



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of September 13, 2017

Southwest Ranches Council Chambers  
7:30 PM Wednesday

13400 Griffin Road  
Southwest Ranches, FL 33330

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

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

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. 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 - 2nd Reading**

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITIONS, FUTURE LAND USE ELEMENT AND TRANSPORTATION ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading June 22, 2017}**
- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE DEFINITIONS OF THE TOWN OF SOUTHWEST**

**RANCHES COMPREHENSIVE PLAN BY REVISING THE DEFINITIONS AND PLAN IMPLEMENTATION PROVISIONS RELATING TO COMMUNITY FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading June 22, 2017}**

**Ordinance - 1st Reading**

- 10. 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 THE TERM "COMPOSTING OR MULCHING OPERATION;" AMENDING ARTICLE 55, ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT" TO REVISE THE LIST OF PERMITTED, CONDITIONAL AND PROHIBITED USES, AND THE LIMITATIONS OF USES PERTAINING TO COMPOSTING, MULCHING, RECYCLING AND OTHER WASTE PROCESSING; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on September 28, 2017}**
- 11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," ARTICLE 50, ENTITLED, "COMMERCIAL DISTRICTS," ARTICLE 55 ENTITLED, "M, MANUFACTURING AND INDUSTRIAL DISTRICT," ARTICLE 60 ENTITLED, "CF, COMMUNITY FACILITY DISTRICT," AND ARTICLE 65 ENTITLED, "RECREATION AND OPEN SPACE DISTRICT" TO REQUIRE THAT THE FINISHED SIDE OF FENCES FACE OUTWARD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on September 28, 2017}**
- 12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, SECTION 10-23, "DEFINITIONS" UNDER ARTICLE II, "TREE PRESERVATION" IN CHAPTER 10, "ENVIRONMENT," TO CHANGE THE DEFINITION OF "NUISANCE TREE"; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), SECTION 075-060, "PLANT MATERIAL" IN ARTICLE 75, "LANDSCAPING REQUIREMENTS," TO CHANGE THE LIST OF PROHIBITED PLANTS, AND TO REQUIRE REMOVAL OF SUCH PLANTS FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT; AMENDING SECTION 075-110, "SINGLE-FAMILY REQUIREMENTS" TO REQUIRE REMOVAL OF PROHIBITED PLANT SPECIES FROM CONSTRUCTION SITES PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR A PRINCIPAL STRUCTURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR**

**SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.  
{Second Reading to be held on September 28, 2017}**

**Resolutions**

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF NINETY THOUSAND NINE HUNDRED AND FIVE DOLLARS AND TWENTY CENTS (\$90,905.20) WITH WILLIAMS PAVING INC. TO COMPLETE THE SW 54TH PLACE AND SW 195TH TERRACE DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016/2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- 16. Approval of Minutes**
  - a. August 10, 2017 Regular Meeting**
- 17. 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.



**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:** Jeff Katims  
**DATE:** 9/13/2017  
**SUBJECT:** Streets and Access Comp Plan Amend Ord

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### **Recommendation**

Approve on second reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The proposed Ordinance amends the comprehensive plan to discourage the creation of through-streets. The agency review period concluded on August 3rd with the Town having received no comments from any of the reviewing agencies. The Ordinance can now be adopted on second reading.

### **Fiscal Impact/Analysis**

None

### **Staff Contact:**

Jeff Katims, AICP

### **ATTACHMENTS:**

Description	Upload Date	Type
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**ORDINANCE NO. 2017 -**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITIONS, FUTURE LAND USE ELEMENT AND TRANSPORTATION ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** a primary directive of the Town's adopted Comprehensive Plan ("Plan") is to protect the Town's rural character; and

**WHEREAS,** the Town continues to update and adapt the objectives and policies of the Plan to protect and enhance the Town’s rural character; and

**WHEREAS,** the Town Council, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on June 22, 2017 and has issued its recommendation to the Town Council, finding that the Ordinance is internally consistent with the Plan;

**WHEREAS,** the Town Council finds that the enactment of this Ordinance will further protect and enhance the Town's rural character.

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

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

1       **Section 2.** Part II, Administration, is hereby amended to add the following  
2 definition:

3               **Through-Street** – A street or combination of connecting streets that  
4 connects any two arterial roads, collector roads, or arterial and collector roads.

5               **Through-Traffic** – Vehicular travel between different, nonadjacent areas  
6 of the Town, or between areas outside of the Town via streets within the Town.

7       **Section 3:** Future Land Use Policy 1.2-c is hereby amended as follows:

8 FLUE POLICY 1.2-c: The Town's Land Development Regulations shall provide for:

- 9               1. BMP standards for regulating storm water.
- 10              2. Adequate open space.
- 11              3. Safe and convenient on-site traffic flow, considering needed parking  
12 spaces.
- 13              4. Protecting, whenever possible, all existing and planned rural residential  
14 areas from disruptive land uses.
- 15              5. Preventing, whenever possible, new through-streets within the Town  
16 other than SW 184<sup>th</sup> Avenue as a two-lane roadway.

17       **Section 4.** Transportation Element Objective 1.5 is hereby amended to create  
18 additional policies, as follows:

19       **TE OBJECTIVE 1.5: FOSTER A ROADWAY SYSTEM THAT IS CONSISTENT**  
20 **WITH AND COMPLEMENTS THE TOWN'S SEMI-RURAL CHARACTER.**

21       TE POLICY 1.5-a: Adopt road construction and design standards in keeping with  
22 accepted engineering practice of street design consistent with ~~our~~ the Town's  
23 semi-rural character.

24       TE POLICY 1.5-b: Direct-through traffic to perimeter arterial roadways and north-  
25 south trafficways.

26       TE POLICY 1.5-c: Adopt land development regulations that avoid the creation of  
27 through streets that create opportunities for through traffic flow.

Ordinance No. 2017-\_\_

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**Section 5: Transmittal to State Land Planning Agency.** That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

**Section 6: Recertification.** The Town Council hereby requests recertification of the Future Land Use Element, and hereby directs the Town Planner to apply to the Broward County Planning Council for such recertification upon completion of the Chapter 163 amendment process.

**Section 7: 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 8: 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 9: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this 22nd day of June, 2017 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2017, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

[Signatures on Following Page]

1	McKay	_____	Ayes	_____
2	Breitkreuz	_____	Nays	_____
3	Fisikelli	_____		
4	Jablonski	_____	Absent	_____
5	Schroeder	_____	Abstaining	_____
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\_\_\_\_\_  
Doug McKay, Mayor

10 ATTEST:

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13 \_\_\_\_\_  
Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

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16 Approved as to Form and Correctness:

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20 \_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

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Ordinance No. 2017-\_\_

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## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 8/3/2017  
**SUBJECT:** 6 Bed Comp Plan Amendment

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### **Recommendation**

Approve on second reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The proposed Ordinance reduces the number of permitted beds in Special Residential Facilities and makes revisions of a housekeeping nature. The agency review period concluded on August 3rd with no substantive comments having been received from any of the state review agencies. The Ordinance can now be adopted on second reading.

In between first and second reading, staff made revisions throughout the document designed to strengthen and clarify the Ordinance, but not to change its effect. The most significant revisions are amendments to the "Special Residential Facilities" subsection that were not included in the original Ordinance. All revisions made after first reading have been highlighted in yellow.

**Fiscal Impact/Analysis**

None

**Staff Contact:**

Jeff Katims, AICP

**ATTACHMENTS:**

Description	Upload Date	Type
6-bed Special Residential Facility Ordinance - TA Approved	9/6/2017	Ordinance

**ORDINANCE NO. 2017 -**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE DEFINITIONS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY REVISING THE DEFINITIONS AND PLAN IMPLEMENTATION PROVISIONS RELATING TO COMMUNITY FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes, Chapter 419 defines "community residential home" as a dwelling unit licensed to serve residents who are clients of specified state agencies which provide a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family; and

**WHEREAS**, pursuant to Chapter 419, F.S, homes of six or fewer residents which otherwise meet the definition of community residential home, shall be deemed a single-family unit and a non-commercial, residential use for the purpose of local laws and ordinances, and shall be allowed in single-family or multi-family zoning without approval by the local government, provided that such homes are not located within a radius of 1,000 feet of another community residential home; and

**WHEREAS**, the Town of Southwest Ranches desires to define categories of Special Residential Facilities in accordance with Florida Statutes, Chapter 419 and Broward County Ordinance 85-92, for the purpose of determining permitted locations and density standards; and

**WHEREAS**, on June 22, 2017 the Local Planning Agency recommended the Town Council approve and adopt the proposed amendment at the conclusion of a duly noticed public hearing.

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

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

**Section 2:** That the definitions in the Administration provisions of the adopted Town of Southwest Ranches Comprehensive Plan ("Comprehensive Plan") is hereby amended as follows:

**Special residential facilities** - Means a residential facility licensed by the State of Florida providing treatment, care, rehabilitation, or education. There are three categories of special residential facilities. These three categories are more specifically defined as follows:

Category 1 - means a housing facility which is licensed by the State of Florida for no more than ~~eight (8)~~ six (6) individuals who require treatment, care, rehabilitation or education. The facility is usually referred to as a group home. This includes individuals who are elderly, dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training for its residents only. There may be more than one kitchen within the housing facility. For density purposes a Category 1 facility is equivalent to one dwelling unit.

Category 2 - means a housing facility which is licensed by the State of Florida for ~~nine (9)~~ seven (7) to sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the individuals. It may or may not provide education or training. There may be more than one kitchen within the housing facility. There may be more than one Special Residential Facility Category (2) development on a parcel.  
(BCPC Prov. Cert. #11)

Category 3 – means:

- (a) Any housing facility licensed by the State of Florida for more than sixteen (16) non-elderly individuals who require treatment, care, rehabilitation or education. This includes individuals who are dependent children, physically disabled, developmentally disabled or individuals not overtly of harm to themselves or others; or
- (b) Any housing facility licensed by the State of Florida for more than ~~eight (8)~~ six (6) unrelated elderly individuals; or
- (c) Governmentally subsidized housing facilities entirely devoted to care of the elderly, dependent children, the physically handicapped, developmentally disabled or individuals not overly of harm to themselves or others; or

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- (d) Any housing facility which provides a life-care environment. A life-care environment shall include, but is not limited to, creation of a life estate in the facility itself and provision of off-site or on-site medical care.

**Section 3:** That Subsection II, Permitted Uses in Future Land Use Categories, of the Future Land Use Element of the adopted Town of Southwest Ranches Comprehensive Plan, is hereby amended as follows:

\* \* \* \* \*

### 1. AGRICULTURAL CATEGORY

\* \* \* \* \*

Agricultural areas are designated on the Town's Land Use Plan Map to promote agriculture and agricultural related uses. Rural residential development may occur within specific limits. Uses permitted in areas designated agricultural are as follows:

\* \* \* \* \*

D. Community facilities excluding Special Residential Facilities Categories (2) and (3), designed to serve the Town's Rural Residential Areas, shall not to exceed five (5) acres in size. Parcels zoned or otherwise approved for community facility uses consistent with existing local regulations and permits as of the adoption date of the Town's plan, and thereafter with extended, amended, renewed regulations and permits, may be developed for such uses pursuant to such regulations and permits. Community facilities shall be separated by a minimum of 1,000 feet and shall be contiguous to a limited access/controlled facility or an arterial facility as designated on the Town's Trafficways Plan.

