



Southwest Ranches Town Council

REGULAR MEETING

Agenda of February 9, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay <u>Vice Mayor</u> Steve Breitreuz	<u>Town Council</u> Freddy Fisikelli Gary Jablonski Denise Schroeder	<u>Town Administrator</u> Andrew D. Berns <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MMC
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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. 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.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 1st Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITION OF TERMS" TO DEFINE NEWLY REGULATED TERMS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-050 "USES PERMITTED" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 50 ENTITLED, "COMMERCIAL DISTRICTS," SECTION 050-040, "PERMITTED USES" AND SECTION 050-080, "LIMITATIONS OF USES" TO PROHIBIT CANNABIS-RELATED USES, PROHIBIT OR RESTRICT CERTAIN ADDITIONAL USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 55**

ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT", SECTION 55-040, "PERMITTED AND PROHIBITED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 60, ENTITLED, "CF, COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 65 ENTITLED, "RECREATION AND OPEN SPACE DISTRICT," SECTION 065-030, "PERMITTED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2017-2021 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COST SHARING PROJECT FUND AGREEMENT WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) FOR UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) OR 50% OF THE ELIGIBLE STORMWATER EXPENDITURES FOR THE PROJECT, WHICHEVER IS LESS, TO COMPLETE THE DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-18-17 TO SUBDIVIDE APPROXIMATELY 4.47 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.3 and 2.2 ACRES FOR THE PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SW 142ND AVENUE (HANCOCK ROAD) APPROXIMATELY 300 FEET SOUTH OF SUNSET LANE, AND DESCRIBED AS THE SOUTH HALF OF THE NORTH HALF OF TRACTS 23 AND 24, LESS THE EAST 70 FEET OF TRACT 24 FOR ROAD RIGHT-OF-WAY, ACCORDING TO THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; 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.

12. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH

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

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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 2/9/2017
SUBJECT: Ordinance Amending the ULDC

Recommendation

Approval

Strategic Priorities

A. Sound Governance

Background

The proposed Ordinance prohibits growing, processing, distribution and other activities associated with cannabis businesses (note that state law preempts municipalities from prohibiting or regulating any of the five state-designated “dispensing organizations,” that will be exclusively authorized to cultivate, process and dispense cannabis for medical use). The Ordinance also:

- Limits business hours of amusement centers.
- Prohibits adult entertainment establishments, bars, lounges, taverns, pubs, billiard halls, dance clubs, nightclubs, and smoke shops or lounges in the commercial zoning districts.
- Corrects outdated internal section references.
- Clarifies that a commercial school includes studios for art, music, dance, martial arts, and similar uses.
- Changes the nomenclature for showing that a land use is prohibited. Currently in many of the zoning districts, if a use does have a “P”, “C” or “A” stating that it is

permitted (“P”), conditionally permitted (“C”), or an accessory use only (“A”) within a zoning district (i.e. the column is left blank), then the use is prohibited. The proposed Ordinance replaces the blank space with a “NP.”

Fiscal Impact/Analysis

Not Applicable

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Amend ULDC - TA Approved	2/2/2017	Ordinance

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITION OF TERMS" TO DEFINE NEWLY REGULATED TERMS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-050 "USES PERMITTED" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 50 ENTITLED, "COMMERCIAL DISTRICTS," SECTION 050-040, "PERMITTED USES" AND SECTION 050-080, "LIMITATIONS OF USES" TO PROHIBIT CANNABIS-RELATED USES, PROHIBIT OR RESTRICT CERTAIN ADDITIONAL USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 55 ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT", SECTION 55-040, "PERMITTED AND PROHIBITED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 60, ENTITLED, "CF, COMMUNITY FACILITY DISTRICT," SECTION 060-030, "PERMITTED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; AMENDING ARTICLE 65 ENTITLED, "RECREATION AND OPEN SPACE DISTRICT," SECTION 065-030, "PERMITTED USES" TO PROHIBIT CANNABIS-RELATED USES AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town," "Town Council") wishes to amend the lists of permitted, conditional and prohibited uses set forth in the ULDC; and

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New text is underlined and deleted text is ~~stricken~~

1 **WHEREAS**, the Town Council, sitting as the Local Planning Agency, has
2 reviewed the contents of this Ordinance at a duly noticed public hearing on January 26,
3 2017, and has issued its recommendation to the Town Council, finding that the
4 Ordinance is consistent with the adopted comprehensive plan;

5 **WHEREAS**, the Town Council finds that the enactment of this Ordinance is in
6 the best interest of the health, safety, and welfare of its residents.

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

9 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed
10 as being true and correct, and are hereby incorporated herein and made a part hereof.

11 **Section 2.** Section 010-030 "Terms defined" is hereby amended to add
12 the following definitions:

13 *Cannabis.* The term, "cannabis" shall have the meaning given in Section
14 893.02(3), Florida Statutes (2013), as may be amended from time to time.

15 *Cannabis-related use.* The term, "cannabis-related use" means
16 any activity that involves growing, cultivating, processing (including
17 development of related products such as food, tinctures, aerosols, oils or
18 ointments), selling, dispensing, processing orders for, or administering
19 cannabis, products containing cannabis, or related supplies, except that
20 this term shall not apply to cultivating and processing facilities approved
21 by the State of Florida for which local governments are preempted from
22 regulating pursuant to s. 381.986, F.S., as may be amended from time to
23 time.

24 *Smoke shop or lounge.* (i) The term, "smoke shop or lounge" means an
25 establishment whereupon tobacco, tobacco products or paraphernalia is sold,
26 distributed, displayed, presented, exchanged, serviced, stored, modified, or used.
27 (ii) For the purpose of this definition, the term, "paraphernalia" means
28 equipment, apparatus or items that are intended for, customarily used for, or
29 adapted for, the smoking or inhaling of tobacco, tobacco products, vaporized
30 nicotine, marijuana, or other substance that is intended or known to be smoked

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or inhaled. (iii) Convenience stores, grocery stores and similar establishments that display such items for retail sale only are not a smoke shop or lounge provided that the display and inventory of such items comprises less than one percent (1%) of the total number of products on display and in stock, and further provided that the establishment does not otherwise comport with this definition.

Section 3. Section 045-050 "Uses permitted" is hereby amended to read as follows:

Sec. 045-050. ~~Uses~~ Permitted and prohibited uses.

