Paragraph 15(a) of this Agreement for the West 40 acres and/or any additional land Buyer may purchase from NTBC, its successors and/or assigns which is immediately adjacent to, contiguous with and formerly part of the East 45.5 acres.

28. Binding Effect. This Agreement shall be binding upon each of the Parties, their heirs, legal representatives, executors, administrators, successors and assigns.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed one instrument. Facsimile signatures will have the same legal effect as original signatures and are binding on the Parties.

30. Independent Counsel. Each party acknowledges that it has engaged and consulted with legal counsel of their choosing with respect to the negotiation and execution of this Agreement and each party has executed this Agreement freely, knowingly, and voluntarily and with a complete understanding of the terms and conditions of this Agreement.

②

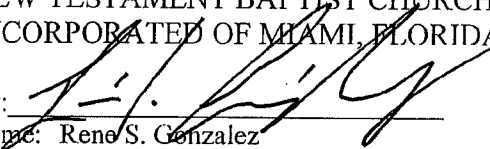
31. Severability. The Parties agree that if any provision of this Agreement or any part of any provision of this Agreement, other than provision is found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of any other provision or part of this Agreement.

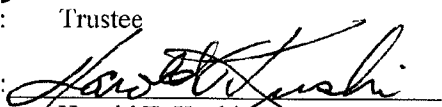
32. Jurisdiction over Disputes. The Circuit Court of Broward County shall retain jurisdiction over this Agreement. In the event of a dispute arises between the Parties as to the interpretation and/or enforcement of this Agreement, the Parties agree that in any such dispute, the prevailing party shall be entitled to recovery of its attorneys' fees and costs reasonably incurred in such proceedings.

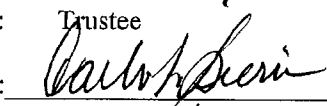
33. Recordation. This Agreement shall be recorded in the public records of Broward County Florida, and shall be specifically linked to the parcels identified herein.

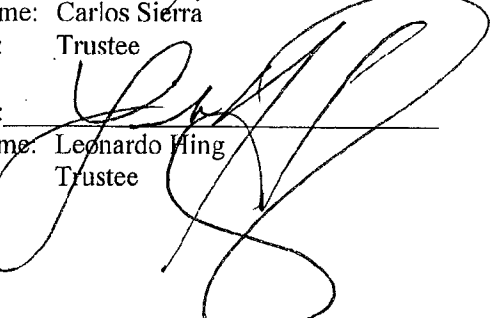
IN WITNESS WHEREOF, the Parties have personally executed this Agreement as of the date set forth below.

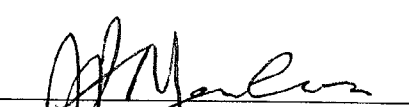
NEW TESTAMENT BAPTIST CHURCH,
INCORPORATED OF MIAMI, FLORIDA

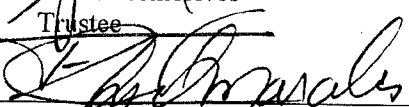
By: 
Name: Rene S. Gonzalez
As: Trustee

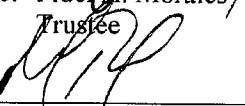
By: 
Name: Harold T. Kushi
As: Trustee

By: 
Name: Carlos Sierra
As: Trustee

By: 
Name: Leonardo Ming
As: Trustee

By: 
Name: Pierre Membrives
As: Trustee

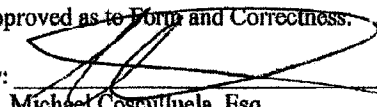
By: 
Name: Fidel A. Morales
As: Trustee

By: 
Name: Ariel Pared
As: Trustee

By: 
Name: Roger Gordon
As: Trustee

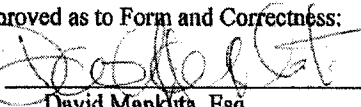
Approved as to Form and Correctness:

By:


Michael Cosculluela, Esq.
General Counsel for New Testament
Baptist Church

Approved as to Form and Correctness:

By:


David Mankuta, Esq.
Litigation Counsel for New Testament
Baptist Church

TOWN OF SOUTHWEST RANCHES

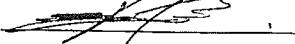
By: Jeff Nelson, Mayor

Attest: Russell Mufiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

SWR ACQUISITIONS LLC, solely as it relates to Paragraph 15(a)

By:  9-28-16
ROBERTO ALVAREZ as Manager
Print name and title above

113473762.1



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

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 10/13/2016
SUBJECT: Town Holiday Schedule - Calendar Year 2017

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town holiday schedule for calendar year 2017.