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F. Special Residential Facility Category (1) development as defined in the Administration the Special Residential Facilities Permitted Uses subsection section of the this Plan Implementation Requirements section of the Broward County Land Use Plan, subject to the Special Residential Facilities provisions herein requirements of this land use category for the location of one (1) dwelling unit.

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### 2. COMMERCIAL USE

The areas designated for commercial use on the Town's Land Use Plan Map provide land area for business, office, retail, service and other commercial enterprises which support the Town.

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Uses permitted in areas designated commercial are as follows:

\* \* \* \* \*

- G. a. A Special Residential Facility Category (2) development as defined in the Administration Special Residential Facilities Permitted Uses subsection of ~~the this Plan Implementation Requirements section of the Broward County Land Use Plan~~; subject to the Special Residential Facilities provisions herein and allocation of two (2) reserve or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units as contained in the "Administrative Rules Document Broward County Land Use Plan."
- b. Special Residential Facility Category (3) development as defined in the Special Residential Facilities Permitted Uses Administration subsection of ~~the this Plan Implementation Requirements section of the Broward County Land Use Plan~~; subject to the Special Residential Facilities provisions herein and allocation of reserve or flexibility units in accordance with the Special Residential Facility provisions and policies for the application of these units as contained in the "Administrative Rules Document Broward County Land Use Plan. Each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.

### 3. COMMUNITY FACILITIES CATEGORY

Community facilities may be permitted at the discretion of the Town in areas designated Residential, Rural Estate & Branches, Estate, Commercial, Agricultural or Industrial

\* \* \* \* \*

- C. Special Residential Facility Category (2) development as defined in subsection 16 of the Town's the Administration section of this Plan Implementation Requirements section; subject to the Special Residential Facilities Provisions herein and allocation of two (2) reserve or flexibility units in accordance with the flexibility Special Residential Facilities provisions and policies for application of these units as contained in the "Administrative Rules Document: Broward County Land Use Plan."
- D. Special Residential Facility Category (3) development as defined in the Administration subsection 16 of the Town's this Plan Implementation Requirements section; subject to the Special Residential Facilities Provisions herein and allocation of reserve or flexibility units in accordance with the flexibility Special Residential Facilities provisions and policies for application of these units as contained in the "Administrative Rules

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Document: Broward County Land Use Plan"; each flexibility or reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or baths.

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## 8. ESTATE RESIDENTIAL CATEGORY

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- F. Special Residential ~~Facility~~Facilities Category (1); subject to: meeting one of the Category definitions as contained in the Special Residential Facilities Permitted Uses subsection of the as defined in the Administration Plan Implementation Requirements section of the Broward County Land Use this Plan subject to the requirements of this land use category for the location of one (1) dwelling unit. Special Residential Facilities provisions herein; meeting density provisions by Category type stated below; and the limitations as expressed by the certified land use plan map; and if applicable, the provisions regarding the use and allocation of reserve units, flexibility units or bonus sleeping rooms as contained in the "Administrative Rules Document: Broward County Land Use Plan."

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## 9. RURAL ESTATES CATEGORY

\* \* \* \* \*

- D. Community Facilities designed to serve the Town's Rural Residential Areas, excluding Category (2) and Category (3). ~~Special Residential Facilities~~. Community facilities other than public schools, shall not exceed five (5) acres in size. ~~Notwithstanding the aforesaid, Public Schools shall not be subject to the five (5) acre restriction.~~ (BCPC Prov. Cert. #8B)

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## 10. RURAL RANCHES CATEGORY

- D. Community Facilities designed to serve the Town's Rural Residential Areas, ~~excluding Category (2) and Category (3)~~. ~~Special Residential Facilities~~. Community facilities other than public schools, shall not exceed five (5) acres in size, ~~notwithstanding the afore said, Public Schools shall not be subject to the five (5) acre restriction.~~ (BCPC Prov. Cert. #9)

\* \* \* \* \*

## 14. SPECIAL RESIDENTIAL FACILITIES

~~This The Broward County Land Use~~ Plan defines categories of Special Residential Facilities, in accordance with Broward County Ordinance 85-92, for the purpose of determining permitted locations and density standards.

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Special Residential Facilities development such as group homes and foster care facilities are defined by category type ~~below~~ and are subject, when applicable, to the Special Residential Facilities provisions and allocation of reserve, flexibility or bonus sleeping rooms as contained in the "Administrative Rules Document: Broward County Land Use Plan." In order to facilitate implementation of this section, ~~each local government~~ the Town may permit a maximum of one hundred (100) "bonus" sleeping rooms, consistent with Broward County Ordinance 85-92, that are permanently dedicated to Special Residential Facility use without allocating density.

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Special Residential Facilities are not specifically designated on the Town's Future Land Use Plan Map as a separate land use category. Special Residential Facilities are permitted within the limitations as stated below and in the Permitted Uses section of this Plan in the following land use categories:

A. All Residential land use designations, including, but not limited to, Rural Ranch, Estate and Rural Estates Categories (Category 1 only) provided they are licensed by an appropriate State agency and are 1,000 feet away from any other such facility.

B. Commercial (Categories 21 & 32 only).

C. Agricultural (Category 1 only), provided they are licensed by an appropriate State agency and are 1,000 feet away from any other such facility.

D. Community Facilities (Categories 21 & 32 only).

The Town does not encourage locating Special Residential Facilities in commercial or community facilities areas. Special Residential Facilities should be integrated into residential neighborhoods. Due to the need to locate Special Residential Facilities, ~~the this Broward County Land Use Plan~~ recognizes that, in some instances, ~~local governments there~~ may ~~have~~ be a need to allocate Special Residential Facilities in these areas.

Definitions of Special Residential Facilities Categories are contained in Section II.A. of this Plan.

**Section 4:** That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

**Section 5:** That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element subsequent

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to the effective date of this Ordinance, and that the Town Council hereby requests such recertification.

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

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

**Section 8: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this 22nd day of June, 2017 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_, 2017, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Schroeder \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
McKay \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, ~~MBA, MPA, MMCI~~, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

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Ordinance No. 2017-

Page 8 of 8



**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:** Jeff Katims  
**DATE:** 9/13/2017  
**SUBJECT:** Ordinance Clarifying Mulching Operations and Other Industrial Uses

---

### **Recommendation**

Approve on first reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

The proposed Ordinance clarifies that producing compost or mulch for use offsite is an industrial use that is permitted only in the Town's "M" Manufacturing and Industrial District. The proposed Ordinance also clarifies and expands the types of recycling and waste processing that is permitted in the M District.

Converting landscape debris into compost or mulch is not a prohibited activity when the materials are used only on the premises in order to support an agricultural use. In this manner, production of compost and mulch are naturally and customarily incidental to the use of land for a plant or tree nursery. Furthermore, mulch may be sold in quantities that are incidental to the sale of trees and plants grown on premises.

However, production of compost and mulch in quantities sufficient to support off-site agriculture, wholesale or retail sale to consumers takes on the characteristics of a primarily commercial or industrial use, and not a primary agricultural use. Production of such quantities

involves acceptance (often at a charge) of yard waste and other landscape debris from lawn maintenance services and other sources, composting or grinding the materials to produce compost or mulch, and then transporting the material offsite.

Compost and mulch are desirable and useful horticultural materials. However, the process of creating the materials can create nuisances for occupants of adjacent properties. The limited quantities involved in accessory production of these materials limits the impacts on adjacent properties.

**Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Jeff Katims, AICP

**ATTACHMENTS:**

Description	Upload Date	Type
Mulching and Composting Ordinance - TA Approved	9/6/2017	Ordinance

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1 and has issued its recommendation to the Town Council, finding that the Ordinance is  
2 consistent with the adopted comprehensive plan;

3 **WHEREAS,** the Town Council finds that the Ordinance is consistent with the  
4 adopted comprehensive plan and is in the best interest of the health, safety, and welfare,  
5 of the Town 's residents.

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

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

10 **Section 2.** Section 010-030 "Terms defined" is hereby amended as  
11 follows:

12 \* \* \* \*

13 Composting or mulching operation. The term, "composting or mulching  
14 operation" means the processing of any organic, plant, or tree material into  
15 compost, or the processing of any organic, plant, tree, or other material, into  
16 small chips or pieces consistent with that of mulch (hereinafter referenced as  
17 "mulch" regardless of intended use), typically through grinding or cutting, when:  
18 (1) any of the source materials are obtained from offsite; or (2) any of the  
19 compost or mulch is removed from the property where processed; or (3)  
20 deposition of compost or mulch alters the grade of any portion of the land on the  
21 plot where the activity is occurring, including deposition into a water body or  
22 excavated area. Composting or mulching operations are industrial uses, and are  
23 expressly not agricultural uses.

24 \* \* \* \*

25 **Section 3.** Article 55, M Manufacturing and Industrial District, Section 055-  
26 040, Permitted and prohibited uses is hereby amended to read as follows:

27 \* \* \* \*

28 Master Business List

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Ordinance No. 2017-\_\_

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

Use	
* * * * *	
Fertilizer, <del>compost and mulch</del> compounding, <u>and composting or mulching operations, including storage and distribution of fertilizer, compost and/or mulch</u>	P
* * * * *	
Recycling facility (see section 055-080(I))	P
* * * * *	
Sanitation companies and waste haulers (see section 055-080(IK))	P
* * * * *	
Trash, <del>garbage and debris processing;</del> transfer station (see sec. 055-080(I))	P

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**Section 4.** Section 055-080, Limitations of uses, is hereby amended to read as follows:

\* \* \* \*

(I) ~~Recycling facility~~ ies; trash, garbage and debris processing; transfer station; sanitation companies and waste haulers.;

Includes, but is not limited to, collection, processing (but not disposal or incineration), and transfer of trash, garbage, construction debris, and demolition debris. All materials stored, handled or repackaged on the premises shall either be in containers or stored within a building.

\* \* \* \*

(K) ~~Reserved. Sanitation companies. All dumpsters, waste containers and sanitation vehicles shall be emptied prior to storage on the plot.~~

\* \* \* \*

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Ordinance No. 2017-\_\_

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

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

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

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

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**[Signatures on Following Page]**

Ordinance No. 2017-\_\_

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

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2017, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
  
Absent \_\_\_\_\_  
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

114370284.1



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

**(954) 434-0008 Town Hall**  
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**Town Council**  
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**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:** Jeff Katims  
**DATE:** 9/13/2017  
**SUBJECT:** Good Neighbor Fence Ordinance

---

### **Recommendation**

Approve on first reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

Installing a wood fence with the "good side" facing out, or installing a fence that has two equally "good" sides is known across the country as a "good neighbor fence." It is common for local governments throughout the country to require installation of fences in this manner.

