



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 23, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Bob Hartmann		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

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**

Quasi-Judicial Hearings

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

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

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

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

place.

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

3. RESOLUTION APPROVING WAIVER OF PLAT NO. WP-30-21)

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-30-21 TO SUBDIVIDE 4.136 ACRES OF PROPERTY INTO TWO LOTS OF 2.0 NET ACRES EACH; GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE LURAY ROAD AND HOLATEE TRAIL INTERSECTION; LEGALLY DESCRIBED AS THE NORTH ONE HALF OF TRACT 48, LESS THE WEST 40 FEET AND LESS THE NORTH 40 FEET FOR ROADS, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND CO.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

4. 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.

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Ordinance - 2nd Reading

- 9. 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 SEPTEMBER 13, 2021}

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” SECTION 045-030, “GENERAL PROVISIONS” TO REGULATE THE LOCATION OF NEW BUSINESSES ENGAGED IN COMMERCIAL RETAIL SALES OF PLANTS ON PLOTS AND PORTIONS OF PLOTS THAT ARE NOT FARMS (NO AGRICULTURAL PROPERTY TAX CLASSIFICATION) AND TO PROVIDE FOR NONCONFORMING USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - September 13, 2021}**
- 11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” 045-030, “GENERAL PROVISIONS” BY CREATING SUBSECTION (X) TO PROHIBIT THE CONVERSION OF A SINGLE-FAMILY DWELLING FOR NONRESIDENTIAL USE WITHOUT FIRST OBTAINING A SPECIAL EXCEPTION USE PERMIT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - September 13, 2021}**

Ordinance - 1st Reading

- 12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY ADDING A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-22-2)**
- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITION OF GUEST HOUSE IN THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-22-1)**
- 14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” SECTION 045-030, “GENERAL PROVISIONS,” TO AUTHORIZE GUEST HOMES OF THE SAME SIZE ON ALL PLOTS OF 35,000 SQUARE FEET AND LARGER; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN**

EFFECTIVE DATE.

15. 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)
16. 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)

Resolutions

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6200 STALLION WAY, A SINGLE FAMILY HOME LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO ARC ELECTRIC, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) TO PURCHASE AND INSTALL A SCHOOL ZONE FLASHING BEACON ON SW 172ND AVENUE, AUTHORIZING THE TOWN ADMINISTRATOR TO

EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

- 19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

20. Adjournment

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

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

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

Town Council
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: 9/23/2021
SUBJECT: RESOLUTION APPROVING WAIVER OF PLAT NO. WP-30-21)

Recommendation

The Application complies with ULDC requirements and provides existing and potential future areas for agricultural use. Should the Council approve the Application, staff recommends attachment of conditions enumerated in the staff report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioners requests approval of a Waiver of Plat to subdivide 4.136 acres into two parcels of 2.0045 net acres (Tract "A") and 2.0002 acres (Tract "B") for the stated purpose of building a house for the Petitioners' daughter. This Application was submitted several months before enactment of the Zoning in Progress affecting Waivers of Plat and subdivision of lots with FPL primary transmission easements (the latter of which applies only to RE zoning, not the RR zoning of the subject property).

The Property contains a house, riding ring, stables, and paddocks. Approximately half the Property has an agricultural property tax classification. A 330-foot FPL primary powerline transmission easement crosses the southern half of the Property.

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
Resolution - WP-30-21 - TA Approved	9/16/2021	Resolution
Staff Report	9/10/2021	Executive Summary
Property Survey Showing Lot Split	9/16/2021	Backup Material
Mail Notice Radius Map	9/10/2021	Backup Material
Mail Notice Mailing List	9/10/2021	Backup Material

RESOLUTION NO. 2021-___

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-30-21 TO SUBDIVIDE 4.136 ACRES OF PROPERTY INTO TWO LOTS OF 2.0 NET ACRES EACH; GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE LURAY ROAD AND HOLATEE TRAIL INTERSECTION; LEGALLY DESCRIBED AS THE NORTH ONE HALF OF TRACT 48, LESS THE WEST 40 FEET AND LESS THE NORTH 40 FEET FOR ROADS, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND CO.", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

WHEREAS, at a duly noticed public hearing held on September 23, 2021 the Town Council reviewed Waiver of Plat Application No. WP-30-21 by Neida B. Padron and Abraham Gomez ("Petitioner") to subdivide 4.136 acres into two lots of 2.0 net acres each, exclusive of a 0.13-acre ingress/egress easement; and

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

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

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

Section 2. That, at a duly noticed public hearing held on September 23, 2021, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-30-21 to subdivide the property described in Exhibit "A" attached hereto and made a part hereof, into two parcels described and depicted in Exhibit "B" attached hereto and made a part hereof, subject to the following conditions that shall be satisfied prior to recording this Resolution:

1. Recordation of an ingress/egress easement agreement approved as to form by the Town Attorney prior to recordation of this Resolution.

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

Section 4. This approval shall expire 180 days from the date of approval if this Resolution is not first recorded in the Public Records of Broward County, Florida.

Section 5. This Resolution shall become effective upon recordation in the Public Records of Broward County, Florida with all required signatures.

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 _____

(Signatures on the Following Page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.437.01

I hereby affirm that all conditions of Town Council approval have been satisfied, and authorize recordation of this Resolution:

Keith Poliakoff, J.D., Town Attorney

Date

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Exhibit "A"

Parent Tract Legal Description

THE NORTH ONE HALF OF TRACT 48, LESS THE WEST 40 FEET AND LESS THE NORTH 40 FEET FOR ROADS, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND CO.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 180,143 SQUARE FEET (4.1355 ACRES), MORE OR LESS.

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EXHIBIT "B"
NEW PARCEL LEGAL DESCRIPTIONS

TRACT "A"

A PORTION OF THE NORTH ONE-HALF OF TRACT 48 LESS THE WEST 40 FEET AND THE NORTH 40 FEET THEREOF, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 01°49'05" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 40.01 FEET; THENCE NORTH 89°42'31" EAST ALONG A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4, 190.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°42'31" EAST ALONG SAID PARALLEL LINE 140.15 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 48; THENCE SOUTH 01°49'32" EAST ALONG SAID EAST LINE 620.88 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF SAID TRACT 48; THENCE SOUTH 89°42'12" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF OF TRACT 48 FOR 66.70 FEET; THENCE NORTH 01°49'05" WEST 254.67 FEET; THENCE SOUTH 88°10'55" WEST 171.50 FEET; THENCE NORTH 01°49'05" WEST ALONG A LINE 92 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 FOR 106.75 FEET; THENCE NORTH 16°19'04" EAST 99.38 FEET; THENCE NORTH 71°21'10" EAST 70.07 FEET; THENCE NORTH 01°49'05" WEST ALONG A LINE 190 FEET EAST OF AND PARALLEL WITH SAID WEST LINE 146.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 98,299 SQUARE FEET (2.0041 ACRES), MORE OR LESS.

TRACT "B"

A PORTION OF THE NORTH ONE-HALF OF TRACT 48 LESS THE WEST 40 FEET AND THE NORTH 40 FEET THEREOF, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 01°49'05" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 40.01 FEET; THENCE NORTH 89°42'31" EAST ALONG A LINE 40 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 FOR 40.01 FEET TO A POINT ON A LINE 40 FEET EAST OF AND PARALLEL WITH SAID WEST LINE AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°42'31" EAST ALONG SAID LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 FOR 150.05 FEET; THENCE SOUTH 01°49'05" EAST ALONG A LINE 190 FEET EAST OF AND PARALLEL WITH SAID WEST LINE 146.69 FEET; THENCE SOUTH 71°21'10" WEST 70.07 FEET; THENCE SOUTH 16°19'04" WEST 99.38 FEET; THENCE SOUTH 01°49'05" EAST ALONG A LINE 92 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, 106.75 FEET; THENCE NORTH 88°10'55" EAST 171.50 FEET; THENCE SOUTH 01°49'05" EAST 254.67 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF OF TRACT 48; THENCE SOUTH 89°42'12" WEST ALONG SAID SOUTH LINE, 223.58 FEET TO A POINT ON SAID LINE 40 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4; THENCE NORTH 01°49'05" WEST, ALONG SAID PARALLEL LINE 620.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 92,828 SQUARE FEET (2.1310 ACRES), MORE OR LESS INCLUDING THE INGRESS/EGRESS EASEMENT, AND 87,128 SQUARE FEET (2.0002 ACRES) EXCLUDING THE INGRESS/EGRESS EASEMENT.

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

September 23, 2021

- SUBJECT:** Waiver of Plat Application WP-30-21
- LOCATION:** 6620 Holatee Trail; located at the SE corner of Holatee Trail and Luray Road.
- OWNER/
PETITIONER:** Neida B. Padron and Abraham Gomez
- AGENT:** Pulice Land Surveyors, Inc.
- LAND USE PLAN
DESIGNATION:** Rural Ranches
- ZONING:** Rural Ranches
- PUBLIC NOTICE:** Legal notice in newspaper and mail notice within 1,500-foot radius
- EXHIBITS:** Staff Report, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioners requests approval of a Waiver of Plat to subdivide 4.136 acres ("Property") into two parcels of 2.0045 net acres (Tract "A") and 2.0002 acres (Tract "B") for the stated purpose of building a house for the Petitioners' daughter. The Property contains a house, riding ring, stables, and paddocks. Approximately half the Property has an agricultural property tax classification. A 330-foot FPL primary powerline transmission easement crosses the southern half of the Property. Paddocks, stables and a wooded area are located within the easement.

Proposed Tract "A" contains the Petitioners' house, a large barn and smaller accessory structures. The stables and one accessory structure do not meet setback requirements, although they are within the portion of the Property designated agricultural by the Broward County Property Appraiser and are not required to comply with zoning setbacks. Although existing equestrian facilities occupy the majority of proposed Tract "A," a smaller barn and paddocks could be constructed behind the house in compliance with setback requirements and outside of the FPL easement. The proposed tract complies with lot area and lot width requirements. The plot will continue to comply with plot coverage requirements, and the subdivision will not create or exacerbate any nonconformities.

Although the Petitioners' and their daughter state they intend to utilize the existing equestrian facilities, proposed Tract "B" was configured specifically to provide an area for its own future two-stall barn and paddock that are compliant with all setback requirements. Proposed Tract "B" is

2.0002 net acres in area excluding the 0.131 acre ingress/egress easement, and complies with lot area and width requirements.

The existing rights-of-way widths for both Luray and Holatee are sufficient, requiring no additional dedication. Tract "A" will not have frontage on any street, as Tract "B" will border it on three sides. Access to Tract A will be via a new ingress/egress easement connecting it to Holatee Trail via the existing north and south driveway entrances into the Property. The ingress/egress easement would connect the driveways, giving each property owner access to both driveways.

Letters of no objection are on file from all applicable utilities, including Central Broward Drainage District.

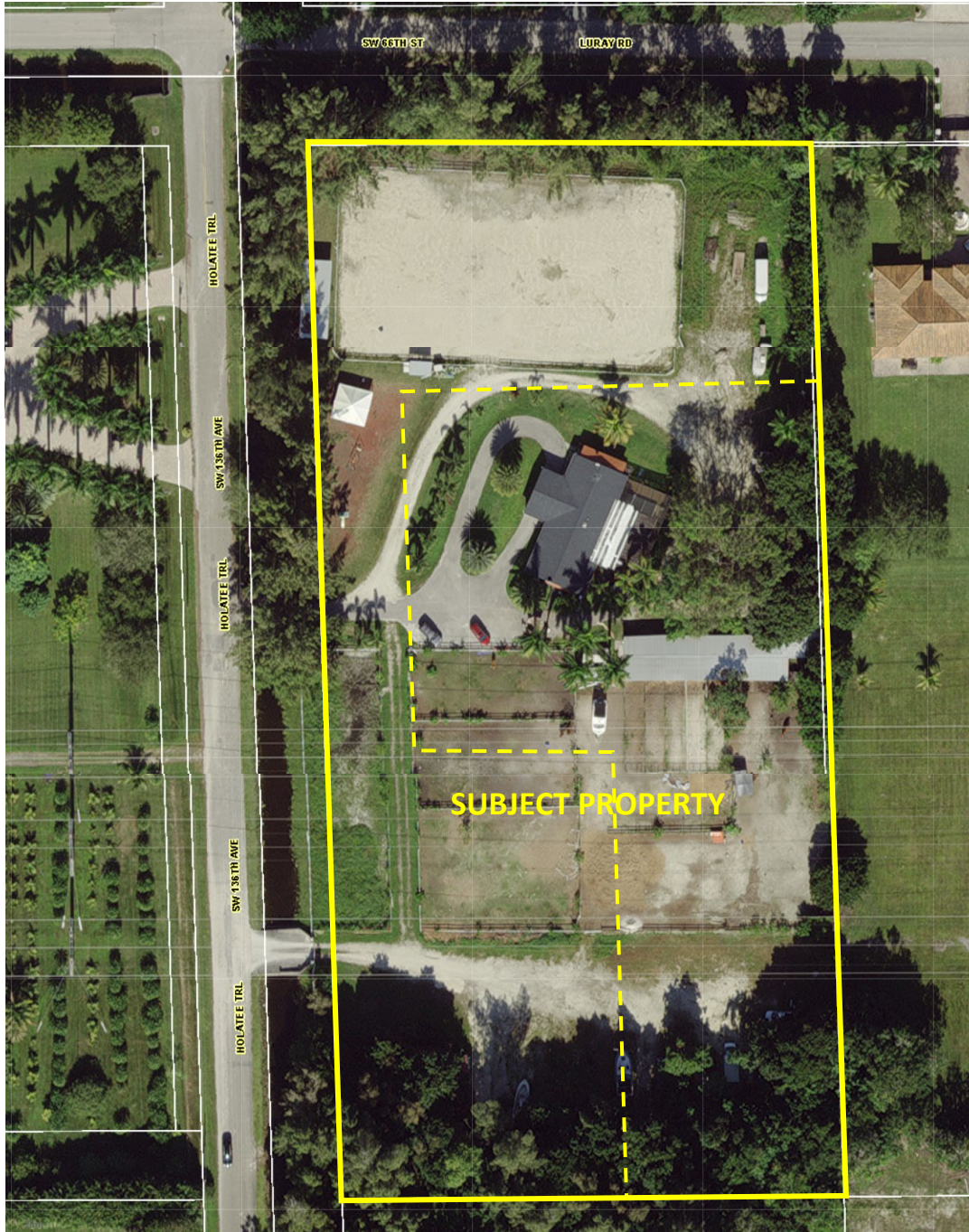
RECOMMENDATION

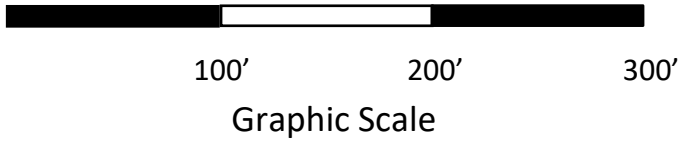
Staff finds that the Application meets the requirements of the ULDC. Should Council approve the Application, staff recommends the following conditions that must be satisfied prior to this approval becoming effective (Recordation of the approving Resolution):

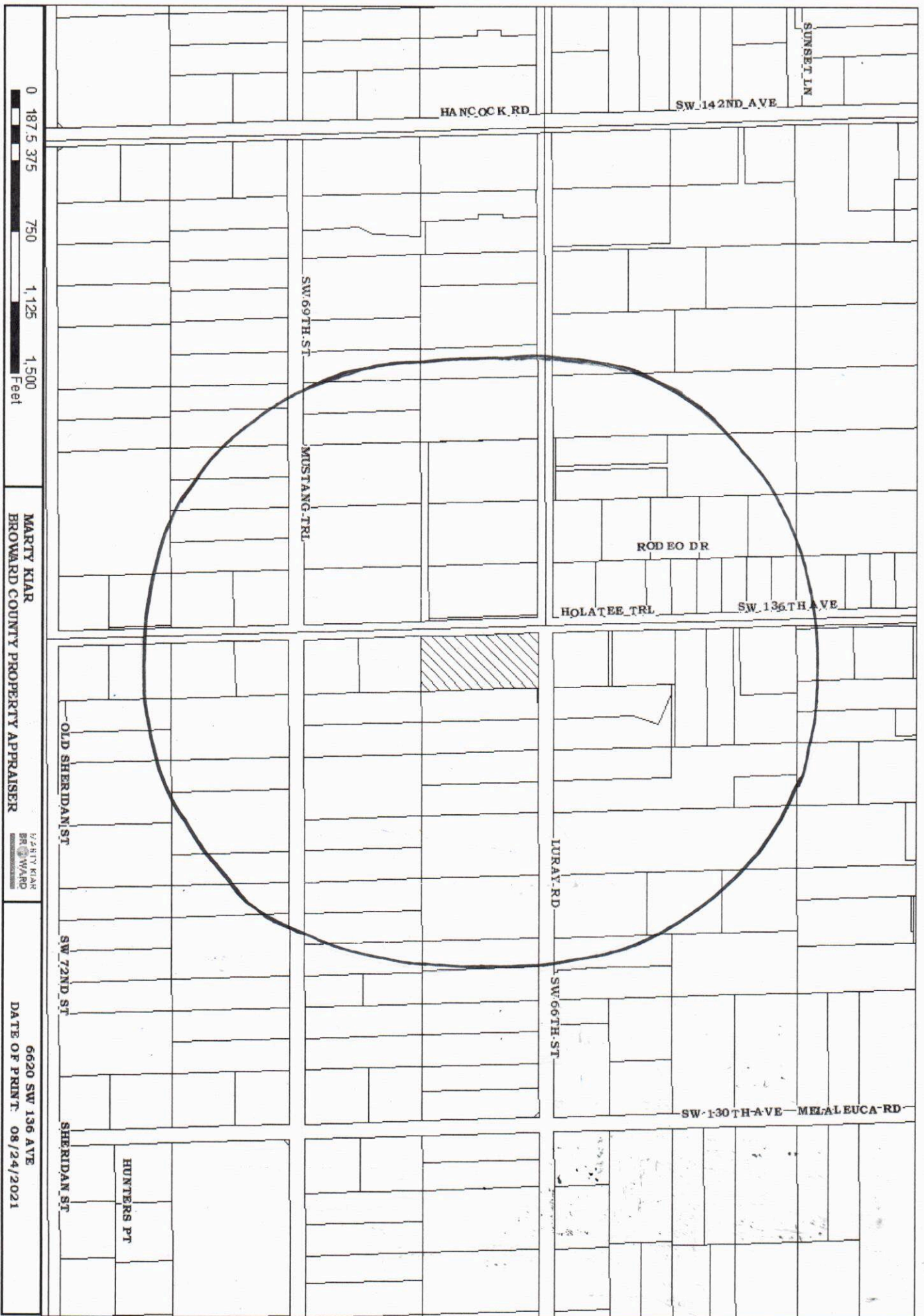
1. Recordation of an easement agreement approved by the Town Attorney as to form, granting ingress and egress rights to proposed Tract "A" and providing for maintenance of the improvements within the easement.
2. Removal of all nonconforming structures on Tract "B."

