



Southwest Ranches Town Council

REGULAR MEETING Agenda of October 14, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Proclamation for Arbor Day**
4. **Presentation on Coyotes by Kristen Hoss**
5. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

Ordinance - 2nd Reading

10. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED 49 STREET RIGHT-OF-WAY RECORDED IN O.R. BOOK 38262, PAGE 1888 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF PARCEL "B," ALDERMAN PARCELS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 172, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD**

COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 49 STREET EXTENDING 330 FEET ON EITHER SIDE OF SW 192 TERRACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-29-21) {Approved on First Reading September 23, 2021}

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED ROAD EASEMENT RECORDED IN O.R. BOOK 19831, PAGE 475 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF TRACT 64 IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 54TH PLACE BETWEEN SW 207 TERRACE AND SW 208 LANE AND A PORTION OF SW 207TH TERRACE EXTENDING APPROXIMATELY 650 FEET NORTH OF SW 54 PLACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-30-21) {Approved on First Reading September 23, 2021}

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES LLC IN THE AMOUNT OF SIXTY-SIX THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$66,184.00) FOR THE SW 202ND AVENUE AND SW 50TH STREET DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APROVING A BUDGET AMENDMENT, AND PROVIDING FORAN EFFECTIVE DATE.

13. Approval of Minutes

- a. July 29, 2021 Regular Meeting
- b. August 12, 2021, Regular Meeting
- c. August 26, 2021 Regular Meeting
- d. September 20, 2021 Executive Session

14. Adjournment

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

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

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WHEREAS, in 1872, Sterling Morton Proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, is now observed throughout the Nation and the world, and

WHEREAS in accordance with the Policies and Goals of the Town of Southwest Ranches' Comprehensive Plan, Adopted May 8, 2003, the Town set forth measurable objectives for the protection and enhancement of critical ecological systems integral to South Florida's and the Town's natural environment, including the maintenance and improvement of Air Quality by increasing tree coverage in the Town and by meeting the standards to become recognized by the National Arbor Day Foundation as a "Tree City USA," and

WHEREAS, On December 20, 2007, Southwest Ranches was recognized as a Tree City USA, and

WHEREAS, continuing to meet the standards for designation as a Tree City USA provides direction for management of the Town's tree resources, encourages public education about tree care, and promotes a sense of pride in the community, and

WHEREAS, Southwest Ranches has continued to meet all standards and requirements for continuing designation as Tree City USA, and will be recognized in 2021 for its fifteenth consecutive year, and

WHEREAS, annual proclamation of Arbor Day in Southwest Ranches is a requirement for continuing recognition as Tree City USA, and

WHEREAS trees reduce the erosion of topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that annually, the third Friday in January shall be recognized as Arbor Day in the Town of Southwest Ranches. Further the Council urges all citizens to celebrate Arbor Day, to support efforts to protect our tree resources, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this ____th day of _____, 2021

Mayor Steve Breitkreuz

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 10/14/2021
SUBJECT: Presentation on Coyotes by Kristen Hoss

Recommendation

Residents are having difficulties dealing with wildlife interactions. Education on human interactions with wildlife may assist the community in coming to grips with this important and pervasive issue.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

C. Reliable Public Safety

Background

At recent Council meetings, residents have expressed concern with regard to the presence of coyotes in Southwest Ranches.

Kristen Hoss is an environmental educator and an ecologist with over 30 years of experience in the field of ecology and the management of natural areas and wildlife. She earned her master's degree in Conservation Ecology and Wildlife Sciences. She coordinates the University of Florida's Florida Master Naturalist program in Broward County.

As Executive Director of Youth Environmental Alliance, whose mission is to deliver education programs and facilitate participation in environmental activities to diverse persons of all abilities, Kristen works together with a team responsible for connecting approximately 12,000

youths, 7000 adults and 300 corporate employees a year to Florida's and global ecosystems. Promoting stewardship, encouraging community involvement to reduce our impact on the environment, and fostering social, emotional, and economic development.

Kristen has worked as a Wildlife Biologist with multiple agencies in Arizona and in Florida, dealing with wildlife issues and human-wildlife interactions, including:

- 1) USDA's Arizona Wildlife Services Division which researches wildlife behavior and habits and mitigates human-wildlife interactions
- 2) Arizona Game and Fish Commission
- 3.) Helped run daily operations at two wildlife rehabilitation facilities, rehabilitating injured and orphaned wildlife and releasing back into the wild
- 4.) Florida Fish and Wildlife Conservation Commission, working in multiple capacities.

Kristen's work has been featured on the National Geographic Channel, Wildlife Views TV program, the Pompano Forum, The Pelican, the Miami Herald, Poder and By the Sea Times.

Kristen has personal and professional experience of living with the challenges presented by coyotes; on multiple levels from a personal pet-owning and safety perspective as well as an ecological and behavioral perspective.

Fiscal Impact/Analysis

No impact

Staff Contact:

December Lauretano-Haines, Parks Recreation and Open Space Manager

ATTACHMENTS:

Description	Upload Date	Type
Kristen Hoss	9/28/2021	Backup Material



Kristen Hoss
Youth Environmental Alliance
Cell: 248-933-1069
kristen@yeafrog.org

Kristen Hoss is an environmental educator and an ecologist with over 30 years of experience in the field of ecology and the management of natural areas and wildlife. She earned her master's degree in Conservation Ecology and Wildlife Sciences. She is a lead instructor for the University of Florida's Florida Master Naturalist program in Broward County.

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 10/14/2021
SUBJECT: ORDINANCE VACATING PORTION OF SW 49 STREET

Recommendation

Staff finds that the subject right-of-way is not needed for roadway or trail purposes, and that the vacation request does not appear to conflict with the health, safety and welfare of Town residents. Vacation of a public road right-of-way is a legislative function, giving the Town Council the discretion to vacate or retain the right-of-way as a matter of policy. Should the Council vacate the right-of-way, it should do so with the condition recommended in the staff report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioners own Lot B1 and Lot B3 of the Alderman Parcels Plat. The lots border the north side of SW 49 Street. The Petitioners are applying to vacate the north 20 feet of the 70-foot corridor abutting their lots. This 660-foot portion of SW 49th Street is unimproved, as is the majority of its 4,900-foot length between SW 196 Lane and Akai Drive. Please refer to the staff report for full detail.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Vacating Portion of SW 49 Street - TA Approved	9/16/2021	Ordinance
Exhibit "A" to Ordinance - Sketch and Legal	9/16/2021	Backup Material
Staff Report	9/10/2021	Executive Summary
Survey showing existing Rights-of-Way	9/16/2021	Backup Material
Mail Notice Radius Map	9/11/2021	Backup Material
Mail Notice Mailing List	9/11/2021	Backup Material

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED 49 STREET RIGHT-OF-WAY RECORDED IN O.R. BOOK 38262, PAGE 1888 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF PARCEL "B," ALDERMAN PARCELS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 172, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 49 STREET EXTENDING 330 FEET ON EITHER SIDE OF SW 192 TERRACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-29-21)

WHEREAS, Babu and Asha Varghese and Southwest Concepts, LLC ("Petitioners") seek to vacate the road right-of-way described in Exhibit "A" hereto; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the unimproved right-of-way is not used to access adjoining properties; and

WHEREAS, the Town Council finds that all properties adjoining the subject right-of-way have alternate means of access; and

WHEREAS, the Town Council finds that the right-of-way is not needed for any public purpose, and that the vacation request will not otherwise conflict with the health, safety, and welfare of Town residents.

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

Section 1. Adoption of recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Right-of-way vacation. The Town Council hereby authorizes the vacation and abandonment of the right-of-way described in Exhibit "A," which is attached hereto and made a part hereof.

Section 3. Effectuation. The Town Attorney, Town Administrator and Mayor are hereby authorized to prepare and execute any and all documents necessary to effectuate the intent of this Ordinance.

Section 4. Recordation. The Town Clerk is hereby directed to record a copy of this Ordinance in the Public Records of Broward County, Florida.

Section 5. Conflict. 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 6. 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 7. Effective date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this __ day of ____, 2021 on a motion made by Council Member _____ and seconded by Council Member _____.

PASSED ON SECOND READING this this __ day of ____, 2021 on a motion made by Council Member _____ and seconded by Council Member _____.

[Signatures are on Following Page]

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.438.01

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EXHIBIT 'A'

SKETCH AND LEGAL DESCRIPTION OF VACATED RIGHT-OF-WAY

(ATTACHED)



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

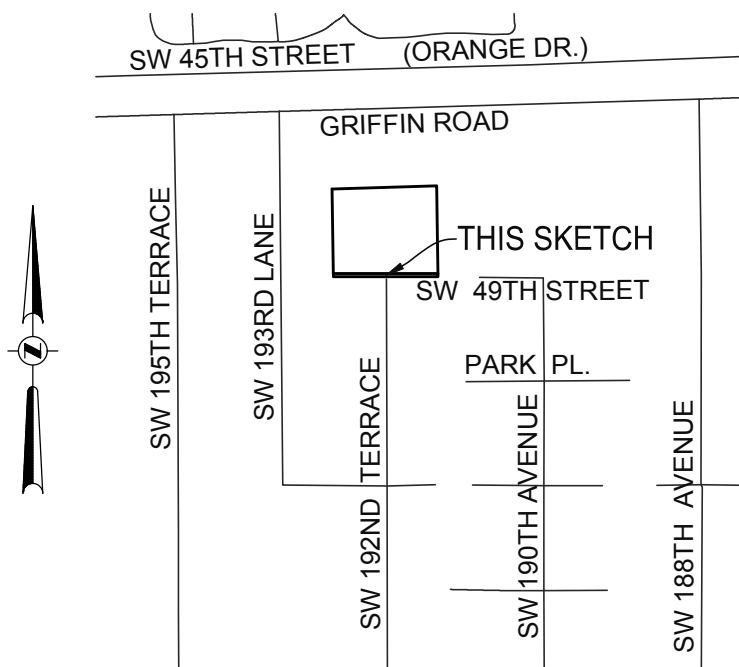
CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION: 20 FOOT RIGHT-OF-WAY TO BE VACATED**

THE NORTH 20 FEET OF THE 35 FOOT WIDE RIGHT-OF-WAY DEDICATION AND UTILITY AND DRAINAGE EASEMENT RECORDED IN QUIT CLAIM DEED IN OFFICIAL RECORDS BOOK 38262, PAGE 1888 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 20.00 FEET OF THE SOUTH 35.00 FEET OF PARCEL "B", "ALDERMAN PARCELS" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 13,219 SQUARE FEET (0.3035 ACRES), MORE OR LESS.

**LOCATION MAP**

NOT TO SCALE

NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE SOUTH LINE OF PARCEL "B" BEING S89°55'38"W.
2. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

FILE: ABTECH ENGINEERING, INC.**SCALE: N/A****DRAWN: LS/DCW/BB****ORDER NO.: 68158****DATE: 2/16/21; REVISED 7/22/21****20' RIGHT-OF-WAY VACATION, SW 49TH ST****SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA****FOR: ALDERMAN PARCELS****SHEET 1 OF 2**THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2**John F Pulice**Digitally signed by John F Pulice
Date: 2021.07.28 14:15:58 -04'00'

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 - ☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 - ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 - ☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
- STATE OF FLORIDA