The proposed Ordinance would require installation of fences with the finished side facing outward. The Ordinance would apply only to fences installed or replaced after its adoption, and provides a waiver process for fences facing only interior property lines if the abutting property owner consents to an "inside out" installation.

### **Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Jeff Katims, AICP

**ATTACHMENTS:**

Description

Good Neighbor Fence Ordinance - TA Approved

Upload Date

9/6/2017

Type

Ordinance

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

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

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

7       **Section 2.** Article 45, Agricultural and Rural Districts, Section 045-030,  
8 General Provisions, is hereby amended as follows:

- 9       (A) *Fences, walls and hedges.* Fences and walls, not including entrance  
10 features, shall be permitted to a maximum height of eight (8) feet  
11 above the established grade within any required yard, and in any  
12 location on a residential or agricultural plot; provided that a fence  
13 enclosing a tennis court or other customary enclosure may be higher  
14 if located outside of a required yard. Fences on farms shall be  
15 governed by F.S. ch. 588.
- 16       (1) Hedges and all natural vegetation shall not be subject to height limits  
17 except as provided in [section 075-060\(E\)\(3\)](#), "Plant material; shrubs  
18 and hedges."
- 19       (2) Decorative lighting mounted on posts as an integral part of any fence  
20 or wall shall not be counted in determining fence height, and shall  
21 comply with the requirements of [article 95](#), "Outdoor Lighting  
22 Standards."
- 23       (3) Barbed wire and razor wire are prohibited for use as fencing material  
24 and as any part of any fence or wall. Low voltage electrical wire,  
25 a.k.a. hot wire, shall be permitted for use as fencing material on all  
26 plots.
- 27       (4) Every fence that is installed or replaced subsequent to the  
28 enactment of this Ordinance, shall be erected with a finished side  
29 facing outward toward other properties and rights-of-way, such that  
30 all posts, rails and other structural members are contained on the  
31 inside of the fence, and the exterior of the fence is equal to or better  
32 than the inside of the fence in the quality of its appearance. The  
33 Town may waive this provisions for the portion of a fence that is to

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Ordinance No. 2017-\_\_

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1 be installed along an interior property line if the abutting property  
2 owner consents to such waiver.

3 \* \* \* \*

4 **Section 3.** Article 50, Commercial Districts, Section 050-030, General  
5 Provisions, is hereby amended to read as follows:

6 \* \* \* \*

7 (H) *Fences, walls and hedges.* Maximum height shall be eight (8) feet within  
8 required yards. The use of barbed wire, razor wire or electrified fencing is  
9 prohibited. Every fence that is installed or replaced subsequent to the  
10 enactment of this Ordinance, shall be erected with a finished side facing  
11 outward toward other properties and rights-of-way, such that all posts, rails  
12 and other structural members are contained on the inside of the fence, and  
13 the exterior of the fence is equal to or better than the inside of the fence in  
14 the quality of its appearance.

15 \* \* \* \*

16 **Section 4.** Article 55, M Manufacturing and Industrial District, Section 055-  
17 030, General Provisions, is hereby amended to read as follows:

18 \* \* \* \*

19 (F) *Fences, walls and hedges.* Maximum height of fences and walls is ten  
20 (10) feet, except for penal institutions or detention facilities, which shall  
21 not be subject to a maximum fence or wall height limitation.

22 (1) The use of barbed wire, razor wire or electrified fencing abutting  
23 existing zoning districts other than industrial and utility districts is  
24 prohibited.

25 (2) Fences, walls and hedges may be required for buffering and  
26 screening purposes under article 75, "Landscaping Requirements,"  
27 and as otherwise required herein. There shall be no height  
28 limitation for hedges.

29 (3) Every fence that is installed or replaced subsequent to the  
30 enactment of this Ordinance, shall be erected with a finished side  
31 facing outward toward other properties and rights-of-way, such  
32 that all posts, rails and other structural members are contained on

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Ordinance No. 2017-\_\_

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1 the inside of the fence, and the exterior of the fence is equal to or  
2 better than the inside of the fence in the quality of its appearance..

3  
4 \* \* \* \*

5 **Section 5.** Article 60, CF Community Facility District, Section 060-020,  
6 General Provisions, is hereby amended to read as follows:

7 \* \* \* \*

8  
9 (H) *Fences, walls and hedges.* Fences, walls and hedges may be erected or  
10 planted and maintained to a maximum height of eight (8) feet.

11 (1) The use of barbed wire, razor wire or electrified fencing shall be  
12 prohibited.

13 (2) Fences on farms shall be governed by F.S. ch. 588.

14 (3) Every fence that is installed or replaced subsequent to the enactment  
15 of this Ordinance, shall be erected with a finished side facing outward  
16 toward other properties and rights-of-way, such that all posts, rails  
17 and other structural members are contained on the inside of the fence,  
18 and the exterior of the fence is equal to or better than the inside of  
19 the fence in the quality of its appearance.

20 \* \* \* \*

21 **Section 5.** Article 65, Recreation and Open Space District, Section 060-  
22 020, General Provisions, is hereby amended to read as follows:

23 \* \* \* \*

24 (G) *Fences, walls and hedges.* Fences, walls and hedges may be erected or  
25 planted and maintained to a maximum height of eight (8) feet.

26 (1) The use of barbed wire, razor wire or electrified fencing shall be  
27 prohibited.

28 (2) Every fence that is installed or replaced subsequent to the  
29 enactment of this Ordinance, shall be erected with a finished side  
30 facing outward toward other properties and rights-of-way, such that  
31 all posts, rails and other structural members are contained on the

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1 inside of the fence, and the exterior of the fence is equal to or better  
2 than the inside of the fence in the quality of its appearance.

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

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

8 **Section 8: Severability.** If any word, phrase, clause, sentence or section of  
9 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof  
10 shall not affect the validity of any remaining portions of this Ordinance.

11 **Section 9: Effective Date.** This Ordinance shall take effect immediately upon  
12 passage and adoption.

13 **PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2017 on a motion made  
14 by \_\_\_\_\_ and seconded by \_\_\_\_\_.

15 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_,  
16 2017, on a motion made by \_\_\_\_\_ and seconded by  
17 \_\_\_\_\_.

1 McKay \_\_\_\_\_ Ayes \_\_\_\_\_  
2 Breitzkreuz \_\_\_\_\_ Nays \_\_\_\_\_  
3 Fisikelli \_\_\_\_\_  
4 Jablonski \_\_\_\_\_ Absent \_\_\_\_\_  
5 Schroeder \_\_\_\_\_ Abstaining \_\_\_\_\_

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9 \_\_\_\_\_  
Doug McKay, Mayor

10 ATTEST:

11  
12 \_\_\_\_\_  
13 Russell Muñiz, Assistant Town Administrator/Town Clerk

14  
15 Approved as to Form and Correctness:

16  
17 \_\_\_\_\_  
18 Keith Poliakoff, J.D., Town Attorney

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Ordinance No. 2017-\_\_

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

**(954) 434-0008 Town Hall**  
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**Town Council**  
**Doug McKay, Mayor**  
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**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:** Jeff Katims  
**DATE:** 8/24/2017  
**SUBJECT:** Invasive Exotic Plant Removal Ordinance

---

### **Recommendation**

Approval on first reading.

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

### **Background**

The code requires removal of invasive exotic vegetation, including "nuisance trees," from construction sites, but does not specify when they must be removed. The proposed Ordinance clarifies that they must be removed prior to issuance of a building permit. This is the stage of the construction process where their removal is most enforceable.

The proposed Ordinance also supplements the Town's outdated list of plants that are known to be invasive and destructive to local ecosystems.

### **Fiscal Impact/Analysis**

N/A

**Staff Contact:**

Jeff Katims, AICP

**ATTACHMENTS:**

Description	Upload Date	Type
Invasive Exotic Plant Removal Ordinance - TA Approved	9/7/2017	Ordinance

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**WHEREAS**, the ULDC requires removal of nuisance trees on construction sites;

**WHEREAS,** in deferring enforcement of compliance to Certificate of Occupancy, the Town has experienced instances of difficulty in enforcement; and

**WHEREAS,** the Town Council of the Town of Southwest Ranches ("Town Council") finds that enforcing the removal of nuisance trees prior to issuance of a

1 construction permit will eliminate the enforcement difficulties to the benefit of the public  
2 health, safety and welfare; and,

3 **WHEREAS,** new invasive plant species and new evidence of ecological damage  
4 from known exotic plant species are documented from time to time; and

5 **WHEREAS,** the Florida Exotic Pest Plant Council ("FLEPPC") supports the  
6 management of invasive exotic plants in Florida's natural areas by providing a forum for  
7 the exchange of scientific, educational, and technical information, including prioritizing  
8 the state's invasive plant species; and

9 **WHEREAS,** the Town Council finds that adopting the most current FLEPPC list of  
10 invasive exotic plants, as amended from time to time, is more efficient than revising the  
11 list of species in the Code of Ordinances each time the FLEPPC list is amended; and

12 **WHEREAS,** the Town Council finds this Ordinance to be in the best interest of the  
13 health, safety, and welfare of its residents.

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

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

18 **Section 2.** Chapter 10, Article II, Section 10-23 of the Code of Ordinances  
19 is hereby amended as follows:

20 \* \* \* \* \*

21 *Nuisance tree* means species that have been deemed invasive or undesirable,  
22 including but not limited to any of the following, in addition to select species  
23 contained within the Florida Exotic Pest Plant Council's List of Category I Invasive  
24 Plant Species, current edition:

25 (1) *Schinus terebinthifolius* (Brazilian pepper tree/Florida holly).

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- (2) *Metopium toxiferum* (poison wood).  
(3) *Melaleuca quinquenervia* (cajepit tree/melaleuca).  
(4) *Casuarina spp.* (Australian pine, all species).  
(5) *Bischofia javanica* (bischofia, bishopwood).  
(6) *Acacia auriculaeformis auriculiformis* (earleaf acacia).  
(7) *Araucaria excelsa* (Norfolk Island pine).  
(8) *Brassia actinophylla* (schefflera).  
(9) *Leucaena leucocephala* (lead tree).  
(10) *Cupaniopsis anacardioides* (carrotwood).  
(11) *Rhodomyrtus tomentosa* (Downy Rose Myrtle)  
(12) *Ardisia solanacea or elliptica* (Shoebutton Ardisia)  
(13) *Dalbergia sissoo* (Indian Rosewood)  
(14) *Grevillea robusta* (Silk Oak)

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**Section 3.** Article 75, Landscaping Requirements, Section 075-110, Single-Family Requirements, is hereby amended as follows:

\* \* \* \* \*

- (C) *Turf requirements: removal of prohibited trees.* Turf shall be used in the front yard but is not required to extend past the first one (1) acre of property, measured from each abutting street line. The remainder of the property must be maintained, either in its natural state, in pasture land or other approved open space. This area, however, may not contain any invasive or prohibited species as identified in this article, which must be removed from the site prior to issuance of a building permit for construction of a principal structure.