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-30-21 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

**WAIVER OF PLAT APPLICATION NO. WP-30-21
LOCATION MAP AND AERIAL**







FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
514002010081	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40N 40 OF TRS 49-60,W 40 TRS 16,1748 & 49,S 60 TRS 49-60,S 60 TR64,E 40 TRS 56,41,24 & 9,W 40TRS 57,40,25 & 8,S 40 TRS 17-28,N 40 TRS 37-48,S 40 TRS 37-48,N40 TRS 5-16,E 20 TRS 5,28,37 &60,W 50 TRS 1-4,29-32,34-36,61-64
514002010125	WILSON,GLENN & DONNA H	13280 STIRLING ROAD	SOUTHWEST RANCHE FL	FL	33330	3120	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 13 S 580 TOGETHER WITHE 25 OF SAID TR LESS THAT PT OFE 25 LYING WITHIN 55 S & 11WITH NL OF WW1/4
514002010127	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB2-51 D 2-51 40S 20 OF N1/2 OF TR 18
514002010132	WEINER,LAWRENCE C & LORETTA R	6410 HOLATEE TRL	SOUTHWEST RANCHE FL	FL	33330	3710	EVERGLADES SUGAR & LAND CO SUB2-51 D 2-51 40TR 17 S1/2 OF S1/2 OF N1/2,LESSW 40 FOR RD,TR 18 S1/2 OF S1/2OF N1/2 TOGETHER WITH S. 20OF N1/2 OF S1/2 OF N1/2 OF TRS 17 & 18,LESS THEREFROMTHE S 20 OF N1/2 OF TRS 17 & 18
514002010133	NECUZE,GERARDO & MARCIA	13351 LURAY RD	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 19 E1/2 LESS N 330 & LESSS 40 FOR RD TOGETHER WITH TR19 W1/2 N 660
514002010134	ANGELA PARISH RUSSELL REV LIV TRRUSSELL,ANGELA PARISH TRSTEE	6300 SW 136 AVE	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 17 N1/2 OF N1/2 LESS S. 30 &LESS W 40,TR 18 N1/2 OF N1/2LESS E 263.67 & LESS S 30.00
514002010138	PRESCHER,NELSON H/ESALOMON,DANIELLA	6350 SW 136 AVE	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 18 E 263.67 OF N1/2 OF N1/2 & TR 17,18 S 30 OF N1/2 OF N1/2LESS E 263.67 & LESS W 40 FORRD
514002010142	ZITO,JOHN F & MIKKOJOHN F ZITO REV LIV TR	13551 LURAY RD	SOUTHWEST RANCHE FL	FL	33330	3734	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 17 S1/2 OF S1/2 LESS W 40 &LESS S 40 FOR RDS
514002010143	GONZALEZ,EDUARDO & LORETTA	6500 HOLATEE TRL	SOUTHWEST RANCHE FL	FL	33330	3712	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 17 N1/2 OF S1/2 LESS S 20THEREOF & LESS W 40 FOR RD &TRACT 17 S 20 OF N1/2
514002010144	NECUZE,GERARDO & MARCIA	13351 LURAY RD	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 19 N 330 OF E1/2
514002010145	CHIN,DENNIS & LILLA	13401 SW 66 ST	SOUTHWEST RANCHE FL	FL	33330	3732	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 19 W1/2 LESS N 660 & LESSS 40 FOR RD
514002010148	RIPAK,ROY M HEABIGANTUS,NUVIA L	13500 STIRLING RD	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 15 S1/2 OF W1/2 & TR 15 W 200F N1/2,LESS POR OF W 20 OF N1/2TR 15 IN NW1/4 SEC 2 LYINGWITHIN 55 FEET S & PARA W/L N/LSAID SEC 2
514002010149	V7 INVESTMENTS LLC	7741 SW 182 TER	PALMETTO BAY FL	FL	33157		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 15 S 528 OF E1/2 &TRACT 15 E 24 OF N 738.41OF S 1266.65
514002010151	SHAPIRO,ERICA & BILLY	13251 LURAY RD	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 21, LESS S 40 FOR RD ANDLESS N 792
514002010152	13301 LURAY ROAD LLC	13351 LURAY RD	SOUTHWEST RANCHE FL	FL	33332		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 20 LESS S 40 FOR RD
514002010153	POLIAKOFF,SHERRI	13211 LURAY ROAD	SOUTHWEST RANCHE FL	FL	33330	3728	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 21 S 396 OF N 792
514002010154	LEE,CHI HUNG & WOON KWAN LAM	13221 LURAY ROAD	SOUTHWEST RANCHE FL	FL	33330	3728	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 21 N 396
514002010156	NECUZE,GERARDO & MARCIA	13351 LURAY RD	SOUTHWEST RANCHE FL	FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40S1/2 OF S1/2 OF TR 14

514002010160	RUBLE-LUCENA,ERICALUCENA,BRYAN	13201 LURAY RD	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40S1/2 OF TR 22 LESS S 40 THEREOF& LESS COMM AT SE COR OF SAID TR22, N 40.02 TO POB, W 147.50, N20.60, W 7.58, NLY 150.87, W3.19, N 449.67, E 165, S 620.70 TO POBAKA: LOT A
514002010162	ANGUS LEO ARCHER III LAND TR%GRANT TANI BARASH & ALTMAN LLC	9100 WILSHIRE BLVD STE 1000W	BEVERLY HILLS CA	90212	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 22 N1/2
514002010164	AGUIRRE,CATHERINEHERNANDEZ,EDUARDO JOSE RODRIGUEZ	13151 LURAY RD	SOUTHWEST RANCHE FL	33330	EVERGLDES SUGAR & LAND CO SUB2-39 D 2-51- 40A PORTION OF S1/2 OF TRACT 22DESC AS:COMM AT SE COR OF SAIDTR 22, N 40.02 TO POB, W 147.50,N 20.60, W 7.58, NLY 150.87, W3.19, N 449.67, E 165, S 620.70 TO POBAKA:LOT B
514002010175	CHEHAB,MOSBAH A	6400 HOLATEE TRL	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 17 N1/2 OF S1/2 OF N1/2 LESSW 40 FOR RD,TR 18 N1/2 OFS1/2 OF N1/2 LESS THEREFROMS20
514002010177	ZITO,JOHN FRANCIS &ZITO,MIKIKO	13551 LURAY ROAD	SOUTHWEST RANCHE FL	33330 3734	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 17 S 20 OF N1/2 OFS1/2
514002010312	SAMUEL,ASANTE T & JENIVA NASANTE T & JENIVA N SAMUEL TR	11007 GARDEN RIDGE CT	FL	33328 7308	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40PORTION OF TR 49 DESC AS COMM ATNW COR OF SW1/4 OF SW1/4,S ALGWIL 331.04,ELY 40.01 TO POB,CONTELY 290.28,NLY 276.39,WLY 290.30S 289.26 TO POB
514002010314	MOODY MANOR INC	2700 W 81 ST	FL	33016	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 49 N1/2 OF S1/2 LESSW 40 FOR RD
514002010315	LITTLE,ASHLEY	7000 SW 136 AVE	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 41PORTION OF TR 49 DESC AS COMM ATNW COR OF SW1/4 OF SW1/4 OF SEC,S ALG W/L OF SW1/4 OF SW1/4 FOR331.04,ELY 20 TO W/L OF TR 49 &POB,CONT ELY 310.28,SLY 344.07,WLY 310.37 TO W/L OF SAID TR,N330.69 TO POB,LESS RD
514002010319	GISSIN,STEVENGISSIN,KAREN	13200 LURAY ROAD	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 43 N1/2,LESS E 177.71 & LESSN 40 FOR RD
514002010320	GISSIN,STEVEN & KAREN	13200 LURAY ROAD	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 43 E 177.71 OF N1/2 LESS N 40FOR RD
514002010323	PHIPPS,DAVID & CAROLYN E	13505 MUSTANG TRL	SOUTHWEST RANCHE FL	33330 3746	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 48 S1/2 OF S1/2 LESS W 40 &LESS S 40 FOR RD
514002010324	BRAVO,SALVADOR & OLDANIA	13211 MUSTANG TRL	SOUTHWEST RANCHE FL	33330 3740	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 44 E1/2 OF S1/2 LESS S 40FOR RD
514002010325	AON RANCHES LLC	891 NW 35 LN SUITE 210	FL	33172	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 46 S1/2 LESS S 40 FOR RD
514002010326	ALVAREZ,RODOLFO H/EALVAREZ,MARISOL	13201 MUSTANG TRAIL	SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 43 W1/2 OF S1/2 LESS S 40FOR RD
514002010328	DANIELS,PATRICIA M	13119 MUSTANG TRL	SOUTHWEST RANCHE FL	33330 3738	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 43 N 310 OF E1/2 OF S1/2
514002010329	LADLAW,ADRIAN &MORRISON- LADLAW,MICHELE	6740 HOLATEE TRL	SOUTHWEST RANCHE FL	33330 3716	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TR 48 N1/2 OF S1/2 LESS W 40FOR RD
514002010330	THARP,BARRY & GLORIA	13291 MUSTANG TRL	SOUTHWEST RANCHE FL	33330 3740	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51- 40TRACT 44 W1/2 OF S1/2 LESS S 40FOR RD

514002010331	SPERDUTO,DEBRA LOUISESPERDUTO,GAETANO DAVID ETAL	13300 LURAY ROAD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 44 N1/2 LESS N 40 FOR RD
514002010332	WOLFF,REBECCA RREBECCA R WOLFF TR	13320 LURAY RD	SOUTHWEST RANCHE FL	33330	3731	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 45 N1/2 LESS N 40 FOR RD
514002010333	BIREL LLC	6540 MELALEUCA RD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 46 E1/2 OF N1/2 LESS N 40FOR RD
514002010335	13441 MUSTANG LLC	12850 HUNTER POINT	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 47 E1/2 OF S1/2 LESS S 40FOR RD
514002010336	CRUZ, LUIS A & NILDA	13451 MUSTANG TRL	SOUTHWEST RANCHE FL	33330	3744	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 47 W1/2 OF S1/2 LESS S 40FOR RD
514002010337	CAMPION,JEFFREY E & STEPHANIE H	13400 LURAY RD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 46 W1/2 OF N1/2 LESS N 40FOR RD
514002010339	PADRON,NEIDA BGOMEZ,ABRAHAM	7111 HOLATEE TRL	SOUTHWEST RANCHE FL	33330	3723	EVERGLADES SUGAR & LAND COSUB 2-39 D 2-51 40 TRACT 48 N1/2LESS W 40 & LESS N 40 FOR RDS
514002010340	GODINEZ,ARTURO	13401 OLD SHERIDAN ST	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 51 S1/2 LESS S 60 FOR RD
514002010341	PIEDRA,RAUL JR & JOSEFINA	15042 SW 17 ST	DAVIE FL	33326	2043	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 50 N1/2 LESS N 40 FOR RD
514002010342	MARTIN,JORGE REINALDO	12977 EQUESTRAIN TRL	DAVIE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 51 W1/2 OF N1/2,LESS N 40FOR RD
514002010343	AIGES,SAMUEL & SAMANTHA	13350 MUSTANG TRL	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 51 E1/2 OF N1/2 LESS N 40FOR RD,TRACT 52 W1/2 OF N1/2,LESS N 40 FOR RD
514002010344	GRACIA,RUDDY	13431 OLD SHERIDAN ST	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 50 E1/2 OF S1/2 LESS S 60FOR RD
514002010345	SHULA,ANNE M	13501 OLD SHERIDAN ST	SOUTHWEST RANCHE FL	33330	3753	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 50 W1/2 LESS N 660.32 & LESSS 100 FOR RD PER OR 8215/919
514002010350	MOORE,DAVID R & KIM AMOORE FAM REV TR	13321 OLD SHERIDAN ST	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 52 S1/2 LESS S 60 FOR RD
514002010351	RANCHES DEVELOPMENT LLC	13310 MUSTANG TRL	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 52 E1/2 OF N1/2 LESS N 40FOR RD
514002010352	HEALY,CAROLINE	13290 MUSTANG TRL	SOUTHWEST RANCHE FL	33330	3741	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TRACT 53 W1/2 OF N1/2 LESS N 40FOR RD
514002010353	GONZALEZ,RENE & RAQUEL	13200 MUSTANG TRL	SOUTHWEST RANCHE FL	33330	3741	EVERGLADES SUGAR & LAND CO SUB2-39 D 2-51 40TR 53 E1/2 OF N1/2 LESS N 40FOR RD TR 54 N1/2 LESS E1/2& LESS N 40 FOR RD
514002030020	BRIDGEMAN,JAMES & MICHAELA	13351 MUSTANG TRL	SOUTHWEST RANCHE FL	33330	3742	KIRA PLAT 138-33 BLOT 2
514002030030	BAHLMAN,ROBERT & LISA BAUER	13321 MUSTANG TRL	SOUTHWEST RANCHE FL	33330		KIRA PLAT 138-33 BLOT 3
514002050010	BURNETT,KEVIN	13451 LURAY RD	SOUTHWEST RANCHE FL	33330	3732	ANATHOTH 141-3 BPARCEL "A"
514002050020	AHMED,ARIF & SADAF	13441 LURAY RD	SOUTHWEST RANCHE FL	33330	3732	ANATHOTH 141-3 BPARCEL "B"
514002060040	PUJOL,JUAN L & MIRTHA	6250 HOLATEE TRL	SOUTHWEST RANCHE FL	33330	3706	LINDO RANCHES 148-38 BPARCEL D
514002060050	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	LINDO RANCHES 148-38 BTHE ADD'L ROAD RIGHT OF WAY ISHEREBY DEDICATED TO THEPERPETUAL USE OF THE PUBLIC
514002110010	PEREZ,KELLYDOMINGUEZ,ROBERTO C	13500 LURAY RD	SOUTHWEST RANCHE FL	33330		A.B. ESTATES 166-26 BPARCEL A
514002110020	PEREZ,ISIDORO & MILADYS	13460 LURAY ROAD	SOUTHWEST RANCHE FL	33330		A.B. ESTATES 166-26 BPARCEL B
514002110030	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	A.B. ESTATES 166-26 BADDITIONAL 2 FOOT RIGHT-OF-WAYDEDICATED TO PUBLIC PER PLAT
514003010021	OSHEROFF,MARC A H/EOSHEROFF,ROBIN B	13600 STIRLING ROAD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TR 2 E 30 LESS N 40 & LESSS 792 THEREOF,TOGETHERWITH TR 2 S 792

514003010027	BLISSETT,FRANCES	6231 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 1 S 264 LESS PART LYING WITHIN 45 OF E/L OF SEC
514003010200	HEARN,CHRISTINE	6321 SW 136 AVE		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 264, LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010201	REYES,LARRY H/EPERDOMO,DOLORES	6301 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 N 132 LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010230	KUCZENSKI,DAVID	6411 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 792 LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010231	ROSS,CHERRYROSS,DAVID	2645 GEARY ST		MATLACHA FL	33993	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 660, LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010232	POONAI,TEJ N & ROSE O	6511 HOLATEE TRAIL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 792 LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010233	HANIFF,MOHAMED MASHUD/MOHAMED MASHUD HANIFF REV TR	13611 LURAY RD		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 264 LESS PT LYING WITHIN 40 OF E/L OF SEC & LESS PT LYING WITHIN 40 OF S/L OF SEC
514003010270	WEGMANN,MARNETTE F	13901 LURAY ROAD		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 28 LESS N 639 & LESS S40 FOR RD
514003010271	NIKKI & JOEY NURSERY LLC	135 WESTON RD #328		WESTON FL	33326	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 29 LESS S 40 FOR RD
514003010320	BRACKEN,CANDACE H/EBRACKEN,MILDRED C LE ETAL	6401 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 528 LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010321	NELSON,LYNN C & ERIK	6331 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 32 S 132 OF N 396, LESS PT LYING WITHIN 40 OF E/L OF SEC
514003010322	STRECKFUS,ELISABETHREESE,LAURIE	13801 MUSTANG TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 35 S 1/2 LESS S 40 FOR RD
514003010323	GIRON,ALEXANDER	13821 MUSTANG TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 36 E 1/2 OF S 1/2 LESS S 40 FOR RD
514003010324	SALMON,DWIGHT A	13901 MUSTANG TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 37 E 1/2 OF S 1/2 LESS S 40 FOR RD
514003010332	GRAY,EILEEN MARY	3401 NE 21 AVE		LIGHTHOUSE POINT FL	33064	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 37 E 1/2 OF N 1/2 LESS N 40 FOR RD
514003010369	EAST WIND INVESTMENTS LLC	15355 DE HAVILLAND CT		WELLINGTON FL	33414	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 34 N 1/2 LESS LURAY RD & LESS S 40
514003010371	FUSTOK,KAMAL & AMANDA	6801 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 33 S 1/2 LESS RDS
514003010373	WEECH,RONALD & MICHELLE	15000 FOXHEATH DR		FORT LAUDERDALE FL	33331	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 36 N 1/2 LESS N 40 & LESS S 40
514003010378	HARMER,STEPHEN & JENNILYNN	13800 LURAY ROAD		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 35 N 1/2 LESS LURAY RD & LESS S 40
514003010380	SANCHEZ-DIAZ,PEDRO A & SANCHEZ,ROSA J	13711 MUSTANG TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 34 S 1/2 LESS S 40 FOR RD
514003010381	GOMEZ,EDUARDOGOMEZ,CLARA	6601 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 35 N 1/2 OF TRACTS 33,34,35 & 36
514003010401	JARAMILLO,NICOLAS & ALEXANDRA	7011 HOLATEE TRL		SOUTHWEST RANCHE FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51 40TRACT 64 S 1/2 OF N 1/2 LESS E 40

514003010406	DIFEDE,ANTHONYDIFEDE,RENEE	2220 SW 119 TER	DAVIE	FL	33325	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TR 64 N 330.37 OF S1/2 LESS E 40FOR RD
514003010408	AMATO,FRANK	6901 HOLATEE TRL	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LANDCO SUB 2-39 D 3-51-40TR 64 N1/2 OF N1/2 LESS E 40 & LESS N 40 FOR RDS
514003010413	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301 1801	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40THAT PORTION OF N 330.37 OF S1/2OF TRACT 64,LIVING WITHIN 55' OFE/L OF SEC 3.LESS THE E 40'THEREOF
514003010420	PALOMBO,CLAUDIA M & COLIN R	13700 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TR 63 E1/2 OF N1/2,LESS N 40FOR RD
514003010421	ALPIZAR,ALEX & RAQUEL	13710 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TR 63 W1/2 OF N 660.32 LESSN 40 FOR RD
514003010440	RAMMARINE,JEAN D & BOYEE R	107-29 129 ST	RICHMOND HILL	NY	11419	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TRACT 36 W1/2 OF S1/2 LESS S 40FOR RD
514003010460	HUGDAHL,DENNIS & HOLLY	13870 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330 3612	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TR 61 E 3/5 OF N1/2,LESS N 40 FOR RD
514003010461	FARAH,CARLOS M & SANDRA A	13840 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330 3612	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TR 61,W2/5 OF N1/2,LESSN 40 FOR RD
514003010470	ROZIER,TERRY III	13770 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TRACT 62 E1/2 OF N1/2,LESS 40 FOR RD
514003010471	PETERS,PAUL JTEJEDA,ELIZABETH ETAL	13800 MUSTANG TRL	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TRACT 62 W1/2 OF N1/2,LESS 40 FOR RD
514003010491	ZINN,CRAIG M	13711 OLD SHERIDAN ST	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40TRACT 62 S1/2 LESS S 60 FOR RD,TRACT 63 S1/2 LESS S 60 FOR RD
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514003020010	CORDERO,ROLANDO A	6511 RODEO DR	SOUTHWEST RANCHE	FL	33330 3600	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
514003020020	MONNOT,FREDERIC	6451 SW 136 LANE	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
514003020030	TETRO,JANE & DONALD	6401 SW 136 LANE	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
514003020040	ROSS,CERRYROSS,DAVID	2645 GEARY STREET	MATALACHA	FL	33993	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
514003020050	ROSS,DAVIDROSS,CERRY	2645 GEARY STREET	MATLACHA	FL	33993	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
514003080010	MOSES,RAYMOND M & BAIDWATTE	13811 LURAY RD	SOUTHWEST RANCHE	FL	33330 3605	EVERGLADES SUGAR & LAND CO SUB2-39 D 3-51-40W 40 OF TRACTS 16,17,48,49,S 40OF TRACTS 17 THRU 32,N 40 OFTRACTS 33 THRU 48,E 40 OF TRACTS1,32,33 & 64,S 60 TRACTS 49 THRU64,N 40 OF TRACTS 1 THRU 16,N40 OF TRACTS 49 THRU 64,S 40 OFTRACTS 33 THRU 48,N 40 OF TRACTS17 THRU 24,S 40 OF TRACTS 9 THRU IMPACT IMAGE DESIGN PLAT NO. 2138-45
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514003090010	GOMEZ, EDUARDO R & CLARA	6601 HOLATEE TRAIL	SOUTHWEST RANCHE FL	33330	GREEN LAND ESTATES 175-133 BPARCEL A
514003090020	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33331 2628	GREEN LAND ESTATES 175-133 B ADDITIONAL RIGHT OF WAY DEDICATED PER SAID PLAT



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: 9/23/2021
SUBJECT: 10-YEAR WATER SUPPLY PLAN UPDATE

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

Background

Local governments in southeast Florida are required to update their Ten-year Water Supply Facilities Work Plan every five years, following the South Florida Water Management District update of the Lower East Coast Water Supply Plan.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
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Ordinance approving WSFP Update and Related Comp. Plan Amendments	9/13/2021	Ordinance
Staff Memorandum	9/13/2021	Executive Summary
Water Supply Facilities Work Plan Update	9/13/2021	Exhibit

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

47
48 **Section 2: Town WSFWP Approved.** That the Town of Southwest Ranches
49 Ten-Year WSFWP (dated 2020), attached as Exhibit "A" is hereby approved and
50 incorporated into the Comprehensive Plan as a support document.

51
52 **Section 3: UE Amendment Adopted.** That the Utilities Element of the Town
53 of Southwest Ranches Comprehensive Plan is hereby amended as follows to update
54 level of service standards for third party utilities that provide limited service within the
55 Town:

56
57 III.F Utilities Element (UE)

58
59 * * * * *

60
61 **UE POLICY 1.2-i:** The Town shall ~~continue to~~ coordinate with Broward
62 County's ~~public~~ the education efforts of the applicable utilities on the use of
63 reclaimed water at such time reclaimed water use is feasible within the Town,
64 encouraging the reuse of water of an appropriate quality level for the purpose
65 intended.