Plots in rural and agricultural districts may be used for one (1) or more of the ~~following uses that are~~ specified below as being permitted or conditionally permitted uses:

Key to abbreviations:

P = Permitted use

NP = Not Permitted

C = Conditional use

Permitted Principal Uses	A-1	A-2	RE	RR
One single-family detached dwelling on a lot of record	P	P	P	P
Nonprofit neighborhood social and recreational facilities	P	P	P	P
Cemetery (subject to section 045-030(U))	P	NP	NP	NP
Community residential facilities	P	P	P	P
Crop raising and plant nurseries (commercial and	P	P	P	P
Essential services (subject to section 045-030(K))	P	P	P	P
Fish breeding (commercial and noncommercial)	P	P	P	P
Keeping, breeding of animals (subject to section 045-030(F))	P	P	P	P
Commercial equestrian operations	P	P	P	P
Veterinary clinics (no overnight stay or animal runs)	P	P	NP	NP
Veterinary hospitals	NP	P	NP	NP
Kennels, commercial boarding and breeding	NP	P	NP	NP
<u>Cannabis-related uses</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>

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Wireless communication facilities (subject to article 40, "Telecommunication Towers and Antennas.")	P	P	P	P
<i>Permitted accessory uses to a single-family dwelling</i>				
Detached guesthouse (subject to section 045-030(G))	P	P	P	P
Exhibition of Class I and Class II wildlife (subject to section 035-070 pertaining to conditional uses)	C	C	NP	C
Keeping, breeding of animals (subject to section 045-030(F))	P	P	P	P
Yard sales (subject to section 035-060 pertaining to conditional uses)	C	C	C	C
Home offices (subject to section 035-030 pertaining to conditional uses)	C	C	C	C
Family day care homes	P	P	P	P
Cannabis-related uses	NP	NP	NP	NP
Accessory structures and uses, other	P	P	P	P

Section 4. Section 050-040 "Permitted uses" is hereby amended to read as follows:

Sec. 050-040. Permitted [and prohibited](#) uses.

Permitted principal uses in all commercial districts shall be limited to those uses specified in the master business list [as being permitted or conditionally permitted uses](#), and uses determined by the town administrator to be similar to a permitted use in terms of use type, intensity and compatibility with adjacent uses, provided that the use is not first permitted in a more intense zoning district. All other uses shall be prohibited. Permitted uses shall be subject to [the applicable provisions of section](#) ~~050-080~~, "Limitations of uses." Specific subsection references are included in the following master business list:

Master Business List

P=Permitted Use	C=Conditional Use	A=Accessory use only	NP=Not Permitted
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Conditional use regulations are found in article 35, "Conditional uses."

Use	CB	MUS
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Accessory dwelling (subject to see section 050-080(A))	A	A
Adult entertainment establishment, adult video store (see chapter 20, article XVI, and ULDC article 25, "Alcoholic Beverages and Adult Entertainment")	NP	NP
Amusement center (video arcade, games) (see subject to section 050-080(BS))	P	NP
Animal grooming parlor	NP	P
Appliance store	P	NP
Auditorium, amphitheatre	NP	P
Automobile repair garage (mechanical) (subject to see section 050-080(C))	P	NP
Bank or financial institution	P	P
Bar, lounge, tavern or pub	NP	NP
Barbershop, beauty salon, nail salon	P	NP
Bakery, retail (in MUS, subject to see section 050-080(E))	P	P
Billiard center or pool hall	NP	NP
Blood bank	P	NP
Bookstore, newsstand	P	P
Cannabis-related use	NP	NP
Carwash, self-service or automated	P	NP
Catering or food delivery service	P	NP
Child care center, preschool or adult day care (subject to see section 050-080(D))	P	A
Clothing store	P	NP
Club, private fraternal or lodge	P	NP
Community centers, meeting facilities	NP	P
Convenience store	P	NP
Courier service	P	NP
Dance club	NP	NP
Delicatessen (in MUS, subject to section 050-080(E))	P	P
Department store	P	NP
Dinner theater	P	NP
Dry cleaning or laundry drop-off and pick-up	P	NP
Electronics sales or repair	P	NP
Employment agency, business and professional, excluding day labor agencies	P	NP
Essential services and utilities	P	P

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Feed and tack store	P	P
Flooring store (carpet, tile, etc.)	P	NP
Florist (in MUS, subject to see section 050-080(E))	P	P
Funeral home, mortuary	P	NP
Furniture store	P	NP
Gasoline station (subject to see section 050-080(F))	P	NP
General store, rural (see subject to section 050-080(E), (G))	P	P
Glass and mirror shop	P	NP
Golf course	NP	NP
Golf driving range	NP	NP
Golf, miniature	NP	NP
Governmental offices and support facilities, including public safety and rescue facilities	P	P
Gym or fitness center	P	A
Hardware store	P	NP
Hobby or craft store	P	NP
Holiday wayside stand (see subject to section 035-050, "Holiday wayside stands")	C	C
Home improvement center	P	NP
Hotel	P	NP
Kennel, animal boarding or breeding (see subject to section 050-080(E), (H))	P	P
Laboratory (medical, dental, research and development)	P	NP
Lawn and garden shop	A	NP
Library, museum, art gallery and other such exhibitions	P	P
Mobile collection center (see subject to section 050-080(I))	P	NP
Mobile food unit (see subject to section 050-080(J))	C	NP
Nightclub	NP	NP
Offices, (business and professional) (in MUS, see section 050-080(E))	P	P
Offices (medical, dental, psychiatric or chiropractic)	P	NP
Outdoor event (see subject to section 035-040, "Outdoor events.")	C	C
Outdoor recreation club	NP	NP
Package delivery service (in MUS, see subject to section 050-080(E))	P	P
Package liquor, beer or wine	P	NP

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Parts store, vehicles (see subject to section 050-080(B), (K))	P	NP
Personal service shops (other than those specified herein)	P	NP
Pest control service	P	NP
Pharmacy	P	NP
Plant or produce sales, farmers market	P	P
Post office or private mail facility: (local branch office only, no regional sorting or distribution) (in MUS, see subject to section 050-080(E))	P	P
Photocopy or small job printing shop	P	NP
Recording or broadcasting studio (music, radio, television, film)	P	NP
Recreation and open space, public	P	P
Repair shop, household and personal items	P	NP
Restaurant, fast food (see subject to section 050-080(L))	P	NP
Restaurant, full service (in MUS, see subject to section 050-080(E))	P	P
Restaurant, take-out	P	NP
Retail store (other than those specified herein)	P	NP
Rodeo arena	NP	P
School <u>or studio</u> , commercial (art, music, dance , theatrical, business, martial arts, gymnastics , technical)	p	NP
School, public or private, preschool, elementary and secondary	P	NP
School, trade or vocational (see subject to section 050-080(O))	P	NP
Shopping center	P	NP
Skateboard facility (see subject to section 050-080(M))	NP	NP
Skating rink (see subject to section 050-080(M))	P	NP
Smoke shop or lounge	NP	NP
Sports courts (tennis, batting cages, etc.)	NP	NP
Supermarket	P	NP
Swimming pool supplies (see section 050-080(N))	P	NP
Theater, movie	P	NP
Theater, performing arts	P	P
Tool rental (small tools and equipment)	P	NP
Upholstery shop	P	NP
Union hall	P	NP
Valet parking (subject to section 050-080(P))	AP	AP
Veterinary clinic (in MUS, see section 050-080(E))	P	P

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Veterinary hospital (see-subject to section 050-080(E), (Q P))	P	P
Video store	P	NP
Warehouse, self-storage (see-subject to section 050-080(R Q))	P	NP
Water parks, commercial (water slides, pools, etc.)	NP	NP
Wholesale stores	P	NP
Wireless communication facilities (see-subject to article 40, "Telecommunication Towers and Antennas")	P	P

SECTION 5. Section 050-080 "Limitations of Use" is hereby amended to add subsection (S) as follows:

* * * * *

(S) *Hours of use.* Any business or use that is subject to this Subsection (S) as stipulated within the Master Business List shall not operate after 10:00 p.m.