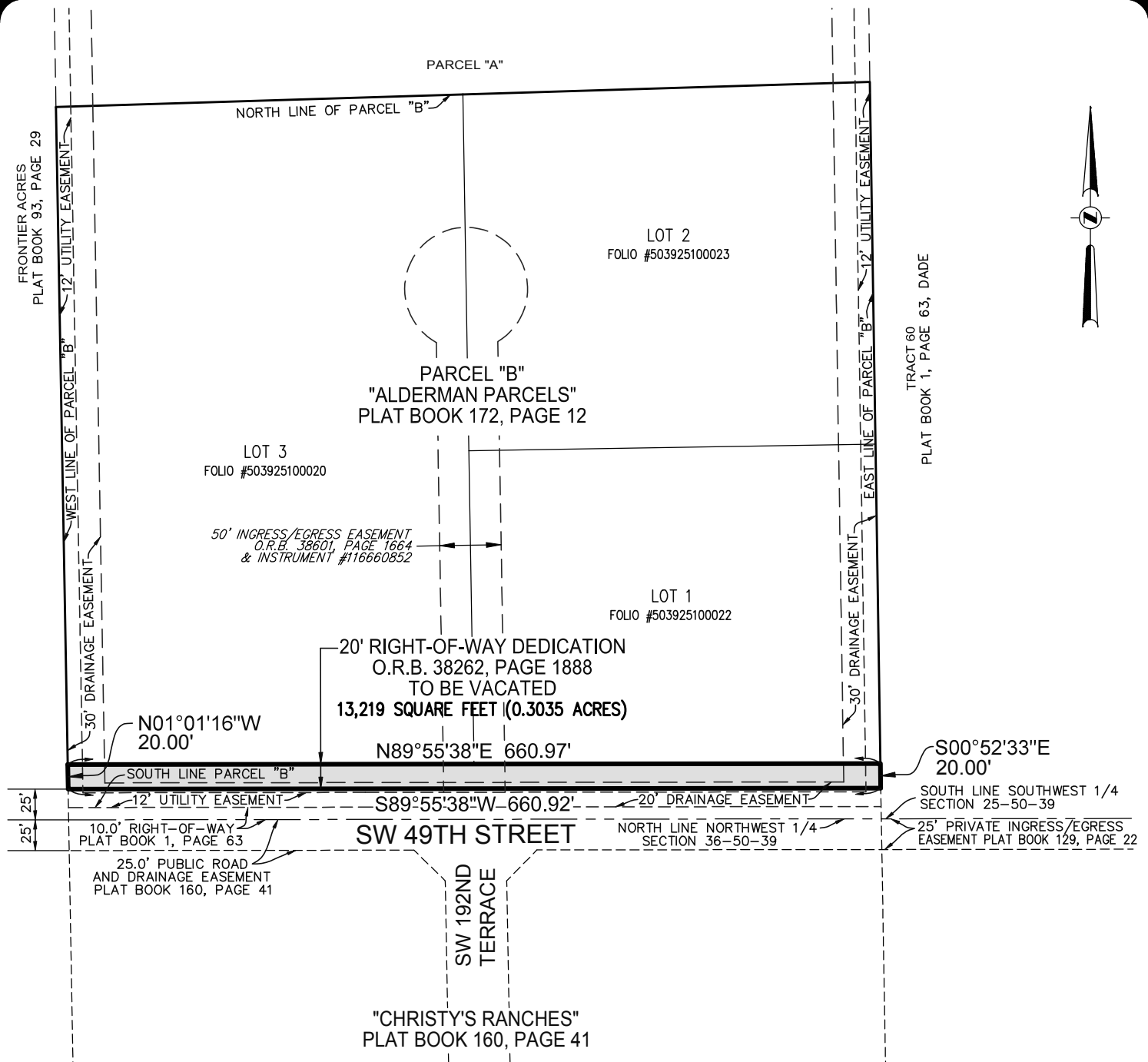
SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



FILE: ABTECH ENGINEERING, INC.

SCALE: 1"=120'

DRAWN: LS/DCW/BB

ORDER NO.: 68158

DATE: 2/16/21; REVISED 7/22/21

20' RIGHT-OF-WAY VACATION, SW 49TH ST

SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

FOR: ALDERMAN PARCELS

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

September 23, 2021

SUBJECT: Vacation of right-of-way, Application No. VC-29-21

LOCATION: A portion of SW 49th Street generally extending 330 feet to the east and 330 feet to the west of SW 192 Terrace.

**OWNER/
PETITIONER:** Babu and Asha Varghese, and Southwest Concepts, LLC

AGENT: Pulice Land Surveyors, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches (1 DU / 2.0 net or 2.5 gross acres)

ZONING: A-1 – Agricultural Estate

EXHIBITS: Staff report, Ordinance, aerial photograph, sketch and legal description of easement to be vacated, mail notice map and mailing list.

BACKGROUND AND ANALYSIS

The Petitioners own Lot B1 and Lot B3 of the Alderman Parcels Plat. The lots border the north side of SW 49 Street. The Petitioners are applying to vacate the north 20 feet of the 70-foot corridor abutting their lots. This 660-foot portion of SW 49th Street is unimproved, as is the majority of its 4,900-foot length between SW 196 Lane and Akai Drive. The only improved section is a 900-foot segment located about 300 feet east of the subject right-of-way that provides access to 4 homes and terminates at the canal that borders Fishing Hole Park.

The SW49th Street corridor is comprised of both public right-of-way and road easements throughout its length. The width of the corridor ranges from 15 feet to 50 feet except for the anomalous 70-foot section abutting the Petitioners' properties. The full 70-foot width would not be needed if the street were to eventually be improved as an east-west connector. The requested abandonment would reduce this portion of the corridor to a width of 50 feet consistent the Town's minimum requirement. The resulting 50-foot corridor would align with the other segments of the corridor to the east and west.

The vacated right-of-way would revert to the Petitioners, increasing the size of Lot 3 from 3.79 net acres to 3.93 net acres, and increasing the size of Lot 1 from 1.8 net

acres to 1.9 net acres. If the subject right-of-way is vacated, neither lot will have enough resulting lot area to be legally subdivided.

Letters of no objection are on file from applicable utilities.

RECOMMENDATION

Staff finds that the subject right-of-way is not needed for roadway or trail purposes, and that the vacation request does not appear to conflict with the health, safety and welfare of Town residents. Vacation of a public road right-of-way is a legislative function, giving the Town Council the discretion to vacate or retain the right-of-way as a matter of policy. Should the Council vacate the right-of-way, staff recommends the following condition:



1. Prior to second reading, Babu and Asha Varghese shall execute a deed restriction deemed acceptable as to form by the Town Attorney, prohibiting a second home from being constructed on any part of the property.

VACATION APPLICATION NO. VC-29-21

SW 49TH STREET CORRIDOR AERIAL MAP



Legend

-  Improved Segment of 49th Street
-  Petitioners' Properties

Scale:

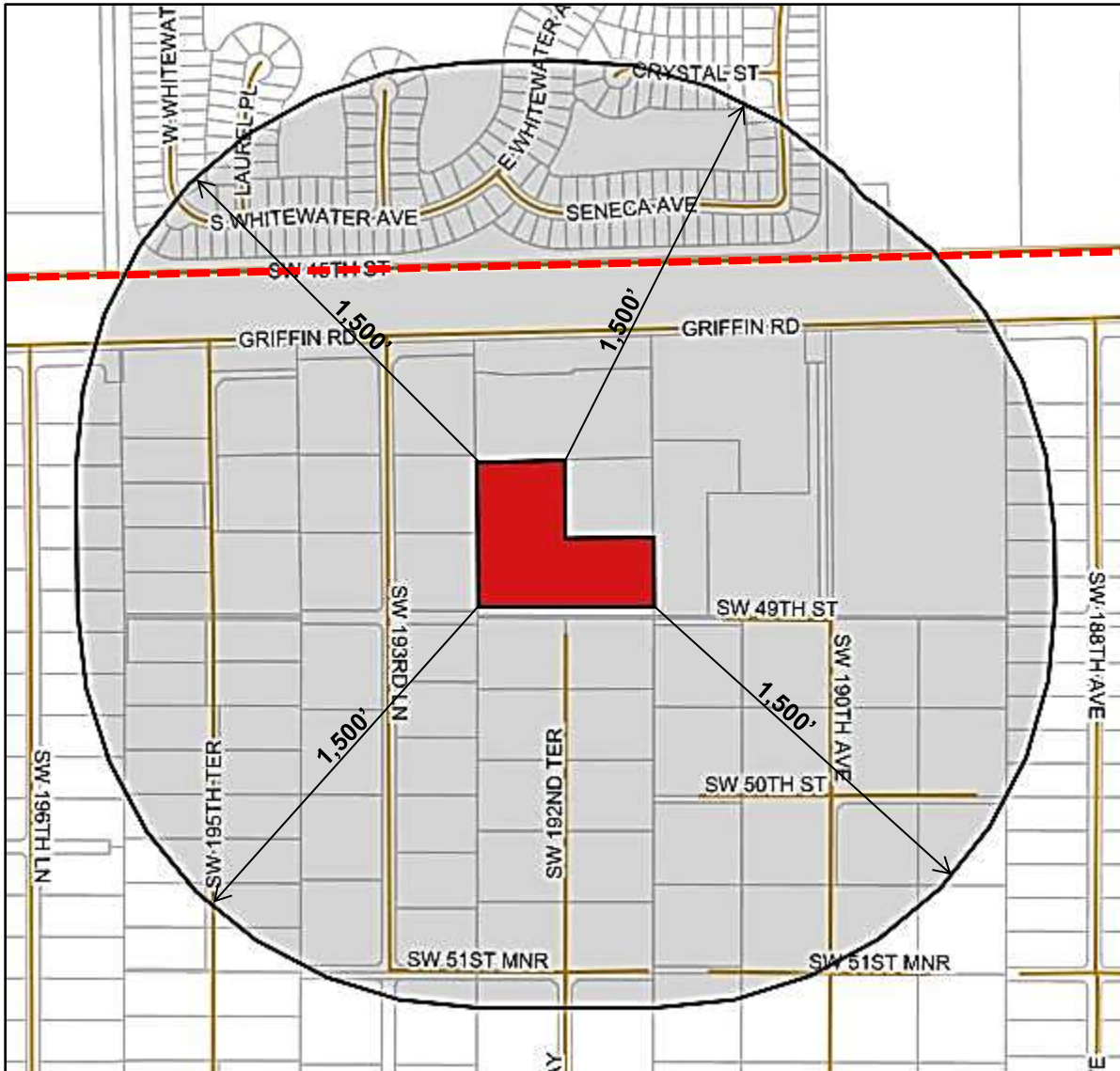


SUBJECT RIGHT-OF-WAY LOCATION AERIAL MAP





1,500' RADIUS MAP



SUBJECT: 4801 SW 192 Terrace, Southwest Ranches, FL 33332

FOLIO NUMBER: 5039 25 10 0020

ABBREV. LEGAL DESCRIPTION: ALDERMAN PARCELS 172-12 B PARCEL B LESS S 35 & LESS LOTS 1 & 2 PER OR 40003/910 - Please refer to a Boundary Survey for Full Legal Description

FOLIO NUMBER: 5039 25 10 0022

ABBREV. LEGAL DESCRIPTION: ALDERMAN PARCELS 172-12 B PORTION PARCEL B DESC AS:COMM SW COR PAR B,E 330.44 ALG S/L TO POB,N 289.82,E 330.77,S 294.73,W 330.44 TO POB,LESS S 35 THEREOF PER OR 38262/1888 AKA:LOT 1 - Please refer to a Boundary Survey for Full Legal Description

TOWN LIMITS -----

Name 1	Name 2	Address	City	State	Zip	Country
AHUMADA, SARA A		4870 SW 196 LN	SOUTHWEST RANCHES	FL	33332	USA
AIRD, CYNTHIA H/E	AIRD, CHRISTOPHER	5016 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
ALADE, MOSES & JOSEPHINE		4901 SW 193 LANE	SOUTHWEST RANCHES	FL	33332	USA
ALDERMAN FAMILY FOUNDATION INC		1594 NW 183 AVE	PEMBROKE PINES	FL	33029	USA
ALVAREZ, JORGE A	ALVAREZ, MARIA G	5051 SW 192 TER	SOUTHWEST RANCHES	FL	33332	USA
AMODIE, WAYNE K JR	AMODIE, SHERESE	4911 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
BATTON, JAMES A & PALLIE J		5001 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
BELL, JAMES K & JULIA L	BELL FAM TR	4747 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
BERGERON, DONALD & MARIE		5000 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
BETANCOURT, CARLOS	GODOY, LUCILA	4980 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
BOWLES-TOURAL, PATRICIA	TOURAL, JAIME	19100 SW 50 ST	SOUTHWEST RANCHES	FL	33332	USA
BREITKREUZ, STEVE J & HELEN D		5120 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
BRIDGMAN, JAMES & DEBBRA		4801 SW 193 LANE	SOUTHWEST RANCHES	FL	33332	USA
BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	USA
COAKLEY, D'LAN & CALIA H		4921 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
COLELLA, KARI	COLELLA, STEPHEN W	5130 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
CONNER, EUGENE K & ELIZABETH A		4901 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
CROW, KENNETH &	BASILE, MARGARET J	4951 SW 193 LANE	SOUTHWEST RANCHES	FL	33332	USA
DELOZIER, JOHN L III & JOHANNA F		4860 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
DEVABHAKTUNI, VENU & NALINI		6607 NW 109 AVE	PARKLAND	FL	33076	USA
DIAZ SUAREZ, NAYELIS		4861 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
DIAZ, KATRINA D		5030 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
DIXON, DARRYL GLENN & MARIE MILAM		4700 SW 196 LN	SOUTHWEST RANCHES	FL	33332	USA
DOHRING, GREGORY C &	DOHRING, MICHELLE W	4800 SW 196 LANE	SOUTHWEST RANCHES	FL	33332	USA
DUVERGLAS, GERLY & CHARLES		5015 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
EASTMAN, JOHN W		4801 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
ELLAWISH LLC		7311 NW 12 ST #20	MIAMI	FL	33126	USA
FLORIDA POWER & LIGHT CO	ATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408	USA
FRANCIS, CHANDRAMA H/E	FRANCIS, RENRICK	4701 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
FRANCIS, JAMES M & JESSICA F		5030 SW 193 LANE	SOUTHWEST RANCHES	FL	33332	USA
FRANKOWSKI, PAULETTE M H/E	FRANKOWSKI, JOSEPH A	4980 SW 192 TER	SOUTHWEST RANCHES	FL	33332	USA
FUNG, NOEL J H/E	MOORE, NICOLE	4970 SW 193 LANE	SOUTHWEST RANCHES	FL	33332	USA
GARCIA, MANUEL P & LOURDES		4900 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
GATOR FUND LLC		6183 MIAMI LAKES DR	MIAMI LAKES	FL	33014	USA
GOLDFARB, J & JANET A		5001 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
GOMEZ-MARTINEZ, TANIA	MARTINEZ, JORGE	19100 SW 49 ST	SOUTHWEST RANCHES	FL	33332	USA
GONZALEZ, ARIEL & KARLA		5061 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
GONZALEZ, JHON & JOHANA	JHON, GONZALEZ & JOHANA TRSTEE	18901 SW 50 ST	SOUTHWEST RANCHES	FL	33332	USA