66
67 * * *

68
69 **UE POLICY 1.2-m:** The level of service (LOS) standard for potable water
70 facilities serving the Town are as follows:

71 Cooper City Facilities: ~~101-33-96~~ gallons per capita per day
72 City of Sunrise: ~~65-102~~ gallons per capita per day

73
74 * * *

75
76 **UE POLICY 1.2-n:** ~~In order to protect and conserve the Biscayne Aquifer, the~~
77 ~~The Town, in coordination with Broward County,~~ shall investigate utilization of
78 alternate potable water sources and/or technologies if needed to supplement and
79 ~~broaden~~ secure the Town's future water self-supply sources. These potential
80 sources could include the Floridan Aquifer, ~~Aquifer Storage and Recovery (ASR),~~
81 desalinization or wastewater reuse/capture ~~and storage of excess storm water~~
82 ~~currently lost to tide and other technologies as addressed in the Lower East~~
83 ~~Coast Regional Water Supply Plan of the South Florida Water Management~~
84 ~~District.~~

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* * *

UE POLICY 1.2-q: The Town shall ~~coordinate a program with Broward County to continue implement a year-round its~~ public information and education programs efforts promoting more efficient conservation methods such as energy saving plumbing fixtures and other water conservation measures.

* * *

UE POLICY 1.2-s: reserved. ~~The Town shall coordinate the provision of potable water services through agreements with municipalities and other service providers in Broward County when economically feasible.~~

Section 4: CIE Amendment Adopted. That the Capital Improvements Element of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to update references to the adopted Water Supply Facilities Work Plan for third party utilities that provide limited service within the Town:

III.I Capital Improvements Element (CIE)

* * * * *

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the most current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on July 14, 2020 January 20, 2015~~), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the most current Cooper City 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on August 25, 2020 December 30, 2014~~) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

Section 5: Transmittal. That the Town Administrator or designee is hereby authorized to transmit the amendment and work plan to the applicable reviewing agencies under Section 163.3184(1)(c), F.S.

126 **Section 6: Plan Update.** That the Town Administrator or designee shall,
127 immediately following the effective date of this Ordinance, cause the Town of Southwest
128 Ranches Comprehensive Plan to be updated to reflect this amendment.

129
130 **Section 7: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
131 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
132 extent of such conflict.

133
134 **Section 8: Severability.** If any word, phrase, clause, sentence or section of
135 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
136 shall not affect the validity of any remaining portions of this Ordinance.

137
138 **Section 9: Effective Date.** This Ordinance shall take effect 31 days after the
139 Department of Economic Opportunity notifies the Town that the transmitted plan
140 amendment package is complete, and shall be considered as part of the amendment to
141 the Town of Southwest Ranches Comprehensive Plan, unless timely challenged
142 pursuant to Sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the
143 date that the Department of Economic Opportunity or the Administration Commission
144 enters a final order determining the adopted amendment to be in compliance. If a
145 final order of noncompliance is issued by the Administration Commission, this
146 amendment may nevertheless be made effective by adoption of a resolution affirming
147 its effective status, a copy of which resolution shall be sent to the state land planning
148 agency.

149
150 **PASSED ON FIRST READING** this ____ day of ____, 2020 on a motion made
151 by _____ and seconded by _____.

152
153 **PASSED AND ADOPTED ON SECOND READING** this __ day of ____, 2021, on a
154 motion made by _____ and seconded by _____.

155
156
157 Breitkreuz _____ Ayes _____
158 Hartmann _____ Nays _____
159 Allbritton _____ Absent _____
160 Jablonski _____ Abstaining _____
161 Kuczenski _____

162
163 **[Signatures on Following Page]**
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Steve Breitzkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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

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

Town Council
Doug McKay Mayor
Denise Schroeder, *Vice Mayor*
Delsa Amundson, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Andrew Berns, *Town Administrator*
Keith Poliakoff, *Town Attorney*
Martin Sherwood, *Town Financial Administrator*
Russell Muñiz, *Assistant Town Administrator/Town Clerk*

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Andrew D. Berns, Town Administrator

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

DATE: September 23, 2021

SUBJECT: Case #PA-20-3
Ordinance Adopting the Town's Ten-Year Water Supply Facilities Work Plan Update and Related Comprehensive Plan Amendments

Recommendation

Staff recommends that the Town Council adopt the proposed Ordinance on second reading.

Second reading update

The Town Council approved the Ordinance on first reading January 28, 2021. The State Land Planning Agency, South Florida Water Management District (SFWMD) and other state agencies reviewed the proposed Water Supply Facilities Work Plan Update and related Comprehensive Plan amendments. The SFWMD requested that the Town make various revisions to the Work Plan Update. The requested revisions are of a technical and procedural nature and have no bearing on the Town's continued reliance on potable water self-supply.

Staff modified the Work Plan Update to address the SFWMD comments, with revisions reflected in strike-through and underline format. The full list of SFWMD comments and staff's responses is appended to this memorandum. Staff also modified the related amendments to the Utilities and Capital Improvements elements in the Comprehensive Plan to reflect the updated "Level of Service" standards in the cities of Sunrise and Cooper City comprehensive plans and to update or eliminate outdated policies initially prepared in the early days of the Town's incorporation.

Issue

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten-Year Water Supply Facilities Work Plan (WSFWP) to reflect changes in the applicable Water Management District's Regional Water Supply Plan update, which is facilitated every five years. After the regional water supply plan is adopted, each local government and utility must prepare relevant updates and approve its WSFWP within eighteen (18) months.

Background

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technologies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

Analysis

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis. Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element, and one policy within the Utilities Element of the Town's Comprehensive Plan are being updated to properly reference the Sunrise and Cooper City water supply plan updates (pending). References to both adopted plans are required by law. The proposed amendments to the Town's Comprehensive Plan elements are noted below.

The Comprehensive Plan Advisory Board (CPAB) reviewed the Southwest Ranches 2020 Water Supply Facilities Work Plan (WSFWP) on September 17, 2020 and recommended the Town Council APPROVE the WSFWP and TRANSMIT the proposed Comprehensive Plan amendments.

Passage of the related ordinance on first reading will authorize staff to transmit the proposed amendments to the various state agencies that have authority under State Law for review and comment. The agencies have 30 days to provide comments or objections, after which the ordinance will be scheduled for second reading with any changes that are appropriate to address agency comments, if applicable.

South Florida Water Management District Comments and Town Staff Responses

Narrative responses below and changes to the WSFP Work Plan Update document made in response to SFWMD comments are delineated by underlined and ~~stricken~~ text within the Work Plan.

Section 2.2 Regional Issue

- Revise the last paragraph on Page 7 to reflect that a portion of the Town's water supply is self-supplied and a portion of the Town is served by two other water providers.

Response: the last paragraph on page 7 has been revised to reflect that the majority of the Town's water supply is self-supplied, and a portion is served by other providers.

- Clarify in the Section how the Town is addressing the overarching regional issues referenced in the Section and how they impact the Town's water supply planning. The Town's policies addressing the identified regional issues and impacts should be described.

Response: additional information is provided at the conclusion of this section addressing the relationship between overarching regional issues and the Town's water supply planning.

Section 3.0 Data and Analysis and Section 5.0 Comprehensive Plan Goals, Objectives, And Policies

- Revise Section 3.1 and Table 3-4, City of Sunrise Service Area Population Projection Including the Town of Southwest Ranches, to be based on the best available data as found in the adopted *City of Sunrise 10-Year Water Supply Facilities Work Plan – 2020 Update*.

Section 3.1 and table 3-4 have been revised to indicate this data has been retrieved from the adopted draft of the City of Sunrise 2020 Water Supply Facilities Work Plan Update.

- Revise the City of Sunrise portion of Section 3.3 Potable Water Level of Service (LOS) Standards on page 12 to be based on the best available data, as found in

the adopted *City of Sunrise 10-Year Water Supply Facilities Work Plan – 2020 Update*. Include in the Section the specific LOS Standard and projected water demands for the Town of Southwest Ranches and not the Sunrise system-wide data.

Response: the City of Sunrise portion of Section 3.3 now references the adopted City of Sunrise 10-Year Water Supply Facilities Work Plan Update and includes the most recent level of service standards. The City of Cooper City portion of Section 3.3 now references the most recent Water Supply Facilities Work Plan Update. The Sunrise 10-Year Water Supply Plan Update does not include specific level of service standards and projected water demands for the Town of Southwest Ranches.

- Revise Utilities Element Policy 1.2-m to be supported by the data and analysis and to include LOS Standards to be consistent with those established by the Town's water service providers, Sunrise and Cooper City, in their Work Plans, which were updated and adopted in 2020.

Response: the levels of service in UE Policy 1.2-m are updated in Section 5.0 to be consistent with the Sunrise and Cooper City WSFP updates.

Section 3.7 Conservation

- Revise the Section to describe how the Town is implementing the listed programs, and which are programs of the Town, Sunrise, Cooper City, and Broward County.

Response : additional information is provided in this section.

- Include an analysis in the Section of the listed conservation programs, including levels of water conservation, use, protection and the applicable policies and programs of the District, Broward County, and the 2018 Lower East Coast Regional Water Supply Plan Update (2018 LEC Plan Update). The analysis should focus on how the Town is implementing or supporting specific policies and programs and if updated policies are needed.

Response: additional information is provided as to how the Town is implementing or supporting specific policies and programs, and whether updated policies are needed.

- Revise the Section to include a description of how the Town has been implementing the Mandatory Year-Round Landscape Irrigation Conservation Measures, as detailed in Chapter 40E-24, Florida Administrative Code (F.A.C.), which restricts the times and number of days landscape irrigation is allowed. The District has recently requested that all local governments review their existing irrigation ordinances and codes for consistency with Chapter 40E-24, F.A.C., and update their ordinances as appropriate. If ordinance updates are warranted, please include a timetable in the Section.

Response: the workplan is amended to reflect the Town's adoption of the mandatory year-round landscape irrigation restrictions.

Section 3.8 Reuse

- Revise the Section to describe how the Town “supports” the reuse water efforts of the Town’s water suppliers, Broward County and the District. Clarify how the Town encourages the use of reclaimed water.

Response : additional narrative added

Section 4.0 Capital Improvements

- Clarify that the Capital Improvements listed in Table4-2: City of Sunrise Water Supply Facilities Five-Year Capital Improvement Plan 2019-2024 and Table 4-1: Cooper City Water Supply Facilities Five-Year Capital Improvement Plan 2019-2024 have been included in the Town’s Capital Improvements Element (CIE) and Five-Year Capital Improvements Schedule (CIS).

Projects funded by the Town’s water suppliers can be adopted by referencing the Capital Improvements Schedule. If this option is chosen, the water supplier’s CIS should be adopted by a policy that includes the title of the schedule and the date of adoption.

Response: Section 4 has been revised to reflect that improvements in Tables 4-1 and 4-2 are adopted by reference in the Town’s Capital Improvements Schedule.

Section 5.0 Comprehensive Plan Goals, Objectives, And Policies

- Revise the Section to include the wording of the existing objectives and policies listed and an analysis to determine if any updates are needed. The results of the review should be included in the data and analysis section of the Work Plan. Information for the Work Plan Update can be cross-referenced and/or located in more than one element of the Comprehensive Plan.

Response: the full wording of the existing objectives and policies is included. An analysis of needed amendments is provided.

- Revise CIE Policies 1.1-g and 1.1-h to include the full title and author of the documents being adopted by reference and indicate clearly what provisions and edition (or date of adoption) of the documents are being adopted.

Response: both policies are updated pursuant to the comment in Section 5.0 and the ordinance amending the Comprehensive Plan.

- Revise UT Policy 4.1.3 to clearly identify how the Work Plan will be adopted and incorporated into the Town’s Comprehensive Plan. There are three options available to local governments for adopting Work Plan updates into their Comprehensive Plan:

Option 1. Work Plan as a standalone document adopted by reference into the local government’s Comprehensive Plan;

Option 2. Work Plan incorporated into the local government’s Comprehensive Plan; or

Option 3. Work Plan requirements incorporated into applicable elements of the Comprehensive Plan.

See pages 15-19 in the District’s Technical Assistance Guide for additional information on the options the Town could adopt and implement the Work Plan. The Technical Assistance Guide can be accessed on the District’s Website at <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

Response: Section 5.m. states that the Work Plan will be incorporated as a support document into the Town Comprehensive Plan.

Intergovernmental Coordination

- Revise the Work Plan to include information on how the Town coordinates with its two water providers, and other relevant agencies and partners to ensure water services are planned for, adequately available, and provided to all water users in the Town. As needed, revise the Intergovernmental Coordination Element, including the goals, objectives and policies, reflect the updated information. The updated information should address the following, as applicable:
 - o Needs for additional coordination activities.
 - o Information on Memoranda of Understanding, bulk service agreements, contracts, etc.
 - o Coordination with the 2018 LEC Plan Update.

If intergovernmental coordination activities are adequate and no new activities will be needed, the Work Plan should include a narrative of how this was determined and how all issues listed above have been addressed.

Response: the Town finds that the amended Work Plan adequately addresses the adequacy of existing intergovernmental coordination.

General Comments

- Revise Work Plan to reflect and update information included in the Work Plan that the City of Sunrise *10-Year Water Supply Facilities Work Plan – 2020 Update* was adopted on July 14, 2020 and the City of Cooper City Water Supply Facilities Work Plan and related Comprehensive Plan Amendments were updated and adopted on August 25, 2020.

Response: the Work Plan was updated to reflect the respective adoption dates.

- Revise all maps, figures, charts and tables to include a title, date or edition, and source of information.

All maps and tables have been updated with attribution information.

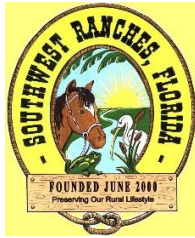
- ~~Revise the Work Plan to be in a strike through and underline format, as required by Section 163.3184(3)(c)3., F.S.~~

Response: changes to the workplan subsequent to transmittal are in strike-through and underline format.

- Revise all documents that are being incorporated into the Work Plan to identify the document by the full title and author of the document(s) and indicate clearly what provisions and edition of the documents are being adopted, consistent with the requirements of Section 163.3177(1)(b), F.S.

Response: documents incorporated into the workplan are identified by the full title, author and edition.

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TOWN OF SOUTHWEST RANCHES, FLORIDA

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

**Prepared For:
Florida Department of Economic Opportunity
&
South Florida Water Management District**

**Prepared By:
The Mellgren Planning Group**

2021~~0~~

Table of Contents

TEN-YEAR WATER SUPPLY FACILITIES	i
WORK PLAN	i
1.0 INTRODUCTION	1
1.1 STATUTORY HISTORY	1
1.2 STATUTORY REQUIREMENTS	2
2.0 BACKGROUND INFORMATION	4
2.1 OVERVIEW	4
2.2 REGIONAL ISSUES	5
3.0 DATA AND ANALYSIS	8
3.1 POPULATION ANALYSIS	8
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED	9
3.3 POTABLE WATER LEVEL OF SERVICE STANDARD	11
3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY	12
3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES	14
3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY	15
3.7 CONSERVATION	17
3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES	18 17
3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE	20
3.8 REUSE	20
3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES	21
4.0 CAPITAL IMPROVEMENTS	22
5.0 GOALS, OBJECTIVES AND POLICIES	24

1.0 INTRODUCTION

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town’s jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (“District” or “SFWMD”) approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District’s Governing Board in November 2018. Therefore, the deadline for local governments within the Lower East Coast (“LEC”) Region to amend their comprehensive plans to update the Work Plan is May 2020.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two small potable water distribution systems, owned and operated by ~~adjacent~~ nearby municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity that owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a ~~limited~~ small number of properties ~~and will not extend its system to serve any additional properties~~. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town’s Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida’s water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (“F.S.”) by strengthening the statutory links between the regional

water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, ~~Broward County~~ and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is ~~entirely~~ largely dependent upon domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of at least one to two acres in size, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by ~~adjacent~~ nearby municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities; therefore, the Town does not have any programs or projects in the five-year schedule of capital improvements to support water supply, reuse and conservation projects.*

The Five-Year Schedule of Capital Improvements for projects and programs implemented by the municipalities providing service to the Town are provided in Section Four of this WSWFP Update and referenced in the Town's five-year CIP.

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town is a Domestic and Small Public Supply (DSS) municipality pursuant to the 2018 LEC Plan Update, utilizing self-supply private wells. Pursuant to the 2018 LEC Plan Update, "...all current and future needs in this use category are expected to be met from private wells using fresh groundwater from the SAS. As such, no water supply development projects have been proposed for this use category."*
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, ~~Broward County~~ and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and update as necessary, comprehensive plans to reflect changes in local conditions every seven years. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).¹ Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town's population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master's Academy and West Broward Church, which will require water service expansion.

YEAR	2016	2020	2025	2030	2035	2040
POPULATION	7,571	7,733	7,972	8,067	8,135	8,187

Source: Florida Housing Data Clearinghouse /Shimberg Center base data, modified (increased) to reflect additional residential development acreage.

2.1 OVERVIEW

"The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment."

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town's residents voted for incorporation is clearly stated in the Town's Charter, Section 1.01 of Article 1 which reads:

"In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida."

¹ Broward County Planning Services Division, 2014

2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's Lower East Coast (LEC) Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought.

FIGURE 2-1

LOWER EAST COAST PLANNING AREA



Source: South Florida Water Management District

The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in the LEC Planning Area.

According to the SFWMD, the LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast projections indicate the planning area's population will increase by 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. The Lower East Coast (LEC) Planning Area covers 6,100 square miles, including Palm Beach, Broward,

and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent.

All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. The SFWMD has placed limitations on allocations from freshwater sources to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Regional issues identified in the 2018 Lower East Coast Regional Water Supply Plan Update are as follows:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

~~Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.~~

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. It should be noted, however, that the vast majority of the Town relies on a self-supply model, and this reliance is projected to continue. The Town has few large tracts of land available and will continue to develop slowly on a rural "infill" basis with predominantly residential use at very low densities pursuant to the Town's adopted land use plan. The Town's location at the western fringe of developable Broward County combined with its very low densities does not exacerbate salt water intrusion largely caused by concentrated areas of overpumping by utilities to the east, and does not call for alternative water supply. The foregoing conditions, which means these issues are not expected to have any significant limit the impacts of the regional issues to the Town ~~or~~and its residents.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots consisting of 1 acre or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre, and for about one-third of the Town, 2 acres, and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the Town has also acquired seven open-space parks.

Most residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town and a portion of residents obtain their water from the City of Cooper City and the City of Sunrise. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

TABLE 3-1:		
LECWSP POPULATION PROJECTIONS FOR COOPER CITY UTILITY SERVICE AREA		
2020	2030	2040
28,543	33,335	33,585

Source: Lower East Coast Water Supply Plan Update, 2018.

TABLE 3-2:		
COOPER CITY UTILITY SERVICE AREA POPULATION PROJECTIONS		
2020	2025	2030
31,401	32,419	33,131

Source: Cooper City Water Supply Plan Update, 2020 ~~(draft)~~.

TABLE 3-3:		
LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*		
2020	2030	2040
231,288	244,619	251,584

Source: Lower East Coast Water Supply Plan Update, 2018.

Population estimates included in the 2018 LECWSP used 2017 BEBR data while the population projections presented in the City of Sunrise 2019 work plan are based on the published Broward County Population Forecasting Model 2017 which used 2016 BEBR data. The variation is in the range of 0% to 8% in 2040. This variation is a result of many new developments planned within the City service area.