SECTION 6. Section 055-040. Permitted and prohibited uses, is hereby amended to read as follows:

Permitted principal uses shall be limited to those uses specified [as permitted or conditionally permitted uses](#) in the master business list, and uses determined by the town administrator to be similar to a permitted use in terms of use type, intensity and compatibility with adjacent uses. All other uses shall be prohibited. All permitted uses shall be subject to [applicable provisions of](#) section 055-080, "Limitations of uses." Specific subsection references for section 055-080 are included in the master business list.

Master Business List

P=Permitted use	C=Conditional use	A=Accessory use only	NP=Not permitted
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Conditional use regulations are found in article 35, "Conditional Uses."

Use	
Cannabis-related use	NP

Section 7. Section 060-030. Permitted uses, is hereby amended to read as follows:

Sec. 060-030. - Permitted [and prohibited](#) uses.

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New text is underlined and deleted text is ~~stricken~~

Permitted uses in the community facilities district shall be limited to those uses specified [as permitted or conditionally permitted uses](#) in the master use list. All permitted uses shall be governmentally owned (public) or operated, or not-for-profit, unless otherwise specified. Uses are subject to [applicable provisions of](#) section 060-090, "Limitations of uses." Specific subsection references are included in the following master use list:

Master Use List

P=Permitted use	C=Conditional use	A=Accessory use only	NP=Not permitted
Use			
Cannabis-related uses			NP

Section 8. Section 065-030. Permitted uses, is hereby amended to read as follows:

Sec. 065-030. - Permitted [and prohibited](#) uses.

Permitted uses in the OSR district shall be limited to those uses specified [as permitted or conditionally permitted uses](#) in the master use list, and similar recreation uses thereto, as determined by the town council. All uses shall be subject to [applicable provisions of](#) section 065-080, "Limitations of uses." Specific subsection references are included in the following master use list:

P = Permitted [use](#)
C = Conditional ~~Use~~-[use](#)
[NP = Not permitted](#)

Conditional uses are subject to the provisions of Article 35, "Conditional Uses."

Use	OSR
Cannabis-related use	NP

Section 5: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

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

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

Section 8: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

[Signatures on Following Page]

PASSED ON FIRST READING this ____ day of _____, 2017 on a motion made by _____ and seconded by _____.

Ordinance No. 2017-

New text is underlined and deleted text is ~~stricken~~.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____,
2017, on a motion made by _____ and seconded by
_____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____		
Jabolonski	_____	Absent	_____
Schroeder	_____	Abstaining	_____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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13400 Griffin Road
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Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily McCord, community Services Coordinator
DATE: 2/9/2017
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

Strategic Priorities

A. Sound Governance

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule Of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule

reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, Assistant Town Planner

Emily McCord Aceti, Community Services Coordinator

Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
CIE Ordinance - TA Approved	2/2/2017	Ordinance
Capital Improvement Element	1/20/2017	Exhibit
Capital Improvement Element Data	1/20/2017	Exhibit

ORDINANCE NO. 2017-

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2017-2021 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on February 9, 2017 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule to Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and is incorporated herein by reference.

SECTION 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5: Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this ____ day of ____, 2017 on a motion made by ____ and seconded by ____.

PASSED ON SECOND READING this ____ day of ____, 2017 on a motion made by ____ and seconded by ____.

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

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113836904.1

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m

- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7)}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2)}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7)}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current Sunrise 10-Year Water Supply Facilities Work Plan, and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
6. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Department Name	Project Name	Funding Source	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Public Safety	Fire Wells Replacement and Installation	FA	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
	Emergency Operations Center	NF					\$5,400,000	\$5,400,000
	Volunteer Fire Pumper Vehicle	GF-FB, VFF-FB, FA	\$25,500	\$29,486	\$29,486	\$29,486	\$29,486	\$143,444
	Fire Rescue Modular Facilities	GF-FB, CIP-FB	\$174,530					\$174,530
Parks, Recreation & Open Space Capital Projects Fund	Calusa Corners Park	G, NF	\$100,000	\$346,000	\$503,225	\$195,500	\$211,000	\$1,355,725
	Rolling Oaks Passive Park and Barn	NF	\$10,250	\$22,700	\$38,650	\$12,275	\$12,125	\$96,000
	Frontier Trails Conservation Area	NF	\$390,930	\$390,930	\$390,930	\$390,930	\$390,930	\$1,954,650
	Southwest Meadows Sanctuary Park	NF	\$211,095	\$518,406	\$518,406	\$518,406	\$518,406	\$2,284,719
	Country Estates Park	NF	\$41,150	\$28,353	\$25,553	\$10,178	\$29,378	\$134,612
	Covered Dock on C-11 Canal	NF	\$100,000					\$100,000
Town-wide Capital Projects Fund	Town Hall Roof Replacement	GF-FB, CIP-FB	\$150,000					\$150,000
	Town Hall Drainage and Safety Improvements	CIP-FB	\$36,775					\$36,775
Transportation Fund – Engineering								
	Guardrails Installation Project	GF-IFr, NF	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
	Drainage Improvement Projects	GF-IFr	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
	Transportation Surface Drainage Ongoing Rehab (TSDOR)	GF-IFR (mill=-.3950 for FY 2016)	\$466,700	\$593,300	\$538,000	\$645,600	\$686,200	\$2,929,800
	SW 190 th Avenue Extension	G, TFB	\$219,310					\$219,310
	Pavement Striping and Markers	TFB, GF-IFr	\$130,000	\$50,000	\$50,000	\$50,000	\$50,000	\$330,000
	Street Lighting	GF-IFr, NF	\$25,000	\$201,000	\$196,000			—\$422,000
	Town-wide Entranceway Signage	GF-IFr	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
	SW 210 Terrace Roadway Improvement	NF	\$150,000	\$95,000	\$704,500	\$704,500		\$1,654,000

Source:	-	SW 60 Street Widening Project	NF	<u>\$15,000</u>	<u>\$40,000</u>				<u>\$55,000</u>
	-	PROJECT TOTALS	-	<u>\$2,473,240</u>	<u>\$2,545,175</u>	<u>\$3,224,750</u>	<u>\$2,786,875</u>	<u>\$7,557,525</u>	<u>\$18,587,565</u>
	-								

Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program
Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
TFB	Transportation Fund Fund Balance
G	Grant Funding
GAS	Local Option Gas Taxes
GF-T#	General Fund Transfer from Operating Revenues
GF-FB	General Fund Fund Balance
VFF-FB	Volunteer Fire Fund Fund Balance
DEBT	DEBT General Obligation or otherwise
FA	Fire Special Assessment
SA	Special Assessment
NF	Not Funded

Five Year Capital Improvement Plan **All Funds Project Expenditure Summary FY 2017 - FY 2021**