GRAVERAN, NELSON & ISABEL C		5090 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA
GRIFFIN ROAD 345 PROPERTY	OWNERS ASSOCIATION INC	PO BOX 820493		PEMBROKE PINES	FL	33082	USA
HALSEY, ROBERT		4951 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA
HASSON, MILDREY & SALAH		19001 SW 50 ST		SOUTHWEST RANCHES	FL	33321	USA
HERNANDEZ, JUANA	MORALES, FIDEL A & ODALIS	4880 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
HERNANDEZ, MICHAEL H		4860 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
HINCAPIE, ALONSO & LUZ M		4921 SW 188 AVE		SOUTHWEST RANCHES	FL	33332	USA
HOUGHTALING, BYRON N & DENISE		4810 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
JOE'S LANDSCAPING INC		10344 NW 128 TER		HIALEAH GARDENS	FL	33018	USA
KANTNER, TANYA L		4811 SW 188 AVE		SOUTHWEST RANCHES	FL	33332	USA
LANDWORKS DEPOT INC	% RICK SPEERS	14530 MARVIN LN		SOUTHWEST RANCHES	FL	33330	USA
LOO, FERN H/E	LOO, SORAYA	4911 SW 190 AVE		SOUTHWEST RANCHES	FL	33332	USA
LOPEZ MORENO, JUAN C		4981 SW 195 TER		SOUTHWEST RANCHES	FL	33332	USA
LOPEZ, GILBERTO & ISABEL C		5000 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA
LUCAS, DIANE L ARANA		5070 SW 193 LANE		SOUTHWEST RANCHES	FL	33332	USA
MARLEY, FRANK E	CRESPO, ANEIK A M	4831 SW 193 LN		SOUTHWEST RANCHES	FL	33332	USA
MARTIN, DAYANNA H	MARTIN, NELSON F	18900 SW 49 ST		SOUTHWEST RANCHES	FL	33332	USA
MARTINEZ, ALEXANDER F & DEBORAH L		4850 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
MCCOY, LINDA A		5031 SW 195 TER		SOUTHWEST RANCHES	FL	33332	USA
MCEACHIN, VICTOR W		5000 SW 193 LN		SOUTHWEST RANCHES	FL	33332	USA
MESSNER, HOWARD G		5490 SW 42 ST		DAVIE	FL	33314	USA
MINESSALE, JAMES M & HILARY C		4901 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA
MORRIS, DEBORAH H/E	MORRIS, GEORGE L	5155 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA
NELCHRIS PROPERTIES LLC		3450 W 84 ST STE 201		HIALEAH	FL	33018	USA
ORTEGA, EVERETTE & HEIDI		19100 SW 51 MNR		SOUTHWEST RANCHES	FL	33332	USA
ORTEGA, JUAN		18951 SW 51 MNR		SOUTHWEST RANCHES	FL	33332	USA
ORTIZ, FABIO & KATIUSKA		4840 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
ORTIZ, NATALIE P		1115 CREEKFORD DR		WESTON	FL	33326	USA
PENA, IRVIN H/E	HERNANDEZ, JAIDZY	5001 SW 193 LN		SOUTHWEST RANCHES	FL	33332	USA
PENALVER, ALBERTO G & NORA E		4930 SW 193 LN		SOUTHWEST RANCHES	FL	33332	USA
PREIFFER, WILLIAM JR & LISA MARIE		4729 SW 195 TER		SOUTHWEST RANCHES	FL	33332	USA
PIERRE, RUBENS & MERLINE C		4900 SW 190TH AVE		SOUTHWEST RANCHES	FL	33332	USA
PINEDA, MARIA T		4900 SW 193 LN		SOUTHWEST RANCHES	FL	33332	USA
PUBLIC LAND	% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD		SOUTHWEST RANCHES	FL	33330	USA
RAGBEER, CARY & TANYA		4820 SW 196 LANE		SOUTHWEST RANCHES	FL	33332	USA
REINIG, MICHAEL R & ELLEN F		4801 SW 195 TERRACE		SOUTHWEST RANCHES	FL	33332	USA
REYES, GINO	MASIHY, MYRIAM	4901 SW 195 TER		SOUTHWEST RANCHES	FL	33332	USA
REYNOLDS, DAMON & ELISABETH		4841 SW 188 AVE		SOUTHWEST RANCHES	FL	33332	USA
RIVCHIN, JAMES R H/E	RIVCHIN, DENISE A	5091 SW 192 TER		SOUTHWEST RANCHES	FL	33332	USA

ROBINSON, SHARON LEIGH	ROBINSON FAM TR	4920 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
ROCCATAGLIATA, GABRIEL		4830 SW 196 LN	SOUTHWEST RANCHES	FL	33332	USA
ROMANSKI, MICHAEL F JR & MARY A		6500 IBIS WAY	COCONUT CREEK	FL	33073	USA
SAID, JEANETTE		5001 SW 192 TER	SOUTHWEST RANCHES	FL	33332	USA
SAJAN S SAMUEL REV LIV TR	SAMUEL, SAJAN S TRSTEE	1620 WORCESTER RD #B331	FRAMINGHAM	MA	01702	USA
SALSBUURY, ROBERT H/E	SALSBUURY, HELEN	5151 SW 190 AVE	SOUTHWEST RANCHES	FL	33332	USA
SANDEFUR, WILLIAM JR & MARSHA		4831 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
SGARLATA, MARK ANTHONY	SGARLATA, DOMENICK & DAWN	19000 SW 50 ST	SOUTHWEST RANCHES	FL	33332	USA
SIEGMEISTER, JOSHUA ALEC		18950 SW 50 ST	SOUTHWEST RANCHES	FL	33332	USA
SOUTH FLORIDA WATER MANAGEMENT	DISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	USA
SOUTHWEST CONCEPTS LLC		4560 SW 192 TER	SOUTHWEST RANCHES	FL	33332	USA
SPEER, RICHARD M		14530 MARVIN LANE	SOUTHWEST RANCHES	FL	33330	USA
STEARNS, JOSEPH & PAMELA	JOSEPH A STEARNS LIV TR ETAL	19000 SW 51 MNR	SOUTHWEST RANCHES	FL	33332	USA
STRINGER, DONALD &	STRINGER, MELINDA	4851 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
TEBBE, CRYSTAL		4830 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
TOWN OF SOUTHWEST RANCHES		13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330	USA
VANKESSEL, THEODORE J & TERESA J		4701 SW 195 TER	SOUTHWEST RANCHES	FL	33332	USA
VARGHESE, ASHA & BABU		1622 SW 103 LN	DAVIE	FL	33324	USA
VEGA, CARLOS A MARTIN		5150 SW 192 TER	SOUTHWEST RANCHES	FL	33332	USA
VETRIQORE LLC		10601 STATE ST STE 5	TAMARAC	FL	33321	USA
VIGOA PROPERTIES LLC		1877 HARBOR POINTE CIR	WESTON	FL	33327	USA
VIGOA, LUIS		2534 HUNTERS RUNWAY	WESTON	FL	33327	USA
VILLA, JOSE V		4821 SW 188 AVE	SOUTHWEST RANCHES	FL	33332	USA
VOGELER, JESSIKA E H/E	TUR, JOSE	18951 SW 50 ST	SOUTHWEST RANCHES	FL	33332	USA
ZIMMERMAN, ROBERT & BETH		18901 SW 51 MNR	SOUTHWEST RANCHES	FL	33332	USA

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 10/14/2021
SUBJECT: ORDINANCE - MARTELL ROAD EASEMENT VACATION

Recommendation

Staff finds that the subject easement is not needed for roadway or trail purposes, and that the vacation request does not appear to conflict with the health, safety and welfare of Town residents. Vacation of a public road easement is a legislative function, giving the Town Council the discretion to vacate or retain the road easement as a matter of policy. Should the Council vacate the easement, it should be pursuant to the conditions enumerated in the staff report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioners are applying to vacate a portion of a road easement within their property--originally granted to Broward County by one of the Petitioners, located at the northeast quadrant of the SW 54th Place and SW 208th Lane ("Property"). The subject road easement runs along the south and east sides of the Property as SW 54th Street and SW 207th Terrace, respectively. Please refer to the staff report for full detail.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Martell Road Easement - TA Approved	9/16/2021	Ordinance
Exhibit "A" to Ordinance: Sketch and Legal	9/10/2021	Exhibit
Staff report	9/10/2021	Executive Summary
Mail Notice Radius Map	9/10/2021	Backup Material
Mail Notice Mailing List	9/10/2021	Backup Material

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING A PORTION OF UNIMPROVED ROAD EASEMENT RECORDED IN O.R. BOOK 19831, PAGE 475 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING A PORTION OF TRACT 64 IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF SW 54TH PLACE BETWEEN SW 207 TERRACE AND SW 208 LANE AND A PORTION OF SW 207TH TERRACE EXTENDING APPROXIMATELY 650 FEET NORTH OF SW 54 PLACE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-30-21)

WHEREAS, Mary Katherine Boyett-Martell and Lawrence Martell ("Petitioners") seek to vacate the road easement described in Exhibit "A" hereto; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the unimproved subject easement is not used to access adjoining properties; and

WHEREAS, the Town Council finds that all properties adjoining the subject easement have alternate means of access; and

WHEREAS, the Town Council finds that the subject easement is not needed for any public purpose, and that the vacation request will not otherwise conflict with the health, safety, and welfare of Town residents.

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

Section 1. Adoption of recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Right-of-way vacation. The Town Council hereby authorizes the vacation and abandonment of easement described in Exhibit "A," which is attached hereto and made a part hereof.

Section 3. Effectuation. The Town Attorney, Town Administrator and Mayor are hereby authorized to prepare and execute any and all documents necessary to effectuate the intent of this Ordinance.

Section 4. Recordation. The Town Clerk is hereby directed to record a copy of this Ordinance in the Public Records of Broward County, Florida.

Section 5. Conflict. 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 6. 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 7. Effective date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this __ day of ____, 2021 on a motion made by Council Member _____ and seconded by Council Member _____.

PASSED ON SECOND READING this this __ day of ____, 2021 on a motion made by Council Member _____ and seconded by Council Member _____.

[Signatures are on Following Page]

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.436.01

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EXHIBIT 'A'

SKETCH AND LEGAL DESCRIPTION OF VACATED EASEMENT

(ATTACHED)



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION:**

A PORTION OF THE ROAD EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 19831, PAGE 475, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A PORTION OF TRACT 64, IN SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST, "EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGINNING AT THE SOUTHEAST CORNER OF TRACT A, "VALDES PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 153, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°48'28" EAST 30.00 FEET; ALONG THE NORTH LINE OF SAID TRACT 64, ALSO BEING THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT A TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SW 207th TERRACE, ALSO BEING THE EAST LINE OF SAID TRACT 64, LYING 10 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 00°13'54" EAST ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE 635.74 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW 54th PLACE, BEING A LINE LYING 15 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 64, ALSO BEING A LINE LYING 25 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°49'12" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID PARALLEL LINE 269.66 FEET TO A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY DEDICATION RECORDED IN OFFICIAL RECORDS BOOK 45420, PAGE 35 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 45°12'06" WEST ALONG SAID EASTERLY LINE 21.22 FEET; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID ROAD EASEMENT, 1) NORTH 89°49'12" EAST, ALONG A LINE LYING 15 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE 224.64 FEET; 2) NORTH 44°47'39" EAST 42.45 FEET; 3) NORTH 00°13'54" WEST ALONG A LINE LYING 30 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE 590.71 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 23,230 SQUARE FEET, MORE OR LESS.