TABLE 3-4:					
CITY OF SUNRISE SERVICE AREA POPULATION PROJECTIONS, INCLUDING THE TOWN OF SOUTHWEST RANCHES					
YEAR	2020	2025	2030	2040	SERVICE AREA
Weston	66,700	68,400	69,700	69,600	Existing
Davie	62,100	63,300	65,000	68,000	Existing
Sunrise	100,000	103,800	107,400	126,000	Existing
SW Ranches	2,400	2,400	2,500	2,500	Existing
SW Ranches	-	-	-	7,100	Future *
Total	231,300	238,000	244,600	273,100	

Source: [City of Sunrise 10-Year Water Supply Facilities Work Plan – 2020 Update](#)

[*The potential future service area in SW Ranches is derived from Broward County PFAM 2017 and populations were applied to Sunrise Utilities Service Area starting in 2040. \(Source: Computed by Stantec, 2019\) ~~City of Sunrise Water Supply Plan Update, 2019 \(draft\)~~.](#)

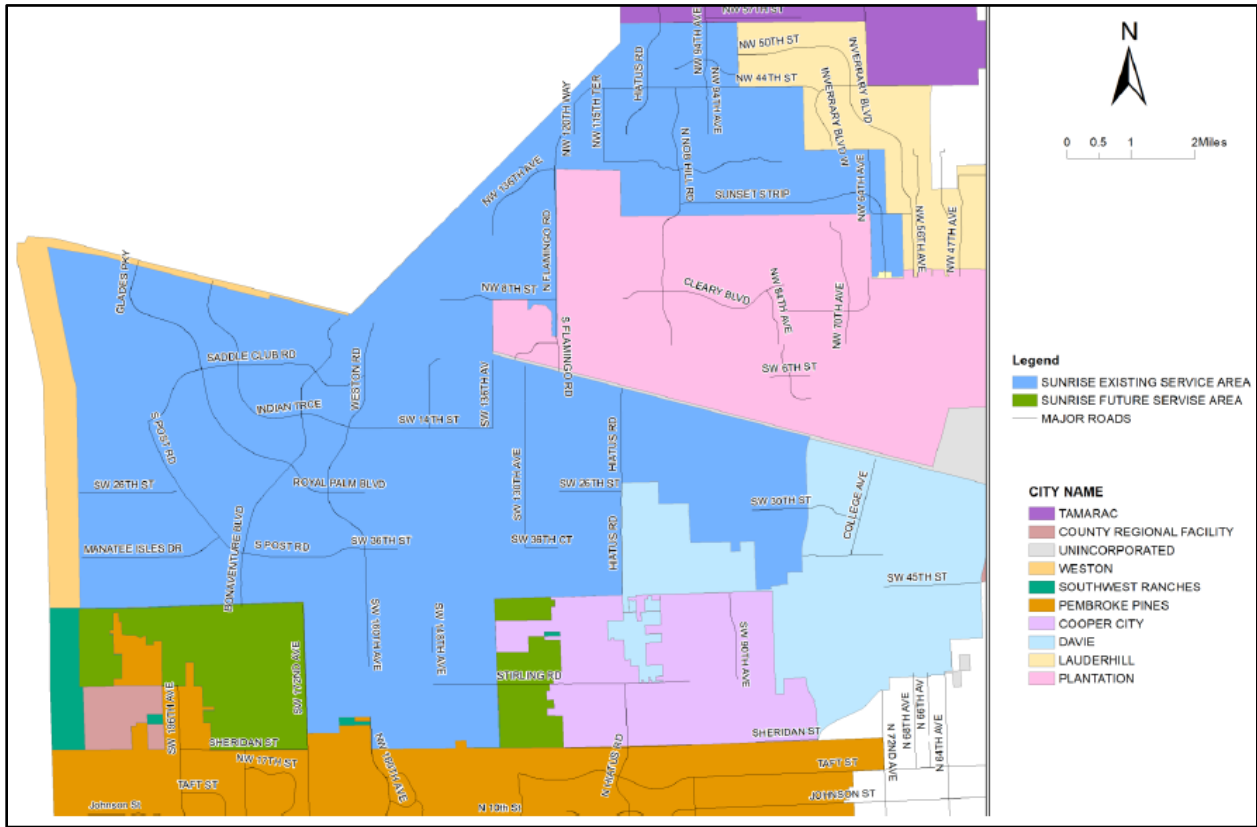
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED

City of Sunrise Utility Service Area:

Figure 3-1 below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

FIGURE 3-1

CITY OF SUNRISE ~~POTENTIAL EXISTING AND~~ FUTURE UTILITY SERVICE AREA



Source: [The City of Sunrise 10-Year Water Supply Facilities Work Plan -2020 Update](#) [City of Sunrise](#)

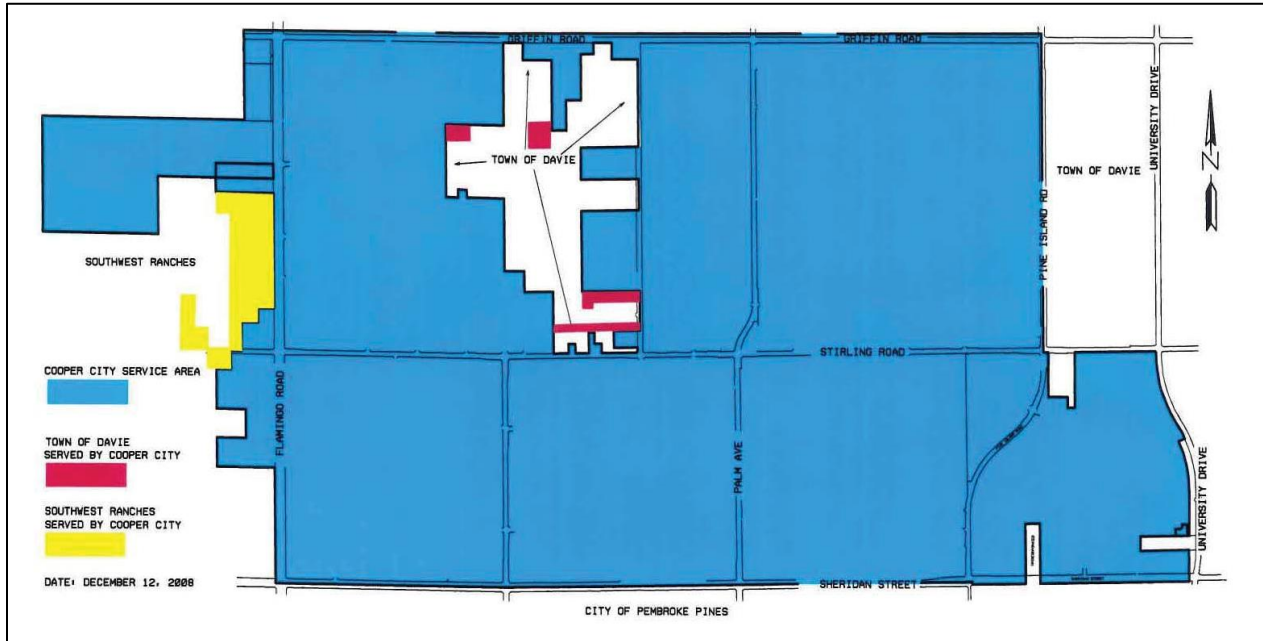
Cooper City Utility Service Area:

The Cooper City utility service areas map is provided below (Figure 3-2). It is estimated that fifty (50) residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Along with customers in the Town of Davie, this represents less than one percent of the total number of users.

Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its municipal boundaries, unless the requesting property lies within the utility service area and is approved by the City Commission (Sec. 19-142, Cooper City Code of Ordinances).

FIGURE 3-2

COOPER CITY CURRENT AND FUTURE UTILITY SERVICE AREA



Source: Cooper City Utilities Department, 2019.

3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10-year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

Level of Service Standards

City of Sunrise:

The City of Sunrise [10-Year Water Supply Facilities Work Plan -2020 Update](#) ~~Plan Update, 2019 (draft)~~ indicates the Level of Service is ~~10227~~ gallons per day per capita (gpd) for [potable water all uses](#). [The City of Sunrise's Utility serves approximately 40 percent of the area encompassed by the Town of Southwest Ranches. The Sunrise 10-Year Water Supply Facilities Work Plan does not provide specific Level of Service data or projection data for The Town of Southwest Ranches.](#)

Existing distribution system capacity is adequate to serve future demands for the planning period (through 20430).

Cooper City:

[The City of Cooper City 10-year Water Supply Facilities Work Plan](#) indicates the ~~Cooper City's~~ Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted by the City.

The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses.

Based on the 2018 LECWSP Update, Cooper City's 2030 potable water demand is projected at 3.45 mgd for net/finished water and 4.13 mgd for gross/raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY

Consumptive Use Permitting

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Consumptive Use Permit (CUP) pursuant to Part II of Chapter 373 of the Florida Statutes. In addition to a system-wide maximum day allocation, the CUP also identifies a maximum day withdrawal for each wellfield.

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a "three-prong test." The test requires reasonable and beneficial use of the resource; consistency with public interest, including compliance with minimum flows and levels (MLFs) established for surface water and groundwater sources; and, demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

Cooper City’s 20-year Water Use Permit Number 06-00365-W was issued by SFWMD in April 2010. The permit allows the City to withdraw an annual allocation of 1,661 million gallons (MG) (equivalent to 4.55 million gallons per day) from the Biscayne Aquifer until 2030, with a monthly maximum allocation of 171.5 MG.

The last CUP (Permit No 06-00120-W) issued by the SFWMD to the City of Sunrise was in May 2008. The Permit included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average withdrawal of 29.09 mgd from the four wellfields and a maximum month withdrawal allocation of 999.30 Million Gallons per Month (MGM). The City of Sunrise is closely working with the SFWMD on alternative water supply projects in conjunction with the renewal of the permit.

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and, again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2016 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2016.

Per Capita Usage

Cooper City Utility Service Area:

Based on the findings from Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years was 96 gallons per capita per day (gpcd). This per capita usage rate is a 1% variation of the SFWMD data, which shows a treated water per capita rate of 95 gpcd for the Cooper City Utility Service Area.

TABLE 3-5:			
ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES			
	2020	2025	2030
Population Projections	33,180	33,395	33,541
Gallons per Capita per Day	95	95	95

Finished/Net Water Demand (MGD)	3.27	3.37	3.45
Raw/Gross Water Demand (MGD)	3.92	4.05	4.13

Source: Cooper City Water WSWFP Update, 2020; Table 8-10; Table 8-11A and Table 8-11B. ~~(draft)~~.

City of Sunrise Utility Service Area:

Based on the total water metered to customers, and the estimated historic population the treated water leaving the plants, the per capita usage computed for the past five years (2014-2018) was 102 gallons per capita per day (gpcd) of treated water. This is comparable to the per capita usage rate of 93 gpcd at customer connection shown in the Consumptive Use Permit (CUP) application for C-51 Reservoir Project. The per capita usage rate of 102 gpcd treated at the plant is within 3.5% of the SFWMD LECWSP data, which shows a treated water per capita rate of 98 gpcd for the City of Sunrise Utility Water Service Area. The City’s updated Comprehensive Plan will show the level of service at 102 gpcd treated water at the plant.

TABLE 3-6:				
CITY OF SUNRISE UTILITY SERVICE AREA				
COMPARISON OF FACILITY CAPACITY AND ANTICIPATED FUTURE PERMITTED AMOUNT				
	2020	2025	2030	2040
Population Served	231,300	238,000	244,600	273,100
Average Daily Demand (Finished) (MGD)	23.6	24.3	24.9	27.9
Demand per Capita Finished (GPCD)	102	102	102	102
Available Facility Capacity (MGD)	51.5	51.5	51.5	51.5
Facility Capacity Surplus (Deficit)	27.9	27.2	26.6	23.6
Anticipated Permitted Amount (MGD Annual Avg.)	31.09	31.09	31.09	31.09
Anticipated Permitted Surplus MGD (Deficit)	4.47	3.82	3.11	0.20

Source: [The City of Sunrise 10-Year Water Supply Facilities Work Plan - 2020 Update](#) ~~City of Sunrise Water Supply Plan Update, 2019 (draft)~~.

3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied by the Town of Southwest Ranches, and the Town generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2018 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and, North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

Domestic Self-Supply

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private

residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

Recreational/Landscape Self-Supply

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not available, users may qualify for limited freshwater withdrawals on an application-by- application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town: Cooper City and the City of Sunrise. Town staff met with City of Sunrise staff and consultants to coordinate preparation of both municipal Water Supply Facilities Work Plan updates. The Town did not coordinate with Cooper City, because there is no plan for future expansion of service in Southwest Ranches ~~will be permitted by Cooper City~~. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme eastern edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have

domestic water self-supply (i.e., individually owned private well system) and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

City of Sunrise's Retail Water Service Area

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2040. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

Cooper City's Retail Water Service Area

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that fifty (50) residents and several non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches, as the city does not allow extension of its services beyond its current utility service area.

The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2025. This

utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards, [water quality and water conservation](#) for residents and businesses located within the Town.

[Levels of conservation and water use are not available for the Town, as the majority of properties are served by individual wells and figures for properties served by Cooper City or Sunrise are not available since they are a small portion of a much larger service area.](#)

[No amendments to the goals, objectives or policies are required based upon an analysis of LEC, City of Sunrise and Cooper City policies and programs.](#)

3.7.1 COUNTYWIDE ISSUES

The ~~Town shall continue to following implement~~ county-wide conservation ~~measures~~[programs](#) are implemented within all or a portion of Southwest Ranches. ~~Of note are:~~

- *Conservation Pays Program.* Since 2011, this program provides rebates and incentives for water conservation measures. [Both Cooper City and Sunrise participate in this program and include Southwest Ranches utility customers in their informational awareness campaigns.](#)
- *NatureScape Irrigation Services.* Since 2005, this program has implemented Best Management Practices (BMPs) with large water users to promote "right plant in the right place" and smart irrigation techniques. [The City of Sunrise and Cooper City participate in this program, which is available to Southwest Ranches utility customers.](#)
- *NatureScape Program.* The program has been promoting water conservation, water quality protection, and the creation of wildlife habitats through the use of Florida-friendly landscape practices in Broward County since 2003. This program is available to municipalities and residential and commercial customers. [Town Staff participates in regular meetings with NatureScape Broward, regularly attends most of the program's meetings and webinars, and actively volunteers at outreach events and tree giveaways. The Town has garnered two NatureScape Emerald Awards, for the Sunshine Ranches Equestrian Park design and maintenance in 2012 and for the Calusa Corners filter marsh in 2018.](#)

3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of the current programs and policies is provided below.

Restrictions on Permitted Water Use

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County, such as [conservation](#) rate structures. The Town has enacted its own irrigation ordinance that supports conservation measures by imposing year-round irrigation restrictions. [Ordinance No. 2021-008 adopts the SFWMD year-round irrigation standards into the Town's Code of Ordinances.](#)
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

~~Use of Florida-Friendly Landscape Principles~~

- The Town of Southwest Ranches' Land Development Code ~~recommends~~[requires](#) the use of Florida-Friendly Landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II. The following code sections represent the type of policies adopted by the Town.
 - Sec. 075-060(A): The Town requires Florida Grade One landscaping
 - Sec. 075-060(B): The Town requires that 50 percent of landscaping consist of native vegetation.
 - Sec. 075-060(D)(5): The Town prohibits the use of invasive trees.
 - Sec. 075-060(I): Landscape designs must use xeriscape principles.
 - [Sec. 075-040\(C\)\(1\): The Town observes irrigation restrictions described in F.S. 373.62.](#)
 - [Sec. 075-040\(C\): Residential properties are not required to install irrigation systems.](#)
 - [Sec. 075-110.\(C\): Turf is not required to cover the entirety of residential properties that are larger than one acre, which properties comprise the majority of residential land in the Town.](#)

Requirement of Ultra-Low Volume Plumbing in New Construction

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) [with Broward County amendments](#), which contains plumbing flow restriction requirements. The Town's

Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

Rain Sensor Overrides for New Lawn Sprinkler System

- The Town of Southwest Ranches has adopted the Florida Building Code [with Broward County amendments](#), which requires the installation of rain sensors on new irrigation systems [that will override the irrigation cycle when adequate rainfall has occurred](#). ~~Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.~~

Coordination with Other Entities

The Town will continue to coordinate future water conservation efforts with Cooper City Utilities, the City of Sunrise Utilities, Broward County, and the SFWMD to ensure that conservation techniques are implemented. The Town will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. In addition, the Town will continue to implement land development regulations and the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. Cooperation with utility suppliers for the Town is reflected in noted policies below.

- The Town supports SFWMD, Broward County, The City of Sunrise Utilities, and Cooper City Utilities conservation efforts, as described in their respective 10-Year Water Supply Facilities Work Plans (Cons Policy 1.10-a).
- The Town will encourage efficient use and conservation of water resources within the Town, and support county-wide water conservation programs and initiatives including the Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service (Cons Policy 1.1-c). [The Town has hosted a booth and sponsored the county's Water Matters every year since its inception. The Town's booth has become a very popular feature of the annual event, highlighting water resources protection and engaging thousands of county and Town residents annually.](#)
- The Town shall adopt water conservation measures, such as those of the South Florida Water Management District's rule chapter 40E-21, to utilize during periods of drought (Cons Policy 1.4-b).

Public Information Program

- This program provides water conservation and open/green space information to the Town of Southwest Ranches' residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary;

Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.

- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town; Broward County; and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.
- [The Town periodically publishes articles in the town-wide newsletter, sent to 2,555 households, that educate residents on proper septic tank maintenance, water conservation measures and warn of the legal and environmental consequences of dumping or discharging wastewater, chemicals and debris into swales, storm drains and waterbodies.](#)
- [Staff has guided the Town's efforts in becoming a Certified Community Wildlife Habitat, and fulfills annual recertification requirements, publishing articles and items for residents \(and their children\) in the Town's monthly newsletter.](#)
- [The Town's website includes link to water conservation and water quality program links from SFWMD, Broward County and others.](#)
- [Staff is a Certified Green Industries Best Management Practices Instructor and teaches multiple classes each year through the University of Florida and the Florida Department of Environmental protection, performing outreach to hundreds of individuals on an annual basis for the protection of water resources.](#)
- [Town Staff and an Advisory Board member have completed certification courses in habitat stewardship \(National Wildlife Federation program\) and graduated from the Florida Master Naturalist Program \(a University of Florida/IFAS and State Department of Environmental Protection program\)](#)

3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE

The Town does not have any financial responsibility for the implementation of budgeted capital improvements in the Cooper City Utilities or City of Sunrise Utilities Capital Improvement Schedules. The five-year schedule of capital improvements for these providers is provided in Section 4.0.

3.8 REUSE

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while

sustaining natural systems.” The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town’s limits.

3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed water. If offered by either Sunrise or Cooper City, the ~~The~~ Town will allow installation of new reclaimed water lines within Town rights-of-way where existing potable water infrastructure exists, and will encourage property owners to the use of ~~reclaimed water.~~ Pending technological advances ~~as an integral part of its wastewater management program, where~~ that make septic tank effluent reuse economically, environmentally and technically feasible, the Town will encourage use of ~~. This includes sanitary sewer facilities, including~~ septic tanks, ~~to be~~ designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, ~~where feasible~~, thus minimizing new demands on the Biscayne Aquifer.

4.0 CAPITAL IMPROVEMENTS

As the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities, and most areas of the Town have a domestic self-supply that is individually owned and privately run well systems, the Town does not have any scheduled capital improvement updates. The scheduled capital improvements for Cooper City Utilities and the City of Sunrise Utilities are listed below. [The improvements in Table 4-2 are adopted by reference in the Town's Capital Improvements Schedule.](#)

**TABLE 4-2:
City of Sunrise Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name	Funding Source	Expenditure ¹ (In Millions of Dollars)					Five Year Totals
		2020	2021	2022	2023	2024	
C-51 Reservoir Project	BP ²	-	-	-	-	-	-
Sunrise Golf Course Reuse Main Extension	Fund 465	2.257	-	-	-	-	2.257
Reuse Distribution System – SICP, Sawgrass Mills & Artesia (Phase II)	Fund 465	-	-	-	-	-	-
Reuse Distribution System – SICP, and Markham Park (Phase III)	Fund 465	-	-	-	0.2	9.66	9.86
SGF-1 Aquifer Storage and Recovery conversion	Fund 465	-	-	0.095	0.173	0.173	0.441
Springtree Floridan Supply Well	Fund 465	-	-	0.025	0.025	0.025	0.075

Source: City of Sunrise Adopted Five-Year Capital Improvements Program, Fiscal Year 2019/2020.

**TABLE 4-1:
Cooper City Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name (\$)	2019 Forecast	2020	2021	2022	2023	2024	Total FY 20 - FY 24
FUNDING							
Grants	-	-	-	-	-	-	-
Other CIP Fund Revenue	155,000	27,000	25,000	25,000	25,000	25,000	127,000
CIP Fund Balance	2,135,374	-	-	-	-	-	-
Water/Sewer Fund Transfer In	-	4,623,000	2,255,000	1,825,000	3,125,000	3,615,000	15,443,000
Total Funding	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000
EXPENSE							
Water Treatment & Supply							
Control Software	531,170	-	-	-	-	-	-
Water Treatment Plant Rehabilitation	-	-	600,000	600,000	-	-	1,200,000
Steel Water Storage Tank Replacement	-	1,400,000	-	-	-	-	1,400,000
Total Water Treatment & Supply	531,170	1,400,000	600,000	600,000	-	-	2,600,000
Wastewater Collection & Lift Station							
Gravity Sewer Improvements	300,000	300,000	300,000	400,000	400,000	400,000	1,800,000
Gravity Sewer SW 90 Ave	172,426	-	-	-	-	-	-
Lift Station 48 with FM Replacement	300,000	450,000	-	-	-	-	450,000
Lift Station 18	-	-	-	-	200,000	-	200,000
Lift Station 56	-	-	-	-	-	600,000	600,000
Lift Station 9	-	-	-	200,000	-	-	200,000
Lift Station 46	-	-	200,000	-	-	-	200,000
Lift Station 55	315,139	-	-	200,000	-	-	200,000
Lift Station 5	-	-	-	200,000	-	-	200,000
Lift Station 23	-	-	-	-	100,000	-	100,000
Lift Station 50	-	-	-	-	-	195,000	195,000
Lift Station 51	-	-	-	-	-	195,000	195,000
Lift Station 20	-	-	-	-	200,000	-	200,000
Force Main re-route 90 Ave to Repump 55	-	-	680,000	-	-	-	680,000
Total Wastewater Collection & Lift Stn.	1,087,565	750,000	1,180,000	1,000,000	900,000	1,390,000	5,220,000
Water Distribution							
Replace Scheduled 40 WM's Citywide	-	-	500,000	-	-	-	500,000
Total Water Distribution	-	-	500,000	-	-	-	500,000
Wastewater Treatment Plant							
Stabilization Program	-	-	-	250,000	250,000	250,000	750,000
Injection Well Rehab/Capacity Increase*	500,000	2,500,000	-	-	-	-	2,500,000
Headworks*	-	-	-	-	2,000,000	2,000,000	4,000,000
Deep Well Engineering Services	171,639	-	-	-	-	-	-
Total Wastewater Treatment Plant	671,639	2,500,000	-	250,000	2,250,000	2,250,000	7,250,000
Total Water Sewer CIP Projects	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000

Notes - * Impact Fee Eligible

Source: Cooper City Adopted Budget, Fiscal Year 2019/2020.