Strategic Priorities

A. Sound Governance

Background

The holidays identified in this schedule are consistent with the local and federal government schedules for calendar year 2017.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz
Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Town Holiday Schedule - TA Approved	10/7/2016	Resolution

RESOLUTION NO. 2017 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2017; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish an official 2017 holiday schedule for the Town of Southwest Ranches; and

WHEREAS, the Town's administrative offices shall be closed in observance of the holidays delineated below.

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 following official holiday schedule for the Town of Southwest Ranches for calendar year 2017.

Schedule:

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	2 nd	New Year's Day	Monday
January	16 th	Martin Luther King, Jr. Day	Monday
February	20 th	President's Day	Monday
May	29 th	Memorial Day	Monday
July	4 th	Independence Day	Tuesday
September	4 th	Labor Day	Monday
November	10 th	Veteran's Day	Friday
November	23 rd	Thanksgiving	Thursday
November	24 th	Day After Thanksgiving	Friday
December	22 nd	Christmas Eve	Friday (Close at 1 p.m.)
December	25 th	Christmas Day	Monday
December	29 th	New Year's Eve	Friday (Close at 1 p.m.)

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 _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

113570441.1



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

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 10/13/2016
SUBJECT: Town Council Meeting Schedule - Calendar Year 2017

Recommendation

Town Staff is requesting Town Council's consideration and approval of the Town Council meeting schedule for calendar year 2017.

Strategic Priorities

A. Sound Governance

Background

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

Dates have been reviewed to ensure no conflict exists with established holidays.

Fiscal Impact/Analysis

No impact.

Staff Contact:

Russell Muñiz

Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description

Council Meeting Schedule - TA Approved

Upload Date

10/7/2016

Type

Resolution

RESOLUTION NO. 2017 -

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN
COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2017;
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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 meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2017.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates, as may be necessary. In addition, additional meetings may be added without amendment to this Resolution provided that proper notice is given.

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

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

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

Ranches, Florida, this 13th day of October, 2016, on a

motion by _____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

113570417.1

Exhibit A

2017 Town Council Meeting Schedule

Regular Town Council Meetings are attempted to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month. However, September meetings reflect tentative changes needed to accommodate state law pertaining to budget adoption which may require further change.

JANUARY	26
FEBRUARY	9, 23
MARCH	9, 23
APRIL	13, 27
MAY	11, 25
JUNE	8, 22
JULY	13, 27
AUGUST	10, 24
SEPTEMBER	14, 28 (Tentative)
OCTOBER	12, 26
NOVEMBER	9
DECEMBER	14



Town of Southwest Ranches
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Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andrew D. Berns, Town Administrator
FROM: Emily McCord Aceti, Community Services Coordinator
DATE: 9/25/2016
SUBJECT: Prototype Barn Fee Schedule

Recommendation

Consideration of a motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- E. Cultivate a Vibrant Community

Background

In 2013, the Florida Legislature limited the zoning and building permit exemptions to properties with an agricultural property tax exemption. In response, the Town Council commissioned architectural plans for a Southwest Ranches prototype barn to help residents who are non-commercial farmers.

The prototype barn architectural plans can be purchased by residents and the Town will offer a reduced permit fee and streamlined permitting process. Town staff met with all three permitting departments (Zoning, Engineering and Building) and determined a reduced fee for the prototype barn. All three departments will review the prototype barn plans within three (3) business days.

Fiscal Impact/Analysis

On September 15, 2016, the Comprehensive Plan Advisory Board (CPAB) recommended the following fee schedule to the Town Council.

Description	Fee Schedule
Purchase of Prototype Barn Architectural Drawings	\$150.00
Zoning Permit	\$25.00 permit fee
Engineering Permit	\$50.00 permit fee
Building Permit	\$200.00 permit fee

Additional item for Council consideration (not approved by the CPAB):

Purchase of Prototype Barn Architectural Drawings for Non-Agricultural Barn	\$7,500 (less the initial \$150 previously paid)
---	--

Staff Contact:

Emily McCord, Community Services Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Prototype Barn Reso - TA Approved	10/7/2016	Resolution

RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A FEE SCHEDULE AND EXPEDITED PERMITTING PROCESS FOR THE SOUTHWEST RANCHES PROTOTYPE BARN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO IMPLEMENT THE FEE SCHEDULE AND EXPEDITED PERMITTING PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 18, 2016, pursuant to Purchase Order 16-0037, the Town approved an agreement with RAM Design, Inc. to provide architectural drawings to Town of Southwest Ranches ("Town") for a prototype barn; and

WHEREAS, the prototype barn architectural plans will be available to Town residents, at a substantially reduced cost, provided that the property owner agrees to record a document in the public records of Broward County, in a form and format approved by the Town Attorney, agreeing that in consideration of the reduced cost that the prototype barn shall be maintained for agricultural purposes, and that failure to do so shall require the property owner to pay the Town's actual costs for such architectural plans; and

WHEREAS, in addition to the reduced cost for the architectural plans, the Town Council has also authorized a reduced building permit fee with the goal of complete review for all Town Departments within three (3) business days; and

WHEREAS, the Town Council, in furtherance of the recommendation by the Town's Comprehensive Plan Advisory Board, approves a fee schedule in accordance with Exhibit "A", which is attached hereto and is incorporated herein by reference; and

WHEREAS, the Town Council believes that offering a prototype barn at a reduced cost is in best interest of the health, safety, and welfare of its residents and in furtherance of the Town's goal of preserving the Town's rural lifestyle.