NOTES:

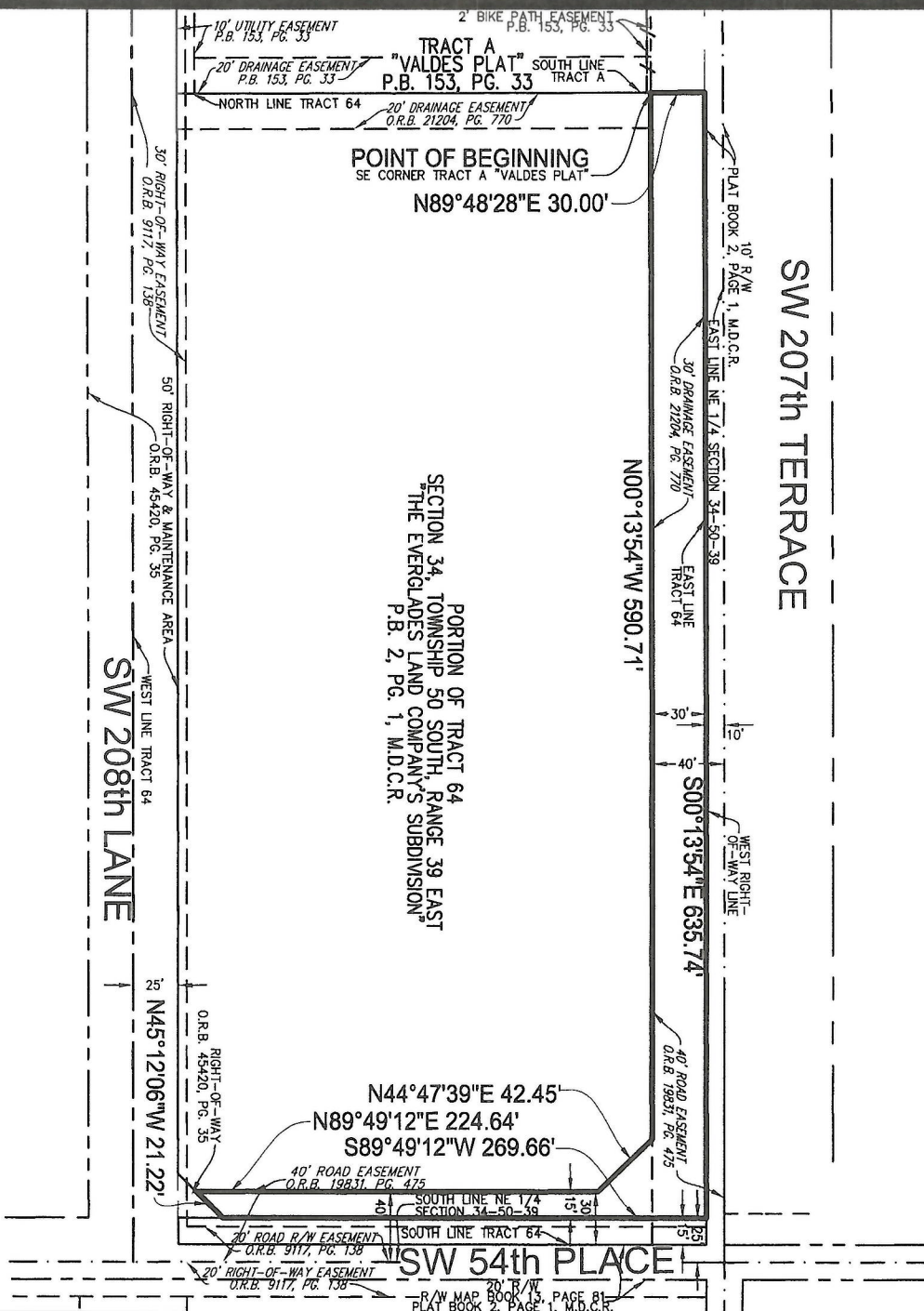
- 1) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 2) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3) ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, UNLESS OTHERWISE NOTED.
- 4) BEARINGS ARE BASED ON NAD83(1990 ADJUSTMENT) FL-EAST ZONE WITH THE SOUTH LINE OF THE NE 1/4 OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 39 EAST BEING S89°48'28"W

FILE: MARY MARTELL**SCALE: N/A****DRAWN: L.S.****ORDER NO.: 68515A****DATE: 5/9/21****ROAD EASEMENT VACATION****SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA****FOR: MARY MARTELL****SHEET 1 OF 2**THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

- 
☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA



CERTIFICATE OF AUTHORIZATION LB#3870



R/W RIGHT-OF-WAY

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

September 23, 2021

SUBJECT: Vacation of road easement, Application No. VC-30-21

LOCATION: Generally located at the northeast quadrant of the SW 54 Place intersection with SW 208 Lane.

**OWNER/
PETITIONERS:** Mary Katherine Boyett-Martell and Lawrence Martell

AGENT: Pulice Land Surveyors, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches (1 DU / 2.0 net or 2.5 gross acres)

ZONING: A-1 – Agricultural Estate

EXHIBITS: Staff report, Ordinance, aerial photograph, sketch and legal description of easement to be vacated, mail notice map and mailing list.

BACKGROUND AND ANALYSIS

The Petitioners are applying to vacate a portion of a road easement within their property, located at the northeast quadrant of the SW 54th Place intersection with SW 208th Lane ("Property"). The subject road easement, which Petitioner Mary Katherine Boyett granted to Broward County in 1992, runs along the south and east sides of the Property as SW 54th Street and SW 207th Terrace, respectively. Please refer to the aerial map on page 3 of this report for a depiction of the easement and adjacent features. The two portions of the easement are analyzed separately, below.

SW 207th Terrace.

The 30-foot-wide unimproved easement runs north-to-south, parallel to SW 207th Terrace in Pembroke Pines, and continues north of the Property for 330 feet as right-of-way. A 10-foot Town right-of-way separates the Property from the Town's common boundary with Pembroke Pines. The 10-foot right-of-way continues north for approximately 2,000 feet to SW 50th Street. The Application does not seek to vacate any portion of the 10-foot right-of-way.

The north-south segment is unimproved and is not needed to provide access to any property. It is not needed for a future street and is not mapped as a trail alignment.

SW 54th Place.

SW 54th Place is a combination of three partially overlapping road easements and platted road right-of-way totaling 40 feet north of the centerline. The vacation will leave a 25-foot half-section north of the centerline in compliance with Town standards, consisting of 10 feet of platted right-of-way and 15 feet of road easement. The Petitioner will dedicate the 15 feet of road easement to the Town as right-of-way, resulting in 25-feet of right-of-way north of the SW 54th Street centerline.

Letters of no objection are on file from all applicable.

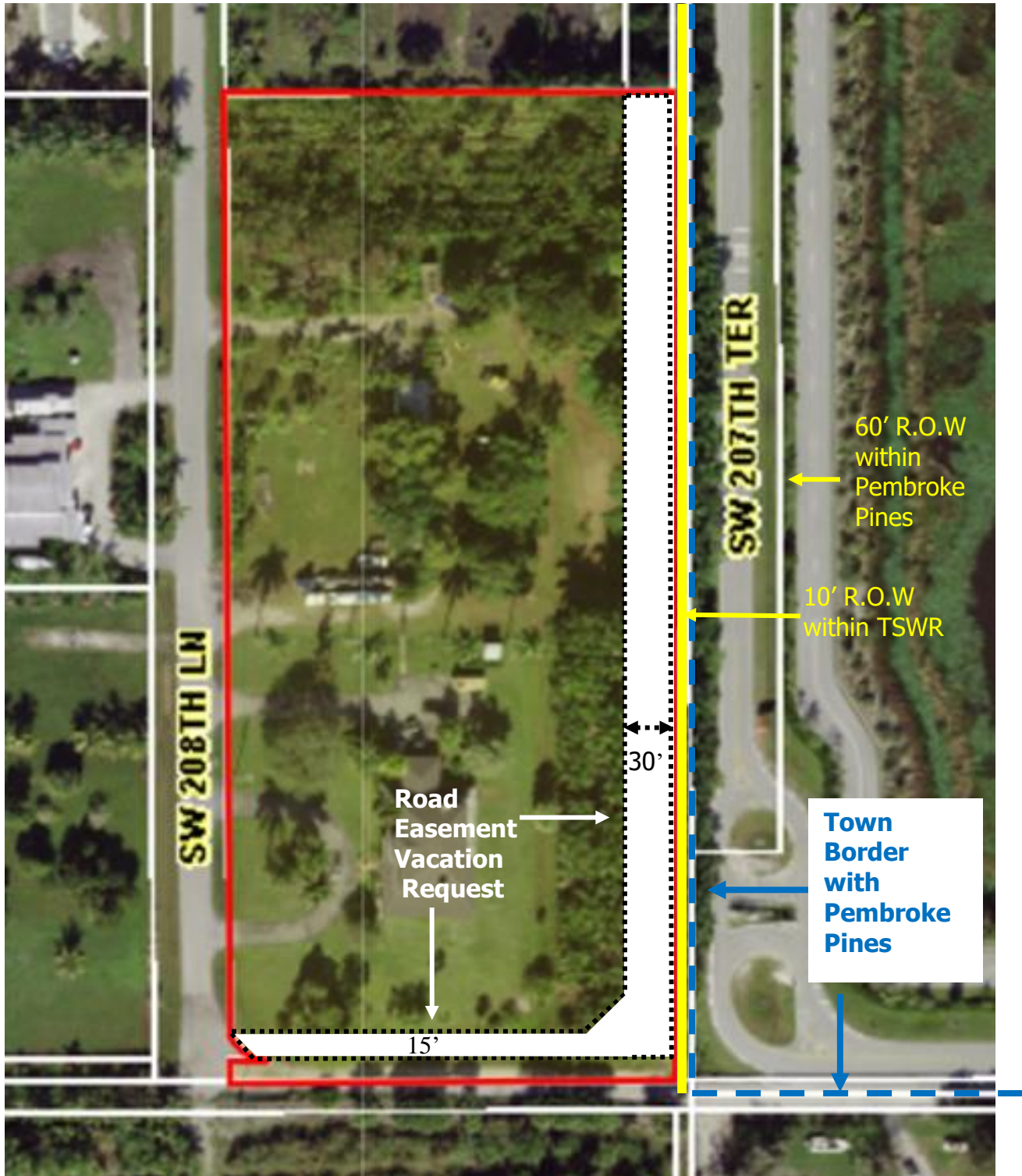
RECOMMENDATION

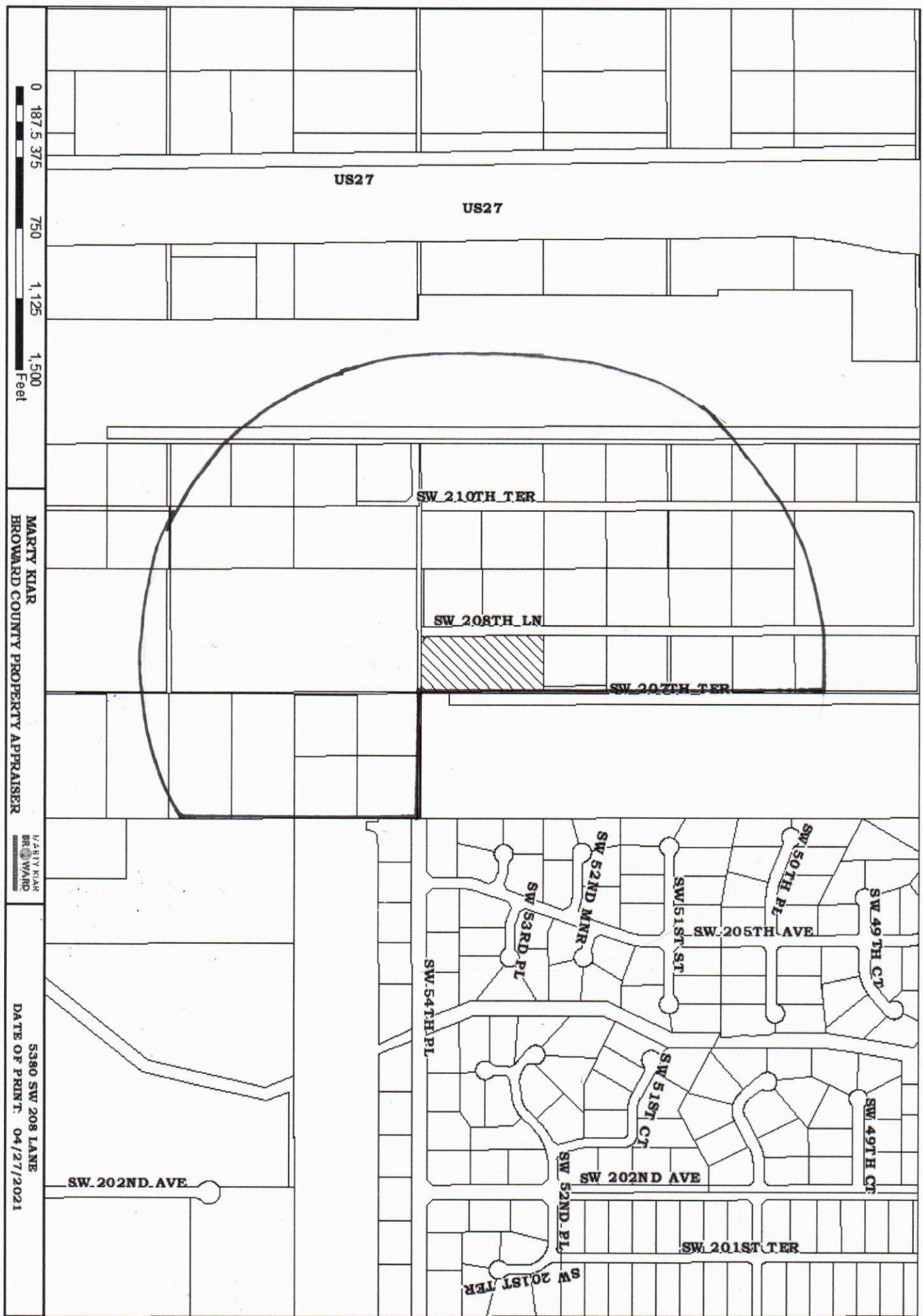
Staff finds that the subject easement is not needed for roadway or trail purposes, and that the vacation request does not appear to conflict with the health, safety and welfare of Town residents. Vacation of a public road easement is a legislative function, giving the Town Council the discretion to vacate or retain the road easement as a matter of policy. Should the Council vacate the easement, staff recommends the following conditions:

1. Petitioner shall dedicate a minimum 10-foot drainage easement in place of the vacated road easement along SW 54th Place due to the north-of centerline road alignment.
2. Petitioner shall dedicate 15 feet of right-of-way for SW 54 Street to replace the 15-foot road easement remaining after the vacation, resulting in a 25-foot right-of-way half section.

