

**BEFORE THE HEARING EXAMINER FOR THE BROWARD COUNTY
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
IN AND FOR BROWARD COUNTY, FLORIDA**

BROWARD COUNTY,

Petitioner,

vs.

**NOTICE OF VIOLATION
NOV16-0036**

ARENA CAPITAL, LLC;
ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST,

Respondents.

_____ /

JOINT MOTION FOR AGREED FINAL ORDER

BROWARD COUNTY, by and through its Environmental Protection and Growth Management Department ("Department"), and Respondents, ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP; AND WILLIAMS COMPANY - SOUTHEAST, (collectively "Parties"), hereby file this Joint Motion for Agreed Final Order in the above-styled case pursuant to Subsection 27-21(d) of the Broward County Code of Ordinances ("BCC" or "Code") and state as follows:

1. This cause had been set for a hearing before a Hearing Examiner on November 17, 2016, to determine whether or not the Respondents, ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP; AND WILLIAMS COMPANY - SOUTHEAST, violated Section 27-405(b), BCC, which states:

"Unless otherwise authorized by this article, no person shall cause, suffer, permit or allow: (b) The removal of any tree without first obtaining a Tree Removal License from EPGMD as herein provided."

And Section 27-405(d), BBC, which states:

"Unless otherwise authorized by this article, no person shall cause, suffer, permit or allow: (d) Any encroachments, excavations, or change of the natural grade within the drip line of a tree unless it can be demonstrated to EPGMD prior to the commencement of said activity, that the activity will not negatively impact any tree."

**JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV16-0036
RESPONDENTS: ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST**

And Section 27-405(e), BBC, which states:

"Unless otherwise authorized by this article, no person shall cause, suffer, permit or allow: (e) Land clearing or the operation of heavy equipment in the vicinity of a tree without placing and maintaining a protective barrier around the drip line of the tree. The protective barrier shall be conspicuous enough and high enough to be seen easily by operators of trucks and other equipment."

- 2. The Notice of Violation alleged that on or about August 15, 2016, at 7300 W. McNab Road, North Lauderdale, Florida 33068, Respondents caused, suffered, permitted or allowed the removal of one (1) Specimen Laurel Oak (*Quercus laurifolia*) tree without first obtaining a Broward County Tree Removal License; encroached within the dripline of trees with construction materials; and operated heavy equipment within the dripline of trees and failing to maintain protective barriers around the driplines of trees during construction activity.**
- 3. In furtherance of possible resolution of this action without the need for a hearing, the Parties have agreed to the terms of the proposed Agreed Final Order, attached as Exhibit "A." The Parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations which attach by entry of the proposed Agreed Final Order.**

(SPACE LEFT INTENTIONALLY BLANK)

JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV16-0036
RESPONDENTS: ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST

WHEREFORE, the Parties request that the Hearing Examiner enter the proposed Agreed Final Order and promptly render it in the files of the Broward County Environmental Protection and Growth Management Department.

Respectfully submitted by the Parties on this _____ day of _____, 2016.

**RESPONDENT
ARENA CAPITAL, LLC**

By: _____
(Signature)

Print Name: _____

Title: _____

Company: _____

**RESPONDENT
ARENA SHOPPES, LLLP**

By: _____
(Signature)

Print Name: _____

Title: _____

Company: _____

JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV16-0036
RESPONDENTS: ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST

RESPONDENT
WILLIAMS COMPANY - SOUTHEAST

By: _____
(Signature)

Print Name: _____

Title: _____

Company: _____

PETITIONER
BROWARD COUNTY

Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By: _____
Benjamin Crego, Esq.
Assistant County Attorney
Florida Bar No. 111437
Primary Email: bcrego@broward.org
Secondary Email gbusacca@broward.org
Counsel for Broward County

Exhibit "A"

**BEFORE THE HEARING EXAMINER FOR THE BROWARD COUNTY
ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT
IN AND FOR BROWARD COUNTY, FLORIDA**

BROWARD COUNTY,

Petitioner,

vs.

NOTICE OF VIOLATION
NOV16-0036

ARENA CAPITAL, LLC;
ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST,

Respondents.

AGREED FINAL ORDER

THIS CAUSE having come before the undersigned Hearing Examiner for the Broward County Environmental Protection and Growth Management Department ("Department") on the joint motion of the Parties and having been advised in the premises, the Parties' Joint Motion for Agreed Final Order is hereby GRANTED and the following is hereby ORDERED:

Respondents shall pay a civil penalty of \$4800 and administrative costs of \$300 for a total of \$5100 within thirty days from the date that this Agreed Final Order is rendered in the Petitioner's files.

Respondents shall install replacement trees pursuant to and in accordance with Tree Removal License TP16-1013 which was modified on or about October 20, 2016.

The Parties agree that these amounts and corrective actions are reasonable and shall not contest them in any subsequent action, except that the Petitioner reserves the right to enforce the Agreed Final Order. Any extensions to the time frames identified in this Agreed Final Order must be approved by the Department.

**JOINT MOTION FOR AGREED FINAL ORDER
NOTICE OF VIOLATION NO: NOV16-0036
RESPONDENTS: ARENA CAPITAL, LLC; ARENA SHOPPES, LLLP;
WILLIAMS COMPANY - SOUTHEAST**

The Parties have agreed to waive their rights to an administrative hearing in this action as set forth in Section 27-32, BCC, except as to an action for enforcement of this Agreed Final Order.

Entry of this Agreed Final Order does not relieve the Respondents of the need to comply with all applicable federal, state, or local laws, regulations or ordinances. Respondents recognize their responsibility to take all reasonable measures necessary to prevent future violations of Chapter 27, BCC. The County hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violation of applicable statutes or regulations, or to alleviate an immediate serious danger to the public health, safety or welfare. The County does not waive the provisions of Subsections 27-4(20), 27-55(d)(7) and 27-63(b)(6), BCC, regarding habitual violators, Subsection 27-22(a)(5), BCC, regarding history of noncompliance and Subsection 27-38(d) regarding habitual citation violators. This Agreed Final Order shall be considered a settlement agreement for the purpose specified in Subsection 27-4(20), BCC.

The Parties acknowledge that they have had the opportunity to seek and receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations which attach by entry of this Agreed Final Order. The terms and language agreed to express the Parties' mutual intent and this Agreed Final Order shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other because of such party's preparation of this Agreed Final Order.

DONE and ORDERED this _____ day of _____, 2016.

Renee Clark, Esq.
Hearing Examiner