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>
<u>Public Safety</u>	<u>Fire Wells Replacement and Installation</u>	15,000	FA	15,000	FA	15,000	FA
	<u>Emergency Operations Center</u>	-	-	-	-	5,400,000	NE
	<u>Fire Rescue Modular Facilities</u>	171,530	CIP-FB	-	-	-	171,530
		-	-	-	-	-	-
<u>Parks, Recreation & Open Space/Capital Projects Fund</u>	<u>Country Estates Park</u>	150,000	G, CIP-FB, GF Tfr	25,553	NE	10,178	NE
	<u>Calusa Corners Park</u>	100,000	G	503,225	NE	195,500	NE
	<u>Trailside - "Founder's" Park</u>	75,000	G, GF Tfr	-	-	-	-
	<u>Sunshine Ranches Equestrian Park Irrigation System Overhaul</u>	34,350	GF-FB, CIP-FB	-	-	-	-
	<u>Rolling Oaks Passive Open Space and Barn</u>	10,250	CIP-FB	22,700	NE	12,275	NE
	<u>Frontier Trails Conservation Area</u>	390,930	NE	390,930	NE	390,930	NE
	<u>Southwest Meadows Sanctuary Park</u>	211,095	NE	518,406	NE	518,406	NE
	<u>Covered Dock on C-11 Canal</u>	100,000	NE	-	-	-	-
		-	-	-	-	-	-
		-	-	-	-	-	-

<u>Transportation Fund/Engineering</u>	<u>Transportation Surface Drainage & Ongoing Rehab (TSDOR)</u>	<u>495,000</u>	<u>GF Tfr (mill= 4050)</u>	<u>627,680</u>	<u>GF Tfr (mill=TBD)</u>	<u>736,510</u>	<u>GF Tfr (mill=TBD)</u>	<u>745,500</u>	<u>GF Tfr (mill=TBD)</u>	<u>766,090</u>	<u>GF Tfr (mill=TBD)</u>	<u>3,370,780</u>
	<u>Stirling Road Guardrails Installation Project</u>	<u>350,000</u>	<u>G, TFB</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>750,000</u>
	<u>Drainage Improvement Projects</u>	<u>109,200</u>	<u>GF Tfr, TFB</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>509,200</u>
	<u>Pavement Striping and Markers</u>	<u>50,000</u>	<u>GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>250,000</u>
	<u>Townwide Entranceway Signage</u>	<u>30,000</u>	<u>GF Tfr</u>	<u>-</u>	<u>-</u>	<u>20,000</u>	<u>GF Tfr</u>	<u>20,000</u>	<u>GF Tfr</u>	<u>20,000</u>	<u>GF Tfr</u>	<u>90,000</u>
	<u>SW 210 Terrace Roadway Improvement</u>	<u>150,000</u>	<u>NF</u>	<u>95,000</u>	<u>NF</u>	<u>704,500</u>	<u>NF</u>	<u>704,500</u>	<u>NF</u>	<u>-</u>	<u>-</u>	<u>1,654,000</u>
	<u>Street Lighting</u>	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>TFB</u>	<u>201,000</u>	<u>NF</u>	<u>196,000</u>	<u>NF</u>	<u>-</u>	<u>-</u>	<u>422,000</u>
	<u>PROJECT TOTALS</u>		<u>\$2,442,355</u>	<u>\$2,319,069</u>		<u>\$3,403,774</u>		<u>\$3,058,289</u>		<u>\$7,612,929</u>		<u>\$18,836,416</u>

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>

<u>GF-FB</u>	<u>General Fund Fund Balance</u>
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>
<u>VFF-FB</u>	<u>Volunteer Fire Fund Fund Balance</u>

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CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2016-2021): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY [2016/17](#) – [2020/21](#)
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- *FDOT Adopted Work Program FY [2016/17](#) – [2020/21](#)

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The August 27, 2008 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY [2016/17 – 2020/21](#) is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS is 100 percent of gross capacity (with relocatable classrooms) for each public elementary, middle, and high school within Broward County. The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY [2016/17 – 2020/21](#) is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All of the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

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Department Name	Project Name	Funding Source	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
Public Safety	Fire Wells Replacement and Installation	FA	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
	Emergency Operations Center	NF					\$5,400,000	\$5,400,000
	Volunteer Fire Pumper Vehicle	GF-FB, VFF-FB, FA	\$25,500	\$29,486	\$29,486	\$29,486		\$143,444
	Fire Rescue Modular Facilities	GF-FB, CIP-FB	\$174,530					\$174,530
Parks, Recreation & Open Space Capital Projects-Fund	Calusa Corners Park	G, NF	\$100,000	\$346,000	\$503,225	\$195,500	\$211,000	\$1,355,725
	Rolling Oaks Passive Park and Barn	NF	\$10,250	\$22,700	\$38,650	\$12,275	\$12,125	\$96,000
	Frontier Trails Conservation Area	NF	\$390,930	\$390,930	\$390,930	\$390,930	\$390,930	\$1,954,650
	Southwest Meadows Sanctuary Park	NF	\$211,095	\$518,406	\$518,406	\$518,406	\$518,406	\$2,284,719
	Country Estates Park	NF	\$41,150	\$28,353	\$25,553	\$10,178	\$29,378	\$134,612
	Covered Dock on C-11 Canal	NF	\$100,000					\$100,000
Town-wide Capital Projects Fund	Town Hall Roof Replacement	GF-FB, CIP-FB	\$150,000					\$150,000
	Town Hall Drainage and Safety Improvements	CIP-FB	\$36,775					\$36,775
Transportation Fund - Engineering								
	Guardrails Installation Project	GF-IF, NF	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
	Drainage Improvement Projects	GF-IF	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
	Transportation Surface Drainage Ongoing Rehab (TSDOR)	GF-TFR (mill=-.3950 for FY 2016)	\$466,700	\$593,300	\$538,000	\$645,600	\$686,200	\$2,929,800
	SW 190 th Avenue Extension	G, TFB	\$219,310					\$219,310
	Pavement Striping and Markers	TFB, GF-IF	\$130,000	\$50,000	\$50,000	\$50,000	\$50,000	\$330,000
	Street Lighting	GF-IF, NF	\$25,000	\$204,000	\$196,000			\$422,000
	Town-wide Entranceway Signage	GF-IF	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
	SW 210 Terrace Roadway Improvement	NF	\$150,000	\$95,000	\$704,500	\$704,500		\$1,654,000

[illegible]

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2017 - FY 2021

[illegible]

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
TFB	Transportation Fund Fund Balance
G	Grant Funding
GAS	Local Option Gas Taxes
GF Tfr	General Fund Transfer from Operating Revenues
GF-FB	General Fund Fund Balance
VFF-FB	Volunteer Fire Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Special Assessment
SA	Special Assessment
NF	Not Funded

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues

<u>NF</u>	<u>Not Funded</u>
<u>IFB</u>	<u>Transportation Fund Fund Balance</u>
<u>VFF-FB</u>	<u>Volunteer Fire Fund Fund Balance</u>

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service.
All projects are subject to available funding.