5.0 GOALS, OBJECTIVES AND POLICIES

To ensure adequate potable water supply facilities for the ten (10) year planning horizon, the Town has incorporated the goals, objectives, and policies ~~within the Future Land Use Element (Objective 1.21), Conservation Element (Objective 1.1, 1.4, 1.5, 1.6, and 1.9), Utilities Element (Objective 1.2 and 1.4), Intergovernmental Coordination Element (Objective 1.2 and 1.4), and Capital Improvements Element (Objective 1.1).~~ included in this section, which ~~The aforementioned goals, objectives, and policies~~ reflect the regulatory provisions below:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Consideration of population projections in developing the water supply plan;
- c. Revision of potable water level of service standards for residential and non-residential users;
- d. Protection of water quality in the traditional and new alternative water supply sources;
- e. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- f. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- g. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- h. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, reclaimed water projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- i. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- j. Additional revenue sources to fund water supply and facility projects;
- k. Coordination with the respective regional and local government providers' water supply plans;
- l. Update the Work Plan within 18 months following the approval of a regional water supply plan;
- m. Incorporate the Work Plan, as a support document, into the Town Comprehensive Plan Data, Inventory, and Analysis; and,
- n. Concurrency, requiring provision of adequate water supply facilities at the building permit stage.

Applicable Objectives and Policies

Existing plan policies relating to water supply, usage, conservation and planning are listed in this section. Proposed amendments to existing policies are shown in ~~strike-thru~~ and double-underline format.

FLUE OBJECTIVE 1.21

COORDINATE FUTURE LAND USES WITH SOIL CONDITIONS (TO MINIMIZE FLOODING PROBLEMS) AND THE AVAILABILITY OF REGIONAL AND COMMUNITY FACILITIES AND SERVICES SUFFICIENT TO MEET THE CURRENT AND FUTURE NEEDS OF THE TOWN'S POPULATION AND ECONOMY WITHOUT ENDANGERING ITS ENVIRONMENTAL RESOURCES.

Commentary: no change necessary. The policy under this objective incorporates policies of other elements by reference, including those pertaining to potable water supply.

Conservation Element

CONS OBJECTIVE 1.1 WATER RESOURCES AND CONSERVATION USES

IDENTIFY, CONSERVE AND PROTECT ALL SURFACE WATERS, RECHARGE AREAS AND SFWMD'S LAKE BUFFER AREAS CONSISTENT WITH THE REQUIREMENTS OF THE STATE AND COUNTY COMPREHENSIVE PLANS.

Measurement: Designation of the lands owned by the South Florida Water Management District in the East Coast Buffer/Water Preserve Area as Conservation on the Future Land Use Map .

Commentary: no change necessary. All properties owned by SFWMD within the East Coast Buffer/WPA are designated Conservation on the FLUM.

CONS POLICY 1.1-a: Support the South Florida Water Management District's efforts to:

1. Restore the Everglades.
2. Create a Buffer and Impoundment Areas.
3. Restore degraded wetlands.
4. Enhance South Florida's natural hydrological and ecological functions.
5. Correct deficiencies in degraded or substantially disrupted surface waters and waterways.

Commentary: generalized policy; no change necessary.

CONS POLICY 1.1-b: Maintain and enforce Land Development Regulations that require the removal of all exotic plants from sites that are proposed for development.

Commentary: no change necessary.

CONS POLICY 1.1-c: Encourage the efficient use and conservation of water resources within the Town, and support County-wide water conservation programs and initiatives including the Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service.

Commentary: no change necessary.

CONS POLICY 1.1-d: In order to promote water conservation, consider regulations to require plant nurseries to utilize drip irrigation systems rather than overhead sprinklers.

Commentary: no change necessary.

CONS POLICY 1.2-b: Protect the natural functions and quality of surface water and groundwater, seasonal flow and water levels in the Town as established by the South Florida Water Management District (SFWMD) and applicable local drainage districts.

Commentary: no change necessary.

CONS POLICY 1.2-d: The Town shall support the adopted South Florida Water Management District's East Coast Buffer Plan by discouraging, to the maximum extent feasible, high density and intensity incompatible land uses within the identified buffer areas and on adjacent lands. Such incompatible land uses may include, but are not limited to, heavy commercial and industrial uses, utility plants, sewage treatment facilities, solid waste disposal and transfer stations, cemeteries, transportation facilities, gas and service stations and single-family homes. The land use designation on all parcels in the "buffer area" shall be amended to "Conservation" after the parcel is purchased by the SFWMD for conservation purposes.

Commentary: no change necessary.

CONS POLICY 1.2-e: The Town shall continue to work in close coordination with the South Florida Water Management District and other wetland regulatory and planning agencies to ensure that wetland mitigation efforts support and optimize the use of identified East Coast Buffer lands.

Commentary: no change necessary.

CONS POLICY 1.2-h: Protect and enhance the quality and quantity of the water entering the Biscayne Aquifer.

Commentary: no change necessary.

CONS POLICY 1.2-i: The Town shall cooperate, when and to the extent feasible, with the South Florida Water Management District in providing educational literature to the Town's residents on emergency water conservation, technical strategies and requirements.

Commentary: no change necessary.

CONS POLICY 1.2-f: Support land acquisition and management practices which provide a sufficient fresh potable water supply, protect wildlife and natural resources and provide public access to natural areas, in coordination with the plans and programs of the South Florida Water Management District and Broward County .

Commentary: no change necessary.

CONS POLICY 1.3-g: The Town's Landscaping ordinance shall encourage the use of native vegetation and include lists of plant species, which require minimal watering and fertilization.

Commentary: no change necessary.

CONS POLICY 1.3-k: The Town shall support and, where feasible, participate in implementation of the principles of the Broward County Integrated Water Resources Plan, the Lower East Coast Regional Water Supply Plan, the Comprehensive Everglades Restoration Plan and the South Broward Drainage District's and Central Broward Water Control District's Comprehensive Plans.

Commentary: no change necessary.

CONS POLICY 1.3-l: The Town shall support the South Florida Water Management District's Water Preserve Areas and the Water Preserve Area Basin Rules.

Commentary: no change necessary.

CONS OBJECTIVE 1.4 PROTECTION OF POTABLE WATER WELLFIELDS AND ZONES OF INFLUENCE

CONSERVE AND PROTECT THE QUALITY AND QUANTITY OF THE TOWN'S POTABLE WATER SUPPLY AND ELIMINATE THE PRESENCE OF ALL REGULATED SUBSTANCES, AS DEFINED BY BROWARD COUNTY'S POTABLE WATER SUPPLY WELLFIELD PROTECTION ORDINANCE, FROM THE POTABLE WATER WELLFIELD ZONES OF INFLUENCE AS DEPICTED ON THE NATURAL RESOURCE MAP SERIES OF THE FUTURE BROWARD COUNTY LAND USE PLAN MAP (SERIES).

Commentary: no change necessary.

CONS POLICY 1.4-a: Amendments to the Town's Future Land Use Map proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, within Wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County.

Commentary: no change necessary.

CONS POLICY 1.4-b: The Town shall adopt water conservation measures, such as those of the South Florida Water Management District's rule chapter 40E-21, to utilize during periods of drought.

Commentary: no change necessary.

CONS POLICY 1.4-c: The Town shall analyze and determine if it is practical or financially feasible to require non-residential land uses currently on septic systems to be connected to central wastewater treatment facilities with priority given to those parcels located in proximity to surface waters.

Commentary: no change necessary.

CONS POLICY 1.4-d: The Town shall, as feasible, assist Broward County to effectively manage hazardous materials in order to protect the environmental quality of groundwater.

Commentary: no change necessary.

CONS POLICY 1.4-e: The Town shall evaluate the requirements in the SFWMD Best Management Practices (BMP) Manual for providing and maintaining vegetative buffers around waterways and consider adopting the relevant portions in the Town's Land Development Code.

Commentary: no change necessary.

CONS POLICY 1.4-f: The Town shall adopt the principles of the Broward County Wellfield Protection Ordinance, as applicable, in its Land Development Regulations.

Commentary: no change necessary.

CONS POLICY 1.4-h: The Town shall strive to provide educational programs regarding protection of groundwater quality to homeowners currently being served by potable water drinking wells and septic tanks. The Town shall encourage homeowners and landscape professionals to adopt the C-11 Working Group Best Management Practices (BMP) for improving water quality as they existed at the time this Comprehensive Plan was originally adopted.

Commentary: no change necessary.

CONS POLICY 1.4-h: The Town shall consider a plan to study, develop and maintain a program for encouraging all property owners in the Town to maintain an established minimum percentage of their property in accordance to xeriscape design standards and provide incentives for meeting more than the minimum requirements.

Commentary: no change necessary.

CONS POLICY 1.4-i: The Town shall consider supplying educational material to its residents on the proper operation and maintenance of their septic system and the importance of water resource conservation.

Commentary: no change necessary.

CONS POLICY 1.6-d: Continue to coordinate with the Broward County Department of Planning and Environmental Protection and Broward County Parks and Recreation Division and other appropriate agencies to expand efforts to eradicate exotic invasive species, including but not limited to, Melaleuca, Australian Pine and Brazilian Pepper, from wetlands and adjoining areas.

Commentary: no change necessary.

CONS OBJECTIVE 1.10

SUPPORT THE CONSERVATION OF POTABLE WATER BY ADOPTING OR SUPPORTING THE WATER CONSERVATION PRACTICES AND PROGRAMS OF THE CITY OF SUNRISE, COOPER CITY, AND BROWARD COUNTY.

Commentary: no change necessary.

CONS POLICY 1.10-a: The Town shall conserve water by pursuing implementation of the water conservation practices described in the 10-Year Water Supply Facilities Work Plans of Sunrise, Cooper City and Broward County.

Commentary: no change necessary.

CONS POLICY 1.10-b: The Town shall encourage the use of Xeriscape plantings which will reduce the overall amount of water to be used for irrigation purposes.

Commentary: no change necessary.

CONS POLICY 1.10-c: The Town shall encourage the use of water saving plumbing fixtures in all new homes and businesses.

Commentary: no change necessary.

CONS POLICY 1.10-d: The Town shall support the adoption of a tiered water rate structure that discourages the overuse of water in the Town.

Commentary: no change necessary.

CONS POLICY 1.10-e: The Town shall continue to support the Broward NatureScape Program which promotes landscapes that conserves water, protect water quality, and creates wildlife habitat.

Commentary: no change necessary.

CONS POLICY 1.10-f: The Town shall support governmental entities which encourage conservation by the public through an educational awareness campaign.

Commentary: no change necessary.

UE OBJECTIVE 1.2 POTABLE WATER & SANITARY SEWER

PROVIDE ONGOING COORDINATION AND ASSISTANCE TO TOWN RESIDENTS IN MEETING EXISTING AND FUTURE POTABLE WATER SUPPLY AND WASTEWATER TREATMENT NEEDS, DISCOURAGE URBAN SPRAWL, CONSERVE POTABLE WATER AND PROTECT GROUND WATER FUNCTIONS.

Commentary: no change necessary.

UE POLICY 1.2-a: The Town shall continue to coordinate with Broward County's DPEP monitoring of the Town's individual potable water wells' environmental impact on the Biscayne Aquifer to determine if there is an impact from residential septic tanks on the Town's potable water supply and shall, if it is determined that there are adverse impacts on the potable water supply, initiate measures to safeguard the Town's potable water supply.

Commentary: no change necessary.

UE POLICY 1.2-f: The Town shall encourage the use of coordinated regulatory and programmatic approaches and financial incentives to promote efficient rural growth and adhere to adopted LOS standards for the delivery of potable water, sewer, solid waste and drainage services.

Commentary: no change necessary.

UE POLICY 1.2-g: Sanitary sewer facilities, including septic tanks, shall be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

Commentary: no change necessary.

UE POLICY 1.2-h: The Town shall encourage the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible.

Commentary: no change necessary.

UE POLICY 1.2-i: The Town shall ~~continue to~~ coordinate with ~~Broward County's public~~ the education efforts of the applicable utilities on the use of reclaimed water at such time reclaimed water use is feasible within the Town, encouraging the reuse of water of an appropriate quality level for the purpose intended.

Commentary: updated to reflect current absence of reclaimed water infrastructure in the Town.

UE POLICY 1.2-j: Sanitary sewer facilities, including septic tanks, shall be designed, constructed, maintained and operated in a manner that protects the functions and quality of ground and surface waters, natural groundwater recharge areas and natural drainage features.

Commentary: no change necessary

UE POLICY 1.2-k: The Town shall coordinate with the Broward County Health Department to:

- Reduce potential groundwater pollution sources by continuing to implement Chapter 34, "Water and Sewers," Article II, "Water and Sewer Connection Ordinance," Broward County Code of Ordinances.
- Protect the groundwater supply from potential sources of contamination pursuant to Chapter 34, "Water and Sewers," Article II 2, "Water an Septic Tank Ordinance," Broward County Code of Ordinances.
- Prohibit direct wastewater effluent discharges to surface and ground waters within Wellfield zones of influence as designated on the Town's Wellfield Protection Map. The Town's land development regulations shall reflect this prohibition should any portion of a wellfield zone of influence fall within the Town.

Commentary: no change necessary.

UE POLICY 1.2-l: The Town shall coordinate with The City of Sunrise and Cooper City Utilities and other adjacent municipalities to ensure potable water facilities are provided to meet the Town's short-term and long-term future needs.

Commentary: no change necessary.

UE POLICY 1.2-m: The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: 101.33 96 gallons per capita per day

City of Sunrise: 65 102 gallons per capita per day

Commentary: updated.

UE POLICY 1.2-n: In order to protect and conserve the Biscayne Aquifer, the Town, in coordination with Broward County, shall investigate utilization of alternate potable water sources and/or technologies if needed to supplement and broaden secure the Town's future water self-supply sources. These potential sources could include the Floridan Aquifer, Aquifer Storage and Recovery (ASR), desalinization or wastewater reuse capture and storage of excess storm water currently lost to tide and other technologies as addressed in the Lower East Coast Regional Water Supply Plan of the South Florida Water Management District.

Commentary: self-supply using the superficial aquifer system is consistent with updated LEC Plan. Further, the Town serves as an aquifer recharge area with its large, open spaces, low population density, and minimal impervious areas. The scattered wells throughout the Town are well west of the saltwater intrusion caused by concentrated, high-volume wells further east, drilled by municipal utilities.

Additionally, as a self-supply community, some of the alternative water sources listed in this policy are not applicable.

UE POLICY 1.2-o: Conserve and protect potable water resources with primary focus on the Biscayne Aquifer by optimizing the utilization of water resources through effective water management practice.

Commentary: no change necessary.

UE POLICY 1.2-p: The Town shall coordinate with Broward County DPEP's development of a basin-wide water management protocol that optimizes flood protection, water quality, storm water storage, wetlands sustainability and groundwater recharge functions while protecting groundwater from saltwater intrusion. By assessing the existing surface water management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages a model will be developed to better utilize the water resources.

Commentary: no change necessary.

UE POLICY 1.2-q: The Town shall coordinate a program with Broward County to continue implement a year-round its public information and education programs efforts promoting more efficient conservation methods such as energy saving plumbing fixtures and other water conservation measures.

Commentary: anachronous policy left over from unincorporated Broward County Land Use Element updated to reflect the independence of the Town's initiatives.

UE POLICY 1.2-r: The Town shall ensure that future potable water facilities are designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features and not exacerbate saltwater intrusion.

Commentary: no change necessary.

UE POLICY 1.2-s: reserved.~~The Town shall coordinate the provision of potable water services through agreements with municipalities and other service providers in Broward County when economically feasible.~~

Commentary: this is an anachronistic policy held over from the unincorporated Broward County land use element that disregards the Town's preference for self-supply. The City of Sunrise has already identified the portions of the Town as existing and future service areas.

UE POLICY 1.2-v: The Town shall encourage the re-use of non-residential reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible.

Commentary: no change necessary.

UE POLICY 1.2-x: The Town shall adopt procedures to ensure that prior to approving a building permit or its functional equivalent, the Town will consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent.

Commentary: no change necessary.

UE POLICY 1.2-y: New septic tank systems shall be permitted for residential or community facilities purposes, such as Town Hall, only after the Florida Department of Health determines they are consistent with Broward County's Water and Septic Tank Ordinance and with the requirements of the Florida Statutes and the Florida Administrative Code.

Commentary: no change necessary.

UE POLICY 1.4-c: The Town's land development regulations shall ensure an adequate amount of pervious area on all sites for appropriate aquifer recharge.

Commentary: no change necessary.

ICE POLICY 1.2-b: The Town shall integrate drainage regulations, if any, with SFWMD's Regional Water Supply Plans and continue to coordinate with the SFWMD to develop a link to the Broward County Comprehensive Greenway Trail System adjacent to the District's waterways.

Commentary: no change necessary.

ICE OBJECTIVE 1.4

ENSURE A MEANINGFUL PROCESS FOR COLLABORATIVE PLANNING AND INTERGOVERNMENTAL COORDINATION, ON A CONTINUING AND ONGOING BASIS, ON WATER SUPPLY ISSUES BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BROWARD COUNTY AND THE LOCAL GOVERNMENTS THAT PROVIDE WATER SERVICE WITHIN THE TOWN.

ICE POLICY 1.4-a: The Town shall share information regarding water supply needs with the local governments that provide water service within the Town.

Commentary: no change necessary.

ICE POLICY 1.4-b: The Town shall consider working with appropriate entities to coordinate the establishment of level of service standards and population projections with the local governments that provide water service within the Town to ensure that water supply will be adequate to serve demand within their respective service areas.

Commentary: no change necessary.

ICE POLICY 1.4-c: The Town shall coordinate with the South Florida Water Management District, the City of Sunrise, Cooper City, and Broward County related to updating the Town's Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District updates the *Lower East Coast Regional Water Supply Plan Update*.

Commentary: no change necessary.

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

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c

- [water quality: UE Policy 1.1-h](#)

[Commentary: no change necessary.](#)

[CIE Policy 1.1-g:](#) [The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan \(Amendment No. 15-1ESR, adopted July 14, 2020 January 20, 2015\), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.](#)

[Commentary: updated.](#)

[CIE Policy 1.1-h:](#) [The Town hereby adopts by reference the current Cooper City 10-year Water Supply Facilities Work Plan \(Amendment No. 15-1ESR, adopted on August 25, 2020 December 30, 2014\) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.](#)

[Commentary: updated.](#)

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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: 9/23/2021
SUBJECT: Commercial Retail Sale of Plants Not on Farms Ordinance

Recommendation

The disposition of this Ordinance is a policy matter for the Council to decide.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Background

Some months ago, the Council tasked the CPAB with reviewing the nursery ordinance that was last presented to the Council prior to the election of three councilmembers to office. The CPAB produced recommendations that left the document substantially intact.

At the Mayor's direction, the document was retooled to regulate only commercial retail sale of plants not on farms (i.e. taking place on any portion of land lacking an agricultural property tax classification). The document was further retooled by eliminating all sections extraneous to the permitted location of such businesses, which has come to be known as "Section 4.3."

The intent of this "stripped down" version of the nursery ordinance, and its change in focus to retail activities not protected as farms under Florida Statutes, is to address the core concern that led to the development of the ordinance and to eliminate incidental and potentially

contentious provisions outside of this core area of regulation.

August 23rd changes

Pursuant to Council discussion of the proposed regulations on August 23rd, staff removed a reference to "plants grown on the plot where sold," and changed the permitted location of new businesses from, "plots" fronting the listed thoroughfares to, "lots of record" fronting the listed thoroughfares, "as of the date of the adoption of the ordinance."