VACATION APPLICATION NO. VC-30-21

LOCATION MAP AND AERIAL





FOLIO_NUMB	NAME	ADDRESS_LI
503927030010	IGLESIA CRISTIANA SENALESDE VIDA INC	20850 GRIFFIN RD
503927030010	IGLESIA CRISTIANA SENALESDE VIDA INC	20850 GRIFFIN RD
503934010013	210 TERR LLC	13200 SW 28 CT
503934010015	JEAN-MARIE,SORELPAUL,MARIE ANGE	5130 SW 208 LN
503934010021	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503934010130	WARREN,AUDREY L	5131 SW 210 TER
503934010141	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD
503934010150	GAIS,ANGELO	5200 SW 210 TER
503934010160	HAZIM & KAMELIA KHAN REV TRKHAN,HAZIM & KAMELIA TRSTEES	12309 ABBERTON CT
503934010161	KHAN'S NURSERY INC	5425 SW 210 TER
503934010290	JUST PERFECT LANDSCAPING INC	5345 SW 210 TER
503934010300	HARROD,DIANA J H/EHARROD,JAMES M JR	PO BOX 1801
503934010301	WEISS,JODI MFREEMAN,PAUL BERNAL,FREDDY O FAJARDOPINANGO,MAGALY DE JESUS	200 NE 14 AVE APT 15
503934010310	ESPEJO	9751 E BAY HARBOR DR #801
503934010312	GUERRA,OSWALDO ALBERTO H/ELOAYZA,ADDYS ELOISA	5305 SW 208 LANE
503934010313	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503934010320	BOYETT,MARY KATHERINE H/EMARTELL,LAWRENCE J	5380 SW 208 LANE
503934010330	CITY OF PEMBROKE PINES	601 CITY CENTER WAY
503934010330	CITY OF PEMBROKE PINES	601 CITY CENTER WAY
503934010332	ICEBURG LAND LLC	14720 JOCKEY CIR S
503934010571	LAWLER,PETER JAMES LEO	20950 SW 54 PL
503934010572	EMMAUS PROPERTY HOLDINGS LLC	4700 SW 186 AVE

503934010580	KHAN,HABEEB & MOONIAHHABEEB & MOONIAH KHAN REV TR	5425 SW 210 TER
503934010610	IVY,THOMAS EDWARD JR & JAZMIN DTHOMAS E & JAZMIN D IVY LIV TR	5701 SW 210 TER
503934010611	EMMAUS PROPERTY HOLDINGS LLC	4700 SW 186 AVE
503934010660	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503934020010	SCI FUNERAL SERVICES OF FL LLC	1929 ALLEN PKWY
503934050010	CAMACHO,ISRAEL SR	20521 SW 54 PL
503934060010	TROCONIS CALDERON,JAVIER L	19964 SW 3 PL
503934070010	CID,RIGOBERTO & AMPARO	19910 NW 8 ST
503934080010	TREE WORKS MANAGEMENT INC	4839 SW 148 AVE SUITE 521
503934090010	CID,RIGOBERTO & AMPARO	5130 SW 210 TER
503934100010	CID,RIGOBERTO & AMPARO	5130 SW 210 TER
503934120010	ROSENDO,MANUEL	5121 SW 210 TER
503934130010	RARE FRUIT & VEGETABLE COUNCIL	5105 SW 208 LN
503934150010	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD
503934150020	WEEKLEY BROS LEASING LTD	20701 STIRLING ROAD
503935010060	WEEKLEY BROS LEASING	20701 STIRLING ROAD
503935010140	CLARK,WESLEY J JR	20720 SW 54 PL
503935010141	CITY OF PEMBROKE PINES	601 CITY CENTER WAY
503935010142	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503935010150	CITY OF PEMBROKE PINES	601 CITY CENTER WAY
503935010160	WEEKLEY BROS LEASING	20701 STIRLING ROAD
503935010170	BERGERON SW RANCHES LLC	19612 SW 69 PL
503935030170	TORO,RAFAEL J	20531 SW 50 PL
503935030180	PODRECCA,ADOLFO & KATHY	20530 SW 50 PL
503935030190	RAMOS,SAMUEL	20520 SW 50 PL
503935030200	PADILLA,CARLA NVALLADARES,LESTER A	20510 SW 50 PL
503935030210	RIVERA,ANNA MARIA	20500 SW 50 PL
503935030790	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
503935120010	CITY OF PEMBROKE PINES OFFICE OF THE CITY CLERK	601 CITY CENTER WAY

CITY	STATE	ZIP	ZIP4	LEGAL
SW RANCHES	FL	33332	2016	WEST BROWARD WORSHIP CENTER FORJEHOVAHS WITNESSES PLAT 118-3 BPARCEL A & TOGETHER WITH TRACT 1LESS W 25 FOR RD & TRACT 2 LESSE 25 & LESS N 15 & TRACT 3 LESSW 25 & LESS N 15 FOR RD OFEVERGLADES LAND CO 34-50-39OF 2-1 D
SW RANCHES	FL	33332	2016	WEST BROWARD WORSHIP CENTER FORJEHOVAHS WITNESSES PLAT 118-3 BPARCEL A & TOGETHER WITH TRACT 1LESS W 25 FOR RD & TRACT 2 LESSE 25 & LESS N 15 & TRACT 3 LESSW 25 & LESS N 15 FOR RD OFEVERGLADES LAND CO 34-50-39OF 2-1 D
COOPER CITY	FL	33330		EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 4 S 330.23 LESS E 25 FORRD R/W PER OR 45420/35
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 32 S1/2 LESS W 25 FOR RD R/W
SOUTHWEST RANCHE FL		33330	2628	34-50-39R/W & MAINTENANCE AREA FORSW 208 LN,SW 209 AVE,SW 210 TER& SW 50 AVE AS DESC IN OR45420/35
SOUTHWEST RANCHE FL		33332	1512	EVERGLADES LAND CO SUB34-50-39 2-1 DTR 29 LESS N 330 & LESS E 25FOR RD R/W PER OR 45420/35
PEMBROKE PINES	FL	33332		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 34 S1/2 LESS E 25 FOR R/W
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB34-50-39 2-1 DTRACT 35 N1/2 LESS E 25 FOR R/W
ORLANDO	FL	32837	6519	EVERGLADES LAND CO SUB34-50-39 2-1 DTR 36 N 1/2 LESS E 25 FOR R/W
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 36 S 1/2 LESS E 25 FOR RD R/W
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 61 LESS E 25 FOR RD R/W
JUPITER	FL	33468	1801	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 62 N1/2 LESS W 25 FORRD R/W
FORT LAUDERDALE	FL	33301	1708	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 62 S1/2 LESS W 25 FOR RDR/W
BAY HARBOR ISLANDS FL		33154		EVERGLADE LAND CO SUB2-1 D 34-50-39SOUTH 1/2 OF TRACT 63, LESS E 25FOR ROAD R/W & LESS S 15
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39NORTH 1/2 OF TRACT 63, LESS E 25FOR ROAD R/WAKA: LOT 2
SOUTHWEST RANCHE FL		33330		EVERGLADE LAND CO SUB2-1 D 34-50-39SOUTH 15 OF TRACT 63, LESS E 25
SOUTHWEST RANCHE FL		33332	1553	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 64 LESS W 25 FOR RD R/W
PEMBROKE PINES	FL	33025		EVERGLADES LAND CO SUB2-1 D 34-50- 39TRACTS 65,66,95,96,97,98,127,128
PEMBROKE PINES	FL	33025		EVERGLADES LAND CO SUB2-1 D 34-50- 39TRACTS 65,66,95,96,97,98,127,128
DAVIE	FL	33330		EVERGLADES LAND CO SUB34-50-39 2-1 DTR 33 N1/2 LESS W 25 FOR RD R/W
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 67
SOUTHWEST RANCHE FL		33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 94

SOUTHWEST RANCHE FL	33332	1510	EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 68 S1/2
SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 93 S1/2
SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB2-1 D 34-50-39TRACT 93 N1/2
SOUTHWEST RANCHE FL	33330	2628	EVERGLADES LAND CO SUB 2-1 D34-50-3910' ROAD R/W LYING S OF AND ADJTO TRACTS 61-64 AND 10' RD R/WLYING N OF AND ADJ TO TRACTS65-68 AS PER PLAT AND PER R/WMAP 13-81 LESS P/P/A 145/19 BALEX PLAT
HOUSTON TX	77019		SHARON GARDENS MEMORIAL PARK84-40 B, LESS NLY 120 FOR RD ASSHOWN ON THE PLAT, TOG W SHARONGARDENS MEML. PARK REV. NO ONE88-34 B, & SHARON GARDENS MEML.PARK REV. THREE 110-38 B, TOG WS1/2 OF TRS 101 & 102 & ALL TRS123 & 124, EVERGLADES LAND COSUB 2-1D 34-50-39,LESS POR LYINGS OF LINE 55 N & PARA WITH S/L
FORT LAUDERDALE FL	33332		A-CATOUVA 138-50 BTRACT "A"
PEMBROKE PINES FL	33029	1251	ALEX PLAT 145-19 BTRACT "A"
PEMBROKE PINES FL	33029		EL CID 145-22 BTRACT "A"
DAVIE FL	33330		VALDES PLAT 153-33 BPARCEL A
SOUTHWEST RANCHE FL	33332	1511	NICKY'S PLAT 154-18 BTRACT A
SOUTHWEST RANCHE FL	33332	1511	LAKE PLAT 154-19 BTRACT A
SOUTHWEST RANCHE FL	33332	1125	R & J MC HUGH PLAT 155-6 BTRACT "A"
SOUTHWEST RANCHE FL	33332	1555	RARE FRUIT 156-49 BTRACT A LESS E 25 FOR R/W SOUTHWEST PINES 172-88 BLOT 1 LESS E 25'
PEMBROKE PINES FL	33332		FOR R/W SOUTHWEST PINES 172-88 BLOT 2 LESS E 25'
PEMBROKE PINES FL	33332		FOR R/W EVERGLADES LAND CO SUB 2-1 D35-50-39TRACT 56 LESS S1/2
SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D35-50-39TR 40 W1/2 OF N1/2
SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D35-50-39TRACT 40 E1/2 OF N1/2
PEMBROKE PINES FL	33025	4409	EVERGLADES LAND CO SUB 2-1 D35-50-3910' ROAD R/W LYING N OF AND ADJTO TRACT 40 AS PER PLAT AND ASPER R/W MAP 13-81
SOUTHWEST RANCHE FL	33330	2628	EVERGLADES LAND CO SUB 2-1 D35-50-39TRACT 40 E1/2 OF S1/2
PEMBROKE PINES FL	33025	4409	EVERGLADES LAND CO SUB 2-1 D35-50-39TR 41 N1/2
SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D35-50-39TR 41 S1/2
FORT LAUDERDALE FL	33332		TRAILS OF EL RANCHO ACRES93-34 BLOT 17
SOUTHWEST RANCHE FL	33332	1073	TRAILS OF EL RANCHO ACRES93-34 BLOT 18
SOUTHWEST RANCHE FL	33332	1073	TRAILS OF EL RANCHO ACRES93-34 BLOT 19
SOUTHWEST RANCHE FL	33332	1073	TRAILS OF EL RANCHO ACRES93-34 BLOT 20
SOUTHWEST RANCHE FL	33332	1073	TRAILS OF EL RANCHO ACRES93-34 BLOT 21
SOUTHWEST RANCHE FL	33330	2628	TRAILS OF EL RANCHO ACRES 93-34BTHOROUGHFARES DEDICATED TOPUBLIC PER PLAT
PEMBROKE PINES FL	33025	4409	



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 10/14/2021
SUBJECT: Approving an Agreement with Huurr Homes LLC for the SW 202nd Avenue and SW 50th Street Drainage Improvement Project

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town desires to complete a drainage improvement project on SW 202nd Avenue and SW 50th Street. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project. The South Broward Drainage District designed the project as a significant cost savings to the Town, and is the Engineer of Record.