Appendix B: Funding Sources

-	Source Name	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
CIP-FB	Capital Projects Fund Fund Balance	208,305	-	-	-	-	208,305
TFB	Transportation Fund Fund Balance	404,604					404,604
G	Grant Funding	200,809					200,809
GAS	Local Option Gas Taxes		25,000	25,000	25,000	25,000	400,000
GF-ITr	General Fund Transfer from Operating Revenues	751,700	733,300	678,000	785,600	826,200	3,774,800
GF-FB	General Fund Fund Balance (Reserves)	156,500	29,486	20,000			205,986
VFF-FB	Volunteer Fire Fund Fund Balance	19,000		-			19,000
DEBT	DEBT-General Obligation or otherwise	-	-	-			0
FA	Fire Assessment	15,000	15,000	24,486	44,486	44,486	143,458
SA	Special Assessment	-	-	-	-	-	0
NF	Not Funded	918,425	1,742,389	2,477,264	1,931,789	6,661,839	13,731,706
Totals		2,473,240	2,545,175	3,224,750	2,786,875	7,557,525	18,587,565

Five Year Capital Improvement Plan - All Funds Funding Source Summary

FY 2017 - FY 2021

	Source Name	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
<u>CIP-FB</u>	Capital Projects Fund Fund Balance	215,780	-	-	-	-	215,780
<u>DEBT</u>	DEBT-General Obligation or otherwise	-	-	-	-	-	-
<u>FA</u>	Fire Assessment	15,000	15,000	15,000	15,000	15,000	75,000
<u>G</u>	Grant Funding	487,500	-	-	-	-	487,500
<u>GAS</u>	Local Option Gas Taxes	-	25,000	25,000	25,000	25,000	100,000
<u>GF-FB</u>	General Fund Fund Balance	20,350	-	-	-	-	20,350
<u>GF Tfr</u>	General Fund Transfer from Operating Revenues	742,500	752,680	881,510	890,500	911,090	4,178,280
<u>NF</u>	Not Funded	852,025	1,501,389	2,482,264	2,127,789	6,661,839	13,625,306
<u>TFB</u>	Transportation Fund Fund Balance	109,200	25,000	-	-	-	134,200
<u>VFF-FB</u>	Volunteer Fire Fund Fund Balance	-	-	-	-	-	-
<u>Totals</u>		<u>2,442,355</u>	<u>2,319,069</u>	<u>3,403,774</u>	<u>3,058,289</u>	<u>7,612,929</u>	<u>18,836,416</u>



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily McCord Aceti, Community Services Coordinator
DATE: 2/9/2017
SUBJECT: Dykes Road Drainage and Water Quality Project Grant Agreement

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with South Florida Water Management District for the Dykes Road Drainage and Water Quality Project.

Strategic Priorities

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

Background

The Town was awarded an up to \$100,000 grant from the South Florida Water Management District for the Dykes Road Drainage and Water Quality Project. The total SFWMD contribution for all work completed shall not exceed the amount of \$100,000 or 50% of eligible stormwater expenditures for the project as noted in Exhibit B of the Agreement, whichever is less. The entire project is estimated to cost \$405,510 as shown in the estimated cost table. At this time, the Town must enter into an agreement with South Florida Water Management District to commence the improvements. Terms dictate that all construction must be

completed by October 31, 2018 (FY 2019).

Additionally, this transportation fund project has increased in priority by the Drainage Improvement Advisory Board (DIAB) on November 2, 2016.

Specifically, this project includes the installation of catch basins along Dykes Road (SW 160th Avenue) to mitigate flooding and convey stormwater away from the respective roadway. Water will be directed east into the 11.78 acre Calusa Corners Park, through a pipe and into a swale. The water will be treated by an overland grassed swale and an improved two (2) acre wetland area before discharging into the adjacent Ivanhoe Canal. The Ivanhoe Canal flows to the south, continues a mile west to the SW 172nd Avenue canal, and then two (2) miles north to a pump station at the C-11 Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

This grant also assists in meeting grant commitments required by the Florida Communities Trust and Broward County as outlined in the Calusa Corners Park Management Plan, which was adopted by the Town Council via Resolution 2005-075.

Fiscal Impact/Analysis

The estimated project costs are below:

Description	Estimated Costs
Engineering	\$26,543
Construction	\$344,425
Contingency (10% of Const.)	\$34,442
Total	\$405,510

Additionally, the South Broward Drainage District (SBDD) has pledged funding and in-kind services to this project.

A breakdown of the estimated cost share is below:

Participants	Estimated Amounts
SFWMD	\$100,000
SBDD	\$ 76,543 (\$50,000 cash plus engineering costs \$26,543)
Town	\$228,867
TOTAL	\$405,510

No budget amendment is requested for FY 2017 as the design, permitting, and bidding costs that occur during this Fiscal Year pertain to in-kind grant costs funded by SBDD or will be absorbed by the existing Transportation Fund Professional Services budget account. However, construction is planned to commence, as well as be completed, during FY 2018.

Accordingly, Town Council is advised if this agreement is approved that it will also be committed to budgeting to complete this drainage/CIP project within the Transportation Fund during the Fiscal Year 2017/2018 budget cycle.

Staff Contact:

Rod Ley, P.E., Town Engineer

Emily McCord Aceti, Community Services Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Dykes Road Drainage Project - TA Approved	2/2/2017	Resolution
Agreement	1/24/2017	Agreement

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RESOLUTION NO. 2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COST SHARING PROJECT FUND AGREEMENT WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) FOR UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) OR 50% OF THE ELIGIBLE STORMWATER EXPENDITURES FOR THE PROJECT, WHICHEVER IS LESS, TO COMPLETE THE DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to improve the drainage along Dykes Road (SW 160th Avenue); and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and has prioritized this project for FY's 2017, 2018, and 2019, if necessary; and

WHEREAS, the Town was awarded a grant from South Florida Water Management District for the Dykes Road Drainage and Water Quality Project; and

WHEREAS, the total SFWMD contribution for all work completed shall not exceed the amount of \$100,000 or 50% of the eligible stormwater expenditures for the project as noted in Exhibit "B" within the Agreement, whichever is less; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of \$405,510 with an estimated apportioned Town cost share of \$228,867; and

WHEREAS, the South Broward Drainage District has verbally pledged a \$50,000 cash contribution as well as in-kind engineering services for this project; and

WHEREAS, these improvements must be completed by October 31, 2018 (FY 2019); and

WHEREAS, the Town will assume the future maintenance and other attendant costs occurring after completion of the project; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement with SFWMD as attached hereto as "Exhibit A" under the terms and conditions set forth therein.

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

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

Section 2. The Town Council hereby approves the agreement between the Town of Southwest Ranches and SFWMD providing funding for the Dykes Road Drainage and Water Quality Project, as specifically delineated in the agreement attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and / or deletions that they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of _____, 2017 on a motion by

_____ and seconded by _____

.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

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ORIGINAL

PO NO. 950000_____



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. 4600003534

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

TOWN OF SOUTHWEST RANCHES

THIS AGREEMENT is entered into as of _____ by and between the South Florida Water Management District (**DISTRICT**) and Town of Southwest Ranches (**RECIPIENT**).

WHEREAS, the **DISTRICT** is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **RECIPIENT** for the Dykes Road Drainage and Water Quality Project; and

WHEREAS, the **RECIPIENT** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its September 8, 2016 meeting, approved entering into this **AGREEMENT** with the **RECIPIENT**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **RECIPIENT** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the Dykes Road Drainage and Water Quality Project.
2. The period of performance of this **AGREEMENT** shall commence on October 1, 2016 and shall terminate on October 31, 2018.