The latter change addresses Council's concern that permissible locations on major thoroughfares could acquire properties behind them and expand deeper into neighborhoods. The change prevents this from occurring except as Council may permit on a case-by-case basis as a special exception use, which require a 5-0 Council vote.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Commercial Retail Sale of Plants Not On Farms Ordinance	9/3/2021	Ordinance

1 (K) Commercial retail sales of plants not on farms. This subsection
2 regulates the location of businesses engaged in the commercial retail
3 sales of plants and accessory sales of landscape materials direct to the
4 public, on plots and portions of plots that are not farms (i.e. no
5 agricultural property tax classification), at a specific location and with
6 established hours of operation. This subsection does not regulate retail
7 sales of plants and landscape materials on a plot or portion of a plot
8 that is a farm.

9 (1) Businesses established after [the effective date of this ordinance]
10 may be located on lots of record existing as of such date that
11 front one of the following road rights-of-way, provided that the
12 lot has one or more driveway openings onto such roadway
13 approved by the governmental entity with jurisdiction over the
14 roadway that all retail-related traffic must use exclusively to
15 access the plot:

- 16 a. Griffin Road
- 17 b. Sheridan Street
- 18 c. Flamingo Road
- 19 d. Volunteer Road
- 20 e. Dykes Road
- 21 f. SW 172nd Avenue
- 22 g. U.S. Highway 27

23 (2) Any location not authorized in paragraph (1) above is permitted
24 only by special exception permit in accordance with paragraph
25 (4), below and Article 112.

26 (3) Such businesses existing as of [effective date of this ordinance]
27 that are not in accordance with of paragraphs (1) or (2), are
28 nonconforming uses that may continue to operate until such time
29 that the use is changed to another use or is discontinued for a
30 period of six (6) consecutive months. The town administrator may
31 grant a single six (6) month extension upon request. In the event
32 the property is sold or leased within the extension period, the
33 balance of the extension shall be transferrable to the new owner
34 or lessee. A business that has lost its nonconforming use status
35 may be re-established on the same plot only upon issuance of a
36 special exception use permit in accordance with paragraph (4)
37 and Article 112.

1 (4) The following are requirements of all special exception use permits
2 pursuant to paragraphs (2) and (3) above:

3 a. The applicant shall demonstrate how the retail use will be operated
4 in a manner that is consistent with the character of the surrounding
5 neighborhood and will not create a nuisance. Required information
6 shall include: hours of operation; detailed site plan that addresses
7 building size, location, screening and adequate parking for
8 employees and patrons, including disabled-accessible parking,
9 restrooms, ingress and egress of vehicular traffic, setbacks from
10 the street and adjacent properties, outdoor equipment screening
11 or storage, screening of items for retail sale stored outside, and
12 use of outdoor lighting in compliance with Article 95.

13 b. The applicant shall demonstrate how stormwater will be retained
14 onsite or appropriately conveyed, as applicable, in compliance with
15 the requirements of this chapter and the applicable drainage
16 district standards.

17 c. The property shall adequately buffer and screen abutting
18 residential uses and streets, to the satisfaction of the town council,
19 from the vehicular use areas and portions of the property
20 associated with retail sales, including any portion of the property's
21 periphery where retail customers have access.

22 d. The business shall utilize commercial waste collection service.

23 *[existing subsections k. through u. are hereby relettered as l. through v. and*
24 *references in Sec. 045-050 and 060-030 shall be relettered accordingly]*

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

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

30 **Section 5: Severability.** If any word, phrase, clause, sentence or section of
31 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
32 shall not affect the validity of any remaining portions of this Ordinance.

33 **Section 6: Effective Date.** This Ordinance shall take effect immediately upon
34 passage and adoption.

1 **PASSED ON FIRST READING** this ___ day of _____, 2021 on a motion made
2 by _____ and seconded by _____.

3 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____,
4 2021, on a motion made by _____ and seconded by
5 _____.

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, J.D., Town Attorney
1001.331.01



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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

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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: Jeffrey Katims, Town Planner
DATE: 9/23/2021
SUBJECT: Home Conversion Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

The nursery ordinance that the CPAB recommended to the Council for adoption includes a prohibition against using or converting a dwelling for a nonresidential use. This prohibition is one of several regulations that CPAB recommended that are not included in the streamlined version of the ordinance that regulates commercial retail sale of plants not on farms. During its discussion of the streamlined ordinance on August 23rd, at least one Councilmember requested that the prohibition against home conversions be included in the streamlined ordinance.

In order to maintain the streamlining of the ordinance regulating commercial retail sales of plants not on farms, staff drafted the attached ordinance prohibiting the conversion of dwellings for nonresidential use. The Ordinance clarifies that conversion or use of a dwelling

for a residential accessory use is not precluded by the Ordinance. For example, someone building a new home on a parcel with an existing dwelling could retain the old dwelling and convert it for use as storage, as a home gym, or any other permitted accessory use or combination of accessory uses. Finally, the Ordinance allows Council to approve conversion of a dwelling for nonresidential use through granting of a special exception permit. Granting of a special exception permit requires a 5-0 vote of the Council.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeffrey Katims, Town Planner

ATTACHMENTS:

Description	Upload Date	Type
Home_Conversion_Ordinance_-_TA_Approved	9/3/2021	Ordinance

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

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

6 **Section 5: Severability.** If any word, phrase, clause, sentence or section of
7 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
8 shall not affect the validity of any remaining portions of this Ordinance.

9 **Section 6: Effective Date.** This Ordinance shall take effect immediately upon
10 passage and adoption.

11 **PASSED ON FIRST READING** this ___ day of _____, 2021 on a motion made
12 by _____ and seconded by _____.

13 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____,
14 2021, on a motion made by _____ and seconded by
15 _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

[Signatures are on the Following Page]

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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13400 Griffin Road
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(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
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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: 9/23/2021
SUBJECT: ORDINANCE ADOPTING PROPERTY RIGHTS ELEMENT

Recommendation

Staff recommends the Town Council adopt the proposed property rights element in its current or similar form to comply with Florida law.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

In July of this year, an amendment creating Section 163.3177(6)(i) F.S. took effect, requiring that all local governments adopt a private property rights element within their comprehensive plans. The intent of the requirement is, "that governmental entities respect judicially acknowledged and constitutionally protected private property rights," by considering such rights in local decision-making.

The proposed property rights element consists of a statement that the Town will consider specified private property rights in its decision-making, taken verbatim from Section 163.3177(6)(i), F.S. Staff finds that the statutory language is suitable for adoption, noting that a municipality is not required to adopt the statutory language verbatim, and may create a commensurate and more expansive version.

The statute requires that the Town adopt a property rights element in compliance with Section 163.3177(6)(i) before it can adopt any other amendment to the comprehensive plan.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Property Rights Ordinance - TA Approved	9/16/2021	Ordinance
163.3177(6)(i)	9/10/2021	Backup Material

1 **Section 2: New Element.** The Town’s Comprehensive Plan is amended by
2 adding the property rights element attached as Exhibit “A” and made a part of this
3 Ordinance as if set forth in full.

4 **Section 3: F.S. Chapter 163 Transmittal.** That the Town Planner is hereby
5 directed to transmit this Ordinance to the State Land Planning Agency immediately
6 following first reading of this Ordinance, and is hereby directed to transmit the adopted
7 Ordinance to the State Land Planning Agency immediately following the second and final
8 reading of this Ordinance.

9 **Section 4: Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts
10 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of
11 such conflict.

12 **Section 5: Severability.** Should any section or provision of this Ordinance or any
13 portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or
14 invalid, the invalidity thereof shall not affect the validity of any of the remaining portions
15 of this Ordinance.

16 **Section 6: Effective Date.** This Ordinance shall take effect 31 days after the
17 Department of Economic Opportunity notifies the Town that the plan amendment
18 package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in
19 which case the Ordinance shall take effect on the date that the Department of Economic
20 Opportunity or the Administration Commission enters a final order determining the
21 adopted amendment to be in compliance.

22
23 **PASSED ON FIRST READING** this ___ day of _____, 2021 on a motion made
24 by _____ and seconded by _____.

25 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
26 2021, on a motion made by _____ and seconded by
27 _____.

[Signatures on the Following Page]

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Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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EXHIBIT "A"

III. J. PROPERTY RIGHTS ELEMENT (PRE)

1. GOALS OBJECTIVES AND POLICIES

PRE GOAL 1

The Town will make planning and development decisions with respect for property rights.

PRE Objective 1: The Town will respect judicially acknowledged and constitutionally protected private property rights.

PRE Policy 1.1: The Town will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

PRE Policy 1.2: The Town will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

PRE Policy 1.3: The Town will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

PRE Policy 1.4: The Town will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

The 2021 Florida Statutes

Title XI

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163

INTERGOVERNMENTAL PROGRAMS

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

* * *

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local

government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

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(954) 434-1490 Fax

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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: 9/23/2021
SUBJECT: ORDINANCE- GUEST HOUSE COMPREHENSIVE PLAN AMENDMENT

Recommendation

The Town Council should evaluate the proposed Ordinance in its legislative capacity to establish policy.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Comprehensive Plan limits the size of guest houses to 600 square feet on properties up to one net acre in area, and 1,200 square feet on properties greater than one acre (43,560 square feet) in area. Guest houses are not permitted on properties less than 35,000 square feet in area.

The proposed Ordinance would allow 1,200 square-foot guest homes on properties between 35,000 and 43,560 square feet in area while continuing to allow the same sized guest houses on properties in excess of 43,560 square feet in area.

Guest houses would still be subject to the plot coverage restrictions of the applicable zoning district. Therefore a larger guest house will only be permitted when the total roof area of all structures on the property remains within the plot coverage limit.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Amending Guest House Definition in Comprehensive Plan - TA Approved	9/16/2021	Ordinance

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITION OF GUEST HOUSE IN THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-22-1)

WHEREAS, Section II.A. of the Town of Southwest Ranches Comprehensive Plan entitled, "Definitions," restricts the gross floor area of guest homes on parcels between 35,000 square feet and 43,560 square feet in area to six hundred (600) square feet; and

WHEREAS, Section II.A. allows guest homes of 1,200 square feet of gross floor area on plots of more than 43,560 square feet in area; and

WHEREAS, the Town Council wishes to standardize the allowable guest house size on all plots of 35,000 square feet and larger in area.

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on September 23, 2021 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds that the amendment is internally consistent with goals, objectives and policies of the adopted Comprehensive Plan.

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

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

Section 2: Amendment to Part II.A. The Definitions of Part II, Administration, of the Town of Southwest Ranches Comprehensive Plan are hereby amended as follows:

* * *

Guest house - A structure or any part of a structure ancillary to a detached single family dwelling unit, excluding mobile homes, and located on the same parcel as the principle dwelling unit, that is occupied in whole or in part as the temporary residence or living quarters of one or more persons, that shall not exceed ~~600 square feet for parcels between 35,000 square feet to 43,560 square feet~~ and shall not exceed 1,200 square feet in gross living area ~~for parcels greater than 43,560 square feet~~. Only one (1) guest house shall be permitted per parcel and it may not be rented, leased or sold separately from the overall property. A guest house may not contain, or be designed to contain, a complete kitchen facility. In no event shall a guest house be considered a dwelling unit, as defined herein. If a temporary or permanent residence or living quarter does not meet the definition of guest house, it shall be deemed to be a dwelling for purposes of density calculation. For purposes of this definition, a temporary residence or living quarter shall not have a separate mailing address or electric meter. A guest house shall not be permitted on parcels less than 35,000 square feet.

Section 3: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

Section 4: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Map subsequent to the effective date of this Ordinance.

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

PASSED ON FIRST READING this ___ day of _____, 2021 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___day of ___, 2021, on
a motion made by _____ and seconded by
_____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, MBA, MPA, MMCI , Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.436.01

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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: 9/23/2021
SUBJECT: ORDINANCE AMENDING ULDC GUEST HOUSE PROVISIONS

Recommendation

Staff recommends the Town Council consider the proposed Ordinance in its legislative capacity to create policy.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The ULDC limits the size of guest houses to 600 square feet on properties up to one net acre in area, and 1,200 square feet on properties greater than one acre (43,560 square feet) in area. Guest houses are not permitted on properties less than 35,000 square feet in area.

The proposed Ordinance would allow 1,200 square-foot guest homes on properties between 35,000 and 43,560 square feet in area while continuing to allow the same sized guest houses on properties in excess of 43,560 square feet in area.

Guest houses would still be subject to the plot coverage restrictions of the applicable zoning district. Therefore a larger guest house will only be permitted when the total roof area of all structures on the property remains within the plot coverage limit.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
ORDINANCE AMENDING ULDC GUEST HOUSE PROVISIONS - TA Approved	9/16/2021	Ordinance

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.435.01

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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/23/2021
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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SKETCH AND LEGAL DESCRIPTION OF VACATED EASEMENT

(ATTACHED)

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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:

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



SKETCH AND LEGAL DESCRIPTION

BY

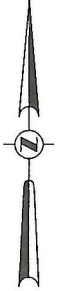
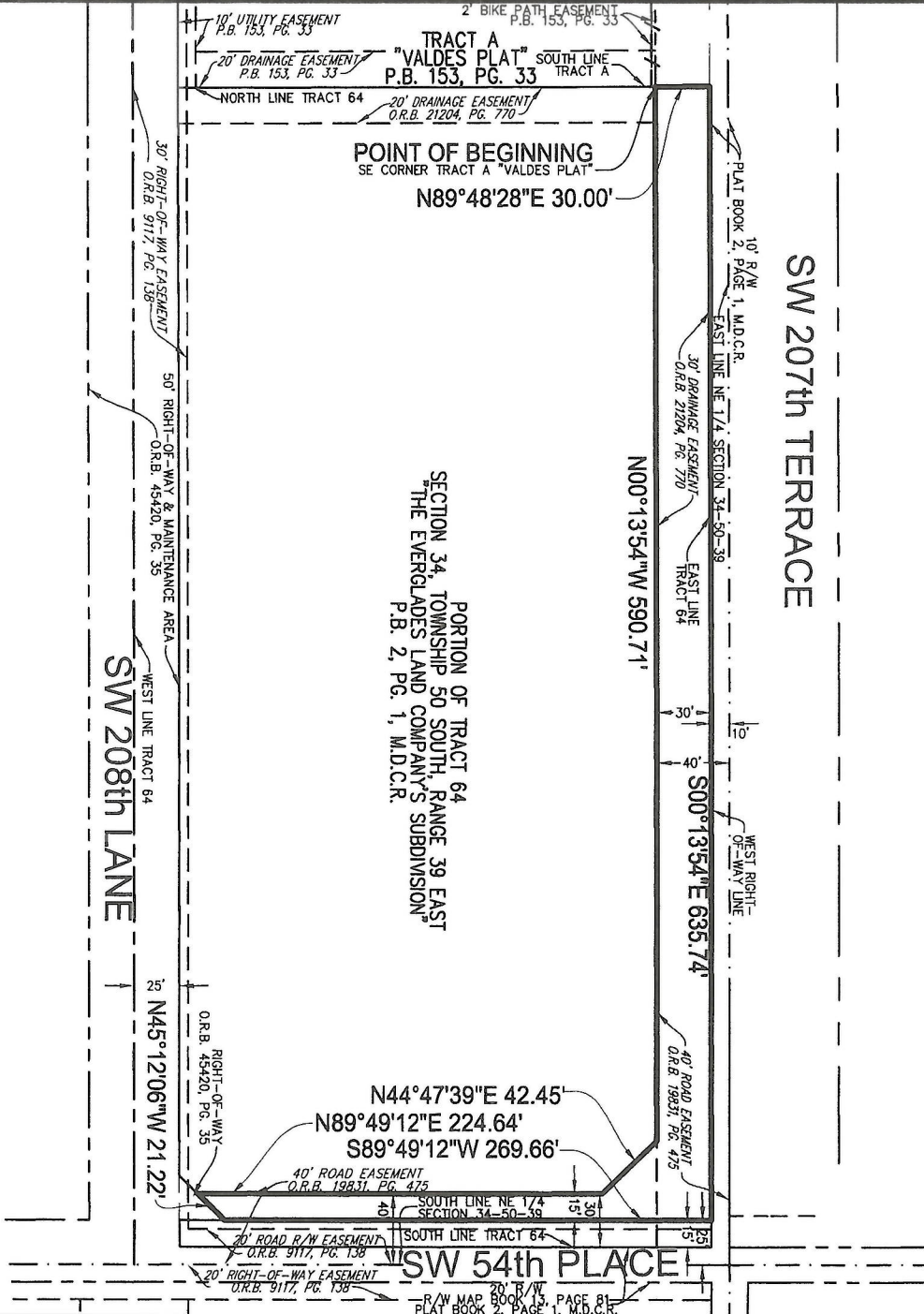
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FLORIDA 33351

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

CERTIFICATE OF AUTHORIZATION LB#3870



FILE: MARY MARTELL

SCALE: 1"=20'

DRAWN: L.S.

ORDER NO.: 68515A

DATE: 5/9/21

ROAD EASEMENT VACATION

SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

FOR: MARY MARTELL

SHEET 2 OF 2

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

LEGEND:

- P.B. PLAT BOOK
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- R/W RIGHT-OF-WAY

