



Southwest Ranches Town Council

REGULAR MEETING Agenda of March 10, 2022

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 Bob Hartmann David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Gary Jablonski		<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**
- 3. Waste Pro Update - Tim Mooney and Russell Mackie**
- 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. STAFF REQUESTING A TABLING TO MARCH 24, 2022
AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,
FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES
UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10,
ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION
OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN SURFACE
WATER MANAGEMENT AREAS AND DRAINAGE EASEMENTS;
AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL
DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND
DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING**

BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading February 24, 2022}

Resolutions

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES, LLC FOR ROADWAY REPAIRS AND TRAFFIC SIGN MAINTENANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE PEOPLE OF UKRAINE'S CONTINUING QUEST FOR A FREE AND DEMOCRATIC STATE, PROVIDE HUMANITARIAN RELIEF TO THOSE SUFFERING IN UKRAINE, DENOUNCING THE ACTIONS OF THE MILITARY OF THE RUSSIAN FEDERATION AND THEIR PRESIDENT VLADIMIR PUTIN, AND URGING THE UNITED STATES FEDERAL GOVERNMENT AND ITS ALLIES TO TAKE SUBSTANTIVE ACTION TO PUNISH THE RUSSIAN FEDERATION; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 12. Proposed Charter Review Amendments**
- 13. American Rescue Plan Act (ARPA) Funding - Project Priority List**
- 14. Adjournment**

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



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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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: 3/10/2022
SUBJECT: ORDINANCE EXCLUDING CERTAIN DRAINAGE EASEMENTS FROM NET LOT AREA

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

On March 25, 2021, the Town Council passed Resolution No. 2021-037 to establish a zoning in progress (which has since expired), prohibiting subdivision of properties encumbered by stormwater retention areas in the Rural Estate district. The Council tasked the CPAB with producing an ordinance for Council consideration.

The CPAB voted 8-0 to recommend the attached Ordinance, which excludes surface water management areas more than 10 feet in width from net lot area calculations in all zoning districts, not just the Rural Estate district.

The Ordinance would apply to parcels that are currently large enough to be subdivided. Any legally existing lot of record that would not meet the minimum net lot area requirement because of this Ordinance would become grandfathered as a [legal] nonconforming lot of record.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

STAFF REQUESTING A TABLING



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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/10/2022
SUBJECT: Agreement with Huurr Homes, LLC for Roadway Maintenance Services

Recommendation

To place this item on the agenda for Town Council consideration.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town desires to enter into an agreement with a company to provide roadway maintenance services on an as-needed basis. On January 14, 2022, the Town advertised IFB 22-003. On February 22, 2022, the Town received two responses. After reviewing the bids, it was determined that Huurr Homes, LLC was the lowest and most responsible bidder that met the requirements of the IFB. The bid includes prices for roadway repairs, signage, pavement markings, drainage, earthwork and general labor.

The initial contract term will be for three (3) years. The contract may be extended for up to three (3) additional one (1) year periods.

Fiscal Impact/Analysis

This continuing contract will allow the Town to use Huurr Homes, LLC on an as-needed basis to repair roads and to maintain traffic signage as directed by formal work orders issued by the Town. Funds are available in the FY 2021-2022 Budget Municipal Transportation Fund accounts #101-5100-541-53100 (Road Materials – Gen. & / Emergencies) and #101-5100-541-53200 (Traffic Signs) in the amount of \$150,000 and \$35,000, respectively.

A historical summary is below.

Roadway Maintenance and Repairs

Year	Budget	Actual Spending
2021-2022	\$150,000	TBD
2020-2021	\$140,000	\$161,276
2019-2020	\$140,000	\$133,744
2018-2019	\$130,000	\$122,960
2017-2018	\$135,000	\$134,242

Signage Maintenance and Repairs

Year	Budget	Actual Spending
2021-2022	\$35,000	TBD
2020-2021	\$25,000	\$48,592
2019-2020	\$22,763	\$22,963
2018-2019	\$26,486	\$26,486
2017-2018	\$23,000	\$21,475

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	3/4/2022	Resolution
Agreement	3/3/2022	Agreement
Price Proposal	3/3/2022	Exhibit

RESOLUTION NO. 2022 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES, LLC FOR ROADWAY REPAIRS AND TRAFFIC SIGN MAINTENANCE SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires the services of a qualified firm for roadway repairs and traffic sign maintenance; and

WHEREAS, on January 14, 2022, the Town advertised IFB 22-003; and

WHEREAS, on February 22, 2022, the Town received two responses; and

WHEREAS, after reviewing the bids, it was determined that Huurr Homes, LLC was the lowest most responsive and responsible bidder that met the requirements of the IFB; and

WHEREAS, the bid includes prices for roadway repairs, signage, pavement markings, drainage, earthwork and general labor; and

WHEREAS, the initial contract term will be for three (3) years. The contract may be extended for up to three (3) additional one (1) year periods; and

WHEREAS, this continuing contract will allow the Town to use Huurr Homes, LLC on an as-needed basis to repair roads and to maintain traffic signage as directed by formal work orders issued by the Town; and

WHEREAS, the Town desires to enter into a continuing contract with Huurr Homes, LLC for roadway repairs and traffic sign maintenance services in accordance with the terms and conditions set forth in IFB No. 22-003 and the accompanying Agreement.

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 Agreement with Huurr Homes, LLC for roadway repairs and traffic sign maintenance, in accordance with the

terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into an Agreement in substantially the same form as attached hereto as Exhibit "A" and 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 _____ day of _____ 2022 on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
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
1001.970.01

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES
IFB 22-003

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

HUURR HOMES LLC

FOR

“IFB 22-003
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES”

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES

IFB 22-003

AGREEMENT FOR

“IFB 22-003

CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES

”

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 3 day of March 2022 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and HUURR HOMES LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to IFB 22-003 CONTINUING CONTRACT (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 22-003 on FRIDAY JANUARY 14, 2022 (“IFB”); and

WHEREAS, 2 bids were received by the Town on FEBRUARY 22, 2022; and

WHEREAS, the Town has adopted Resolution No. 2022-____ at a public meeting of the Town Council approving the recommended award and has selected HUURR HOMES LLC for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 Contractor’s work shall be provided to Town based solely upon written requests provided by the Town Administrator or designee in advance of Contractor providing any

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES
IFB 22-003

of the Work (“Work Authorizations”). In general, the Work shall include roadway repairs and traffic signs maintenance services including roadway pothole repairs, small quantity paving, drainage pipes and inlet repairs, drainage swale repairs, installation or restoration of pavement markers and striping, and traffic signs repairs and installation, all more specifically described in Exhibit “B.” Work performed by the Contractor without Work Authorization shall be performed at Contractor’s sole cost and expense and Contractor shall not be entitled to receive compensation from the Town for such Work.

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

Section 2: Term of this Agreement and Agreement Time

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

“IFB 22-003 CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS MAINTENANCE SERVICES”

- 2.2 The term of this Agreement shall be three (3) years from the date of the last signatory of this Agreement. This Agreement may be extended for up to three (3) additional one (1) year periods, and at the sole discretion of the Town Administrator.
- 2.3 Town and Contractor agree that Contractor shall perform Work under this Agreement within the time set forth in a Notice to Proceed or the Work Authorization for such Work. Time is of the essence in the performance of the Work.
- 2.4 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.5 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement pursuant to executed Work Authorizations and each Work Authorization Price shall be determined by utilizing the unit prices at the quoted prices stipulated in the portion Appendix “B” consisting of the Contractor’s

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES

IFB 22-003

Bid and Town shall pay Contractor for completion of the Work in accordance with the Contract Documents at said price stipulated in the Work Authorization.

- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor,

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
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and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars**

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
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IFB 22-003

(\$500,000) for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

and

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
MAINTENANCE SERVICES

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- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
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IFB 22-003

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for

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employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

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

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

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

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

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Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces,

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violations of state or federal laws, violation of Town’s policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town’s termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor’s damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town’s termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor’s damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor’s violation of the Public Records Act;
2. Contractor’s insolvency, bankruptcy or receivership;
3. Contractor’s violation or non-compliance with Section 11 of this Agreement;
4. Contractor’s failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor’s violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Entities

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence;

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

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With a copy to:

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

If to Contractor:

HurrHomes, LLC
2705 Burns Rd. Unit 4A
DAVIE, FL 33314

Section 33: Miscellaneous

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

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

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

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- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.
- In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.
- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein

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express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Hurr Homes, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 3rd day of march 2022.

WITNESSES:



CONTRACTOR:

By: Jaime M. Shlimbach
Jaime M. Shlimbach CEO (title)
3rd day of march 2022

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

____ day of _____ 2022

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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APPENDIX B
BASE BID SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below. The quantities estimated in this Bid Schedule Form are estimates of annual work. The Town does not guarantee the quantities shown on the bid form nor guarantee a minimum quantity of work in the duration of the contract. The Town in its sole discretion reserves the right to increase or decrease the quantities and determine what work will be required.

Bid Item	FDOT Spec Section No.	Description	Qty	Unit	Unit Price	Price
1	330	Pavement Repair Type 1	100	EA	<u>\$32.71</u>	<u>\$3,271.00</u>
2	330	Pavement Repair Type 2	100	EA	<u>\$20.83</u>	<u>\$2,083.00</u>
3	330 / 334	Pavement Repair Type 3 – Small Quantity Street Paving: 1 1/4" ave. thk; per FDOT Flexible Pavement Design Manual	20	Ton	<u>\$280.63</u>	<u>\$5,612.60</u>
4	-	M.O.T. for Pavement Repairs Type 1 or 2 located in three Collector Roads: Dykes Rd, SW 172nd Ave, and Stirling Road from Volunteer Road to Flamingo Road. This pay item is additive to Item 1 or 2 for work performed in the three collector roads.	4	EA	<u>\$90.00</u>	<u>\$360.00</u>
5	330	Asphalt, Structural/Leveling, per FDOT Flexible pavement Design Manual	100	Ton	<u>\$150.00</u>	<u>\$15,000.00</u>
6	285-7	Optional Base Course, Limerock, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	120	SY	<u>\$42.42</u>	<u>\$5,090.40</u>

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7	210	Rework Limerock Base Course, 8" thk., 98% Max Dry Density (T-180); Min LBR 100	240	SY	\$ <u>32.14</u>	\$ <u>7,713.60</u>
8	285	Optional Base, Milled Asphalt, 8" thk	120	SY	\$ <u>38.68</u>	\$ <u>4,641.60</u>