**Section 4.** Article 75, Landscaping Requirements, Section 075-060, Plant Material, is hereby amended to read as follows:

\* \* \* \* \*

- (D) *Trees.*

\* \* \* \* \*

- (4) The following plant species, in addition to select species contained within the Florida Exotic Pest Plant Council's List of Category I Invasive Plant Species, current edition, shall not be planted as required or optional

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Ordinance No. 2017-\_\_

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landscaping and, in addition, these species shall be removed from the all construction sites prior to issuance of a building permit for any construction that is subject to submittal of a landscape plan or tree survey pursuant to sec. 075-030(A) or (B), and sec. 075-110 prior to issuance of a building permit for a principal structure:

Botanical Name	Common Name
<i>Acacia auriculiformis</i>	Earleaf Acacia <del>Ficus</del>
<i>Ficus spp.</i>	Ficus (see 075-060(E)(3))
<i>Bischofia javanica</i>	Bischofia, Toog, <u>Bishopwood</u>
<i>Casuarina spp.</i>	Australian Pine
<i>Cupaniopsis anacardioides</i>	<u>Carrotwood</u>
<i>Melaleuca quinquenervia</i>	Melaleuca, Punk Tree, Paperbark
<i>Schinus terebinthifolius</i>	Brazilian Pepper, Florida Holly
<i>Rhodomyrtus tomentosa</i>	Downy Rose Myrtle
<i>Leucaena leucocephala</i>	Lead Tree, Jumbie Bean
<i>Ardisia solanacea or elliptica</i>	Shoebutton Ardisia
<i>Araucaria heterophylla, excelsa</i>	Norfolk Island Pine
<i>Dalbergia sissoo</i>	Indian Rosewood
<i>Grevillea robusta</i>	Silk Oak
<i>Brassaia actinophylla</i>	Schefflera
<i>Metopium toxiferum</i>	<u>Poison Wood</u>

- (5) ~~Reserved. The town shall maintain a list of plant material known to be invasive of South Florida's native ecological communities or disturbed areas, which shall not be used to meet any requirements of this article.~~

\* \* \* \*

**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.

Ordinance No. 2017-\_\_

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

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

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

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

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2017, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

[Signatures on following page]

1

2

McKay \_\_\_\_\_

Ayes \_\_\_\_\_

3

Breitkreuz \_\_\_\_\_

Nays \_\_\_\_\_

4

Fisikelli \_\_\_\_\_

5

Jablonski \_\_\_\_\_

Absent \_\_\_\_\_

6

Schroeder \_\_\_\_\_

Abstaining \_\_\_\_\_

7

8

9

\_\_\_\_\_  
Doug McKay, Mayor

10 ATTEST:

11

12

13 Russell Muñiz, Assistant Town Administrator/Town Clerk

14

15 Approved as to Form and Correctness:

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18 Keith Poliakoff, J.D., Town Attorney

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114371036.1

Ordinance No. 2017-\_\_

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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 Breitzkreuz, 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:** Rod Ley, Town Engineer  
**DATE:** 9/13/2017  
**SUBJECT:** Third Modification to Weekley Asphalt Paving, Inc. Continuing Contract for Roadway Repairs and Traffic Sign Maintenance Services

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### **Recommendation**

Consideration of approval of a Resolution approving the third modification extending the term to the agreement with Weekley Asphalt Paving, Inc. for Roadway Repairs and Traffic Sign Maintenance Services for one (1) year.

### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

### **Background**

On August 23, 2012, the Town advertised Invitation for Bid (IFB) No. 12-010 for "Continuing Contract for Roadway Repairs and Traffic Sign Maintenance Services." Weekley Asphalt Paving, Inc.'s (Weekley) bid was the most responsive and responsible. On October 25, 2012, the Town entered into an agreement with Weekley through the adoption of Resolution 2013-0005.

The continuing contract allows the Town to use Weekley on an as-needed basis to repair roads and to maintain/replace traffic signs in accordance with the IFB and accompanying

agreement. Section 2 of the Agreement allows, at the sole discretion of the Town Council, up to three (3) one-year extensions.

On October 15, 2015, the Town Council adopted Resolution 2016-001 authorizing the First Modification to the Agreement, which extended the term until November 2, 2016.

On October 27, 2016, the Town Council adopted Resolution 2017-007 authorizing the Second Modification to the Agreement, which extended the term until November 2, 2017.

Staff recommends to extend the term of the Agreement with Weekley for one year, specifically November 2, 2018.

### **Fiscal Impact/Analysis**

Funds are available in the Fiscal Year 2017 Municipal Transportation Fund accounts #101-5100-541-53110 (Road Materials – Gen. & / Emergencies) and #101-5100-541-53200 (Traffic Signs).

### **Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

### **ATTACHMENTS:**

Description	Upload Date	Type
Weekley Modification Reso - TA Approved	9/7/2017	Resolution
Agreement - TA Approved	9/6/2017	Agreement

## **RESOLUTION 2017 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 23, 2012, the Town advertised Invitation for Bid (IFB) No. 12-010 for "Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services;" and

**WHEREAS**, Weekley Asphalt Paving, Inc.'s bid was found the most responsive and responsible; and

**WHEREAS**, on October 25, 2012, the Town entered into an agreement with Weekley Asphalt Paving, Inc. by Resolution 2013-005 (the "Agreement"); and

**WHEREAS**, the continuing contract allows the Town to use Weekley Asphalt Paving, Inc. on an as-needed basis to repair roads and to maintain/replace traffic signs in accordance with the IFB and accompanying Agreement; and

**WHEREAS**, on October 15, 2015, the Town Council adopted Resolution 2016-001 authorizing the First Modification to the Agreement, which extended the term through November 2, 2016; and

**WHEREAS**, on October 27, 2016, the Town Council adopted Resolution 2017-007 authorizing the Second Modification to the Agreement, which extended the term until November 2, 2017; and

**WHEREAS**, Section 2 of the Agreement allows the Agreement to be extended for up to three (3) one-year extensions, at the sole discretion of the Town Council; and

**WHEREAS**, the Town of Southwest Ranches desires to exercise its third one (1) year extension and to extend the Agreement through November 2, 2018.

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

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

**Section 2. Approval.** The Town Council hereby approves the Third Modification to the Agreement between the Town of Southwest Ranches and Weekley Asphalt Paving, Inc. for Roadway Repair and Traffic Sign Maintenance Services for an additional one (1) year term, specifically through November 2, 2018.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest  
Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by  
\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

## **EXHIBIT A**

### **THIRD MODIFICATION TO THE AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGNS MAINTENANCE SERVICES**

**THIS THIRD MODIFICATION** is make and entered into the \_\_\_\_ day of \_\_\_\_, 2017 by and between the Town of Southwest Ranches, Florida municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "Town") and Weekley Asphalt Paving Inc. for Roadway Repair and Traffic Signs Maintenance Services, (hereinafter referred to as "Contractor").

#### **WITNESSETH:**

**WHEREAS**, on August 23, 2012, the Town advertised Invitation of Bid No. 12-010 for "Continuing Contract for Roadway Repairs and Traffic Signs Maintenance Services;" and

**WHEREAS**, the bid by Weekley Asphalt Paving Inc. was found the most responsive and responsible; and

**WHEREAS**, on October 25, 2012, the Town entered into an agreement with Weekley Asphalt Paving, Inc. pursuant to Resolution 2013-005 (the "Agreement"); and

**WHEREAS**, the continuing contract allows the Town to use Weekley Asphalt Paving, Inc. on an as-needed basis to repair roads and to maintain traffic signs in accordance with the IFB and accompanying Agreement; and

**WHEREAS**, on October 15, 2015, the Town Council adopted Resolution 2016-001 authorizing the First Modification to the Agreement, which extended the term through November 2, 2016; and

**WHEREAS**, on October 27, 2016, the Town Council adopted Resolution 2017-007 authorizing the Second Modification to the Agreement, which extended the term until November 2, 2017; and

**WHEREAS**, Section 2 of the Agreement allows the Agreement to be extended for up to three one-year extensions, at the sole discretion of the Town; and

**WHEREAS**, the Town of Southwest Ranches desires to extend the term of the Agreement with Weekley Asphalt Paving, Inc. for one year, specifically through November 2, 2018; and

**WHEREAS,** the Agreement and Third Amendment are hereinafter collectively referred to as the "Agreement";

**NOW, THEREFORE,** in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. Section 2.1 "Term of this Agreement and Agreement Time", shall be deleted in its entirety and replaced as follows:

2.1 The term of this Agreement shall be from November 2, 2017 through November 2, 2018.

3. All other Sections remained unchanged shall remain in full force and effect.

THIRD MODIFICATION TO THE AGREEMENT BY AND BETWEEN THE TOWN OF  
SOUTHWEST RANCHES, FLORIDA, AND WEEKLEY ASPHALT PAVING, INC., FOR  
ROADWAY REPAIR AND TRAFFIC SIGNS MAINTENANCE SERVICES.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date(s) indicated above.

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_  
Doug McKay, Mayor

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

Attest: \_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney

CONTRACTOR

By: \_\_\_\_\_  
Dan D. Weekley, President



**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**  
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**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:** Rod Ley, Town Engineer  
**DATE:** 9/13/2017  
**SUBJECT:** Revocable License Agreements with Broward County for Entranceway Signage  
Along Griffin Road

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### **Recommendation**

To allow for Council approval of Revocable License Agreements (RLA's) with Broward County for entranceway signage in the Griffin Road right-of-way.

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

The RLA's provide the Town of Southwest Ranches the use and occupancy of portions of road right-of-way owned by Broward County for entranceway signage. The signs will be installed in accordance with the requirements stipulated within the Broward County right-of-way use permit. The agreement provides that the Town is responsible for the maintenance of the entranceway signs.

The signs have been manufactured by PHI Construction, Inc. and are ready for installation once the Broward County right-of-way use permit is issued. The Rural Public Arts Board decided on the following locations:

- Dykes Road
- Bonaventure Boulevard

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Rev License Agreement Reso - TA Approved	9/7/2017	Resolution
RLA - Dykes Road	9/7/2017	Agreement
RLA - Bonaventure Blvd	9/7/2017	Agreement

## **RESOLUTION 2017-**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW THE TOWN'S ENTRANCEWAY SIGNS TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches has applied for right-of-way use permits for the installation of two (2) signs to identify the entrance to the Town of Southwest Ranches; and

**WHEREAS**, the two (2) signs will be constructed in the Griffin Road right-of-way near SW 160<sup>th</sup> Avenue (Dykes Road) and SW 184<sup>th</sup> Avenue (Bonaventure Boulevard), which is road right-of-way owned by Broward County; and

**WHEREAS**, Revocable License Agreements (RLA's) are required in order to obtain a right-of-way use permit from Broward County; and

**WHEREAS**, both Broward County and the Town desire to execute two (2) formal RLA's, to allow the Town to utilize Broward County's right-of-way for the above referenced signs; and

**WHEREAS**, the RLA's provide that the Town must maintain the signs; and

**WHEREAS**, the Town Council believes that the two (2) RLA's are in the best interest of the health, safety, and welfare of its residents.