**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.

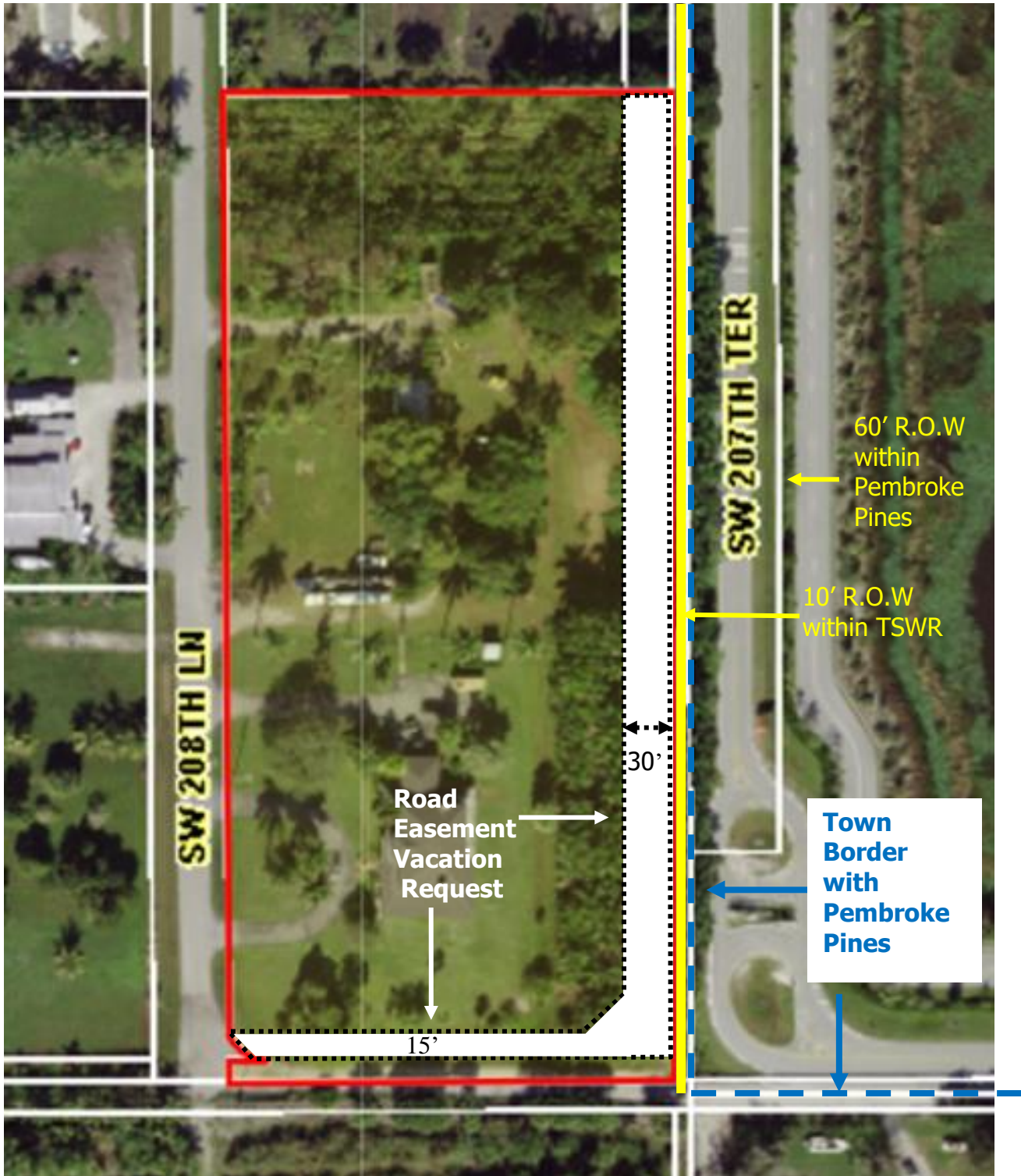
RECOMMENDATION

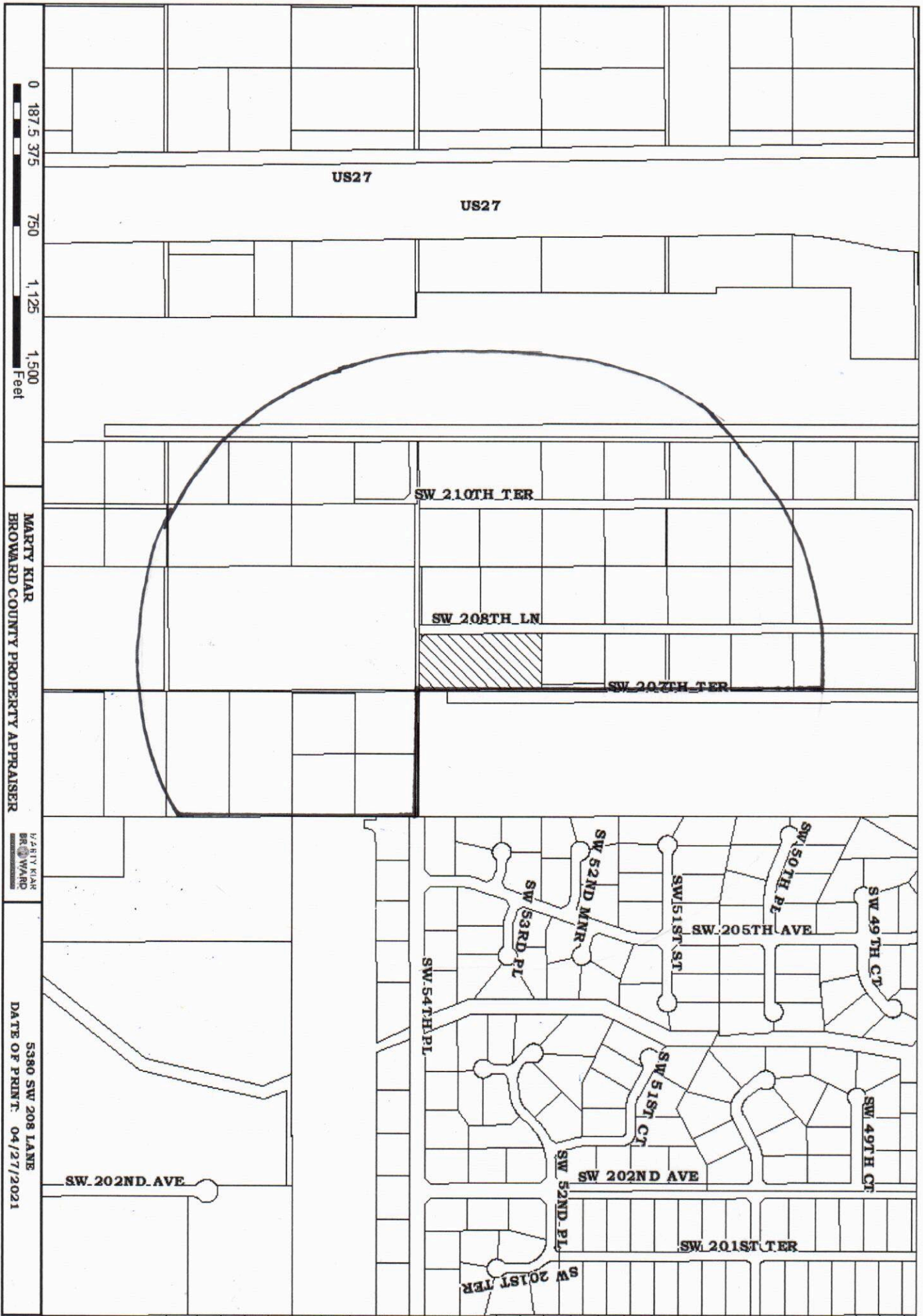
Staff finds that the subject easement is not needed for roadway or trail purposes, and that the vacation request does not appear to conflict with the health, safety and welfare of Town residents. Vacation of a public road easement is a legislative function, giving the Town Council the discretion to vacate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





0 187.5 375 750 1,125 1,500 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER



5380 SW 208 LANE
DATE OF PRINT: 04/27/2021

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	200 NE 14 AVE APT 15
503934010310	FAJARDOPINANGO,MAGALY DE JESUS ESPEJO	9751 E BAY HARBOR DR #801
503934010312	GUERRA,OSWALDO ALBERTO H/ELOYZA,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' FOR R/W
PEMBROKE PINES FL	33332		SOUTHWEST PINES 172-88 BLOT 2 LESS E 25' FOR R/W
PEMBROKE PINES FL	33332		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 Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/23/2021
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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SKETCH AND LEGAL DESCRIPTION OF VACATED RIGHT-OF-WAY

(ATTACHED)

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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

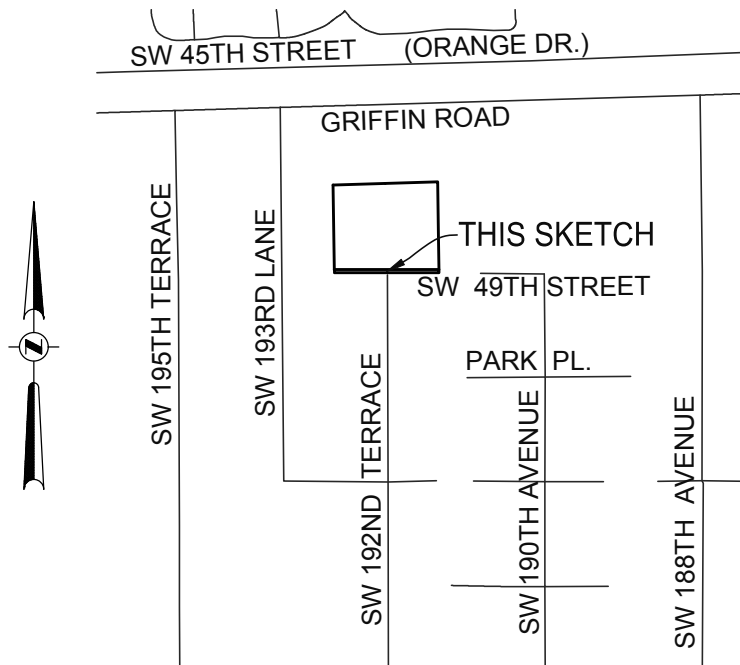


LEGAL DESCRIPTION: 20 FOOT RIGHT-OF-WAY TO BE VACATED

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



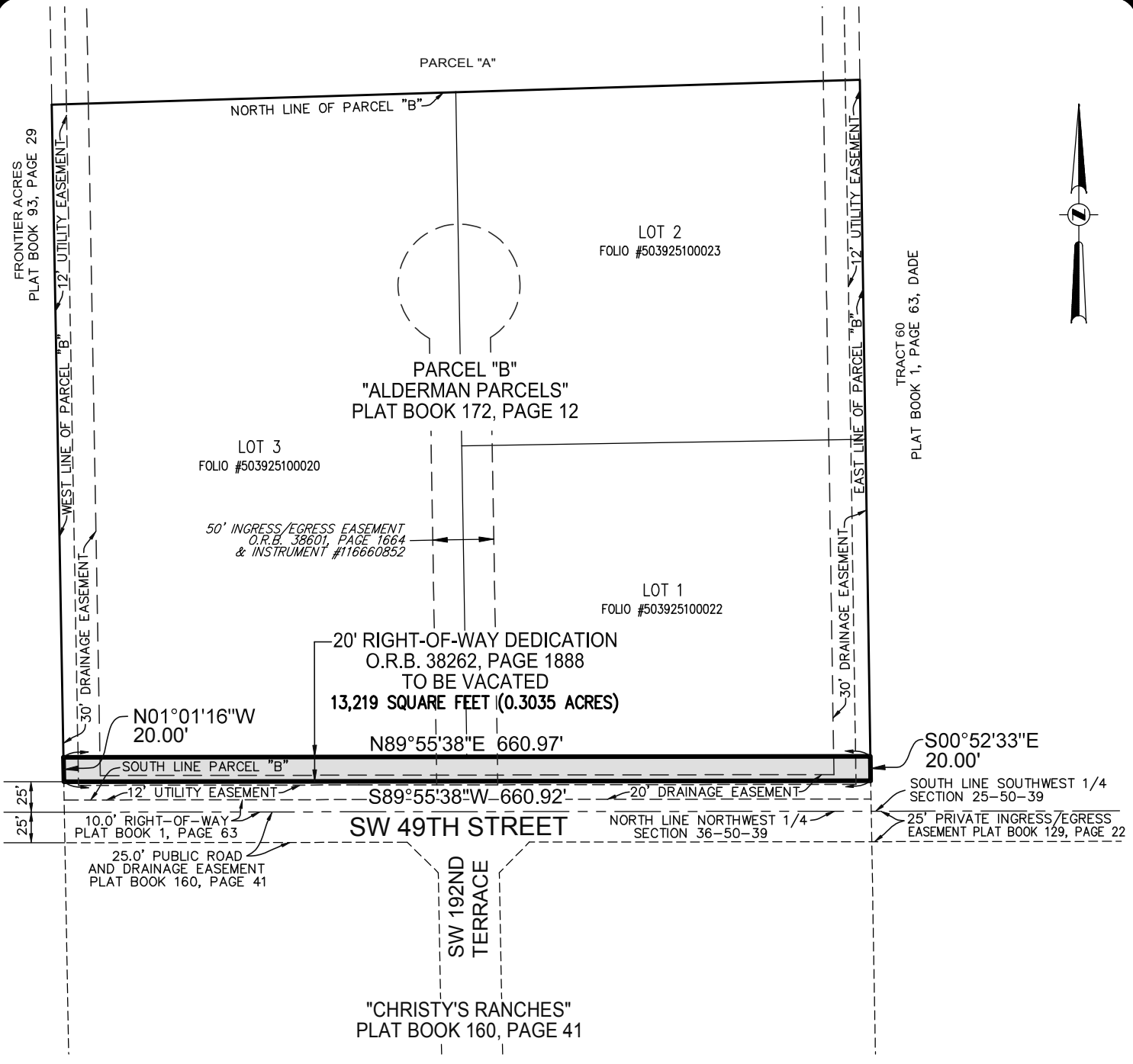
SKETCH AND LEGAL DESCRIPTION

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

**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:

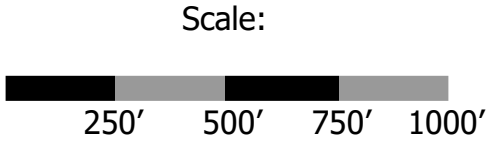
1. Prior to second reading, Babu and Asha Varghese shall execute a deed restriction deemed acceptable as to form by the Town Attorney, prohibiting a second home from being constructed on any part of the property.

VACATION APPLICATION NO. VC-29-21 SW 49TH STREET CORRIDOR AERIAL MAP



Legend

-  Improved Segment of 49th Street
-  Petitioners' Properties

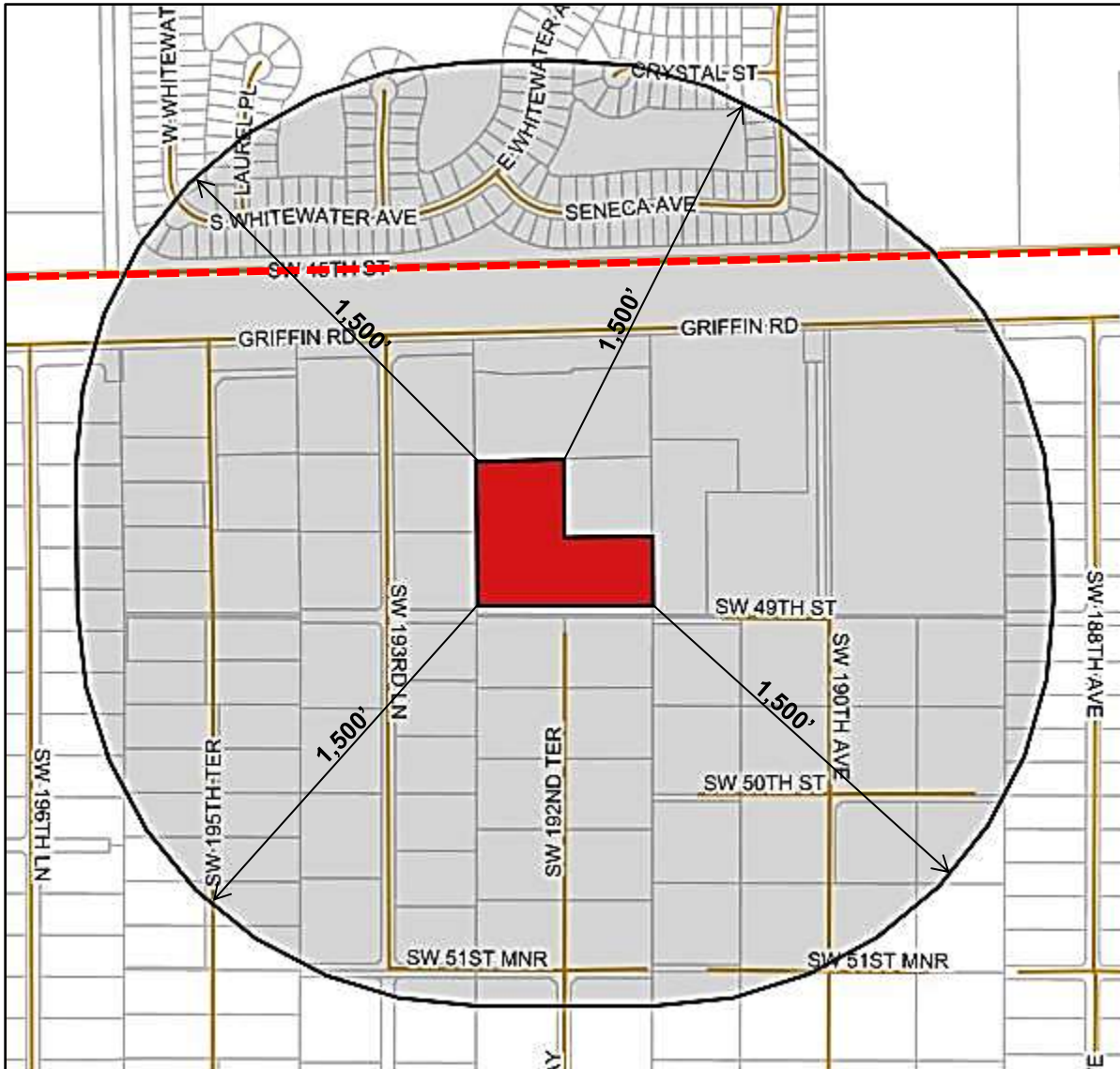


SUBJECT RIGHT-OF-WAY LOCATION AERIAL MAP





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	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	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	14530 MARVIN LN	SOUTHWEST RANCHES	FL	33330	USA
LOO, FERN H/E	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	4831 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
MARTIN, DAYANNA H	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	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	5001 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
PENALVER, ALBERTO G & NORA E	4930 SW 193 LN	SOUTHWEST RANCHES	FL	33332	USA
PFEIFFER, 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	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	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	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 D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/23/2021
SUBJECT: Fernandez Water Agreement

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

Ernesto Fernandez (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 6200 Stallion Way. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others seeking water services from the City of Cooper City agree that he/she/it/they shall solely be

responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	9/16/2021	Resolution
Agreement	9/16/2021	Agreement

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6200 STALLION WAY, A SINGLE FAMILY HOME LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ernesto Fernandez ("Owner"), has a single-family home in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water services for his home, however, water services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 6200 Stallion Way, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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
1001.433.01

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: Ernesto Fernandez
(NAME OF OWNER)

LOCATION: 6200 Stallion Way, Southwest Ranches, FL 33330

THIS AGREEMENT effective this 25th day of August, 2021, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Ernesto Fernandez, an individual with a property address of 6200 Stallion Way, Southwest Ranches, FL 33330, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service or sewage disposal service or both from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water and/or sewer disposal service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water and/or wastewater service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's _____(WATER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations. The "Clean-out" for the lateral shall be at the property or easement line.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have

consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

Ernesto Fernandez
6200 Stallion Way,
SW Ranches, FL 33330

FOR THE TOWN OF Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____

MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY


STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER
BY: 
DATE: 8/25/21

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Ernesto Fernandez to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that Ernesto Fernandez executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of August

20 21.



My commission expires:

Betty J Gadway
NOTARY PUBLIC STATE OF FLORIDA

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

BY: _____

MAYOR _____

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA My commission expires:

NOTARY PUBLIC STATE OF

Exhibit A

Legal Description

LANDMARK AT STERLING RANCHES 170-14 B LOT 4



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: 9/23/2021
SUBJECT: Purchase Order for a Replacement Flashing School Beacon on SW 172nd Avenue

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 flashing beacon school sign on SW 172nd Avenue that serves the Pembroke Pines Academic Village, which comprises of Middle and High Charter Schools, is old and in need of constant repair.

The Town terminated our traffic engineering agreement with Broward County Traffic (BCTED) in 2005. Therefore, the Town maintains signage within our limits. School zone reduction signs are governed by the Florida Speed Zone Manual. According to this manual, the preferred school zone speed limit device is the School Zone Flashing Beacon.

On August 17, 2021, the Town advertised Request for Quotations 21-106 for the purchase

and installation for a new ground mounted solar powered school flashing beacon.

On August 23, 2021, the Town received one (1) response.

Vendor	Amount
Arc Electric, Inc.	\$18,700

The Town Attorney negotiated with the vendor to reduce the cost to \$15,000 plus a 12-month warranty for labor.

Fiscal Impact/Analysis

The total amount originally budgeted for the project in FY 2021 Transportation Budget (Account # 101-5100-541-53200) was \$9,000. Therefore, a budget adjustment is needed to the Fiscal Year 2020-2021 Town Budget as follows:

Transportation Fund:

Revenues:

101-0000-399-39990	Trans Restricted Fund Balance	\$6,000
Total Revenues		\$6,000

Expenditures:

101-5100-541-53200	School Flashing Beacon	(\$9,000)
101-5100-541-64100	Machinery and Equipment	\$15,000
Total Expenditures		\$6,000

Staff Contact:

Rod Ley, Public Works Director
 Emily Aceti, Community Services Manager
 Venessa Redman, Sr. procurement & Budget Officer
 Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

Resolution - TA Approved
Arc Electric Quote

9/13/2021
9/13/2021

Resolution
Exhibit

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO ARC ELECTRIC, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) TO PURCHASE AND TO INSTALL A SCHOOL ZONE FLASHING BEACON ON SW 172ND AVENUE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the flashing school zone beacon on SW 172nd Avenue that serves the Pembroke Pines Academic Village, which comprises of Middle and High Charter Schools, is old and needs constant repair; and

WHEREAS, the Town maintains signage within our limits; and

WHEREAS, this project is specifically named in the Fiscal Year 2021 Town Budget (Account # 101-5100-541-53200 – Transportation: School Zone Flashing Beacon Replacement); and

WHEREAS, the Town budgeted Nine Thousand Dollars and Zero Cents (\$9,000.00) for this improvement in Account # 101-5100-541-53200 – Transportation: School Zone Flashing Beacon Replacement; and

WHEREAS, on August 17, 2021, the Town advertised Request for Quotations 21-106 for the purchase and installation for a new ground mounted solar powered school flashing beacon; and

WHEREAS, on August 23, 2021, the Town received one (1) response; and

WHEREAS, after reviewing the quote, it was determined that Arc Electric, Inc.'s negotiated quote of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) met the requirements of the Request for Quotations; and

WHEREAS, the Town of Southwest Ranches desires to execute and purchase order under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves a Purchase Order to Arc Electric, Inc. in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for the purchase and installation of a new ground mounted solar powered school flashing beacon in substantially the same form as that attached hereto as Exhibit "A."

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

Section 4. The Town Council hereby approves the necessary Fiscal Year 2021 budget amendment for the purchase and installation for a new ground mounted solar powered school flashing beacon as follows:

Transportation Fund:

Revenues:

101-0000-399-39990	Trans Restricted Fund Balance	<u>\$6,000</u>
Total Revenues		\$6,000

Expenditures:

101-5100-541-53200	School Flashing Beacon	(\$9,000)
101-5100-541-64100	Machinery and Equipment	<u>\$15,000</u>
Total Expenditures		\$6,000

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

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

Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____
 Hartmann _____
 Allbritton _____
 Jablonski _____
 Kuczenski _____

Ayes _____
 Nays _____
 Absent _____
 Abstaining _____

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.434.01

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TOWN OF SOUTHWEST RANCHES, FLORIDA
QUO NO.: 21-106 SCHOOL FLASHER GROUND MOUNTED SCHOOL BEACON

RESPONSE TO REQUEST FOR QUOTATIONS
QUO NO.: 21-106

COMPANY NAME: Arc Electric, Inc.