9	285	Optional Base, Crushed Conc., 8" thk	120	SY	\$ <u>34.09</u>	\$ <u>4,090.80</u>
10	-	Pavement Crack Asphalt Sealing, up to 1 1/2" gap width.	100	LF	\$ <u>3.00</u>	\$ <u>300.00</u>
11	430-982123	Mitered End Section (M.E.S.), 15", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,410.00</u>	\$ <u>2,820.00</u>
12	430-982123	Mitered End Section (M.E.S.), 18", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,451.00</u>	\$ <u>2,902.00</u>
13	430-982123	Mitered End Section (M.E.S.), 24", concrete Round Pipe; with concrete slab	2	EA	\$ <u>1,617.00</u>	\$ <u>3,234.00</u>
14	425-1531	Inlet, Mod. Ditch Bottom, Type C, <5' depth; w/ conc. apron.	1	EA	\$ <u>5,143.00</u>	\$ <u>5,143.00</u>
15	425-1531	Inlet, Mod. Ditch Bottom, Type C, 5' to <10' depth; w/ conc. apron.	1	EA	\$ <u>6,045.00</u>	\$ <u>6,045.00</u>
16	425	Inlet, Mod. Ditch Bottom, Type E, <5' depth; w/ conc. apron.	2	EA	\$ <u>4,684.00</u>	\$ <u>9,368.00</u>
17	425	Inlet, Mod. Ditch Bottom, Type E, 5' to <10' depth; w/ conc. apron.	2	EA	\$ <u>6,878.00</u>	\$ <u>13,756.00</u>
18	430-175115	Drainage Pipe, 15" RCP	40	LF	\$ <u>124.00</u>	\$ <u>4,960.00</u>
19	430	Drainage Pipe, 15" ADS	40	LF	\$ <u>117.00</u>	\$ <u>4,680.00</u>
20	430-17-5101	Drainage Pipe, 18", RCP	40	LF	\$ <u>137.00</u>	\$ <u>5,480.00</u>
21	430	Drainage Pipe, 18", RCP	40	LF	\$ <u>137.00</u>	\$ <u>5,480.00</u>
22	430-17-51002	Drainage Pipe, 24", RCP	180	LF	\$ <u>155.00</u>	\$ <u>27,900.00</u>
23	430	Drainage Pipe, 24" ADS	180	LF	\$ <u>121.00</u>	\$ <u>21,780.00</u>
24	430-17-51002	Drainage Pipe, 36", RCP	40	LF	\$ <u>250.00</u>	\$ <u>10,000.00</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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25	430	Drainage Pipe Culvert, 36" ADS.	40	LF	\$ <u>209.00</u>	\$ <u>8,360.00</u>
26	530	End Wall, Riprap for an 18" Pipe	1	EA	\$ <u>3,859.00</u>	\$ <u>3,859.00</u>
27	530	End Wall, Riprap for a 24" Pipe	1	EA	\$ <u>4,171.00</u>	\$ <u>4,171.00</u>
28	530	End Wall, Riprap for a 36" Pipe	1	EA	\$ <u>13,807.00</u>	\$ <u>13,807.00</u>
29	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<12'	1	EA	\$ <u>4,155.00</u>	\$ <u>4,155.00</u>
30	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<12'	1	EA	\$ <u>4,415.00</u>	\$ <u>4,415.00</u>
31	400-1-2	Endwall, Conc. Class I, 18" Pipe, L<15'	1	EA	\$ <u>4,155.00</u>	\$ <u>4,155.00</u>
32	400-1-2	Endwall, Conc. Class I, 24" Pipe, L<15'	1	EA	\$ <u>4,700.00</u>	\$ <u>4,700.00</u>
33	536 Index 400	Alternate: Guardrails Construction, Standard Steel W- Beam, Steel Post, timber block.	75	LF	\$ <u>53.42</u>	\$ <u>4,006.50</u>
34	536	Guardrails Shop Bent, per panel	2	Panel	\$ <u>1,060.28</u>	\$ <u>2,120.56</u>
35	536 Index 400	Guardrails End: Anchor Rod Assembly	4	EA	\$ <u>4,751.66</u>	\$ <u>19,006.64</u>
36	536 Index 400	Guardrail End Treatment, Rounded,	4	EA	\$ <u>290.39</u>	\$ <u>1,161.56</u>
37	104-11	Floating Turbidity Barrier, Index 103	200	LF	\$ <u>7.70</u>	\$ <u>1,540.00</u>
38	104-12	BMP's, Silt Curtain	1000	LF	\$ <u>3.48</u>	\$ <u>3,480.00</u>
39	162	Fill (Organic, Preparation for Grass Placement)	50	CY	\$ <u>41.29</u>	\$ <u>2,064.50</u>
40	120-3	Swale Grading	400	CY	\$ <u>23.92</u>	\$ <u>9,568.00</u>
41	981-3	Grass Sod, Bahia	2000	SY	\$ <u>4.23</u>	\$ <u>8,460.00</u>
42	981-3	Grass Sod, Floratam	1000	SY	\$ <u>5.60</u>	\$ <u>5,600.00</u>
43	107	Litter Removal & Disposal; One service worker; 2 Hours Min.	50	HR	\$ <u>44.62</u>	\$ <u>2,231.00</u>
44	-	Sand Application to a Spill Area; One service worker; 2 Hrs. Min.	5	HR	\$ <u>44.62</u>	\$ <u>223.10</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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45	-	Bollards for Fire Well	10	EA	<u>\$481.66</u>	<u>\$4,816.60</u>
46	-	Sidewalk; concrete; 4 inches thick	30	SY	<u>\$91.16</u>	<u>\$2,734.80</u>
47		Truncated Dome Panel, 24"x36", yellow, meeting ADA.	4	EA	<u>\$284.38</u>	<u>\$1,137.52</u>
48	-	Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% _____	XXXXXXXXXXXX
49		Roadway: Commercial Material for Temporary Driveway Maintenance	300	CY	<u>\$56.69</u>	<u>\$17,007.00</u>
50		Roadway: Inlet Protection	200	EA	<u>\$5.10</u>	<u>\$1,020.00</u>
51		Roadway: Litter Removal and Disposal	20	AC	<u>\$978.12</u>	<u>\$19,562.40</u>
52		Roadway: Adjust Valve Box	50	EA	<u>\$143.00</u>	<u>\$7,150.00</u>
53		Roadway: Modify Existing Drainage Structure	20	EA	<u>\$902.20</u>	<u>\$18,044.00</u>
54		Roadway: Manholes and Inlet Cleaning and /or sealing, < OR = 10 Feet	20	EA	<u>\$3,900.00</u>	<u>\$78,000.00</u>
55		Roadway: Manholes and Inlet Cleaning and /or sealing, > 10 Feet	10	EA	<u>\$3,900.00</u>	<u>\$39,000.00</u>
56		Roadway: Replace Grate or Manhole Lid	5	EA	<u>\$529.36</u>	<u>\$2,646.80</u>
57		Roadway: Pipe Filling and Plugging – Place Out of Service	300	CY	<u>\$198.48</u>	<u>\$59,544.00</u>
58		Roadway: Desilting Concrete Box Culvert	500	CY	<u>\$17.76</u>	<u>\$8,880.00</u>
59		Roadway: Pipe Liner, Optional Material, 0-24" Pipe	1000	LF	<u>\$243.36</u>	<u>\$243,360.00</u>
60		Roadway: Pipe Liner, Optional Material, 25-36" Pipe	1000	LF	<u>\$365.04</u>	<u>\$365,040.00</u>
61		Roadway: Storm Sewer Inspection (Video Camera), 0 - 24" Pipe	1000	LF	<u>\$4.23</u>	<u>\$4,230.00</u>
62		Roadway: Storm Sewer Inspection (Video Camera) 25-36" Pipe	1000	LF	<u>\$4.65</u>	<u>\$4,650.00</u>
63		Roadway: Rip-Rap Sand-Cement	50	CY	<u>\$478.40</u>	<u>\$23,920.00</u>
64		Roadway: Rip-Rap Rubble, Ditch Lining	100	TON	<u>\$58.72</u>	<u>\$5,872.00</u>
65		Signing and Pavement Markings: Single Post Sign. Ground Mount, Up to 12 Sq Ft.	150	ASY	<u>\$104.00</u>	<u>\$15,600.00</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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66		Signing and Pavement Markings: Electronic Display Sign, Ground Mount, AC Power, Speed Feedback, 12 to 20 SF	2	ASY	<u>\$ 9,750.00</u>	<u>\$ 19,500.00</u>
67		Signing and Pavement Markings: Electronic Display Sign, Ground Mounted, AC Power, Speed Feedback with Flash Beacon, up to 12 SF	2	ASY	<u>\$ 9,750.00</u>	<u>\$ 19,500.00</u>
68		Signing and Pavement Markings: Electronic Display Sign, Ground Mounted, Solar Panel, Speed Feedback with Flash Beacon, 12 – 20 SF	2	ASY	<u>\$ 9,750.00</u>	<u>\$ 19,500.00</u>
69		Landscaping: Exotic / Invasive Vegetation Removal	2	EA	<u>\$ 380.90</u>	<u>\$ 761.80</u>
70		Landscaping: Certified Arborist	50	HR	<u>\$ 162.50</u>	<u>\$ 8,125.00</u>
71		Equipment and Labor: Hourly Labor Rate for Backhoe with Operator and Fuel	40	HR	<u>\$ 76.22</u>	<u>\$ 3,048.80</u>
72		Equipment and Labor: Hourly Labor Rate for Bucket Truck / Personnel Lift with Operator and Fuel	40	HR	<u>\$ 90.00</u>	<u>\$ 3,600.00</u>
73		Equipment and Labor: Hourly Labor Rate for Equipment Operators	500	HR	<u>\$ 45.50</u>	<u>\$ 22,750.00</u>
74		Equipment and Labor: Hourly Labor Rate for Skilled Laborers	500	HR	<u>\$ 39.00</u>	<u>\$ 19,500.00</u>
75		Equipment and Labor: Hourly Labor Rate for Mini Excavator with Operator and Fuel	40	HR	<u>\$ 62.00</u>	<u>\$ 2,480.00</u>
76		Equipment and Labor: Hourly Labor Rate for Skid Steer Loader with Operator and Fuel	40	HR	<u>\$ 76.81</u>	<u>\$ 3,072.40</u>
77		Equipment and Labor: Hourly Labor Rate for Truck Crane (18 Ton Rated) with Operator and Fuel	40	HR	<u>\$ 292.50</u>	<u>\$ 11,700.00</u>
		TOTAL BASE BID: (Sum of Items 1 thru 77)				<u>\$ 1,334,547.98</u>

Proposer's Name Huurr Homes, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONTINUING CONTRACT FOR ROADWAY REPAIRS AND TRAFFIC SIGNS
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Additive Bid: “Traffic Signs Maintenance Services”

78	0700	Furnish & Install (F&I) New Stop Sign (R1-1, 30”) and Single U-channel Post.	12	Assembly	<u>\$510.61</u>	<u>\$ 6,127.32</u>
79	0700	F&I New Stop Sign Blade (R1-1, 30”) on Extg. U-Channel Post.	2	EA	<u>\$ 356.42</u>	<u>\$ 712.84</u>
80	0700	Furnish & Install (F&I) New Speed Limit Sign (e.g., R2-1, 30”) and Single U-Channel Post.	12	Assembly	<u>\$ 552.28</u>	<u>\$ 6,627.36</u>
81	0700	F&I New Speed Limit Sign Blade (e.g., R2-1, 30”) on Existing U-Channel Post.	2	EA	<u>\$416.85</u>	<u>\$ 833.70</u>
82	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-Channel Post (Less than 12 SF).	10	Assembly	<u>\$685.63</u>	<u>\$ 6,856.30</u>
83	0700-2011	F&I New Misc. Sign (Not Listed as a Separate Bid Item) and Single U-channel Post (12 to 25 SF).	10	Assembly	<u>\$ 781.50</u>	<u>\$ 7,815.00</u>
84	0700-2060	Remove Existing Sign (Less than 12 SF) & Single U-channel Post.	5	Assembly	<u>\$ 48.36</u>	<u>\$ 241.80</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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85	0700-2160	Remove Existing Sign (12 to 25 SF) & Multi-Post.	5	Assembly	\$ <u>48.36</u>	\$ <u>241.80</u>
86	0700	Repair Sign (Less than 12 SF) w/ Single Post: Straighten Assembly Only.	50	EA	\$ <u>44.62</u>	\$ <u>2,231.00</u>
87	0700	Repair Sign (12 to 25 SF) Multi-Posts: Straighten Assembly Only.	20	EA	\$ <u>166.14</u>	\$ <u>3,322.80</u>