3. The total **DISTRICT** contribution for all work completed herein shall not exceed the amount of \$100,000 or 50% of eligible stormwater expenditures for the project as noted in Exhibit B, whichever is less.
4. The **RECIPIENT** shall submit Reimbursement Request Packages as described in the Payment and Deliverables Schedule set forth in Exhibit "B" attached hereto and made a part hereof. Payments by the **DISTRICT** shall be made following receipt and acceptance of the Reimbursement Request Packages by the **DISTRICT's** Project Manager. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" and shall include, but not be limited to, a copy of the **RECIPIENT's** invoice and other documentation supporting payment.
5. The **DISTRICT's** payment is a reimbursement of actual eligible expenditures and is therefore contingent on adequate documentation to support actual eligible expenditures within the not-to-exceed **AGREEMENT** funding limitation. The **RECIPIENT** should provide prior written notice to the **DISTRICT's** Project Manager of its decision to apply the unexpended balance toward a subsequent Task. Actual eligible expenditures less than the estimated project cost will result in a reduced final payment per the **AGREEMENT** funding limitation. The **RECIPIENT** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
6. The **RECIPIENT** shall provide evidence that its minimum cost-share of 50% has been met for each submitted invoice. Absence of proper supporting documentation may result in non-payment or audit and return of prior payments. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of \$100,000.
7. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **RECIPIENT** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.
8. The **RECIPIENT** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **RECIPIENT** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
9. The **RECIPIENT's** contribution shall be at least 50% of the total amount of the project in conformity with the laws and regulations governing the **RECIPIENT**.
10. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **RECIPIENT** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **RECIPIENT** but shall be open to periodic review and inspection by either party. No work

set forth in Exhibit "A" shall be performed beyond September 28, 2018 unless authorized through execution of an amendment to this **AGREEMENT** to cover succeeding periods.

11. The **RECIPIENT** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **RECIPIENT** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **RECIPIENT** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
12. Both the **DISTRICT** and the **RECIPIENT** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.
13. The **RECIPIENT**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **RECIPIENT** and the officers, employees, servants and agents thereof. The **RECIPIENT** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **RECIPIENT**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **RECIPIENT** subcontracts any part or all of the work hereunder to any third party, the **RECIPIENT** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **RECIPIENT**. Any contract awarded by the **RECIPIENT** shall include a provision whereby the **RECIPIENT's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **RECIPIENT's** subcontract.
14. The **RECIPIENT** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
15. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **RECIPIENT**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

16. The parties to this **AGREEMENT** will not discriminate against any person on legally protected bases in any activity under this **AGREEMENT**.
17. The **RECIPIENT**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws, regulations and requirements relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **RECIPIENT**, upon request, as to any such laws of which it has present knowledge.
18. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **RECIPIENT** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
19. The **RECIPIENT** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **RECIPIENT** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **RECIPIENT**.
20. The **RECIPIENT** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **RECIPIENT** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **RECIPIENT** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
 - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **RECIPIENT** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
21. If the **DISTRICT's** contribution includes state or federal appropriated funds, the **RECIPIENT** shall, in addition to the obligations set forth in paragraph 20 above, require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act.
22. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District	Town of Southwest Ranches
Attn: Nestor Garrido, Project Manager Attn: Sharman Rose, Contract Specialist 3301 Gun Club Road West Palm Beach, FL 33406 Telephone No: (561) 682-2167 Email: shrose@sfwmd.gov	Attn: Rod Ley, Project Manager 13400 Griffin Road Southwest Ranches, FL 33330 Telephone No: (954) 343-7444 Email: RLey@southwestranches.org

23. **RECIPIENT** shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to the **DISTRICT** Project Manager. All invoices must reference the **RECIPIENT's** legal name as authorized to do business with the State of Florida; **DISTRICT'S AGREEMENT** Number and Purchase Order (PO) Number as specified on the cover/signature page of the **AGREEMENT**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **RECIPIENT** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **RECIPIENT's** name and the PO number; 3) provide all required attachments with the invoice file (refer to Attachment 1 to Exhibit C), and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **RECIPIENT** must provide the above to the following address:

***South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682***

RECIPIENT must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **AGREEMENT** in order to receive prompt payment by the **DISTRICT** as described in Section 218.70, F.S. **RECIPIENT's** failure to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**.

24. **RECIPIENT** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
25. This **AGREEMENT** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this **AGREEMENT** and any signatory hereon shall be considered for all purposes as original.
26. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
27. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform

beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.

28. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
29. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
30. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
31. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
32. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 31
 - (b) Exhibit “A” Statement of Work
 - (c) Exhibit “B” Payment and Deliverable Schedule
 - (d) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____
Lennart J. Lindahl, P.E.
Assistant Executive Director

By: _____
Dorothy A. Bradshaw, Director
Administrative Services Division

SFWMD OFFICE OF COUNSEL APPROVED

By: _____
Print Name: Frank Mender
Date: 12/15/16

SFWMD PROCUREMENT APPROVED

By: SE Rose
Date: 12/13/16

88

TOWN OF SOUTHWEST RANCHES

By: _____
Name of Authorized Individual

Title: _____

EXHIBIT “A”
STATEMENT OF WORK
Dykes Road Drainage and Water Quality Project
Town of Southwest Ranches

1.0 INTRODUCTION AND BACKGROUND

The South Florida Water Management District (**DISTRICT**) has allocated funding in Fiscal Year 2017 to local governments and other entities for construction and implementation of stormwater management, alternative water supply, and water conservation projects through the Cooperative Funding Program.

The goal is to improve the water quality of urban runoff through the implementation of Best Management Practices (BMP's) prior to being discharged into the C-11 Canal, which directly discharges into Everglades Water Conservation Area 3A.

The project was intentionally designed to include two (2) acres of created wetlands along the park waterway to improve water quality from the surrounding stormwater run-off. All drainage components will be constructed in compliance with National Pollutant Discharge Elimination System (NPDES) criteria including required BMP's.

This project includes the installation of catch basins along Dykes Road (SW 160th Avenue) to mitigate flooding and convey stormwater away from the respective roadway. Water will be directed east into the Calusa Corners Park, through a pipe and into a swale. The water will be treated by an overland grassed swale and an improved wetland area before discharging into the adjacent Ivanhoe Canal. The Ivanhoe Canal flows to the south and then a mile west to the SW 172nd Avenue canal and then two (2) miles north to its pump station at the C-11 Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

2.0 OBJECTIVE

General project objectives, which align with the mission of the **DISTRICT**, include managing and protecting water resources of the region by balancing and improving flood control, water quality, and natural systems. The project specific objectives are to reduce flood staging within Dykes Road during heavy rainfall events and to improve water quality from the stormwater runoff. Currently, the roadway is prone to extensive and prolonged flooding within the project limits described above due to the lack of positive drainage connections. Drainage for the roadway is provided primarily through a series of roadside swales/ditches with inadequate connections to South Broward Drainage District (SBDD) facilities. The inter-connect culvert under Dykes Road will allow for the future extension of the drainage system to the west and improved drainage for the residential properties west of Dykes Road.