OWNER/CONTACT NAME: Omar McFarlane

ADDRESS: 3328 SW 46th Avenue
Davie, FL 33314

TELEPHONE NUMBER: (954) 583-9800

EMAIL ADDRESS: omcfarlane@arcelectricfl.com

SIGNATURE: 

Earliest start date:	11/29/2021
Dispose of old sign in a proper manner	0.00
Supply & install NEW sign	\$15,000.00
TOTAL QUOTE	\$ 15,000.00

Detailed Quote as per specifications attached: YES / NO

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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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 9/23/2021
SUBJECT: Closest Unit Response

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

Broward County (County) has established a countywide communications infrastructure with one of the main goals being the establishment of Closest Unit Response (CUR) capability for cooperative fire, rescue, emergency medical, and special operations response. The Town acknowledges that there is a mutual advantage for providing automatic aid for CUR for life-threatening emergencies and cooperative use of the resources available among the affected parties so that lives and property may be saved.

The County endeavors to deliver CUR to all regional consolidated dispatch participating municipalities within the County by the end of 2022. Prior to implementing the CUR plan the County requests that all participating municipalities enter into this Interlocal Agreement (ILA).

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
CUR ILA Reso - TA Approved	9/16/2021	Resolution
Closest Unit Response ILA - Final	9/16/2021	Agreement

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County (County) has established a countywide communications infrastructure with one of the main goals being the establishment of Closest Unit Response (CUR) capability for cooperative fire, rescue, emergency medical, and special operations response; and

WHEREAS, the Town acknowledges that there is a mutual advantage for providing automatic aid for CUR for life-threatening emergencies and cooperative use of the resources available among the affected parties so that lives and property may be saved; and

WHEREAS, the County endeavors to deliver CUR to all regional consolidated dispatch participating municipalities within the County by the end of 2022; and

WHEREAS, prior to implementing the CUR plan the County requests that all participating municipalities enter into this Interlocal Agreement (ILA); and

WHEREAS, the Town of Southwest Ranches desires to enter into this ILA under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves an Interlocal Agreement between the Town of Southwest Ranches and Broward County for cooperative fire, rescue, emergency medical services, and special operations response through automatic aid and closest unit response as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of September 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
1001.426.01

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

This Regional Interlocal Agreement for Cooperative Fire, Rescue, Emergency Medical Services, and Special Operations Response through Automatic Aid and Closest Unit Response (“Agreement”) is entered into between the Municipalities executing this Agreement, the Broward County Sheriff’s Office, and Broward County (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities.

B. The design, purpose, and intention of this Agreement is to permit the Parties, individually and collectively, to make the most efficient use of their respective powers, resources, and capabilities by cooperating in the use of their respective powers, resources, and capabilities in regard to fire, rescue, and emergency medical services (“EMS”), on a basis of mutual advantage, to provide services and facilities in a manner most consistent with the geographic, economic, demographic, and other factors influencing their respective needs and the development of their respective and joint communities.

C. Each Party hereto maintains or contracts for the services, which may include paid or volunteer services, of a Fire Rescue Department with apparatus, firefighting equipment, EMS equipment, and firefighting, EMS, and administrative personnel.

D. The Parties acknowledge that incidents that include but are not limited to the requirement for firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief occur without prior warning, without a set pattern or frequency, and without regard to life, limb, or property.

E. The Parties further recognize that there is a mutual advantage in providing automatic aid for closest unit response for life-threatening emergencies and cooperative use of the resources available among the affected Parties in order that lives and property may be saved.

F. In 2002, Broward County residents voted by Charter amendment to provide for the establishment and funding of communications infrastructure for fire and emergency medical services to facilitate closest unit response for life-threatening emergencies and support for regional specialty teams.

G. By and through this Agreement, the Parties intend to provide for automatic aid via closest unit response for life-threatening emergencies as defined herein as part of the normal day-to-day operations of all of the Parties while not providing such aid to subsidize normal day-to-day operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties mutually covenant, promise, and agree as follows:

ARTICLE 1. PURPOSE AND INTENT

1.1. The Parties affirm the Recitals stated above as true and correct and incorporate them herein.

1.2. The stated purpose and intent of this Agreement is for the Parties to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities. This will be accomplished by automatic aid via closest unit response, as defined herein, in addition to the Automatic Aid Addendum agreements that allow for automatic aid between two or more Parties and that are above and beyond the parameters outlined by closest unit response.

1.3. Except to the extent inconsistent with this Agreement, nothing in this Agreement shall preclude or otherwise negate any existing sharing or mutual aid agreements, or agreements pertaining to the compensation or shared expenses of same, that may already exist or may be entered into between any of the Parties. The Parties may continue to enter into such sharing agreements and doing so will not constitute a violation or breach of this Agreement. To the extent anything in this Agreement conflicts with the provisions of any such sharing or Automatic Aid Agreements or other agreements pertaining to the compensation or shared expenses, the provisions of this Agreement shall govern.

ARTICLE 2. DEFINITIONS AND IDENTIFICATIONS

2.1 **Automatic Aid** means assistance dispatched automatically for one Party to one or more other Parties to lend assistance across jurisdictional boundaries for a particular incident.

2.2 **Automatic Aid Addendum** or **AAA** means a written agreement for Automatic Aid between two or more Parties to this Agreement.

2.3 **Available Unit** means a unit in an available status and within the specified estimated time of arrival for the applicable call (if any) from the incident as stated below and with the appropriate unit capabilities based upon the incident at issue, provided that if the applicable Automatic Aid Addendum between the applicable Parties in the incident at issue provides a broader definition of Available Unit, that broader definition shall apply for that incident. The following phases shall proceed in order, commencing with Phase 1, and proceeding to the next phase one calendar year

later unless the Fire Chiefs' Association of Broward County (FCABC), Inc. approve in writing an earlier or delayed progression to the next phase.

Phase	ETA to Incident	Dates of Phase
Phase 1	2 Minutes	Commencement until December 31, 2021
Phase 2	4 Minutes	January 1, 2021 until December 31, 2022
Phase 3	8 Minutes	January 1, 2022 until December 31, 2023
Phase 4	No time limitation	January 1, 2024 and thereafter

2.4 **Closest Unit Response** or **CUR** means lending assistance across jurisdictional boundaries by at least one (1) Available Unit to a Life-Threatening Emergency.

2.5 **Coverage** means the provision of fire protection and services, if needed, to another jurisdiction or geographic area.

2.6 **Life-Threatening Emergency** means the designated incident types that constitute a high priority call under the International Academy of Emergency Dispatch System for both medical and fire, as may be amended from time to time (currently, "Delta" and "Echo" calls).

2.7 **Mutual Aid** means assistance dispatched upon request by one Party to one or more other Parties, in which the lending party approves such request to lend assistance across jurisdictional boundaries for a particular incident.

2.8 **Responding Party** means the agency providing assistance to another agency that has declared an emergency incident.

2.9 **Requesting Party** means the agency requesting assistance from another agency to assist in mitigating an emergency incident.

2.10 **Special Operations** means a specialized response that includes personnel with specific training and knowledge, along with apparatus and equipment, designed to respond to incidents involving hazardous materials, technical rescue, marine, aircraft, water emergency, or other operations that require specialized training and knowledge for mitigation of the incident.

ARTICLE 3. EQUIPMENT AND STAFFING

3.1 **Fire Units** - Each Party must maintain its fire rescue apparatus, equipment, and accessories in good working order. A fire unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.2 **EMS Units** - Each Party must maintain its EMS apparatus, equipment, and accessories in good working order. An EMS unit will be considered as the full combination of apparatus, equipment, accessories, and personnel assigned to said unit.

3.3 **EMS Licenses** - All EMS transport units must be licensed by the State of Florida and Broward County as required by applicable law. All EMS units must meet the Advanced Life

Support (ALS) requirements as outlined in Florida Administrative Code Section 64J-1.003, as amended from time to time.

3.4 Staffing - Unless otherwise agreed by applicable Parties in an applicable AAA, all responding units shall be staffed as follows, or augmented to be staffed as follows to fulfill the minimum staffing requirements:

- (a) Fire service units that consist of a fire engine company or a quintuple combination pumper (“quint”) shall have at least three (3) state certified firefighter.
- (b) EMS Rescue units shall be staffed, at a minimum, with (i) two (2) state or nationally certified firefighter/paramedics, or (ii) one (1) firefighter/paramedic and one (1) firefighter/emergency medical technician.
- (c) EMS Medical units shall be staffed at a minimum with (i) two (2) state or nationally certified paramedics, or (ii) one (1) paramedic and one (1) emergency medical technician.
- (d) All other responding specialty apparatus and support units shall have appropriately trained and certified personnel for said unit.

ARTICLE 4. REQUEST FOR AID

4.1 An arrangement for Automatic Aid between two or more Parties to this Agreement shall be memorialized as an Automatic Aid Addendum. Any existing automatic aid agreement between two or more Parties that is in place as of the Effective Date of this Agreement and that provides equal or greater automatic aid than outlined in the parameters of this Agreement shall automatically be considered to be an AAA under this Agreement without further action, unless the Parties to that Automatic Aid Agreement agree otherwise in writing. Each AAA shall, at a minimum, specify the applicable apparatus and personnel to be provided and the designated areas for such aid.

4.2 By execution of this Agreement, each Party consents and commits to accept requests for Closest Unit Response from any applicable public safety answering point (PSAP). For any Life-Threatening Emergency (as defined in Section 2.6) originating from within the geographical boundaries of any Party, that Party shall be deemed the Requesting Party and the applicable PSAP shall dispatch units based upon Closest Unit Response parameters.

ARTICLE 5. RESPONSE TO REQUEST FOR AID

5.1 The Parties agree to provide aid to each other by responding to the fire, rescue situations, EMS calls, special operations emergencies, other emergencies, and disasters as requested by the Requesting Party subject to the terms, conditions, and understandings contained in this Agreement and any applicable agreement(s) between the relevant Parties (subject to Section 1.3 above).

5.2 Any Parties executing an AAA for Automatic Aid further agree to provide Automatic Aid as set forth in such AAA to the Parties to that AAA.

5.3 If a call for service originates from outside the geographical boundaries of a particular Party and that Party has Available Units (“Responding Party”), then the Responding Party shall accept and respond to a dispatch request for Closest Unit Response in the same manner as a call for service within the Responding Party’s jurisdiction, except as may otherwise be modified by this Agreement.

5.4 The Parties recognize and agree that if, for any reason beyond the reasonable control of the Responding Party, the Available Unit(s) or other requested resources are unable to respond to the request for aid, the Responding Party shall not be liable or responsible in any regard whatsoever for such inability to respond.

5.5 In the event any Party has twelve (12) or more unjustified incidents of being unable to respond with an Available Unit under the parameters of CUR within a calendar year, upon written approval of the Fire Chiefs for the majority of the municipalities that both share a geographical boundary with that Party and are a Party to this Agreement, the Party demonstrating the failure to respond may be terminated as a Party to this Agreement upon sixty (60) days’ prior written notice by any such neighboring municipality that is a Party to this Agreement. Any financial or other liabilities that accrued prior to the effective date of termination shall survive such termination of this Agreement.

5.6 Grounds justifying an inability to respond to a request for CUR include, but are not limited to, the following, provided that upon the resolution or removal of any of these grounds justifying an inability to respond, the Responding Party promptly contacts the PSAP and offers to provide the requested assistance:

- (a) The requested unit was inoperative;
- (b) The requested unit was dispatched in error and outside the parameters stated in the Broward County Closest Unit Response Project Charter at Section 4, Project/Service Description, as may be amended or otherwise modified by the applicable Broward County governance boards;
- (c) The requested unit was being utilized on another emergency call; or
- (d) The requested unit is prohibited as matter of federal or state law from providing aid outside the territorial limitations of their jurisdiction.

ARTICLE 6. CONTROL OF FIRE, RESCUE, EMS, AND SPECIAL OPERATIONS,

6.1 The Parties to this Agreement understand and agree that the Incident Command System (“ICS”), as defined by the National Incident Management System (“NIMS”), is the framework for controlling and managing emergency incidents within a given jurisdiction. The Incident Commander (“IC”), as defined within ICS under NIMS, is in charge of the incident and responsible

for tactical coordination of all personnel and equipment used to control an active incident.

6.2 Control of each Responding Party's personnel shall remain with each Responding Party as to the rendition of service, standards of performance, discipline of officers and employees, and other matters incident to the performance of services by the Responding Party's personnel.

6.3 The personnel of the Responding Party shall not be obligated to obey any order that an officer of the Responding Party reasonably believes to be either in violation of the laws of the State of Florida, United States, or the established rules and procedures of the Responding Party. The senior officer of the Responding Party may, in his or her judgment, instruct the personnel of the Responding Party that they are not obligated to comply with any order issued by another Party's personnel that said senior officer believes may result in a likelihood of unreasonable risk of death or bodily injury to the agents, officers, or employees of the Responding Party, or in a significant and substantial loss or damage to the Responding Party's equipment. In the event of said noncompliance, the senior officer will notify the other Party's individual who issued said order, and the senior officer will notify his or her supervisor of the Responding Party.

6.4 Communications at each incident to which a Responding Party is rendering aid shall be in accordance with the National Incident Management System guidelines, unless otherwise agreed by the applicable Parties.

ARTICLE 7. REIMBURSEMENT

7.1 All costs associated with providing aid as defined within this Agreement shall be the responsibility of the Responding Party except as otherwise expressly stated in this Agreement, the applicable AAA (if any), or another written agreement between the applicable Parties, or, for a declared emergency only, the applicable respective funding responsibilities per Federal Emergency Management Agency requirements. Any other agreements relating to payment for fire protection and emergency medical services shall remain in effect.

7.2 Except as otherwise expressly provided in this Agreement, each Party is solely responsible for the wages, salaries, cost of workers' compensation or other insurance premiums and benefits, and retirement and other job benefits to any of its employees or contractors, whether or not said persons provide any services to any other Party under this this Agreement.

7.3 Except as otherwise expressly provided in this Agreement, the Responding Party furnishing any equipment pursuant to this Agreement shall bear the cost of any loss or damage to its equipment, and shall be solely responsible for any expenses incurred in the operation or maintenance of such equipment.

7.4 Any Responding Party that provides transport service may require reimbursement for the transport service from the transported patient to the extent permitted by law. The Responding Party will handle billing, insurance claims, and collection in accordance with their policies and procedures and any applicable laws and regulations, including the latest federal Medicare guidelines if applicable. The Requesting Party shall receive, upon request to the Responding

Party, a copy of any such invoices or other documentation, provided that neither Party shall use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), each as amended, and the regulations promulgated thereunder (collectively “HIPAA”), and any other applicable laws and regulations, all as may be amended from time to time.

ARTICLE 8. INDEMNIFICATION

8.1 To the extent permitted and as limited by Section 768.28, Florida Statutes, the Parties shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all of its own costs, attorney’s fees, expenses, and liabilities incurred as a result of any such claims, demands, suits, actions, damages, and causes of action, including the investigation of the defense thereof and any appellate proceedings, and from and against any orders, judgments, or decrees that may be entered as a result thereof.

8.2 Each Party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages, and causes of actions arising out of or occurring during travel to or from its own incident or emergency or from an incident or emergency covered by this Agreement.

8.3 The Parties agree that this Agreement does not require any Party to provide, nor entitle any Party to demand, indemnification, defense, or hold harmless relating to any claims, demands, damages, or causes of action that may be brought against any Party pursuant to this Agreement.

8.4 Any existing privileges and immunities, limitations from liability, exemptions from laws, ordinances, and rules, and all pensions, benefits, and other relief, disability, workers’ compensation, and other benefits that apply to the officers, agents, or employees of the Parties hereto when performing their respective functions and duties within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of those functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE 9. EFFECTIVE DATE; TERMINATION

9.1 This Agreement shall be effective as to each Party on the first day of the first calendar month after execution of this Agreement by that Party. The effectiveness of this Agreement does not require the execution by all or any minimum number of municipalities, but shall be effective as stated in this Section 9.1 for each executing Party after execution by that Party.

9.2 This Agreement may be terminated by any Party solely as to that Party’s participation in this Agreement upon no less than sixty (60) days’ prior written notice by the provision of such written notice to the entities stated in the Notices provision of this Agreement. Upon receipt of any notice of termination, the Fire Chiefs’ Association of Broward County shall promptly serve such notice upon all other Parties to this Agreement. The termination by any one Party pursuant

to this section shall have no effect upon the continuation of this Agreement as to the other remaining Parties.

ARTICLE 10. GENERAL CONDITIONS

10.1 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity or such rights or limitations may be applicable, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. This section shall survive the termination of this Agreement.

10.2 No Third-Party Beneficiaries. The Parties do not intend to create or confer any rights or obligations in or upon any third party by this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties therefore acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

10.3 Independent Contractor. The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. No party or any agent, employee, subcontractor, or assignee of any Party may represent to another that it has the authority to bind the other Party unless specifically authorized in writing to do so. No right to any Party's retirement, leave benefits, or any other benefits of a Party's employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. Parties shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for any other Party or any other Party's officers, employees, agents, subcontractors, or assignees.

10.4 Equal Opportunity; Discrimination. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this interagency agreement.

10.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed on the signature pages below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as provided in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

10.6 Compliance with Law. Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the other Parties to this

Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

10.7 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.8 Entirety of Agreement. Except as to any AAA or other Automatic Aid or Mutual Aid agreement between any of the Parties to this Agreement, this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, unless expressly permitted herein.

10.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.10 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from any other Party. Any attempt to assign this Agreement or any interest or obligation under this Agreement shall be null and void ab initio.

10.11 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

10.12 Preparation of Agreement. The Parties acknowledge that they have sought and obtained whatever competent advice and 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 expresses 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.

10.13 **Authority.** Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

10.14 **Materiality; Waiver.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A Party'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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

10.15 **Public Records.** Each Party shall be individually responsible for compliance with the obligations of Chapter 119, Florida Statutes, for any public records made or received by that Party.

10.16 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document, addendum, or exhibit attached to or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect.

10.17 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of each Party. Any amendment to Automatic Aid Addendums (AAAs) shall require only the written approval by authorized representatives of the Parties to that particular AAA and shall not constitute an amendment to this Agreement.

10.18 **Conflict Resolution.** The Parties mutually agree that it is beneficial to have a conflict resolution policy in place as an incorporated element of this Agreement. If any Party is in conflict as to another Party relating to a dispute arising out of this Agreement or any provision thereof, an executive director/senior manager of each Party in conflict will meet within thirty (30) days after being notified of a conflict. The Parties in conflict will attempt to resolve the conflict at the senior management level without the need for further resolution, unless it is impractical or not feasible to resolve the issue at the negotiations level. If negotiations fail to resolve the issue, upon request by any Party in the conflict, the conflicting Parties shall mediate the issues by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. Any such mediation shall occur within thirty (30) days after the date mediation is requested by a conflicting Party. The Mediator shall be agreed upon by the Parties in conflict by mutual agreement (if the Parties cannot agree,

each Party in the conflict shall select one (1) mediator, and the selected mediators shall agree upon the mediator that shall conduct the mediation, which may be any of the selected mediators or a different mediator entirely). The conflicting Parties shall pay the Mediator fees promptly and on an equal basis. Litigation may not be commenced by a Party until after any requested mediation has been (i) declared an impasse by the Mediator, (ii) terminated in writing by one or both of the Parties, or (iii) there is an immediate need for judicial relief of an emergency nature (i.e., the need for a temporary restraining order or preliminary injunction). Nothing in this section is intended to prejudice a Party's right to access the courts to obtain judicial relief or assistance; rather, this provision is created to facilitate resolution before litigation is initiated. Provided an appropriate Resolution has been issued by the governing body of the applicable Party and noticed to the applicable entities in compliance with Section 164.1052(1), Florida Statutes, compliance with the provisions of this section shall be deemed by the conflicting Parties to constitute full compliance with the conflict assessment phase obligations of the Parties under Section 164.1053(1), Florida Statutes. Unless the applicable Parties otherwise agree in writing, nothing in this section alleviates the Parties' obligations to comply with Section 164.1055, Florida Statutes, or any necessary notice obligations under Florida law.

10.19 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.20 Recording. This Agreement and any subsequent amendments shall be recorded in the Official Records of Broward County.

The remainder of this page is intentionally blank.

REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS
RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE

SHERIFF OF BROWARD COUNTY

By: _____
 Sheriff of Broward County

Date: _____

Witnessed: _____

Witnessed: _____

Approved as to form and legal sufficiency:

By: _____
Terrence Lynch, General Counsel
Office of the General Counsel

Date: _____

NOTICE ADDRESS PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20__

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

City Attorney

NOTICE ADDRESS FOR CITY OF _____ PER § 10.5:

Email address: _____

**REGIONAL INTERLOCAL AGREEMENT
FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL
OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE**

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2021

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

NOTICE ADDRESS PER § 10.5:

Broward County Regional Emergency
Services and Communications
Attn: Director, Tracy Jackson
201 NW 84 Avenue
Plantation, Florida 33324
Fort Lauderdale, Florida 33301
Email address: tjackson@broward.org

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
2021-08-20 Regional Automatic Aid Agreement
#473096.7