88	0700	F&I New Misc. Sign Panels (Less than 12 SF) on Existing Post.	20	EA	\$ <u>614.80</u>	\$ <u>12,296.00</u>
89	0700	F&I Single Post; for Sign Blade (Less than 12 SF).	20	EA	\$ <u>448.10</u>	\$ <u>8,962.00</u>
90	0700	F&I Single Post; for Sign Blade (12 to 25 SF).	10	EA	\$ <u>448.10</u>	\$ <u>4,481.00</u>
91	0700	F&I Street Name Signs Assembly: Two Signs on Cross Piece Bracket/Hardware, Each Single Blade-Back-to-Back, Signage.	30	Assembly	\$ <u>500.19</u>	\$ <u>15,005.70</u>
92	0700	F&I Street Name Sign on Existing Post; One Blade Only, Each Single Blade w/ Back-to-Back Signage; Incl. Hardware.	10	EA	\$ <u>343.92</u>	\$ <u>3,439.20</u>
93	0700	(Intentionally Left Blank)				

TOWN OF SOUTHWEST RANCHES, FLORIDA
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94	0705	F&I Object Marker Sign: OM1-1/ OM1-2/ OM1-3C; Excl. Post	48	EA	<u>\$187.63</u>	<u>\$9,006.24</u>
95	0705	F&I Object Marker Sign: OM2-2H/ OM2- 2V; Excl. Post	48	EA	<u>\$ 166.79</u>	<u>\$8,005.92</u>
96	0705	F&I Object Marker Sign: OM-3L / OM- 3R / OM-3C; Excl. Post	36	EA	<u>\$ 208.47</u>	<u>\$7,504.92</u>
97	0705	F&I Object Marker Sign: OM4-1/ OM4-2; Excl. Post	12	EA	<u>\$ 187.63</u>	<u>\$ 2,251.56</u>
98	-	F&I Traffic Delineators, Flexible. 36", Pavement Mount	100	EA	<u>\$229.31</u>	<u>\$ 22,931.00</u>
99	-	F&I Traffic Delineators, Flexible. 36", Ground Mount	20	EA	<u>\$ 229.31</u>	<u>\$4,586.20</u>

100	0711- 11222	F&I Pavement Striping, 6"; Solid, Yellow, Thermoplastic	2500	LF	<u>\$ 2.21</u>	<u>\$5,525.00</u>
101	0711- 11222	F&I Pavement Striping, 6", Solid, White, Thermoplastic.	5000	LF	<u>\$2.08</u>	<u>\$ 10,400.00</u>
102	0711- 11142	F&I Pavement Striping, 6", Skip, White. Thermoplastic.	500	LF	<u>\$ 3.19</u>	<u>\$ 1,595.00</u>
103	0711	F&I Pavement Striping, 6", Skip, Yellow, Thermoplastic.	500	LF	<u>\$ 3.32</u>	<u>\$1,660.00</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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104	0711-11170	F&I Pavement Marking Directional Arrows, Thermoplastic. (96" Height)	4	EA	<u>\$422.50</u>	<u>\$ 1,690.00</u>
105	0711	F&I Pavement Striping, 12", Solid, White, Thermoplastic	240	LF	<u>\$ 5.31</u>	<u>\$1,274.40</u>
106	0710	Alternate: Pavement Striping, 6", White, Solid, Paint.	5000	LF	<u>\$ 0.46</u>	<u>\$2,300.00</u>
107	0710	Alternate: Pavement Striping, 6", Yellow, Solid, Paint.	2500	LF	<u>\$ 0.50</u>	<u>\$ 1,250.00</u>
108	0711	F&I Pavement Striping, Thermo, Speed Hump Chevron, White, Solid, 6",	280	LF	<u>\$ 3.19</u>	<u>\$ 893.20</u>
109	0711	Removal of Pavement Striping, 6" & Marking, (Thermo)	500	LF	<u>\$ 5.00</u>	<u>\$ 2,500.00</u>
110	0711	F&I Pavement Message, Miscellaneous; Thermoplastic (96" Height)	4	EA	<u>\$500.00</u>	<u>\$ 2,000.00</u>
111	0710	Pavement Directional Arrows, Paint, 96" Height	6	EA	<u>\$ 300.00</u>	<u>\$ 1,800.00</u>
112	0706-3	F&I Raised Pavement Markers (RPM), Yellow/Yellow, 4"x4".	40	EA	<u>\$ 8.00</u>	<u>\$ 320.00</u>
113	0706-3	F&I Raised Pavement Markers (RPM) (Blue/Blue), 4"x4". F & I Hydrant Marker, Reflective, Blue.	5	EA	<u>\$ 8.00</u>	<u>\$ 40.00</u>

TOWN OF SOUTHWEST RANCHES, FLORIDA
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114	0521	Barrier Wall (Jersey Barrier, Concrete, Usage only.	5	Each/Day	\$ <u>278.20</u>	\$ <u>1,391.00</u>
115	0521	Barrier Wall (Jersey Barrier, Plastic, Usage only.	5	Each/Day	\$ <u>56.23</u>	\$ <u>281.15</u>
116	-	Cones, Orange, 36", w/ reflective tapes, Usage Only	20	Each/Day	\$ <u>13.39</u>	\$ <u>267.80</u>
117	-	Barricade, Type I, Usage Only	20	Each/Day	\$ <u>15.00</u>	\$ <u>300.00</u>
118		Barricade, Type II, Usage Only.	20	Each/Day	\$ <u>13.85</u>	\$ <u>277.00</u>
119		Barricade, Type III, w/ light, Usage Only	20	Each/Day	\$ <u>12.48</u>	\$ <u>249.60</u>
120		Variable Message Sign (VMS) Board, trailer mounted, Usage Only	10	Each/Day	\$ <u>110.50</u>	\$ <u>1,105.00</u>
121		Guardrail Delineator, 7 Sq. In. reflective area.	50	Each/Day	\$ <u>13.00</u>	\$ <u>650.00</u>
122		Sign Cleaning	20	EA	\$ <u>16.25</u>	\$ <u>325.00</u>
123		Non-Standard Work Hour Factor (Percent additive to Unit Price)	-	-	% _____	XXXXXXXXXXXX
		TOTAL ADDITIVE BID: (Sum of Items 78 thru 123)				\$ <u>171,573.81</u>

ITEM NOTES:

SUMMARY OF SERVICES

The work includes, but not be limited to the furnishing of all labor, materials, tools, equipment, machinery, services, all else necessary for proper roads maintenance which for the purposes of this bid, shall include roadway pothole repairs, small quantity paving, pavement, traffic control signs, installation or restoration of pavement markers and striping, guardrail installation and repairs, drainage pipes and inlet repairs, drainage swale repairs, litter collection, maintenance of traffic, and other miscellaneous work as required by the Town. The Contractor may be required to provide service during non-standard hours, 7:00 P.M. to 7:00 A.M.; during a community event; or after a disaster event to supplement the Town's emergency management.