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 fee schedule as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference. Prior

to the issuance of a permit, the property owner shall record a document in the public records of Broward County, in a form and format approved by the Town Attorney, agreeing that in consideration of the reduced costs that the prototype barn shall be maintained for agricultural purposes, and that failure to do so shall require the resident to pay the Town's actual costs for such architectural plans.

Section 3. That this Resolution shall become effective immediately upon adoption.

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

Ranches, Florida, this 13th day of October, 2016 on a motion by

_____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113570340.1

Exhibit A
Prototype Barn Fee Schedule

Description	Fee Schedule
Purchase of Prototype Barn Architectural Drawings	\$150.00
Zoning Permit	\$25.00 permit fee
Engineering Permit	\$50.00 permit fee
Building Permit	\$200.00 permit fee
Purchase of Prototype Barn Architectural Drawings for Non-Agricultural Barn	\$7,500 (less the initial \$150 previously paid)



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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Freddy Fisikelli, Council Member
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, 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
VIA: Andy Berns
FROM: Sandy Luongo, General Services Manager/Emergency Manager
DATE: 10/7/2016
SUBJECT: Pest Control

Recommendation

This Resolution have been placed on the agenda for Town Council's review and consideration for a two (2) year agreement with the option for up to three (3), one (1) year renewals, at the Towns discretion, with Tower Pest Control, Inc. to service the pest control needs for Town Hall, Fire Department, Rolling Oaks Park, Country Estates Park and Equestrian Park.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On July 15, 2016 the Town, in compliance with the town's procurement procedures, published an invitation for bid (16-008), Inc. seeking pest control services for the Towns facilities. On August 15, 2016, at an advertised public meeting, the Town reviewed two (2) proposals and ranked Tower Pest Control, Inc. as the most responsive and responsible proposer.

Fiscal Impact/Analysis

Currently the Town has pest control services with Truly Nolen for Town Hall and the Fire Department. It has been determined that the Town also requires additional services for Rolling

Oaks Park, Country Estates Park and Equestrian Park. The core services have already been adopted by Town Council in the current year budget in the non-departmental fund. The following is comparison of the monthly fees for the current vendor, Truly Nolen, and the two proposers in the current bid request.

Vendor	Town Hall and Fire Department	Town Hall, Fire Department, Rolling Oaks, Country Estates and Equestrian Parks
Truly Nolen	\$271	N/A
Hulett Environmental Services	N/A	\$270
Tower Pest Control, Inc .	N/A	\$215

Staff Contact:

Sandy Luongo, General Services Manager/Emergency Manager

ATTACHMENTS:

Description	Upload Date	Type
Pest Control Resolution - TA Approved	10/7/2016	Resolution
Pest Control Exhibit A, B & C	10/7/2016	Resolution

RESOLUTION NO. 2016 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A TWO (2) YEAR SERVICE AGREEMENT WITH TOWER PEST CONTROL, INC. TO PROVIDE PEST CONTROL SERVICES AT TOWN FACILITIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 15, 2016, the Town, in compliance with the Town's procurement procedures, published an Invitation For Bid, 16-008 seeking Pest Control Services for the Town Hall, the Town's Fire Department, the Rolling Oaks Barn, and the pavilions and restroom/storage facilities at the Equestrian and Country Estates Parks; and

WHEREAS, on August 15, 2016, at an advertised public meeting, the Town reviewed two (2) proposals and ranked Tower Pest Control, Inc. as the most responsive and responsible respondent; and

WHEREAS, the Town Council believes it is in the best interest of the Town to enter into an agreement with Tower Pest Control, Inc. as the as the Town's preferred pest control service provider for a two (2) year term which may be renewed for up to three (3), one (1) year renewal options at the sole discretion of the Town.