On August 12, 2021, the Town advertised IFB 21-008 for the improvements. On September 17, 2021, the Town received thirteen (13) responses:

Company	Bid Amount (Ranked Lowest -Highest)
Huurr Homes LLC	\$66,184.00
Johnson-Davis Incorporated	\$93,250.00

Sun Up Enterprises, Inc.	\$99,892.00
LCCI Construction LLC	\$107,535.00
RG Underground Engineering, INC	\$113,884.00
Southeastern Engineering Contractor	\$113,969.00
HG construction Development & Investment Inc.	\$129,812.00
Almazan Construction	\$134,462.70
Selek Engineering Consultants and Associates, Inc.	\$138,000.00
Pronto Construction Developers	\$144,095.04
Team Contracting, Inc.	\$145,200.00
BACO Engineering Contractor, Inc.	\$154,399.50
Shenandoah General Construction Company	\$237,376.00

After reviewing the bids, it was determined Huurr Homes, LLC, a woman-owned small business, submitted the lowest, responsive, and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code.

Fiscal Impact/Analysis

The Town originally budgeted \$146,040 for this project in Infrastructure - Drainage account #101-5100-541-63260 in FY 2021 but was unable to begin the competitive bid process until the South Broward Drainage District had completed the project design. Staff recommends a \$20,000 contingency for utility relocates and other unforeseen conditions. Therefore, sufficient budgetary funding is available, and a budget amendment is necessary in FY 2022 as follows:

Revenue:

101-0000-399-39900	Appropriated Transportation Fund Balance	\$86,184.00
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Expenses:

101-5100-541-63260	Infrastructure Drainage: Non-Surtax	\$86,184.00
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Staff Contact:

Rod Ley, P.E, Public Works Director
Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/30/2021	Resolution
Agreement	9/30/2021	Agreement

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES LLC IN THE AMOUNT OF SIXTY-SIX THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS AND ZERO CENTS (\$66,184.00) FOR THE SW 202ND AVENUE AND SW 50TH STREET DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APROVING A BUDGET AMENDMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project on SW 202nd Avenue and SW 50th Street; and

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

WHEREAS, on August 12, 2021, the Town advertised IFB 21-008 for the improvements; and

WHEREAS, on September 17, 2021, the Town received thirteen (13) responses; and

WHEREAS, after reviewing the bids, it was determined Huurr Homes LLC, a woman-owned small business, submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Huurr Homes LLC's proposal totals Sixty-Six Thousand One Hundred Eighty-Four Dollars and Zero Cents (\$66,184.00); and

WHEREAS, the Town budgeted for this specific project in Infrastructure - Drainage account #101-5100-541-63260 in FY 2021, but now requires a budget amendment in FY 2022 to appropriate funds; and

WHEREAS, the Town Council believes that entering into an agreement with Huurr Homes LLC for these services is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an agreement with Huurr Homes LLC in the amount Sixty-Six Thousand One Hundred Eighty-Four Dollars and Zero Cents (\$66,184.00) for the improvements in substantially the same form as that attached hereto as Exhibit "A", which has been incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. The Town Council hereby approves budget amendment for FY 2022 is necessary to appropriate budgetary funding plus a Twenty Thousand Dollar and Zero Cents (\$20,000.00) contingency as follows:

Revenue (Increase):

101-0000-399-39900 Appropriated Transportation Fund Balance \$86,184.00

Expenses (Increase):

101-5100-541-63260 Infrastructure Drainage \$86,184.00

Section 5. This Resolution shall be effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest
Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____

Hartmann _____

Allbritton _____

Jablonski _____

Kuczenski _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.650.001

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TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Huurr Homes, LLC

FOR

“IFB 21-008 SW 202 AVE DRAINAGE IMPROVEMENTS”

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

**AGREEMENT FOR
“IFB 21-008 SW 202 AVE DRAINAGE IMPROVEMENTS”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 28th day of September 2021 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Huurr Homes, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to IFB 21-008 SW 202 Ave Drainage Improvements (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 22-002 on August 12, 2021 (“IFB”); and

WHEREAS, bids were received by the Town on September 17, 2021; and

WHEREAS, the Town has adopted Resolution No. 2021- at a public meeting of the Town Council approving the recommended award and has selected Huurr Homes, LLC for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Huurr Homes, LLC
2705 Burris Road, Unit 4A
Davie, FL 33314

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
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TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

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If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Huurr Homes, LLC
2705 Burris Road, Unit 4A
Davie, FL 33314

Section 33: Miscellaneous

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- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
SW 202 AVE DRAINAGE IMPROVEMENTS
IFB NO. 21-008

performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

"IFB 21-008 SW 202 AVE DRAINAGE IMPROVEMENTS"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **sixty (60) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and
 - (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in

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agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved **Substantial Completion of the Work within sixty (60) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be **substantially complete no later than sixty (60) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 15 calendar days from Substantial Completion or within **seventy-five (75) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and

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- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$ 66,183.59 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

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- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

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- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- and
- Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that

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the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

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

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race,

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gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules,

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regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

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

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

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and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this

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Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;

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4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

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

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or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Huurr Homes, LLC
2705 Burris Road, Unit 4A
Davie, FL 33314

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement.

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Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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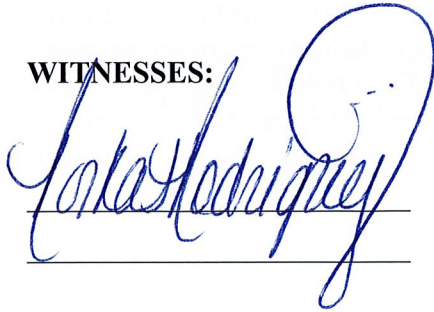
In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

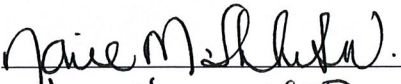
TOWN OF SOUTHWEST RANCHES, FLORIDA
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IFB NO. 21-008

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Huurr Homes, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2021.

WITNESSES:



CONTRACTOR:

By: 
Huurr Homes, LLC (title)
____ day of _____ 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor

____ day of _____ 2021

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 29, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Richard DeWitt, Assistant Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Solid Waste Working Group Presentation - Commissioner Beam Furr and Mayor Greg Ross

Broward County Commissioner Beam Furr and Cooper City Mayor Greg Ross spoke about the future demand for trash disposal in Broward County. Commissioner Furr spoke about the now defunct Resource Recovery Board (RRB) that the Town, along with all of the other municipalities in Broward County, was a party. When the RRB disbanded the proceeds were distributed proportionately to the parties but the piece of land owned by the RRB, the Alpha 250 site, was not liquidated as there was an identified need for a future location to dispose trash. An Interlocal Agreement (ILA) was entered into by the County to hire a consultant to perform a study to look at how the County and its municipalities can achieve a 75% recycling goal. The consultant recommended that the Alpha 250 site be retained and not sold, they provided three scenarios as to how the recycling goal could be achieved and they also recommended that an independent taxing district as a governance structure to manage solid waste collectively. He advised that as a result of the consultant's report a working group was formed with representatives from each of the municipalities. The working group examined best practices from around the state. He further advised that the County was trying to direct more trash to the Broward County waste to energy incinerator operated by Wheelabrator so that better rates can be negotiated for all municipalities in Broward County. He indicated that since 2019 recycling rates among the municipalities have plummeted while landfill disposal rates have skyrocketed thereby creating a need to develop a long-term sustainable strategy for dealing with the disposal of solid waste. Moving forward the recommendation to choose an independent district was problematic as it would not meet the timelines needed and would need to be approved by the Florida Legislature. Instead the working group reexamined the merits of the various governance structures and recommended that a new ILA be entered into that would form the structure. He explained the merits and the shortcomings of the ILA, the need to perform a waste generation study for the entire County.

Mayor Ross added that the ILA is an attempt to manage the solid waste problem for the long term of Broward County. He indicated that any future facilities built would not be privately owned but

would belong to the member cities of the ILA. He believed that this arrangement would benefit the residents of all Broward County municipalities in the future.

Mayor Breitkreuz asked about the future demand for plastics and recycling. Commissioner Furr indicated that there is a greater interest in resiliency. He spoke of plastics and glass being used in several industries including plastic decking and road aggregate. Mayor Ross added seawalls being made from recycled plastics as well as sidewalks not being made from concrete.

Vice Mayor Hartmann recognized that China is not recycling as much but wondered how recycled materials could be used locally.

Council Member Kuczenski asked if there was something that the County could do to give back to the residents in terms of tax breaks as this ILA arrangement sought a slight increase from what each taxpayer pays for solid waste and recycling services, and there will other tax increases they are expected to absorb each year.

Council Member Allbritton asked about the facilities that were proposed to be built. Commissioner Furr responded that the Alpha 250 site in Pompano Beach would be one of the sites used for disposal.

Quasi-Judicial Hearings

4. Lake House Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.
{TABLED FROM JULY 8, 2021 MEETING}

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE SUBJECT TO THE STAFF REPORT, APPLICANT DEED RESTRICTING PROPERTY TO A MAX OF TWO LOTS, RECORDATION OF AN INGRESS/EGRESS EASEMENT AGREEMENT; DESIGNATING AND RESERVING AN AREA FOR AGRICULTURAL USE ONLY, SUITABLE FOR A TWO-HORSE Paddock SET BACK AT LEAST 50 FEET FROM THE EXISTING LAKE TOP-OF-BANK AND A TWO-STALL BARN WITH TACK ROOM SET BACK AT LEAST 50 FEET FROM ALL PROPERTY LINES AND THE EXISTING LAKE TOP-OF-BANK, AND INCLUDING A

BARRIER PROTECTING HORSES AND LIVESTOCK FROM INADVERTENTLY ENTERING THE LAKE DURING FLOOD CONDITIONS THAT OBSCURE THE LAKE BOUNDARY.

5. 5353 Hancock Road Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE. **{TABLED FROM JULY 8, 2021 MEETING}**

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO TABLE THE ITEM TO THE SEPTEMBER 13, 2021 TOWN COUNCIL MEETING.

6. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, Marianne Allen, and Chris Brownlow.

7. Board Reports

Jason Halberg, Chair of the Comprehensive Plan Advisory Board, thanked his fellow board members for their efforts over the past year. He also spoke about the Board's efforts related to the Nursery Ordinance and other items tasked by the Town Council. He thanked Town Planner Jeff Katims for his efforts as well. He advised the public when their meetings took place and advised that public input was welcome.

8. Council Member Comments

Council Member Jablonski spoke about upcoming events, such as the "Hazmat at the Barn" on September 11th. He mentioned the recent photoshoot at the Rolling Oaks Barn honoring First Responders and Front Line Workers. He advised that a ceremony and plaque dedication commemorating the 20th anniversary of the September 11th attacks would be held at Town Hall. He advised that the Broward County Property Appraiser would be at Town Hall on August 16th and DMV's Flow Mobile would be onsite on August 25 by appointment only. He further advised that the deadline for the submission for the Town calendar Photo Contest was September 13th. On Sunday August 1st the Sikh Youth Association would be holding a barbeque at the Sunshine

Ranches Equestrian Park to celebrate the success of the 3rd Annual Run/Walk for Unity and Diversity. Council Member Jablonski also spoke about the meeting the night before at the Sunshine Ranches HOA meeting and the request by attendees to address issues concerning the drainage canals maintained by the Central Broward Water Control District. He asked that Town Administrator Berns and other members of the Town Council contact Central Broward and asked them to address the concerns raised. Lastly, he spoke of an idea to help offset the proposed increased in the fire assessment fee. He hoped to have the proposal before the Town Council by the next meeting for consideration.

Vice Mayor Hartmann spoke of his concern with the presentation made earlier in the meeting by Commissioner Furr and Mayor Ross. He was leery about the proposal based on past experience with the RRB. He wanted to get more information and questioned if a proven model should be pursued. He spoke of the First Responders and Front-Line Workers photo shoot on July 13th at the Rolling Oaks Barn. He thanked the Rural Public Arts Board and their members for the idea as it was important to recognize them especially during the pandemic. He spoke about the Broward Water Leaders and Climate Academy and the County's new focus on climate resiliency and encouraged the entire Town Council as well as members of the Drainage and Infrastructure Advisory Board to attend because it is important to know how the drainage projects the Town is undertaking are connected to the overall system and how it is all designed to work. He talked about the plans to build new seawalls in Fort Lauderdale and the costs would be in the millions. He felt this would have tax implications for all Broward County residents.