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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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: 3/10/2022
SUBJECT: Support for Ukraine

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Given the recent events unfolding in Ukraine the Town Council wishes to extend the Town's support to the people of Ukraine and denounce the actions taken by the Russian Federation.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
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RESOLUTION NO. 2022-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE PEOPLE OF UKRAINE'S CONTINUING QUEST FOR A FREE AND DEMOCRATIC STATE, PROVIDE HUMANITARIAN RELIEF TO THOSE SUFFERING IN UKRAINE, DENOUNCING THE ACTIONS OF THE MILITARY OF THE RUSSIAN FEDERATION AND THEIR PRESIDENT VLADIMIR PUTIN, AND URGING THE UNITED STATES FEDERAL GOVERNMENT AND ITS ALLIES TO TAKE SUBSTANTIVE ACTION TO PUNISH THE RUSSIAN FEDERATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after years of oppression, in 1991, Ukraine won freedom from the Soviet Union's totalitarian dictatorship because of the Ukrainians' desire for a democratic state; and

WHEREAS, on February 8, 1994, Ukraine was the first member state of the Commonwealth of Independent States to join the Partnership for Peace program of the North Atlantic Treaty Organization (NATO) and has since deepened its relationship with NATO, recognized as an Enhanced Opportunities Partner; and

WHEREAS, on December 5, 1994, in an effort to solidify security commitments to Ukraine in return for its nuclear disarmament, the United States, the Russian Federation, and the United Kingdom signed the Budapest Memorandum on Security Assurances, whereby each country pledged to respect the independence and sovereignty of Ukraine's borders while refraining from the threat or use of force against Ukraine; and

WHEREAS, the residents of the Town of Southwest Ranches, Florida love our freedoms and support other people's efforts to enjoy the very same freedoms the residents of the Town enjoy; and

WHEREAS, over the past three decades, the Russian Federation has illegally seized Ukrainian land in Crimea, armed Russian-backed separatists leading to thousands of Ukrainian deaths, interfered in Ukrainian elections, used chemical weapons to attempt assassinations in Ukraine, carried out cyberattacks and disinformation campaigns abroad, and violated international arms control agreements; and

WHEREAS, at least 14,000 Ukrainians have been killed defending their homeland and millions more displaced since the invasion from Russia began; and

WHEREAS, on February 23, 2022, the Russian military began a brutal assault on the people of Ukraine without provocation, justification, or necessity; and

WHEREAS, the Russian Federation has flagrantly violated international law in its attempt to seize the Ukrainian territory; and

WHEREAS, lasting peace and prosperity require respect for the sovereignty and territorial integrity of all countries;

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

Section 1: The Town Council hereby commends the courage, resolve, and restraint shown by the Ukrainian people in their pursuit of freedom, sovereignty and democracy, and pays tribute to the many men and women who have given their lives in pursuit of a free and democratic Ukraine.

Section 2: The Town Council hereby denounces Russia's unprovoked and unjustified invasion of Ukraine and call upon the Russian Federation to immediately cease fire and vacate all Russian forces from the areas of the sovereign state and territory of Ukraine.

Section 3: The Town Council hereby supports and stands in solidarity with the people of Ukraine and Ukraine's fight to defend its sovereignty, territorial integrity, and the freedom of its citizens.

Section 4: The Town Council hereby urges the United States federal government and its allies and all nations to take substantive action to punish the Russian Federation for its evil actions and restore peace in Europe, including but not limited to removing all Russian financial institutions from the SWIFT payments system.

Section 5: The Town Council hereby urges the United States federal government and its allies to provide humanitarian relief to those suffering in Ukraine, and to encourage all United States Citizens and residents to provide support and humanitarian relief through vetted non-governmental organizations.

Section 6: The Town Council hereby supports the United States federal government and its allies' actions to freeze financial assets and seize properties of the Russian Federation and its Oligarchs.

Section 7: This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this ____ day of _____, 2022, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.971.01

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

(954) 434-0008 Town Hall
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Town Council
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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: 3/10/2022
SUBJECT: Proposed Charter Review Amendments

Recommendation

The purpose of this discussion is to determine what Charter Review amendments should be submitted to the electorate based on Charter Review Committee and Town Council recommendations.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Per Section 7.03 of the Town Charter a periodic review of the Charter must be performed. The Town Council appointed a Charter Review Committee via Resolution 2021-070 on July 29, 2021 to review the current Charter and propose any amendments it believed were warranted. The Committee met for the first time on October 5, 2021 and concluded their review with their final meeting on February 2, 2022.

The final recommendations of the Committee are attached and indicated with Strikethroughs signifying text proposed to be removed as well as Bold and Underlined text signifying newly proposed language.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Final Proposed Charter Amendments	3/3/2022	Backup Material

PART I - CHARTER

Footnotes:

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Editor's note— Published herein is the Charter of the Town of Southwest Ranches, Florida, being Laws of Fla. ch. 2000-475, § 1. (Section 2 of ch. 2000-475 provided for a referendum on June 6, 2000, and is not included herein.) Amendments will be indicated by parenthetical history notes following amended provisions. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions for clarity are indicated by brackets.

State Law reference— Municipal home rule powers act, F.S. ch. 166.

ARTICLE I. - CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY AND POWERS

Section 91.01. - Creation and establishment of Town.

For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, the Town is hereby created and established effective June 6, 2000.

Section 1.0~~1~~². - Corporate existence.

In order to preserve, protect, ~~and promote and to~~ enhance the quality of life and the rural residential, agricultural and equestrian character of Southwest Ranches, a municipal corporation known as Town of Southwest Ranches (the "Town") is hereby created pursuant to the Constitution of the State of Florida (the "State"). The corporate existence of the Town shall commence upon the adoption of this Charter by the electorate pursuant to [former] section 9.01 of this charter.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 10-21-2010, § 1)

Section 1.0~~2~~³. - Form of government.

The Town shall have a "Council-Administrator" form of government. (Laws of Fla., ch. 2000-475, § 1)

Section 1.0~~3~~⁴. - Corporate boundary.

Editor's note— The corporate boundary, as described by Laws of Fla., ch. 2000-475, § 1, as amended, has been omitted from this publication of the Charter. It is found in the state session laws and is subject to change due to annexations.

State Law reference— Municipal annexation or contraction, F.S. ch. 171.

Section 1.045. - Powers.

The Town shall have all available governmental, corporate, and proprietary powers and may exercise them, except when prohibited by law. Through the adoption of this Charter, it is the intent of the electors of the Town that the municipal government established herein have the broadest exercise of home rule powers permitted under the Constitution and laws of the State.

(Laws of Fla., ch. 2000-475, § 1)

State Law reference- General municipal powers, F.S. § 166.021.

Section 1.056. - Construction.

This Charter and the powers of the Town shall be construed liberally in favor of the Town.

(Laws of Fla., ch. 2000-475, §

~~1~~ARTICLE II. - TOWN COUNCIL;

MAYOR

Section 2.01. - Town Council.

There shall be a Town Council (the "Council") vested with all legislative powers of the Town, consisting of four members ("Council members") and the Mayor. Council members shall occupy seats numbered 1 through 4. References in this Charter to Council members shall include the Mayor, unless the context dictates otherwise. Unless otherwise stated within this Charter, all Charter powers shall be exercised by the Council.

(Laws of Fla., ch. 2000-475, § 1)

Section 2.02. - Mayor.

The Mayor shall preside at meetings of the Council and be a voting member of the Council. The Mayor shall be recognized as the head of Town government for all ceremonial purposes, for purposes of military law, and for service of process and execution of duly authorized contracts, deeds, and other documents, and as the Town official designated to represent the Town when dealing with other governmental entities.

(Laws of Fla., ch. 2000-475, § 1)

Section 2.03. - Vice Mayor.

The Vice Mayor shall act as Mayor in the absence of the Mayor. The Vice Mayor shall be elected from among council members for a period of 1 year by a majority of the Council in November of each year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2003-11, 8-18-2003, ref. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(1)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(2.03), 12-7-2006)

Section 2.04. - Election and term of office.