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

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

**Section 2: Authorization.** The Town Council hereby approves the RLA's between the Town and Broward County to allow two (2) signs to be located with Broward County's right-of-way, in substantially the same form as that attached hereto as Exhibit "A."

**Section 3: Approval.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to execute the RLA's in substantially the same form

as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Schroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

**REVOCABLE LICENSE AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

---

**FOR**

**NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY**

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THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

\_\_\_\_\_, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ is a Broward County roadway within the municipal limits of the \_\_\_\_\_ (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW FOR THE IMPROVEMENTS**

- ☐ Landscaping, irrigation, and hardscape.
- ☐ Monument sign.
- ☐ Other (explain): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). If landscaping is part of the improvements, the landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the

improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

## 9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

9.2 In the event that LICENSEE contracts with a third party to perform any of

LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☐ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
TOWN OF SOUTHWEST RANCHES \_\_\_\_\_ FOR NON-EXCLUSIVE ACCESS  
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Town of Southwest Ranches

\_\_\_\_\_  
Municipal Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print or Type Name)

Doug McKay, Mayor  
(Print or Type Name)

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney

## **Exhibit "A"**

### **Project Description**

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

### **Location**

The Town desires to install the entranceway sign in the northern grassed shoulder of Griffin Road near SW 160<sup>th</sup> Avenue (Dykes Road). Please see the attached sketch and legal description in Exhibit "B" for the exact location.

### **Placement**

The Town entranceway sign will be placed in the northern shoulder at least four feet back of the existing Type "F" curb. The sign will be within a 15' x 15' designated area identified in Exhibit "B". The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping on the shoulder will not be disturbed.

The sign panel is three feet wide by four feet and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 in thick walls. The sign posts will be installed on two diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

### **Maintenance**

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign, solar lighting, and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with Broward County Naturescape program and Florida-Friendly Landscaping principles.

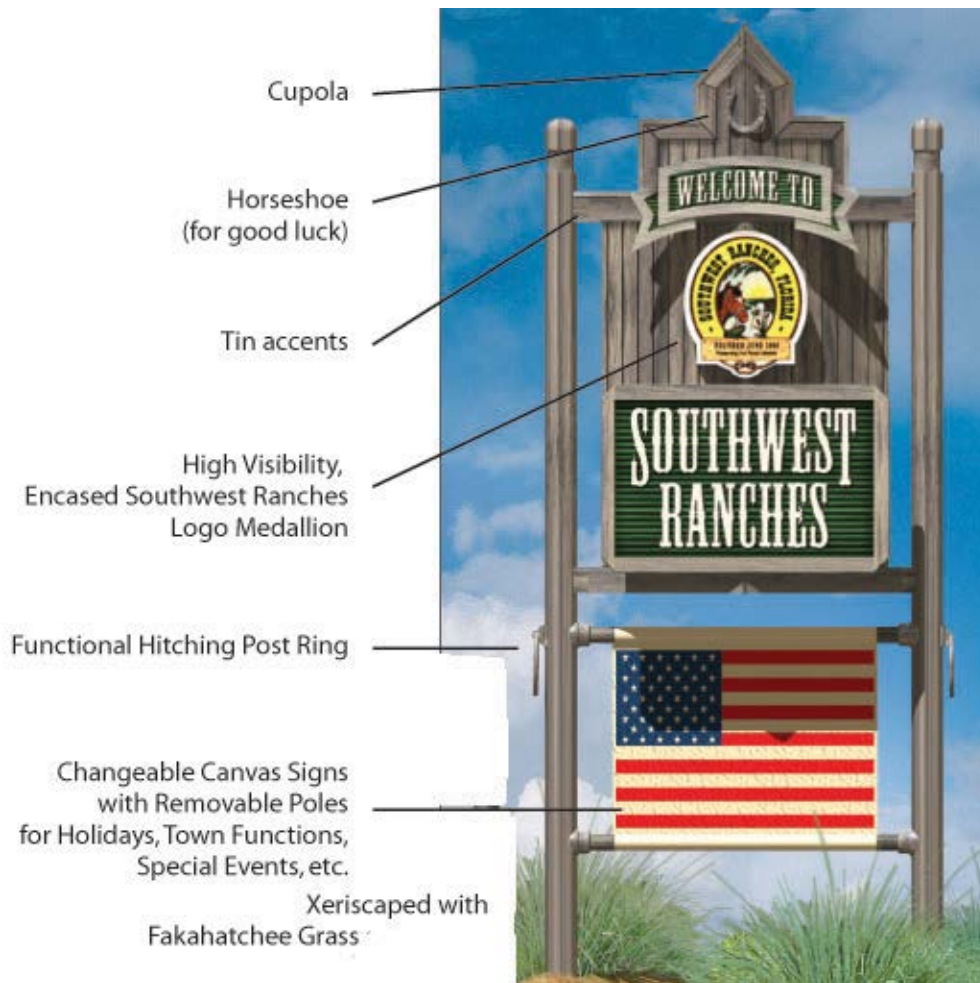
Broward County Naturescape program information can be found at: <http://www.broward.org/NaturalResources/NatureScape/Pages/Default.aspx>

Florida-Friendly Landscaping principles and information can be found at: <http://www.floridayards.org>

### **Construction Schedule**

The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit. PHI Construction, Inc. will construct and install the sign for the Town of Southwest Ranches. A Broward County Inspector will be requested to attend a pre-construction meeting and will be notified of the construction schedule.

A full-sized set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No.170609503.



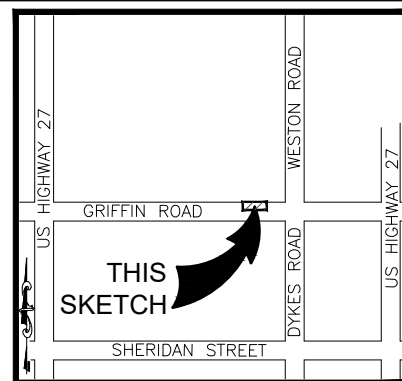
# EXHIBIT "B"

## LEGAL DESCRIPTION:

A PORTION OF THE GRIFFIN ROAD RIGHT OF WAY TOGETHER WITH A PORTION OF THE C-11 CANAL RIGHT OF WAY, SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "C", WESTON COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 67 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 88°15'24" WEST ALONG THE SOUTH OF SAID TRACT "C", 43.11 FEET; THENCE, DEPARTING SAID SOUTH LINE, SOUTH 01°44'36" WEST, 224.56 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 01°45'21" EAST, 15.00 FEET TO A POINT ON A LINE LYING 2.38 FEET SOUTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF GRIFFIN ROAD AND THE SOUTH RIGHT OF WAY OF THE C-11 CANAL; THENCE SOUTH 88°14'39" WEST, ALONG SAID PARALLEL LINE, 15.00 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTH 01°45'21" WEST, 15.00 FEET; THENCE NORTH 88°14'39" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 225 SQUARE FEET MORE OR LESS.



**LOCATION MAP:**  
NOT TO SCALE

## SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE PER THE PLAT OF WESTON COMMONS, AS RECORDED IN PLAT BOOK 173, PAGE 67, BROWARD COUNTY PUBLIC RECORDS WITH A REFERENCE BEARING OF SOUTH 88°15'24" WEST ALONG THE SOUTH LINE OF TRACT "C".
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

## CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 11, 2016 MEETS THE STANDARD OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

LEE POWERS  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 6805  
STATE OF FLORIDA

## SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN ROAD  
RIGHT-OF-WAY & THE C-11  
CANAL RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

**KEITH**  
ASSOCIATES, INC.  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPAHO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860  
SHEET 1 OF 2  
DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Dykes).dwg

DATE 1/11/16

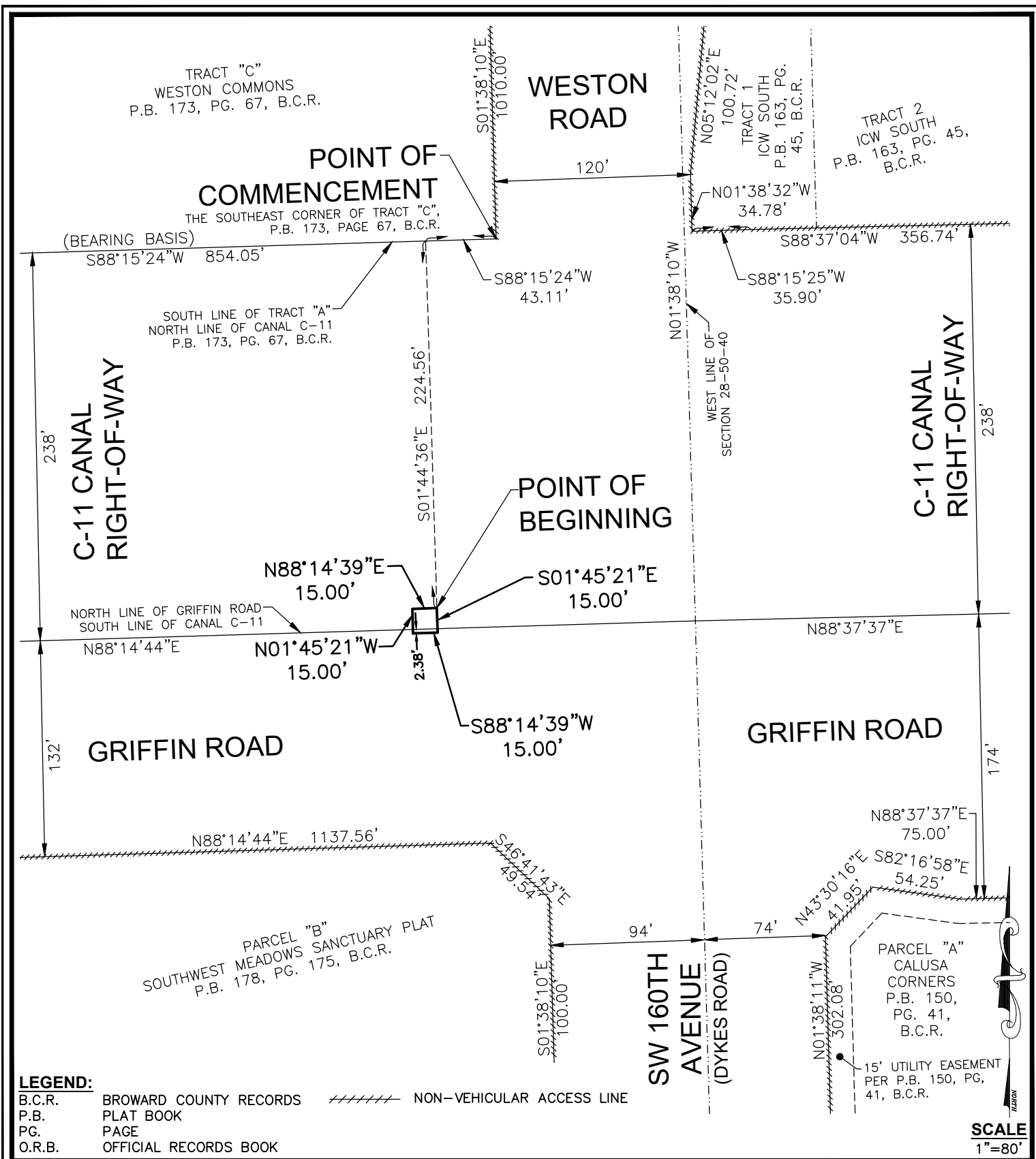
SCALE 1"=80'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS
11/23/16	UPDATE CERTIFICATION
08/01/17	UPDATE PER COMMENTS



## SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN ROAD  
RIGHT-OF-WAY & THE C-11  
CANAL RIGHT-OF-WAY

**KEITH**  
ASSOCIATES, INC.

consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPAHO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Dykes).dwg

DATE 1/11/16

SCALE 1"=80'


FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

08/01/17 UPDATE PER COMMENTS

CERTIFICATE OF COVERAGE		Exhibit "C"	
Certificate Holder  BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33401		Administrator  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065  Issue Date 8/10/17	
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1205		COVERAGE PERIOD: FROM 10/1/16	COVERAGE PERIOD: TO 10/1/17 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input checked="" type="checkbox"/> Errors and Omissions Liability  <input checked="" type="checkbox"/> Employment Practices Liability  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability  <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input checked="" type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger)  <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger)  <input checked="" type="checkbox"/> Hired Autos  <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input checked="" type="checkbox"/> <b>Buildings</b> <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input checked="" type="checkbox"/> <b>Personal Property</b> <div><input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form</div> <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$500 <input checked="" type="checkbox"/> Coinsurance 100% <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>	
<b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation  <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A			
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment			
<b>Other</b>  * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b>  RE: Revocable License Agreement - Entranceway Signs: (1) Griffin near Dykes Road (SW 160 Ave) (2) Griffin near Bonaventura Blvd RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330-2628		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   _____ AUTHORIZED REPRESENTATIVE	

**REVOCABLE LICENSE AGREEMENT**

**Between**

**BROWARD COUNTY**

**And**

---

**FOR**

**NON-EXCLUSIVE ACCESS AND USE OF COUNTY RIGHT-OF-WAY**

---

THIS IS AN AGREEMENT made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY,"

and

\_\_\_\_\_, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as the "LICENSEE," (collectively referred to as the "Parties").

WHEREAS, \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ is a Broward County roadway within the municipal limits of the \_\_\_\_\_ (the "Roadway"); and

WHEREAS, LICENSEE seeks the non-exclusive access and use, as more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, within a portion of COUNTY's Roadway right-of-way; and

WHEREAS, COUNTY is willing to permit the LICENSEE the non-exclusive access and use of a portion of the Roadway right-of-way described in Exhibit "B," attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Parties have agreed to enter into this Revocable License Agreement in relation to the access and use of the Property, as provided below; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DESCRIPTION OF PROPERTY. That portion of the Roadway right-of-way as more specifically described in Exhibit "B," attached hereto and incorporated herein (the "Property").
3. TERM. The term of this Agreement shall commence upon its execution by all Parties and shall continue until this Agreement is terminated as provided for in Article 12 herein below.
4. USE OF PROPERTY. COUNTY hereby grants to LICENSEE the revocable license for non-exclusive access and use of the Property only for the purpose(s) designated below (the "improvements"), including the ongoing maintenance and repair thereof, which is more fully described and illustrated in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Licensed Use." The improvements must meet COUNTY minimum standards as set forth in "Minimum Standards Applicable to Public Rights-of-Ways Under Broward County Jurisdiction." The Property shall not be used for any other purpose whatsoever without written amendment of this Agreement. LICENSEE shall not permit the Property to be used in any manner which will violate any laws or regulations of any governmental entity or agency.

**PLEASE CHECK THE APPROPRIATE BOX BELOW FOR THE IMPROVEMENTS**

- ☐ Landscaping, irrigation, and hardscape.
- ☐ Monument sign.
- ☐ Other (explain): \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- 4.1 LICENSEE shall submit plans for the installation of the improvements, together with a schedule for the ongoing maintenance thereof, to the Broward County Highway Construction and Engineering Division at least thirty (30) days before installation, and shall not install the improvements until written approval is obtained from the Director, Broward County Highway Construction and Engineering Division (the "Director"). If landscaping is part of the improvements, the landscaping plans shall incorporate a minimum fifty percent (50%) native species by plant types (i.e. canopy tree, palm tree, and shrub) and, together with the schedule for the ongoing maintenance, shall comply with the Broward County Naturescape program and Florida-Friendly Landscaping principles.

- 4.2 LICENSEE shall notify the Director within five (5) days after installation of the improvements. The Director may require LICENSEE to reinstall or remove the improvements, if the improvements or use do not comply with this Agreement or the approved plans.
- 4.3 COUNTY, its agents or authorized employees, shall continue to have unimpeded and unrestricted access to the Property at any and all times to examine it to determine if LICENSEE is properly using and maintaining the Property pursuant to the terms and conditions of this Agreement.
- 4.4 Any replacement of the improvements by LICENSEE shall require the prior submittal of plans and approval by the Director, consistent with the requirements under Sections 4.1 and 4.2, above.
- 4.5 The obligations of LICENSEE as set forth in this Agreement may be performed by LICENSEE through the use of its employees, or LICENSEE may enter into a contract with a third party to perform the services. In the event LICENSEE contracts with a third party, LICENSEE shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein.
5. COMPENSATION. No payment to COUNTY shall be made by LICENSEE for the privileges granted in this Agreement.
6. ASSIGNMENT. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the COUNTY. Should LICENSEE attempt to do so, then this Agreement shall terminate immediately, without prior notice to LICENSEE.
7. DAMAGE TO PROPERTY. LICENSEE shall not by its access or use cause damage to the Property. The Parties agree that all improvements and personal property placed by LICENSEE upon the Property shall remain the property of LICENSEE, and shall be placed upon the Property at the risk of LICENSEE. LICENSEE shall give the COUNTY, or its agent, prompt written notice by registered or certified mail of any occurrence, incident, or accident occurring on the Property.
8. INDEMNIFICATION OF COUNTY.
- 8.1 LICENSEE is an entity subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. To the extent permitted by law, LICENSEE specifically agrees to indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, related to the placement, maintenance, or repair of the

improvements within the Property. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by LICENSEE to be sued by third parties in any matter arising out of this Agreement or any other contract.

- 8.2 In the event that LICENSEE contracts with a third party to perform any of LICENSEE's obligations under this Agreement, any contract with such third party shall include the following provisions:

8.2.1 Indemnification: LICENSEE's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of LICENSEE's contractor, and other persons employed or utilized by LICENSEE's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, LICENSEE's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

8.2.2 To the extent permitted by law, the indemnification provided above shall obligate LICENSEE's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 8.2.1 above which may be brought against COUNTY, whether services were performed by LICENSEE's contractor or persons employed or utilized by LICENSEE's contractor.

- 8.3 The provisions of this article shall survive the expiration or earlier termination of this Agreement.

## 9. INSURANCE.

9.1 LICENSEE shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if LICENSEE elects to purchase excess liability coverage, LICENSEE agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

- 9.2 In the event that LICENSEE contracts with a third party to perform any of

LICENSEE's obligations under this Agreement, any contract with such third party shall include, at a minimum, the following provisions:

9.2.1 Insurance: LICENSEE's contractor shall keep and maintain, at contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "C," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

9.2.2 LICENSEE's contractor, upon request, shall furnish to the COUNTY, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

9.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of LICENSEE's contractor is completed.

10. MAINTENANCE, REPAIRS, AND OTHER OBLIGATIONS. LICENSEE shall be responsible for all costs associated with the Licensed Use of the Property, including maintenance and repair, utility relocations, mitigation of landscaping, and costs for repairing any damage to the Property or adjacent right-of-way. LICENSEE shall keep the Property clean, sanitary, and free from trash and debris. LICENSEE specifically agrees to install, maintain, and repair the improvements as detailed in the approved plans as shown in Exhibit "A," in a manner that will not pose a hazard to persons or vehicles on adjacent property or the right-of-way.

11. SECURITY. (Check one)

☐ LICENSEE is obligated to maintain with the COUNTY adequate security in the form of a cash bond or letter of credit in the amount of \$\_\_\_\_\_ to ensure the ongoing maintenance and repair of the improvements during the term of this Agreement and to ensure restoration of the Property following termination.

☐ There is no obligation for security as part of this Revocable License Agreement.

12. TERMINATION. This Agreement is merely a right to access and use, and grants no estate in the Property. This Agreement may be terminated by COUNTY, through the Broward County Board of County Commissioners or the Broward County Administrator, with or without cause and at any time during the term hereof, upon thirty (30) days written notice to LICENSEE. It is expressly understood by the Parties that LICENSEE is receiving from COUNTY a revocable license which may be terminated at any time by COUNTY for any or no cause whatsoever.

13. SURRENDER UPON TERMINATION.

LICENSEE shall peaceably surrender its use of and deliver the Property to the COUNTY, or its agents, immediately upon expiration or termination of this Agreement.

LICENSEE shall remove from the Property, at LICENSEE's own expense, the improvements placed upon it unless the COUNTY, in writing, authorizes LICENSEE to leave the improvements on the Property. COUNTY shall have no obligation to move, reinstall, replace, or in any way compensate LICENSEE for any loss resulting from or arising out of the termination of this Agreement, the requirement to remove the improvements, or the removal of the same by COUNTY upon failure of the LICENSEE to restore the Property. LICENSEE agrees to restore the Property to its original or a safe condition, as determined by and at the sole discretion of the Director, following removal of the improvements. LICENSEE shall be obligated to repair or pay for any damage to COUNTY property resulting from the removal of the improvements.

14. WAIVER. Failure of the COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same shall remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement shall be waived or modified by the Parties unless done so in writing as provided for in Article 22 below.

15. NOTICES.

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

For COUNTY:

Director, Broward County Highway Construction and  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

For LICENSEE:

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16. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision herein is invalid, it shall be considered deleted from this Agreement, and such deletion shall not invalidate the remaining provisions.
17. COMPLIANCE WITH LAWS. LICENSEE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations relating to the use of the Property.
18. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS ARTICLE, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
19. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.
20. EXHIBITS. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

21. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
22. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and LICENSEE.
23. CHANGES TO FORM AGREEMENT. LICENSEE represents and warrants that there have been no revisions, alterations, or changes whatsoever to this form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Revocable License Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
(Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

\_\_\_\_\_  
Deputy County Attorney

8/8/14  
RLA(Municipal-general)\_vFORM(2014-0808)

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND  
TOWN OF SOUTHWEST RANCHES \_\_\_\_\_ FOR NON-EXCLUSIVE ACCESS  
AND USE OF A PORTION OF COUNTY RIGHT-OF-WAY.