3.0 SCOPE OF WORK

The Town of Southwest Ranches (**RECIPIENT**) shall install six (6) drainage structures with associated piping, swales, erosion control, and necessary restoration along Dykes Road (SW 160th Avenue) to convey stormwater through a 48” culvert that ties into stormwater amenities and an improved wetland area within the Calusa Corners Park before discharging into the adjacent

Ivanhoe Canal. The project shall be constructed in accordance with design plans, project specifications, and applicable permits.

The **RECIPIENT** will be responsible for satisfactory completion of the scope of work and may retain consultants, contractors, and/or vendors to provide the professional and construction services required. The **RECIPIENT** will also be responsible for project management, budget management, quality control, and public outreach.

4.0 WORK BREAKDOWN STRUCTURE

The work breakdown structure is presented below:

Task 1

Submit design plans, project specifications, bid amount documentation, and Notice to Proceed (NTP) to the **DISTRICT** Project Manager via email.

Initiate construction activities per design plans, project specifications, and applicable permits.

Tasks 2 through 7

Continue construction activities per design plans, project specifications, and applicable permits.

Submit a quarterly status report (Exhibit "C") to the **DISTRICT** Project Manager via email which provides a narrative of construction activities completed since the NTP was issued; a discussion of project status; an explanation of conflicts or issues, if any, which may affect construction progress or project performance; and a description of other pertinent information attached to the quarterly status report such as project oversight/management documentation, results from applicable inspections or field tests, addendums or revisions to design plans or project specifications, and relevant project correspondence.

Task 8

Complete construction activities (100%) per design plans, project specifications, and applicable permits.

Submit a Reimbursement Request Package to the **DISTRICT** Project Manager which includes Certificate of Completion, a **RECIPIENT** invoice and supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

EXHIBIT "B"

STATEMENT OF WORK

Dykes Road Drainage and Water Quality Project

Town of Southwest Ranches

The schedule set forth below is October 1, 2016 to September 28, 2018.

All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.

Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment on or before September 28, 2018 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit A the Statement of Work (SOW).

Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit A the SOW.

The **District** shall only be obligated to pay for documented actual construction costs within the not-to-exceed amounts specified below. In no event shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Total payment by the **District** for all work completed herein shall not exceed the amount of \$100,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task	Deliverable(s)	Due Date	RECIPIENT Share	DISTRICT Not-To-Exceed Amount	Estimated Project Cost
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	July 24, 2017	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	March 31, 2017	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 30, 2017	N/A	N/A	N/A
4	Exhibit "C" - Quarterly Status Report	September 29, 2017	N/A	N/A	N/A
5	Exhibit "C" - Quarterly Status Report	December 29, 2017	N/A	N/A	N/A
6	Exhibit "C" - Quarterly Status Report	March 30, 2018	N/A	N/A	N/A
7	Exhibit "C" - Quarterly Status Report	June 29, 2018	N/A	N/A	N/A
8	Exhibit "C" - Quarterly Status Report	September 28, 2018	\$305,410	\$100,000	\$405,410
	Complete 100% of construction activities per design plans, project specifications, and applicable permits.				
	Reimbursement Request Package (including Certificate of Completion, Invoice(s), Proof of Payment)				
Total			\$305,410	\$100,000	\$405,410

If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before September 28, 2018 for reimbursement.

Exhibit C Quarterly Status Reports are due within ten (10) days of the due date.

Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

EXHIBIT “C”
QUARTERLY STATUS REPORT
DYKES ROAD DRAINAGE AND WATER QUALITY PROJECT

1.0 DATE OF REPORT

Click here to enter a date.

2.0 NAME AND TITLE OF PERSON COMPLETING REPORT

Click here to enter text.

3.0 NARRATIVE OF CONSTRUCTION ACTIVITIES COMPLETED TO DATE OR SINCE LAST REPORT

Click here to enter text.

4.0 DISCUSSION OF OVERALL PROJECT STATUS

Click here to enter text.

5.0 EXPLANATION OF CONFLICTS, IF ANY, WHICH MAY AFFECT CONSTRUCTION PROGRESS OR PROJECT PERFORMANCE

Click here to enter text.

6.0 DESCRIPTION OF OTHER PERTINENT INFORMATION ATTACHED THIS REPORT FOR FURTHER CLARIFICATION OF DETAILS CONTAINED IN CONSTRUCTION ACTIVITIES NARRATIVE, OVERALL PROJECT STATUS DISCUSSION, AND/OR CONFLICTS EXPLANATION

Click here to enter text.



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE:
SUBJECT: WP-18-17 (Napoli)

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 those identified in the staff report.

Strategic Priorities

A. Sound Governance

Background

The application would divide 4.47 net acres into two lots of 2.303 and 2.167 net acres. The parcel is located on the west side of Hancock Road 300 feet south of Sunset Lane. Each lot would exceed the minimum 2.0 net acre lot area requirement and 125-foot lot width requirement. A residence with tennis court and pool occupies the proposed north lot and the proposed south lot is vacant. The subdivision would not create or exacerbate any nonconformities. Both lots would have access from Hancock Road.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description

Resolution - TA Approved

Staff Report

Upload Date

2/2/2017

1/17/2017

Type

Resolution

Backup Material

RESOLUTION NO. 2017-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-18-17 TO SUBDIVIDE APPROXIMATELY 4.47 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.3 and 2.2 ACRES FOR THE PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SW 142ND AVENUE (HANCOCK ROAD) APPROXIMATELY 300 FEET SOUTH OF SUNSET LANE, AND DESCRIBED AS THE SOUTH HALF OF THE NORTH HALF OF TRACTS 23 AND 24, LESS THE EAST 70 FEET OF TRACT 24 FOR ROAD RIGHT-OF-WAY, ACCORDING TO THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; 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.

WHEAREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires the Town Council's approval for a Plat or a Waiver of Plat application prior to the subdivision of a parcel of land into two (2) lots; and

WHEREAS, at a duly noticed public hearing held on February 9, 2017, the Town Council reviewed Waiver of Plat Application No. WP-18-17 by Carol B. Napoli ("Petitioner") to subdivide 4.47 net acres located at 6401 SW 142nd Avenue (Hancock Road), Southwest Ranches ("Property") into 2.303 net acres and 170.19 feet in width (Lot 1), and 2.167 acres in area and 160.19 feet in width (Lot 2) without platting; and

WHEREAS, the Property has a Rural Ranch land use plan designation and Rural Ranches zoning, 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, access to the lots will be provided from SW 142nd Avenue; and

WHEREAS, the subdivision complies with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

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

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

Section 2. Approval. That, at a duly noticed public hearing held on February 9, 2017, 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-18-18, for the subdivision of the Property, as described and depicted in Exhibit "A" attached hereto and made a part hereof.

Section 3. Cost Recovery. 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, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 4. Effectuation. 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 5. Recordation. This Resolution shall be recorded in the Public Records of Broward County, Florida.