Council Member Allbritton thanked the Rural Public Arts Board, Chief Lee Bennett, and Detective Jeff Hobales for their participation in the photo shoot for the First Responders and Front Line Workers. He thanked Town Administrator Berns for supporting the Board with this initiative and the authorization to provide T-shirts. He advised about his efforts to reinstitute the Green Meadows Civic Association and asked if anyone wished to join to please contact him.

Council Member Kuczynski thanked Council Member Jablonski for trying to develop options to help offset the costs of the fire assessment increase. He spoke of the photo shoot honoring the First Responders and Front Line Workers and thanked the Rural Public Arts Board for their efforts and the residents for coming to the meeting. He thanked George Cailis for keeping this issue in front of the Town Council and indicated his support. He echoed the sentiments of Vice Mayor Hartmann concerning the County's proposal regarding the solid waste disposal ILA. He congratulated Rose Allbritton for being named Chair of the Rural Public Arts and Design Advisory Board and Sage Cimetta for being elected as Vice Chair. He also advised that Laura Warren was the artist that has been selected to create the mural on the wall at Founders Trailside Park.

Council Member Allbritton indicated that he missed one thing during his comments and took the time to thank Vice Mayor Hartmann for his efforts with the photoshoot including the drone footage and the actual pictures that were taken.

Mayor Breitzkreuz also indicated his concern with the County's proposed ILA for solid waste disposal. He felt it was worth listening to and exploring as there was no easy solution for this difficult problem. He did feel that he was more comfortable with this model over the RRB as this

model was controlled by the cities and not the County, but he wanted to learn more about the proposal going forward. Responding to comments made during Public Comments he felt that more speed signs were warranted throughout the Town and questioned if most residents knew that most roads within the Town were restricted to 25 m.p.h. He was excited to announce that the Town was working on a plan to get a Farmer's Market in Town and while there were obstacles, he was certain that it would occur. He spoke of the September 11th Commemoration Event and was pleased that the public and staff have collaborated to make this occur. He expressed his disappointment that he could not attend the First Responders and Front Line Workers photoshoot but thanked them for their service and all of those who played a role in holding this event.

9. Legal Comments

Assistant Town Attorney DeWitt offered no legal comments.

10. Administration Comments

Town Administrator Berns indicated that Town staff was monitoring the infection rates of the Delta variant. He was aware that Broward County reinstituted a mask mandate for County staff, and all visitors to County facilities and the Town will be considering whether to follow suit. Mayor Breitkreuz interjected and thanked Town Administrator Berns for his leadership on this pandemic and offered his support for the actions that Town Administrator Berns would take in response. Town Administrator Berns further advised that the Community Survey results have been tweaked and would be distributed to the Town Council later in the evening and look forward to further action in regard to the strategic plan as a result of the survey findings. Lastly, he wished Vice Mayor Hartmann an early Happy Birthday.

Ordinance - 2nd Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3) {Approved on First Reading - January 28, 2021} (TABLED FROM MAY 27, 2021 MEETING) {STAFF REQUESTING A TABLING TO SEPTEMBER 9, 2021}

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitkreuz voting yes.

MOTION: TO TABLE TO THE SEPTEMBER 13, 2021 TOWN COUNCIL MEETING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART RESOLUTION 2011-084 BY PROVIDING A NEW SECTION 3, PURPOSE AND DEFINITIONS; INCORPORATING THE 2021 FIRE PROTECTION ASSESSMENT REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2021-22; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE. .

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND

PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING A ZONING IN PROGRESS, APPROVED PURSUANT TO RESOLUTION NO. 2021-032, TO FURTHER REGULATE ANY NEW COMMERCIAL NURSERY, EXPANSION OF AN EXISTING COMMERCIAL NURSERY, OR STORAGE OR GROWTH OF ANY PLANT MATERIAL IN CONTAINERS; EXTENDING THE ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED NINETY (90) DAYS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE ("ULDC"); DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS; AUTHORIZING AND DIRECTING THE STUDY AND REVIEW OF THE TOWN'S SUBDIVISION PROCEDURES; PROVIDING THAT THE ACCEPTANCE AND PROCESSING OF WAIVER OF PLAT APPLICATIONS SHALL BE DEFERRED FOR A PERIOD OF TIME NOT TO EXCEED ONE HUNDRED EIGHTY (180) DAYS OR UNTIL THE TOWN COUNCIL CONSIDERS AMENDED LAND DEVELOPMENT REGULATIONS, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A CHARTER REVIEW COMMITTEE PURSUANT TO SECTION 7.03 OF THE TOWN'S CHARTER; PROVIDING FOR THE APPOINTMENT OF THE COMMITTEE MEMBERS; PROVIDING A COMMITTEE SUNSET DATE; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THE FLORIDA LEGISLATURE TO ADOPT A LOCAL BILL TO ALLOW THE TOWN TO DETERMINE IF IT WOULD LIKE TO PROTECT ITS FARM ANIMALS BY PROHIBITING THE SALE AND USE OF FIREWORKS EXCEPT BY PERMIT; AUTHORIZING THE SUBMISSION OF A LOCAL BILL TO THE BROWARD DELEGATION IN SUBSTANTIALLY THE SAME FORM AS THAT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH RG UNDERGROUND ENGINEERING, INC. IN THE AMOUNT OF ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND FIFTY CENTS (\$148,834.50) TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE SEVEN HUNDRED THIRTY-SEVEN THOUSAND FIVE DOLLARS AND ZERO CENTS (\$737,005.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 196TH LANE, SW 199TH AVENUE, SW 201ST TERRACE, SW 202ND AVENUE, SW 48TH STREET, SW 48TH PLACE, SW 49TH COURT, SW 50TH PLACE, AND SW 50TH MANOR (BC-SWRANCHES-FY2020-00002); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$1,223,165.00) OF SURTAX FUNDING TO COMPLETE THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 13RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER TO ALL POWER GENERATORS, CORP. IN THE AMOUNT OF \$12,500.00 TO REPLACE THE RADIATOR FOR THE GENERAC SD300 GENERATOR AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Hartmann, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

23. Approval of Minutes

- a. **June 10, 2021 Regular Meeting**
- b. **June 24, 2021 Regular Meeting**

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann and Mayor Breitzkreuz voting yes.

MOTION: TO APPROVE THE MINUTES.

24. Adjournment

Meeting was adjourned at 11:25 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of October 2021

Steve Breitzkreuz, 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 12, 2021

13400 Griffin Road

Present:

Vice Mayor Bob Hartmann

Andrew Berns, Town Administrator

Council Member Jim Allbritton

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Martin D. Sherwood, Town Financial Administrator

Council Member David S. Kuczenski

Richard Dewitt, Assistant Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Hartmann at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann voting yes.

MOTION: TO EXCUSE MAYOR BREITKREUZ'S ABSENCE.

3. Public Comment

The following members of the public addressed the Town Council: Lorena Kaelber, Newell Hollingsworth and Danielle Borruto.

4. Board Reports

George Morris, Chair of the Drainage and Infrastructure Advisory Board spoke about projects the board were working on such as consideration for a property in Rolling Oaks to add to the CIP Project and a member of the public gave a presentation and discussed the pros and cons and different conceptions of the way the drainage system works. Lastly the Advisory Board voted to change the day of the meetings to the third Tuesday of every month.

5. Council Member Comments

Council Member Jablonski spoke about upcoming events, such as the FLOW-Mobile on August 25th, "Hazmat at the Barn" on September 11th as well as the 9/11 Ceremony at Town Hall being held at 8:30 AM, and the Southwest Ranches Photo Contest with a deadline of September 13th. He also advised the public about the upcoming Budget Workshop on August 17, 2021

Council Member Allbritton spoke about his attendance at the Broward League of Cities meeting and updated the public about what was discussed. He provided updated statistics regarding the COVID-19 Pandemic and urged the public to consider getting vaccinated. He does believe the shots help.

Council Member Kuczenski thanked the residents for coming to the meeting. He thought the idea brought up earlier in the meeting about marking the horse trail on 148th and Volunteer Road was

a good one. Next, he spoke about trying to find some middle ground regarding the parking issues at equestrian facilities. He urged the Town Council to not forget about George Cailis' issue and lastly he spoke on the COVID-19 Pandemic and encouraged the public to get vaccinated.

Vice Mayor Hartmann echoed Council Members Allbritton and Kuczenski thoughts on COVID-19 and vaccinations and wear masks. He asked Town Financial Administrator Sherwood to update the public on the dates for the upcoming Public Budget Hearings. He advised the public this was their opportunity for input. He then gave a small update on the upcoming Budget, Solid Waste and Fire Assessments.

6. Legal Comments

Assistant Town Attorney Dewitt had no comments.

7. Administration Comments

Town Administrator Berns advised the public of the 20th Anniversary Commemoration of 9/11 that will take place at 8:30 am at Town Hall on September 11th, 2021. He next stated that he thought the suggestion for the horse crossing signs outside the Equestrian Park was a valid idea. He advised that the signs on Griffin Road are not horse crossing signs, they are County signs to raise awareness of the horseback riders in the Town. Finally, Town Administrator Berns spoke about the mosquito issues and advised the public Broward County is no longer performing aerial spraying, but they have stepped up their efforts on truck spraying. He doesn't know when Broward County will restore aerial spraying for mosquitos.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF SGS TECHNOLOGIE, LLC, AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN WEBSITE DESIGN SERVICES; APPROVING AN AGREEMENT WITH SGS TECHNOLOGIE, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN WEBSITE DESIGN SERVICES; APPROVING A FY 2020-2021 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann. voting yes.

MOTION: TO APPROVE THE RESOLUTION.

9. Approval of Minutes

a. July 8, 2021, Regular Meeting

The following motion was made by Council Member Jablonski, seconded by Council Member Kuczenski and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski and Vice Mayor Hartmann. voting Yes.

MOTION: TO APPROVE THE JULY 8, 2021 REGULAR MEETING MINUTES.

10. Adjournment

Meeting was adjourned at 7:31 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of October 2021

Steve Breitzkreuz, 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.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 26, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO MOVE ITEM 12 OUT OF ORDER AND DISCUSS AT THE BEGINNING OF THE MEETING.

12. Southwest Meadows Sanctuary - Southwest Ranches Parks Foundation

George Morris, representing the Southwest Ranches Parks Foundation, advised that the Foundation wished to hold a Country Fair at the Southwest Meadows Sanctuary Parcel and sought permission to use the site. He indicated that the proceeds from the Fair would be used to help develop the Town's parks. He provided conceptual renderings that depicted what the layout of the Country Fair on that site might look like. He indicated some minimal improvements could be made at the expense of the Foundation in order to ready the site. These improvements would also allow the site to be used for future Town events. He further advised that the Fair's operations would be conducted by Amusements of America which is owned by a Town resident and had him available on the phone should the Town have any questions they wanted answered.

Mayor Breitkreuz expressed his excitement about the prospect of finally utilizing the property for something like this. He asked if there were some projections for expected attendance. Mr. Morris explained that in the first year he would not expect thousands of people but certainly the site had the capacity to hold many people and the event could grow over time. The representative from Amusements of America felt that the expected attendance could be thousands each day depending on promotion, and the weather.

Council Member Jablonski expressed concerns about traffic at the intersection and felt that Davie Police would need to assist with traffic control and perhaps the Southwest Ranches Volunteer Fire Rescue Department (SWRVFR) could assist as well. He also did not want the event to impact Dykes Road negatively.

Vice Mayor Hartmann spoke of his past experience organizing similar events and indicated that the amusement companies generally require a minimum daily such as \$1,000 per day. He questioned if the contract considered minimums when weather was an issue. Mr. Morris indicated that no contract had been negotiated yet. He wanted to seek Council approval first before the contract was negotiated.

Council Member Allbritton asked if fill would need to be brought onto the property. If so he wondered how that would affect the neighbors on SW 163rd Avenue. Mr. Morris indicated that some fill would need to be brought in but mainly just to fill in some low spots. He indicated that he has met with Public Works Director Rod Ley onsite to discuss the event.

Vice Mayor Hartmann asked if Mr. Morris intended to use the fill on the site or was he going to have to maintain the elevation of the lot. Mr. Morris explained that he would be taking some of the high spots and moving them to low spots but will likely need to bring some additional truckloads of fill for areas that are too low.

Council Member Kuczenski asked if entry and egress from the event would be one way in, and one way out. Mr. Morris indicated entry and exit will only be on Griffin Road. Council Member Kuczenski also asked if an emergency were to arise was there emergency access to the site. Mr. Morris indicated that there was additional access off of Dykes Road if needed by first responders.

Town Administrator Berns indicated that he had several conversations with Mr. Morris and Town staff about this proposal. He indicated that while staff is supportive of this effort there were concerns he wished to express. First, based on the aerial rendering he was unsure about the viability of the parking that was proposed to the east since that area was not elevated as the 5 acres are. Secondly, he was concerned with bringing in fill in a quantity that could diminish the drainage storage capacity of the site as it is adjacent to Dykes Road. Lastly, the improvement of the site and utilization for a Country Fair will result in many requests from other organizations to use the site. He felt that a policy would need to be developed to address these requests. Mayor Breitkreuz felt that the Parks Board should begin to develop the policy to address utilization of the site.