LICENSEE

ATTEST:

Town of Southwest Ranches

\_\_\_\_\_  
Municipal Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print or Type Name)

Doug McKay, Mayor  
(Print or Type Name)

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Municipal Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED AS TO FORM:

By \_\_\_\_\_  
Municipal Attorney

## **Exhibit "A"**

### **Project Description**

The project consists of installing an entranceway sign along Griffin Road. The entranceway sign has an aesthetic design meeting the rural lifestyle of the Town of Southwest Ranches. The sign incorporates the Town's seal.

### **Location**

The Town desires to install the entranceway sign in the southern grassed shoulder of Griffin Road near Bonaventure Boulevard. Please see the attached sketch and legal description in Exhibit "B" for the exact location.

### **Placement**

The Town entranceway sign will be placed in the southern shoulder at least four feet back of the existing Type "F" curb. The sign will be within a 15' x 15' designated area identified in Exhibit "B". The bottom member of the sign is between 3.5 feet to 4.0 feet above the road. It is anticipated that the existing landscaping on the shoulder will not be disturbed.

The sign panel is three feet wide by four feet and a half feet high (face area is approximately 12 square feet) and approximately 8.5 feet above the existing ground or top of the existing curb. The sign posts are 3.5 inches round aluminum material with 3/16 in thick walls. The sign posts will be installed on two diameter class I concrete at three feet depth. The installation will meet the requirement for 130 MPH wind speed per FDOT Index No. 11860. Solar lighting is a part of this permit request.

### **Maintenance**

The Town of Southwest Ranches will be responsible for the maintenance of the Town entranceway sign, solar lighting, and the installed low landscaping around the sign in accordance with the Revocable License Agreement. All landscaping shall be properly installed, maintained, and fertilized in accordance with Broward County Naturescape program and Florida-Friendly Landscaping principles.

Broward County Naturescape program information can be found at: <http://www.broward.org/NaturalResources/NatureScape/Pages/Default.aspx>

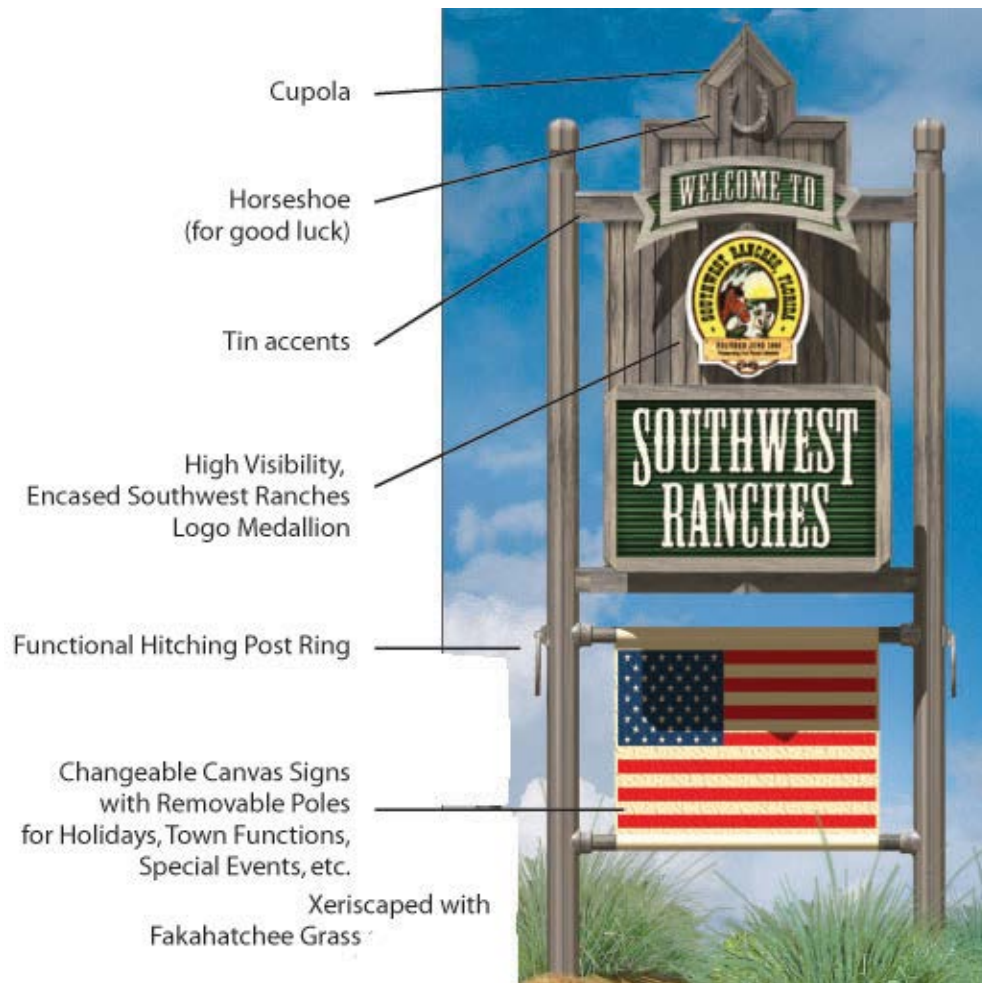
Florida-Friendly Landscaping principles and information can be found at: <http://www.floridayards.org>

### **Construction Schedule**

The construction of the sign will commence upon receipt of the Broward County Highway Construction and Engineering Division permit. PHI Construction, Inc. will construct and install the sign for the Town of Southwest Ranches. A Broward County Inspector will be

requested to attend a pre-construction meeting and will be notified of the construction schedule.

A full-sized set of plans, together with a schedule for the maintenance thereof, are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. 170609502



# EXHIBIT "B"

## LEGAL DESCRIPTION:

A PORTION OF THE GRIFFIN ROAD RIGHT OF WAY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY MOST NORTHEAST CORNER OF LOT 1, TARA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°07'42" EAST ON THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 172.25 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 43086, PAGE 842, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY EXTENSION, NORTH 43°07'59" EAST, ON SAID NORTH LINE, 41.94 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°53'03" EAST, 36.54 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE NORTH 01°45'21" WEST, 15.00 FEET; THENCE NORTH 88°14'39" EAST, 15.00 FEET; THENCE SOUTH 01°45'21" EAST, 15.00 FEET; THENCE SOUTH 88°14'39" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 225 SQUARE FEET, MORE OR LESS.



**LOCATION MAP:**  
NOT TO SCALE

## SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE PER THE PLAT OF TARA, AS RECORDED IN PLAT BOOK 162, PAGE 20, BROWARD COUNTY PUBLIC RECORDS, WITH A REFERENCE BEARING OF NORTH 88°07'42" EAST ALONG THE NORTH LINE OF LOT 1.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=80' OR SMALLER.

## CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 11, 2016 MEETS THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.  
CONSULTING ENGINEERS

LEE POWERS  
PROFESSIONAL SURVEYOR AND MAPPER  
REGISTRATION No. 6805  
STATE OF FLORIDA

## SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN  
ROAD RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

**KEITH**  
ASSOCIATES, INC.  
consulting engineers  
301 EAST ATLANTIC BOULEVARD  
POMPAHO BEACH, FLORIDA 33060-6643  
(954) 788-3400 FAX (954) 788-3500  
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Bonadventure).dwg

DATE 01/11/16

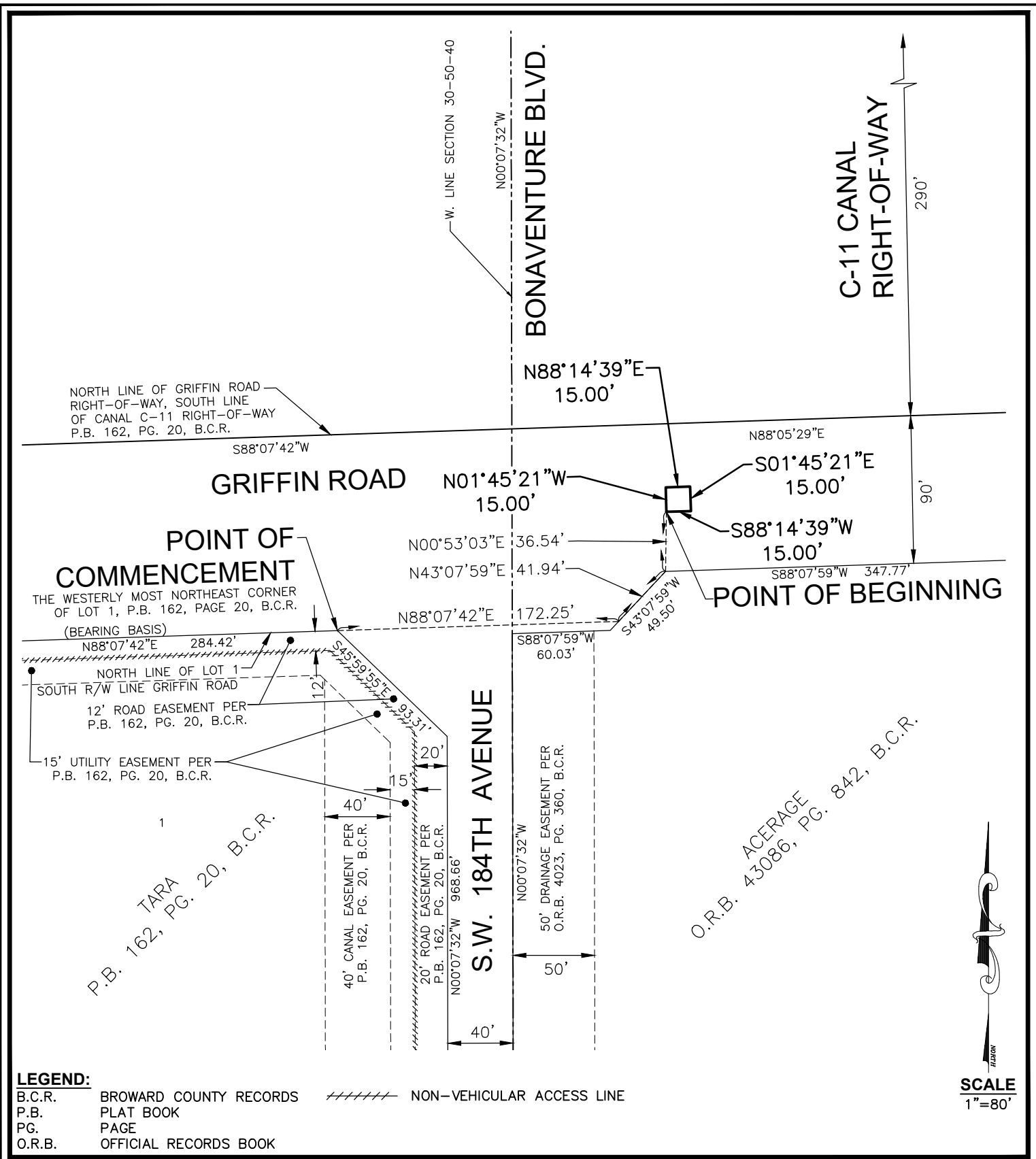
SCALE 1"=80'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS
11/23/16	UPDATE CERTIFICATION
08/01/17	UPDATE PER COMMENTS