- (a) *Mayor.* The Mayor shall be elected at large for a 4-year term by the electors of the Town in the manner provided in Article VI. The Mayor shall remain in office until his or her successor is elected and assumes the duties of the position. [The Mayor must be a resident of the Town for at least the preceding 5 years of the election.](#)
- (b) *Town Council.* Each Council member other than the Mayor shall be elected at large for a 4-year term by the electors of the Town in the manner provided in Article VI. Subsequent to the decennial census, but at least 6 months before the qualifying period for the subsequent municipal election, the Council shall divide the Town into four residential districts which shall be as nearly equal in population as practicable. The Council shall designate each of the districts one of the numbers 1 through 4. Each seat number shall correspond with a residential district number. Beginning with the municipal election of 2002, and for each election thereafter, the four members of the Council other than the Mayor must also be residents, [for at least the two \(2\) preceding years,](#) of the particular residential district on the date on which they qualify for election. [This two year residency requirement shall not apply to residents who have lived in the Town continuously for at least ten \(10\) years immediately prior to qualification.](#) Council members in office who are removed from their district as a result of the redistricting subsequent to the decennial census of 2000, or after a subsequent decennial census, may serve out the balance of their terms. Each Council member shall remain in office until his or her successor is elected and assumes the duties of the position.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 10-21-2010, § 1)

Editor's note- Pursuant to [former] § 9.01, and the results of the referendum of June 6, 2000, § 2.04 has been amended to read as set forth herein.

Section 2.05. - Qualifications.

Except as provided in [former] Section 9.03(c) [now repealed], candidates for Council member shall qualify for election by the filing of a written notice of candidacy with the Clerk of the Town at such time and in such manner as may be prescribed by ordinance and payment to the Clerk of the sum of \$100.00, plus any fees required by Florida Statutes, as a qualifying fee. A person may not be a candidate for more than one office in the same election. Due to the Town's unique Charter, Comprehensive Land Use Plan, rural lifestyle, topography, traffic, and drainage issues, only electors of the Town who have resided continuously in the Town for at least two (2) years preceding the date of such filing and are registered voters within the Town shall be eligible to hold the office of Council member. If at the conclusion of the qualifying period no elector shall have filed for candidacy, the Council seat shall be open for a period of 5 days and any qualified elector who has resided in the Town continuously for at least two (2) years preceding the date of such filing and are registered voters within the Town may file a written notice of candidacy for said Council seat in accordance with the remaining provisions of this section. Proposed Motion: No person convicted of a felony shall be eligible to serve as Mayor or Town Council Member. Also, awaiting language from Town Attorney to address two year residency requirement within the district and a carve out exception for the Office of Mayor.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2010-10, § 2(exh. A(1)), 6-17-2010, ref. of 11-2-2010; Res. No. 2011-015, § 3(1), 11-17-2010)

State Law reference- Qualifications of municipal electors, F.S. §§ 97.041, 99.012, 101.002(3), 166.032.

Section 2.06. -Vacancies; forfeiture of office; filling of vacancies.

- (a) *Vacancies.* The office of a Council member shall become vacant upon his or her death, resignation, or removal from office in any manner authorized by law or by forfeiture of his or her office.
- (b) *Forfeiture of Office.*
 - (1) *Forfeiture by disqualification.* A Council member shall forfeit his or her office if at any time during his or her term he or she ceases to maintain his or her permanent residence in the Town or if he or she otherwise ceases to be a qualified elector of the

Town.

- (2) *Forfeiture by removal.* In the event that a Council member is removed from office by executive order pursuant to Article IV, Section 7, of the Florida Constitution, as may be amended from time to time, that Council member shall be prohibited from regaining office until cleared of the charges that lead to that Council Member's removal.
 - (3) *Forfeiture by absence.* A Council member shall be subject to forfeiture of his or her office, in the discretion of the remaining Council members, if he or she is absent without good cause from any three consecutive regular meetings of the Council during any calendar year or if he or she is absent without good cause from any four regular meetings of the Council within any 12-month period.
 - (4) *Procedures.* The Council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Council member's office, including whether or not good cause for absence has been or may be established. The burden of establishing good cause shall be on the Council member in question; however, any Council member may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Council member, from any past, present, or future meeting or meetings, which motion, if carried, shall be conclusive. A Council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters. The Council member in question shall be entitled to a public hearing on requests regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the Town at least 1 week in advance of the hearing. Any final determination by the Council that a Council member has forfeited his or her office shall be made by resolution. All votes and other acts of the Council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.
- (c) *Filling of vacancies.* A vacancy on the Council shall be filled as follows:
- (1) If less than 1 year remains in the unexpired term, the vacancy shall be filled by the Council within 30 days.
 - (2) If 1 year or more remains in the unexpired term, the vacancy shall be filled by a special election to be held not sooner than 60 days or more than 120 days following the occurrence of the vacancy.
 - (3) Persons filling vacancies shall meet the qualifications specified in this Article.
 - (4) If no candidate for a vacancy meets the qualifications under this Article for that vacancy, the Council shall appoint a person qualified under this Article to fill the vacancy.
 - (5) Notwithstanding any quorum requirements established herein, if at any time the full membership of the Council is reduced to less than a quorum,

the remaining members may, by majority vote, appoint additional members to the extent otherwise permitted or required under this subsection.

- (6) In the event that all the members of the Council are removed by death, disability, recall, forfeiture of office, or resignation, or any combination thereof, the Governor shall appoint interim Council members who shall call a special election within not less than 60 days or more than 120 days after such appointment. Such election shall be held in the same manner as the initial elections under this Charter. However, if there are less than 6 months remaining in the unexpired terms, the interim Council appointed by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this Article.
- (7) In the event that the Council is required to fill the vacancy, within seven (7) days of the vacancy the Town shall publish notice to seek interested qualified candidates to fill the vacancy, who must respond to the notice within fifteen (15) days of publication. The Council shall select a candidate to fill the vacancy from the interested qualified candidate list within fifteen (15) days thereafter.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2010-10, § 2(exh. A(2)), 6-17-2010, ref. of 11-2-2010; Amend. of 10-21-2010, § 1; Res. No. 2011-015, § 3(2), 11-17-2010)

State Law reference- Mandate for procedure for filling vacancies, F.S. § 166.031(6).

Section 2.07. - Compensation; reimbursement for expenses.

- (a) The Council members shall be compensated at the rate of \$1,000 per month. The Mayor shall be compensated at the rate of \$1,250.00 per month. The amount of the Council's compensation can only be increased, above the previously stated amounts, by the electorate in a referendum held in conjunction with the even-numbered year general election. The Council may decrease its compensation by Ordinance at any time. In addition to the aforementioned, the Council members and Mayor may participate in the Florida Retirement System, provided that the Town is not required to pay an additional amount for that Council member or Mayor's participation. The Mayor and Council shall receive reimbursements in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.

(b) An ordinance establishing, increasing, or decreasing compensation of the Mayor or Council may be adopted at any time, subject to the requirements set forth in subsection (a) above.

(c) The positions of Mayor and Council member shall be part-time positions, and the individuals serving in such positions shall be permitted to engage in outside/concurrent employment consistent with Chapter 112, F.S., as applicable and as may be amended. Any required disclosures associated with such outside/concurrent employment shall be consistent with and limited to the requirements of Chapter 112, F.S., as may be amended.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2007-01, § 2, 11-2-2006; Ord. No. 2010-10, § 2(exh. A(3)), 6-17-2010, ref. of 11-2- 2010; Res. No. 2011-015, § 3(3), 11-17-2010; Ord. No. 2014-004, § 2(exh. A), 6-12-2014, ref. of 11-4-2014)

Section 2.08. - Rules of procedure.

The Council shall determine its own rules of procedure, provided, however, in the absence of same, Robert's Rules of Order, latest edition, shall control.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

ARTICLE III. – ADMINISTRATIVE

Section 3.01. - Town Administrator.

There shall be a Town Administrator (the "Administrator"), who shall be the chief administrative officer of the Town.

The Administrator shall be responsible to the Council for the administration of all Town affairs.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.02. - Appointment; removal; compensation.