Mr. Morris addressed Town Administrator Berns' concern regarding the parking area. He agreed that it is currently wet and marshy. The plan would be to cordon off those areas and send additional parking to the back of the site which would be sufficient. Town Administrator Berns wished to address one other concern raised by Council Member Kuczenski. He indicated that when the plans are brought forward for approval they would be subject to Fire Marshall review.

3. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth.

4. Board Reports

No Board Reports were made.

5. Council Member Comments

Council Member Jablonski mentioned the Holiday Light Contest was underway and registrations needed to be submitted by the third of December. He also advised that Water Matters Day would take place on October 16th at Tree Tops Park in Davie. He also spoke about upcoming events, such as the FLOW-Mobile on August 25th, "Hazmat at the Barn" on September 11th, as well as the 9/11 Ceremony at Town Hall being held at 8:30 AM, the Southwest Ranches Photo Contest with a deadline of September 13th. He also advised that another contest was being held to help design the entrance to Country Estates Park with a deadline for submission of November 15th.

Lastly, he wished to discuss the Zoning in Progress for Waiver of Plats. He felt that the Waiver of Plat process as currently in place was being used as a "profit center" and not what it was intended for. He wanted to emphasize that changing the process for the Waiver of Plat was not taking away anyone's property rights because property owners can still go through the platting process with the County. The Waiver of Plat process was intended to benefit Town residents and make it easier for them to split larger parcels for various situations without the burden of the platting process. He gave some representative examples of when the Waiver of Plat process was appropriate. He wished to eliminate the ability for property owners to use this process solely to subdivide and sell off to other private interests for development. He believed that there should be a restriction on the resale of the property such as 36 months. Additionally, to address scenarios where a property owner with a very large piece of property wants to subdivide a smaller piece of the property a restriction should be placed stating that they cannot subdivide the remaining larger property through the Waiver of Plat process. They could always go through the platting process if needed.

Vice Mayor Hartmann asked how this would be codified if there was support to move forward. Town Attorney Poliakoff advised that this could be accomplished by the passage of an ordinance.

Council Member Allbritton asked how long the regular platting process would take. Town Attorney Poliakoff advised the typical platting process takes 9-12 months. Council Member Allbritton felt that the 36 month restriction would not be effective then as the applicants would just go through the County platting process. Town Attorney Poliakoff explained the difference would mainly be the fee. It is much more expensive to go through the County platting process as opposed to the Town's waiver process. Council Member Allbritton felt that even with the suggested change it was not going to stop developers from building. Council Member Jablonski clarified that the intent was not to necessarily stop building, but to stop using the Waiver of Plat process as an economic shortcut by developers.

Town Attorney Poliakoff explained the entire platting application process through the Town and Broward County. Mayor Breitreuz explained the history of the Waiver of Plat process and explained what it was originally intended to accomplish but it appears that most people are utilizing the process nowadays to make a profit and not pass the property onto their family members.

Council Member Kuczenski supported using the Waiver of Plat process only for keeping the property with the family and not for profit motivated purposes. Council Member Jablonski advised

that after speaking with Town Attorney Poliakoff he felt that if the Waiver of Plat process was being used to move the property line, or an easement or Right-Of-Way he needed some distance requirement. It was determined that 50 feet was an appropriate number. He summarized the scenarios for an allowable Waiver of Plat as such: 1) to fix the lot lines with a maximum of 50 feet; 2) allow the Waiver of Plat to subdivide two lots but the property owner must agree that they will not sell the subdivided lot for 36 months unless the Town Council deems otherwise; and 3) for larger parcels allow the Waiver of Plat to subdivide the a smaller lot with a deed restriction that the larger lot cannot be subdivided any further. Mayor Breitzkreuz supported options 1 and 3 but did not wish to offer option 2. After further Council discussion the Town Council verbally supported only offer options 1 and 3.

Town Attorney Poliakoff indicated that he and Town Planner Jeff Katims would prepare an ordinance for a future Town Council agenda.

Vice Mayor Hartmann congratulated Nancy and Howie Fink on their 37th Wedding Anniversary. He advised that the 1st Budget Hearing would be held on September 13th and the 2nd Budget Hearing would be held on September 23rd. Both meetings start at 6 pm and are followed by the Town Council Regular Meeting. He advised that there was no millage rate increase proposed, nor was there going to be an increase in the Solid Waste Assessment. He advised that Council Member Jablonski was able to identify some projects that did not need to be budgeted for next year with the savings going towards offsetting the initially proposed increase to the Fire Assessment. As a result, the Fire Assessment was only going to increase 9.7% instead of a 21% increase or approximately \$60 per residential dwelling unit instead of \$135. He also talked about a rash of car break-in thefts and reminded people not to leave their key fobs in their cars which makes it too easy for thieves to gain access and steal the car.

Council Member Kuczenski advised that the Rural Public Arts Design and Advisory Board indicated that they are moving forward with the mural project at Founder's Park. He indicated that the artists, Laura Warren, was seeking any ideas the Town Council may have for the mural. He advised that the Charter Review Committee would be holding their first meeting on September 1st here at Town Hall. He's heard of different options that may be floated to the Committee, one of them being to review the Charter every ten years instead of every 4 years. He gave an update on the state of the COVID pandemic and that he has heard that there may be a shift to charge not vaccinated people the cost of providing their care as opposed to it being paid by the federal government. He also indicated that some large companies like Delta Airlines are going to start charging their employees increased health care premiums to help offset the costs of providing treatment for COVID.

Council Member Allbritton also provided an update on data he received regarding COVID in the State of Florida. He spoke about his attendance at the Broward League of Cities meeting and updated the public about what was discussed. He urged the public to consider getting vaccinated. He thanked Detective Jeff Hobales of Davie Police and the officers working in Southwest Ranches for their increased traffic enforcement efforts.

Mayor Breitkreuz thanked Davie Police for the vacation watch service they offer. Recently when he was on vacation he utilized this service and received notifications when Davie Police visited his property. He also spoke about the upcoming September 11th 20th Anniversary Commemoration Ceremony. He felt while this would be a somber remembrance it was necessary to remember the lives lost and the sacrifices made that day. He recognized that many people going off to college this year were not even born when this event occurred, so it was extremely important for remembrances such as this one to occur so that everyone remembers that our freedoms come with a cost. He encouraged all residents to come to the event at Town Hall.

6. Legal Comments

Town Attorney Poliakoff advised for residents who wish to visit Founders Park they could park along the wall to the west of CVS. The parking spaces there were actually intended to be used by those who wished to visit the park. He also indicated that two City Commissioners in Broward County recently passed away. He offered condolences to the families of Carl Schechter of Pembroke Pines and Bill Julian of Hallandale Beach. He indicated that his office had completed the language for the Fireworks Bill and would be submitting to the Florida Legislature. Lastly, he indicated that the lawsuit against Pembroke Pines was finally going to trial on October 11th and it was slated for two weeks. Town Administrator Berns has been meeting with his counterpart in Pembroke Pines in the hopes of reaching some type of settlement.

7. Administration Comments

Town Administrator Berns confirmed that he has been meeting with Pembroke Pines City Manager Charles Dodge but no agreement in principle has been reached yet. He also advised that he has met with Davie Town Administrator Rick Lemack on various issues including the proposed traffic light at Volunteer Road and Sheridan Street. Mr. Lemack advised Town Administrator Berns the Ivanhoe HOA community would be providing feedback from their membership. Davie will take their stance on that issue once they hear back from the Ivanhoe HOA Presidents. He advised that Mr. Lemack supported our request to place Equestrian Crossing signs along Volunteer Road by the Equestrian Park. He asked that our Public Works Director coordinate with the Town of Davie Engineer.

Ordinance – 1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A PERMANENT RESIDENCY REQUIREMENT TO BE APPOINTED TO SERVE AS A VOTING MEMBER ON A TOWN BOARD; CREATING SECTION 2-95 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "PERMANENT RESIDENCY REQUIREMENT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held September 13, 2021}

The following motion was made by Council Member Kuczenski, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE SUBJECT TO AMENDING PERMANENT RESIDENCY REQUIREMENT SECTION 2-95 TO STATE “..UNLESS FIVE MEMBERS OF THE TOWN COUNCIL DETERMINE OTHERWISE, ..”.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH DBI SERVICES, LLC IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$524,820.25) TO COMPLETE THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO CORRECTING A SCRIVERNOR’S ERROR IN THE RESOLUTION HEADER TO REFLECT THE CORRECT AMOUNT (\$524,820.25).

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$355,000.00) TO COMPLETE THE COUNTRY ESTATES DRAINAGE AND WATER QUALITY IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING THE FUNDING COMMITMENT FOR THE FISCAL YEAR 2021-2022 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE AND WORK ORDER FOR THE PURCHASE AND INSTALLATION OF TWO AIR CONDITIONING SYSTEMS FOR THE ROLLING OAKS PARK BARN FACILITY FROM AMERICAN PRIDE MECHANICAL IN THE AMOUNT OF ELEVEN THOUSAND, THREE HUNDRED FIFTY SIX DOLLARS (\$11,356.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Jablonski, Kuczenski, Vice Mayor Hartmann, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion

13. Commercial Retail Sale of Plants Not on Farms Discussion - Mayor Breitkreuz

Mayor Breitkreuz advised that he asked that this item be placed on the agenda. He spoke of the history of this issue which has historically been referred to as the Nursery Ordinance. It has gone to the Comprehensive Plan Advisory Board and the Town Council on more than one occasion and has had some contentious aspects to it. There is a central piece to it that he felt was essential and was one of the two main reasons why Council sought to make these changes in the first place. The first concerned retail commercial non-agricultural businesses in a residential area. Currently there is no restriction in place to prohibit a retail commercial establishment from opening in a residential neighborhood. He appreciated the efforts of the Comprehensive Plan Advisory Board and cited the Zoning in Progress for these types of establishments. He also thanked Town Planner Jeff Katims for his efforts. He stated that the new language proposed will not affect businesses with the Agricultural Classification. He specified that there are provisions in the new ordinance that will protect those businesses with the Agricultural Classification. He cited a phrase contained within Section K pertaining to where the plants are grown and asked if it could be removed. He felt the language added confusion. He proposed to the Town Council that the phrase be removed.

Council Member Kuczenski indicated his support for this ordinance to move forward with the removal of this language. The rest of the Council voiced their support. Council Member Jablonski asked when the Zoning in Progress was set to expire. Town Attorney Poliakoff indicated that it was just recently extended another 60 days. Mayor Breitkreuz asked Town Administrator Berns when the item could be expected on a Town Council agenda. Town Administrator Berns indicated that it would appear on the September 13th meeting on First Reading and be adopted by the end of September. Mayor Breitkreuz stated that if this item doesn't get approved soon there are several of these businesses that are seeking to open up in residential neighborhoods.

Newell Hollingsworth stated that this proposed piece of legislation did not address the proposed conversion of residences. He wanted to see that added back in. Mayor Breitkreuz felt that was important to address but felt it could be addressed separately.

Mayor Breitkreuz addressed expansion of commercial retail nurseries that were accessed from an arterial roadway. He was under the impression that if there was access on a non-arterial roadway then you could not use it for a retail nursery. Town Attorney Poliakoff suggested that language be added to the ordinance that stated that if the property had access on non-arterial roadways they cannot be added to the commercial retail nursery. Town Attorney Poliakoff suggested language that would be added to the ordinance.

Council Member Kuczenski asked if this ordinance would have addressed the issue that occurred with the nursery to the east of Town Hall. Mayor Breitkreuz stated their access could not be off of the side road as it is now. The access would have to be off of Griffin Road if they could even get it. Mayor Breitkreuz acknowledged that the ordinance as proposed may not be perfect but wanted this passed as soon as possible and minor tweaks could be made to address some of the other issues being raised.

Adjournment

Meeting was adjourned at 9:02 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of October 2021

Steve Breitkreuz, 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.

EXECUTIVE SESSION MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Monday 7:00 PM

September 20, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Council Member David Kuczenski

Executive Session of the Town Council of Southwest Ranches was held in the Grand Oaks Conference Room located at Town Hall. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 6:09 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. A transcriptionist was on hand to make a detailed transcription of the events of the meeting. A copy of the transcript will be available at the conclusion of the cases.

Pursuant to Section 286.011(8), Florida Statutes, the Town Council met in a Closed Attorney/Client Executive Session to discuss strategy and/or strategy relating to pending litigation in the following cases:

1. **Town of Southwest Ranches v. City of Pembroke Pines**
Case: CACE 12-028819 (25)

2. **Town of Southwest Ranches v. Nancy Meyer**
Case: CACE 16-020836 (02)

3. **Adjournment**

Meeting was adjourned at 8:20 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of October, 2021.

Steve Breitkreuz, Mayor

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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.

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