Section 6. Effective Date. This Resolution shall become effective upon Petitioners' satisfaction of the terms contained in Section 6 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 9th day of February, 2017 on a motion by _____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

113836923.1

Resolution No. 2017-

Exhibit "A"

Legal Descriptions and Survey

Parent Tract

THE SOUTH ½ OF THE NORTH ½ OF TRACTS 23 AND 24, LESS THE EAST 70 FEET OF TRACT 24 FOR ROAD RIGHT-OF-WAY, ACCORDING TO THE EVERGLADES SUGAR & LAND CO. SUBDIVISION PLAT OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

New Lot "1"

THE NORTH 170.19 FEET OF THE SOUTH ½ OF THE NORTH ½ OF TRACT 23, AND THE NORTH 170.19 FEET OF THE SOUTH ½ OF THE NORTH ½ OF TRACT 24, LESS THE EAST 70 FEET FOR ROAD RIGHT-OF-WAY, ACCORDING TO THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS, SAID LANDS NOW SITUATED, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 100,311 SQUARE FEET (2.303 ACRES), MORE OR LESS.

New Lot "2"

THE SOUTH 160.19 OF THE SOUTH ½ OF THE NORTH ½ OF TRACT 23, AND THE SOUTH 160.19 FEET OF THE SOUTH ½ OF THE NORTH ½ OF TRACT 24, LESS THE EAST 70 FEET FOR ROAD RIGHT-OF-WAY, ACCORDING TO THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE MIAMI-DADE COUNTY, FLORIDA PUBLIC RECORDS, SAID LANDS NOW SITUATED, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 94,412 SQUARE FEET (2.167 ACRES), MORE OR LESS.

COUSINS SURVEYORS & ASSOCIATES, INC.



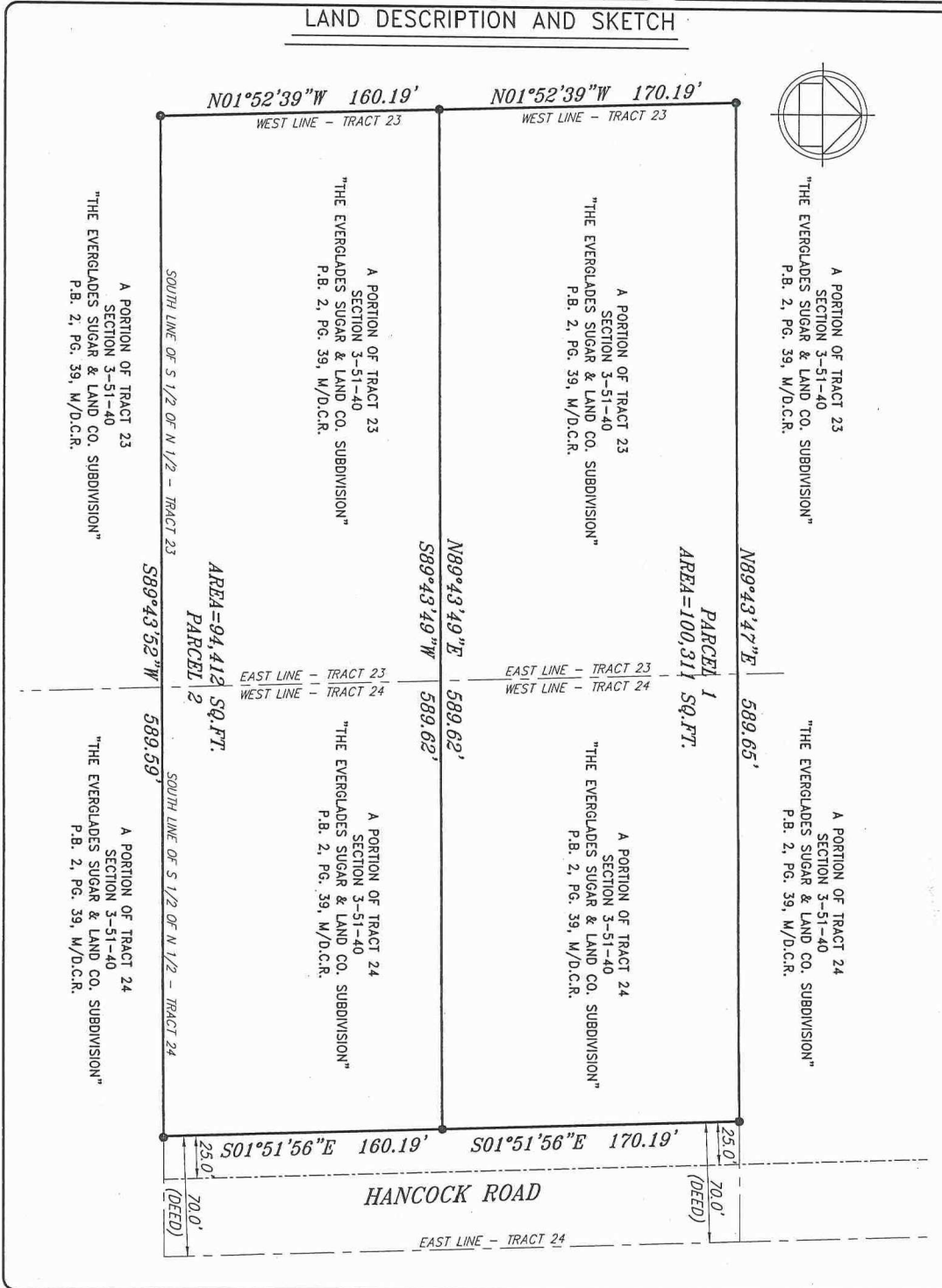
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8015-16

CLIENT :

JILL NAPOLI

LAND DESCRIPTION AND SKETCH



REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION AND SKETCH	11/04/16	----	AM	REC
REVISED PROPERTY LINE PER ARCHITECT'S COMMENT	01/17/17	----	JD	REC

LAND DESCRIPTION
AND SKETCH
PARCEL 1
AND PARCEL 2

PROPERTY ADDRESS :

6401 HANCOCK ROAD

SCALE: 1" = 70'

SHEET 2 OF 2

Resolutio

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

February 9, 2017

SUBJECT: Waiver of Plat application WP-18-17

LOCATION: 6401 Hancock Road, approximately 300 feet south of Sunset Lane

OWNER/PETITIONER: Carol B. Napoli/Carol B. Napoli Revocable Trust

**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 4.47 net acres at 6401 Hancock Road ("Property") into two lots of 2.303 net acres and 170 feet in width (Lot 1), and 2.167 net acres and 160 feet in width (Lot 2). Each lot would exceed the minimum 2.0 net acre lot area requirement and 125-foot lot width requirement. A residence with tennis court and pool occupies the proposed north lot and the proposed south lot is vacant. The existing improvements within the proposed on the north lot (Lot 1) will continue to comply with setback, lot coverage and pervious area requirements once subdivided. The subdivision would not create or exacerbate any nonconformities. Both lots would have access from Hancock Road.

Letters of no objection have been received from Central Broward Water Control District, TECO Gas, AT&T, and FPL. 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, and any related expenses that the Town has or will incur as a direct cost of this application.

Location Map

WP-18-17