The Council shall appoint the Administrator for an indefinite term by an affirmative vote of at least four Council members. The Council may remove the Administrator at any time by an affirmative vote of at least four Council members. For voting purposes, the Mayor shall be considered as a Council member. The compensation and benefits of the Administrator shall be fixed by the Council. Any consideration of the removal of the

Administrator must be an agenda item with public notice given.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.03. - Powers and duties of the Administrator.

The Administrator shall:

- (a) Be responsible for the hiring, supervision, and removal of all Town employees, except as otherwise provided in this Charter, [and enforce the Nepotism policy of the Town as defined by Town ordinance.](#)
- (b) Direct and supervise the administration of all departments and offices, but not Town boards or agencies, unless so directed by the Council from time to time.
- (c) Attend all Council meetings and have the right to take part in discussion, but not the right to vote.
- (d) Ensure that all laws, provisions of this Charter, and acts of the Council, subject to enforcement or administration by him or her or by officers subject to his or her direction and supervision, are faithfully executed.
- (e) Prepare in conjunction with the Financial Administrator, and submit to the Council a proposed annual budget and capital program.
- (f) Submit to the Council and make available to the public an annual report on the finances and administrative activities of the Town as of the end of each fiscal year.
- (g) Prepare such other reports as the Council may require concerning the operations of Town departments, offices, boards, and agencies.
- (h) Keep the Council fully advised as to the financial condition and future needs of the Town and make such recommendations to the Council concerning the affairs of the Town as he or she deems to be in the best interests of the Town.
- (i) Execute, with the Mayor, contracts, deeds, and other documents on behalf of the Town, as authorized by the Council.

~~θ) Reserved.~~

~~(k)~~(j) Perform such other duties as are specified in this Charter or as may be required by the Council.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2006-17, § 2(exh. A(3)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.03), 12-7-2006)

Section 3.04. - Absence or disability of Administrator.

To perform his or her duties during his or her temporary absence or disability, the Administrator may designate, by letter filed with the Town Clerk, an Interim Town Administrator. In the event of failure or inability of the Administrator to make such designation, or should the person so designated by the Town Administrator be unsatisfactory to the Council, the Council may by resolution appoint [an] Interim Town Administrator to perform the duties of the Administrator until he or she shall return or his or her disability shall cease.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 3.05. - Bond of Administrator.

The Administrator and, where applicable, an Interim Town Administrator, shall furnish a surety bond to be approved by the Council, and in such amount as the Council may fix, said bond to be conditioned on the faithful performance of his or her duties. The premium of the bond shall be paid by the Town.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

Section 3.06. - Town Clerk.

The Administrator shall appoint a Town Clerk (the "Clerk"), subject to the approval by a majority of the Council. The ~~Council Administrator~~ shall establish the hiring criteria, job description, and job duties for the Clerk. In addition to the duties prescribed by the ~~Town Council Administrator~~, the Clerk shall give notice of Council meetings to its members and the public, shall keep minutes of its proceedings, and shall perform such other duties as the ~~Council or~~ Administrator may prescribe from time to time. The Clerk shall report to the Administrator, but shall also directly respond to requests deemed necessary and appropriate by a member of the Council. The Administrator shall, subject to and upon a vote of a majority of the Council, discharge the Clerk and replace the Clerk with an alternative Clerk acceptable to the Council. The Clerk shall be compensated at a rate commensurate with industry standards. The Clerk shall be bound by the State of Florida's Code of Ethics, as delineated in Chapter 112, Florida Statutes [F.S. ch. 112], as may be amended from time to time.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(2)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.06), 12-7-2006)

Section 3.07. - Town Attorney [appointment; removal; terms].

The Council shall appoint the Town Attorney for an indefinite term by an affirmative vote of at least four Council members. The Council ~~members~~ may remove the Town Attorney at any time by an affirmative vote of at least four Council members. The compensation and benefits of the Town Attorney shall be fixed by the Council. The Town Attorney shall report to the Council. The Town Attorney shall take office immediately on appointment, and the terms and conditions shall subsequently be reduced to a written contract. The Council shall have the authority to engage such additional legal counsel as it deems advisable and necessary. ~~The Town Attorney may not represent any member of the Town Council or staff outside of any Town-related matters. The Town Attorney or his their law firm henceforth may not represent any member of the Town Council or staff outside of any Town related matter (Amendment made 01/05/2022) (Further Amendment made 02/05/22).~~

(Laws of Fla., ch. 2000-475, § 1)

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Section 3.08. - Powers and duties of the Town Attorney.

The Town Attorney or other attorney, designated and approved by the Council, shall, to the extent required by the Council:

- (a) Attend all regular and special meetings of the Council.
- (b) Act as the legal advisor to and counselor for the Town and its officers in the matters relating to their official duties.
- (c) Approve all contracts, bonds, and other instruments in which the Town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the Town shall take effect until his or her approval is so endorsed thereon.
- (d) When requested to do so by the Council, prosecute and defend on behalf of the Town all complaints, suits, and controversies in which the Town is a party.
- (e) When requested by the Mayor, Town Council, a member of the Town Council, the Town Administrator, or such other person or entity authorized by Ordinance, [shall] provide legal counsel on matters pertaining to the powers and duties of the Mayor, Town Council, a member of the Town Council or the Town Administrator, or other matters relevant to the Town. The Town Council may, by Ordinance, establish the parameters under which advice from the Town Attorney may be sought.
- (f) Perform such other professional duties as required of him or her by resolution of the Council or as prescribed for municipal attorneys in the general laws of the State which are not inconsistent with this Charter.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2006-17, § 2(exh. A(4)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.08), 12-7-2006)

Section 3.09. - Expenditure of Town funds.

No funds of the Town shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes, or other indebtedness duly authorized by the Council and only from such funds so authorized.

(Laws of Fla., ch. 2000-475, § 1)

Section 3.10. - Town boards and agencies.

Except as otherwise provided by law, the Council may establish or terminate such boards and agencies as it may deem advisable from time to time. The boards and agencies shall report to the Council. Members of boards and agencies shall be appointed by the Council by resolution. Town boards and agencies may vote by roll call, paper ballot, or affirmation.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 10-21-2010, § 1)

Section 3.11. - Town Financial Administrator.

The Council shall have the authority to appoint a Financial Administrator and to delegate to the Financial Administrator such powers and duties which the Council deems necessary and appropriate. To the extent that the powers and duties of the Financial Administrator overlap with the powers and duties of the Town Administrator, the powers and duties delegated to the Financial Administrator shall control. The Financial Administrator shall report to the Town Administrator for daily supervision, but shall report directly to the Town Council concerning the Town's financial affairs. The Council alone shall have the authority to appoint and to remove the Financial Administrator. Appointment and removal of the Financial Administrator shall be by a vote of a majority of the Council. The Financial Administrator shall be bound by the State of Florida's Code of Ethics, as delineated in Chapter 112, Florida Statutes [F.S. ch. 112] as may be amended from time to time.

(Ord. No. 2006-17, § 2(exh. A(5)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(3.11), 12-7-2006; Ord. No. 2010-10, §2(exh. A(4)), 6-17-2010, ref. of 11-2-2010; Res. No. 2011-015, § 3(4), 11-17-2010)

ARTICLE IV. - LEGISLATIVE

Footnotes:

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State Law reference-- *Procedures for adoption of ordinances and resolutions, F.S. § 166.041; code of ethics, F.S. § 112.311 et seq.; public records, F.S. ch. 119; public meetings and records, F.S. § 286.011.*

Section 4.01. - Council meeting procedure.