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

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

Section 2: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Tower Pest Control, Inc. in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this ____ day of _____, 2016, on a motion by

_____ and seconded by _____.

Nelson _____
McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

113569968.1



EXHIBIT "A"
AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
Tower Pest Control Inc.
FOR

TOWN OF SOUTHWEST RANCHES PEST CONTROL SERVICES

IFB No. 16-008

**AGREEMENT FOR
TOWN OF SOUTHWEST RANCHES PEST CONTROL SERVICES**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Tower Pest Control Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to Town of Southwest Ranches Pest Control Services (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 16-008 on July 15, 2016 (“IFB”); and

WHEREAS, two (2) Bids were received by the Town on August 15, 2016; and

WHEREAS, the Town has adopted Resolution No. 2016- ____ at a public meeting of the Town Council approving the recommended award and has selected Tower Pest Control, Inc. for award of the Project.

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 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is Exhibit “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below).

Section 2: Term of this Agreement

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Town of Southwest Ranches Pest Control Services.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 A two (2) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Bid

advertisement, incorporated herein by reference, the IFB, and the Town's Procurement Code.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed a monthly fee of \$215.00 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract 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 or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by 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 prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this 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. 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

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Town of Southwest Ranches Pest Control Services
IFB No. 16-008

- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an **additional named insured**:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) 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 coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate 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 cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: 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 with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence 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 (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury

coverage shall include coverage that has the employee and contractual exclusions removed.
The ISO form of the policy must be acceptable to the Town.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:

Andy Berns, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO**

THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.

- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees to 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 Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to

indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and 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 Florida Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep

all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL:

RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **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 for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be

automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Agreement Sum under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement. **Section 27: Days**

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

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect or be deemed severed from the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a

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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. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree to conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

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

If to Contractor:

Tower Pest Control
7760 W 20 Ave #14
Hialeah, FL 33016

Section 33: 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 expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. 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 of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 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.

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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 _____ 2016.

WITNESSES:

CONTRACTOR: Tower Pest Control, Inc.

By: _____
_____, _____ (title)
____ day of _____ 2016

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
____ day of _____ 2016

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2016

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

**Exhibit “B”
LOCATIONS
AND
PROPOSED PEST CONTROL SCHEDULE**

Locations:

Site	Size	Service Needed
Town Hall - 13400 Griffin Road	10,500 sq ft.	Indoor; outdoor perimeter, outdoor rodent control
Fire Dept. - 17220 Griffin Road	2 trailers – 82’ x 12’ & 28’ x 60’	Indoor; outdoor perimeter, outdoor rodent control
Rolling Oaks Barn - 17630 SW 56 Street	INTERIOR: 4,205 sq. ft. Community Room: 28’ x 82’ East Room 15’ x 56’ Women’s Restroom: 16’ x 15’ Men’s Restroom: 14’ x 15’ Janitorial Closet: 12’ x 15’ EXTERIOR (UNDER ROOF): 3,558 sq. ft. (Porch and breezeway) EXTERIOR PERIMETER: 396 linear feet 140’ x 58’	Indoor; outdoor perimeter, outdoor rodent control
Country Estates Restrooms & Janitorial Closet - 18900 Griffin Road	INTERIOR: 131.25 sq. ft. Women’s Restroom: 6.5’ x 7.5’ Men’s Restroom: 4.5’ x 7.5’ Janitorial Closet: 6.5’ x 7.5’ EXTERIOR PERIMETER: 71.6 linear feet 20’ 8” x 15’	Indoor; outdoor perimeter

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Equestrian Park Restrooms & Janitorial Closet - 5840 SW 148 th Ave	INTERIOR: 430 sq. ft. Women's Restroom: 10' x 12.5' Men's Restroom: 10' x 12.5' Janitorial Closet: 9' x 14' Electrical Closet: 9' x 6' EXTERIOR PERIMETER: 93 linear feet 22.5' x 24'	Indoor; outdoor perimeter
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Service Times shall be monthly as stated below:

- Town Hall 9:00 am – 4:00 pm
- Fire Dept. - 9:00 pm – 4:00 am
- Rolling Oaks Barn, Country Estates and Equestrian Park- 9:00 am – 4:00 pm weekdays
- **After regular monthly pest control services, the Vendor shall be available to attend to any Town of Southwest Ranches pest control needs. This service shall be included in the Vendor's monthly fee.**

Supplies and Equipment

- All supplies will be provided by the vendor
- Vendor will provide all necessary pest control equipment

Monthly

- All indoor, outdoor perimeter pest control spray of all areas indicated in location matrix
- Outdoor rodent control

EXHIBIT "C"
EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

State of _____)
County of _____) ss:

_____ being first duly sworn deposes and says that:

- (1) Contractor acknowledges that all employees that will be on the Town of Southwest Ranches premises have been bonded for theft and property damage.
- (2) Contractor acknowledges that all employees that will be on the Town of Southwest Ranches premises will pass a semi-annual criminal background check and will pass a semi-annual drug test.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____,

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

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(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)