## SKETCH & DESCRIPTION SIGN EASEMENT

A PORTION OF THE GRIFFIN  
ROAD RIGHT-OF-WAY

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

**KEITH**  
 ASSOCIATES, INC.  
 consulting engineers  
 301 EAST ATLANTIC BOULEVARD  
 POMPANO BEACH, FLORIDA 33060-6643  
 (954) 788-3400 FAX (954) 788-3500  
 EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2

DRAWING NO. 08711.03 SKETCH & DESC. (Griffin & Bonadventure).dwg

DATE 1/11/16

SCALE 1"=80'


FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE REVISIONS

08/01/17 UPDATE PER COMMENTS

CERTIFICATE OF COVERAGE		Exhibit "C"	
Certificate Holder  BROWARD COUNTY 115 SOUTH ANDREWS AVENUE FORT LAUDERDALE, FL 33401		Administrator  Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065  Issue Date 8/10/17	
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1205		COVERAGE PERIOD: FROM 10/1/16	COVERAGE PERIOD: TO 10/1/17 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input checked="" type="checkbox"/> Errors and Omissions Liability  <input checked="" type="checkbox"/> Employment Practices Liability  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability  <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input checked="" type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A  <b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger)  <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger)  <input checked="" type="checkbox"/> Hired Autos  <input checked="" type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>  * Combined Single Limit  Deductible N/A		<b>TYPE OF COVERAGE - PROPERTY</b>  <input checked="" type="checkbox"/> <b>Buildings</b> <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form  <input checked="" type="checkbox"/> <b>Personal Property</b> <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form  <input checked="" type="checkbox"/> Agreed Amount  <input checked="" type="checkbox"/> Deductible \$500  <input checked="" type="checkbox"/> Coinsurance 100%  <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific  <input checked="" type="checkbox"/> Replacement Cost  <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation  <input checked="" type="checkbox"/> Employers Liability <div>\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease</div> <input type="checkbox"/> Deductible N/A  <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b>  <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment			
<b>Other</b>  * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$2,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
<b>Description of Operations/Locations/Vehicles/Special Items</b>  RE: Revocable License Agreement - Entranceway Signs: (1) Griffin near Dykes Road (SW 160 Ave) (2) Griffin near Bonaventura Blvd RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Town of Southwest Ranches 13400 Griffin Road Southwest Ranches FL 33330-2628		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   _____ AUTHORIZED REPRESENTATIVE	



**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:** Rod Ley, Town Engineer  
**DATE:** 9/13/2017  
**SUBJECT:** Approving an Agreement with Williams Paving, Inc. for the SW 54th Place and SW 195th Terrace Drainage Improvements

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Williams Paving, Inc. for the Drainage and Infrastructure Advisory Board recommended SW 54<sup>th</sup> Place and SW 195<sup>th</sup> Terrace Drainage Improvements.

### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

### **Background**

The intersection of SW 54<sup>th</sup> Place and SW 195<sup>th</sup> Terrace has long been a drainage related concern for Town residents. The opportunity arose for the Town and South Broward Drainage District (SBDD) to partner on a drainage improvement project that was the No. 1 priority of the Drainage and Infrastructure Advisory Board. SBDD designed and permitted the project. SBDD also plans on performing Construction Engineering Inspection (CEI) Services.

On July 21, 2017 advertised the IFB 17-005. On August 21, 2017, the Town received thirteen (13) responses:

<b>Bidder</b>	<b>Amount</b>
Williams Paving	\$ 90,905.20
Jones Benitez Corp	\$ 117,926.00
SAINC Corp	\$ 125,240.00
Hinterland Group Inc.	\$ 126,654.00
Southeastern Engineering Contractors	\$ 127,207.60
Johnson-Davis Inc.	\$ 131,247.00
AP Engineering Inc.	\$ 139,800.72
IMF Estimating & Construction	\$ 140,113.50
Continental Construction Co.	\$ 143,517.50
Weekley Asphalt	\$ 153,041.40
Stone Concept Miami, Inc.	\$ 174,110.00
Pabon Engineering Inc.	\$ 219,070.00
C&W Pipeline, Inc.	\$ 335,774.00

After reviewing the bids, it was determined that Williams Paving, Inc. was the lowest responsible bidder that met the requirement of the IFB.

As per the contract, substantial completion will be 21 days after the issuance of the Notice to Proceed (NTP), and final completion will be 35 days after the NTP.

### **Fiscal Impact/Analysis**

The Town budgeted \$109,200 for all drainage improvements in the FY 2016-2017 Town Budget as well as has approximate carryover Transportation Fund restricted fund balance available for Drainage capital projects from FY 2015-2016 in the amount of \$75,125, totaling \$184,325. The Town has spent \$138,002. Therefore, a budget amendment is needed as follows: increasing the Transportation Fund– Infrastructure Drainage expenditure account (101-5100-541-63260) and increasing the Transportation Fund – Appropriated Fund Balance – revenue account (101-0000-399-39900) in the amount of \$54,128 (\$138,002 + \$90,906 + 5% contingency in the amount of \$4,545 + a \$5,000 utility relocation allowance) = \$238,453.)

### **Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

### **ATTACHMENTS:**

Description	Upload Date	Type
SW54th Place Drainage Reso - TA Approved	9/6/2017	Resolution

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF NINETY THOUSAND NINE HUNDRED AND FIVE DOLLARS AND TWENTY CENTS (\$90,905.20) WITH WILLIAMS PAVING INC. TO COMPLETE THE SW 54TH PLACE AND SW 195TH TERRACE DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016/2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage project along SW 54<sup>th</sup> Place and SW 195<sup>th</sup> Terrace; and

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

**WHEREAS**, the Town budgeted \$109,200 for all drainage improvements in the FY 2016-2017 Town Budget and has approximate carryover Transportation Fund restricted fund balance available for Drainage capital projects from FY 2015-2016 in the amount of \$75,125, totaling \$184,325, of which, the Town has spent \$138,002; and

**WHEREAS**, on July 21, 2017, the Town advertised Invitation for Bid (IFB) 17-005 for the SW 54<sup>th</sup> Place and SW 195<sup>th</sup> Terrace Drainage Improvement Project; and

**WHEREAS**, on August 21, 2017, the Town received thirteen (13) responses; and

**WHEREAS**, after reviewing the bids, it was determined that Williams Paving Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, Williams Paving Inc.'s bid tabulation, as the lowest responsive and responsible bidder, came in at \$90,905.20; and

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

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

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

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

**Section 2.** The Town Council hereby approves executing an Agreement in the amount of Ninety Thousand Nine Hundred Five Dollars and Twenty cents (\$90,905.20) with Williams Paving Inc. for the drainage project at SW 54<sup>th</sup> Place and SW 195<sup>th</sup> Terrace, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves the budget amendment for the drainage improvements as follows: increasing the Transportation Fund – Infrastructure Drainage expenditure account (101-5100-541-63260) and increasing the Transportation Fund – Appropriated Fund Balance – revenue account (101-0000-399-39900) in the amount of \$54,128 (\$138,002 + \$100,451 [low bid price plus 5% contingency and a \$5,000 utility relocation allowance] = \$238,453).

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Shroeder \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

114370358.1

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

August 10, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

**MOTION:** TO MOVE ITEM 10 OUT OF ORDER.

Representative Richard Stark spoke about the need to make texting while driving a primary offense. By doing so, this would allow law enforcement to help modify driver behavior thereby reducing traffic accidents and fatalities.

Resolutions

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE EFFORTS OF THE FLORIDA DON'T TEXT AND DRIVE COALITION BY URGING THE FLORIDA LEGISLATURE TO MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**3. Public Comment**

No members of the public addressed the Town Council.

**4. Board Reports**

None were presented.

## **5. Council Member Comments**

Vice Mayor Breitkreuz advised that a discussion item would be brought before the Town Council on August 24<sup>th</sup> concerning code enforcement of commercial uses.

Council Member Jablonski advised that Bingo at the Barn, would be held on the 12<sup>th</sup> of August but unfortunately was already sold out. He also reminded everyone that the Division of Motor Vehicles FLOW program would be onsite at Town Hall on August 24<sup>th</sup>. On August 25, the Schools and Education Advisory Board would be holding a food truck fundraiser at the Sunshine Ranches Equestrian Park in conjunction with Hawks Bluff Elementary School. He urged everyone to attend the Budget Workshop on August 22<sup>nd</sup>. Council Member Jablonski distributed a handout which compared the property tax revenue received from commercial parcels and residential parcels within the Town. He believed that the difference between the two revenue streams was minimal and therefore supported restricting commercial development. Council Member Schroeder believed that the Town was actually losing money when property was undeveloped. Vice Mayor Breitkreuz opined that while the one-time revenues from commercial development would exceed that of residential development he believed the costs to serve commercial development would exceed that of residential development annually. He felt that Council Member Jablonski's analysis served as a great reminder that the Town was formed to protect open space and the rural lifestyle. Council Member Fisikelli felt that people were attracted to develop in the Town because of our unique character and felt that was more valuable than commercial tax base revenue.

Mayor McKay advised that in anticipation of the budget workshop he wished to take a closer look at the expenses related to the Volunteer Fire Rescue Department.

## **6. Legal Comments**

Town Attorney Poliakoff spoke of the summary judgement motion with Pembroke Pines. The judge ruled that the parties needed to go to trial to resolve the matter.

## **7. Administration Comments**

Town Administrator Berns offered no comments.

### Ordinance – 2<sup>nd</sup> Reading

**8.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING ORDINANCE NO. 2017-03's PROHIBITION OF CANNABIS-RELATED USES IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on 1st Reading - July 27, 2017}

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

**MOTION:** TO APPROVE THE ORDINANCE.

Resolutions

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF FORTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS AND EIGHTY-TWO CENTS (\$43,220.82), TO COMPLETE THE SW 166TH AVENUE STRIPING PROJECT AND THE HANCOCK ROAD STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION SUBJECT TO AMENDING THE CORRECT CONTRACT AMOUNT OF \$34,267.08.

**11.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE ZONING IN PROGRESS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES, AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii); ADDING INTO THE ZONING IN PROGRESS THE INSTALLTION OF FIBER FOR BACKHAUL, WITHIN THE TOWN'S RIGHTS-OF-WAY; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS UNTIL THE EARLIER OF THE DATE THE TOWN ADOPTS ITS CODE REVISIONS OR DECEMBER 31, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION:** TO APPROVE THE RESOLUTION.

**12. Approval of Minutes**

- a. June 22, 2017 Regular Meeting
- b. June 29, 2017 Special Meeting
- c. July 13, 2017 Regular Meeting

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

**MOTION:** TO APPROVE THE MINUTES.

**13. Adjournment** - Meeting was adjourned at 7:43 p.m.

*Respectfully submitted:*

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*Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on  
this 13th day of September, 2017.*

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*Doug McKay, Mayor*

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