- (a) *Meetings.* The Council shall hold at least...11 monthly meetings in each fiscal year at such times and places as the Council may prescribe by rule. No meeting shall extend beyond 11 :00 p.m. local time. Notwithstanding the aforesaid, the Council may conclude debate and voting on any agenda item under consideration at 11:00 p.m. An item tabled during the normal course of business is not deemed to be an item being debated and, accordingly, cannot be considered after 11:00 p.m. Notwithstanding the aforesaid, any item which is on the agenda, including tabled items, can be considered and voted on after 11:00 p.m., provided that prior to 11:00 p.m., a motion is made and carried by the unanimous vote of the Town Council, present and voting, to take up an item(s) after 11:00 p.m. Special meetings may be held on the call of the Mayor or upon the call of three members of the Council, and upon no less than 24 hours' notice to each member and the public, or such shorter time as a majority of the Council shall deem necessary in case of an emergency affecting life, health, property, or the public peace.
- (b) *Quorum and voting.* Except as otherwise provided in this Charter, any three members of the Council shall constitute a quorum. The affirmative vote of three members of the Council shall be required for any legislative action with the exception of quasi-judicial items relating to land use and zoning, which shall be governed by Section 5.01. All voting shall be by roll call.
- (c) *Council member and Mayor voting conflicts.* As more fully set forth and defined is Florida Statutory Section 112.3143 [F.S. § 112.3143], as may be amended from time to time, no variances, re-zonings, or land use modifications, may come before the Council which would inure to a Council Member or Mayor's special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal whom he or she is

retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in Florida Statutory Section 112.312(2) [F.S. § 112.312(2)], as may be amended from time to time; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, until that Council Member or Mayor is no longer serving on the Council.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2010-10, § 2(exh. A(6)), 6-17-2010, ref. of 11-2-2010; Res. No. 2011-015, § 3(6), 11-17-2010)

Section 4.02. - Prohibitions.

- (a) *Appointments and removals.* Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any Town administrative officers or employees whom the Administrator or any of his or her subordinates is empowered to appoint, but the Council members may express their views and fully and freely discuss with the Administrator anything pertaining to appointment and removal of such officers and employees.
- (b) *Interference with administration.* Except as otherwise provided in this Charter, and except for the purpose of inquiries and investigations made in good faith, the Council or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Administrator solely through the Administrator, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately. It is the express intent of this Charter that recommendations for improvement in Town government operations by individual Council members be made solely to and through the Administrator. Council members may discuss with the Administrator any matter of Town business; however, no individual Council member shall give orders to the Administrator.
- (c) *Holding other office.* No elected Town official shall hold any appointive Town office or Town employment while in office. No former elected Town official shall hold any compensated appointive Town office or Town employment until 1 year after the expiration of his or her term.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2006-17, § 2(exh. A(6)), 7-6-2006, ref. of 11-7-2006; Res. No. 2007-015, § 3(4.02), 12-7-2006)

Section 4.03. - Emergency ordinances.

- (a) *Authorization; form.* To meet a public emergency affecting life, health, property, or the public peace, the Council may adopt, in the manner provided by Florida Statutes, one or more emergency ordinances, but such ordinances may not: enact or amend a land use plan or rezone private property; levy taxes; grant, renew, or extend any municipal franchise; set service or user charges for any municipal services; or authorize the borrowing of money, except as provided under the emergency appropriations provisions of this Charter, if applicable. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
- (b) *Procedure.* Upon the affirmative vote of four Council members, an emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. For voting purposes, the Mayor shall be considered as a member of the Council. After its adoption, the ordinance shall be advertised and printed as prescribed for other ordinances.
- (c) *Effective date.* Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.
- (d) *Repeal.* Every emergency ordinance, except emergency appropriation ordinances, shall automatically be repealed as of the 61st day following its effective date, but this shall not prevent reenactment of the ordinance under regular procedures or, if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.
- (e) *Emergency appropriations.* To meet a public emergency affecting life, health, property, or the public peace, the Council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriation, the Council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.04. - Annual budget adoption.

- (a) *Balanced budget.* Each annual budget adopted by the Council shall not provide for expenditures in an amount greater than the revenues budgeted.
- (b) *Budget adoption.* The budget shall be adopted in accordance with applicable Florida Statutes and any amendments thereto.
- (c) *Specific appropriation.* The budget shall be specific as to the nature of each category of appropriations. Reasonable appropriations may be made for contingencies, but only within defined spending categories.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.05. - Fiscal year.

The fiscal year of the Town government shall begin on the first day of October and shall end on the last day of September of the following calendar year, unless otherwise defined by Florida Statutes. Such fiscal year shall also constitute the annual budget and accounting year.

(Laws of Fla., ch. 2000-475, § 1)

State Law reference- Fiscal year mandated, F.S. §§ 166.241, 218.33.

Section 4.06. -Appropriation amendments during the fiscal year.

- (a) *Supplemental appropriations.* If, during any fiscal year, revenues in excess of those estimated in the annual budget are available for appropriation, the Council may by ordinance make supplemental appropriations for the fiscal year up to the amount of such excess.
- (b) *Reduction of appropriations.* If, at any time during the fiscal year, it appears probable to the Administrator that the revenues available will be insufficient to meet the amounts appropriated, he or she shall report to the Council without delay, indicating the estimated amount of the deficit and his or her recommendations as to the remedial action to be taken. The Council shall then take such action as it deems appropriate to prevent any deficit spending not covered by adequate reserves.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.07. -Authentication, recording, and disposition of ordinances, resolutions, and Charter amendments.

- (a) *Authentication.* The Mayor and the Clerk shall authenticate, by their signatures, all ordinances and resolutions adopted by the Council. In addition, when Charter amendments have been approved by the electors, the Mayor and the Clerk shall authenticate, by their signatures, the Charter amendment, such authentication to reflect the approval of the Charter amendment by the electorate.
- (b) *Recording.* The Clerk shall keep properly indexed books in which shall be recorded, in full, all ordinances and resolutions enacted or passed by the Council. Ordinances shall, at the direction of the Council, be periodically codified. The Clerk shall also maintain the Charter in current form as to all amendments.
- (c) *Printing.* The Council shall, by ordinance, establish procedures for making all resolutions, ordinances, technical codes adopted by reference, and this Charter available for public inspection and available for purchase at a reasonable price.

(Laws of Fla., ch. 2000-475, § 1)

Section 4.08. - Borrowing.

- (a) Subject to the referendum requirements of the State Constitution, if applicable, the Town may from time to time borrow money and issue bonds or other obligations or evidence of indebtedness (collectively, "bonds") of any type or character for any of the purposes for which the Town is now or hereafter authorized by law to borrow money, including to finance the cost of any capital or other project and to refund any and all previous issues of bonds at or prior to maturity. Such bonds may be issued pursuant to one or more resolutions adopted by a majority of the Council.
- (b) The Town may assume all outstanding indebtedness related to facilities it acquires from other units of local government and be liable for payment thereon in accordance with its terms.

(Laws of Fla., ch. 2000-475, § 1)

State Law reference- Municipal finance generally, F.S. § 166.201 et seq.; local financial management and reporting generally, F.S. § 218.30 et seq.

Section 4.09. - Independent audit.

The Council shall provide for an independent annual audit of all Town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or firm of such accountants

who have no personal interest, direct or indirect, in the fiscal affairs of the Town government or any of its officers.

(Laws of Fla., ch. 2000-475, § 1)

State Law reference- Annual audit required, F.S. §§ 166.241(4), 218.32 et seq.

Section 4.10. - Long term lease or sale of town property.

The unanimous vote of the all five (5) members of the town council and a referendum of the electorate shall be required prior to entering into any lease agreement greater than ten (10) years, including any renewals thereof, or prior to the sale of any property owned by the town, excluding rights-of-way, property less than the minimum lot size requirement, property that was acquired through foreclosure, and property, not located within or adjacent to a town park, that was specifically acquired for lease or re-sale purposes.

(Ord. No. 2017-006, § 2(exh. A(1)), 6-22-2017, ref.11-6-2018)

ARTICLE V. - QUASI-JUDICIAL

Section 5.01. - Quasi-judicial meeting procedures.

All land use and quasi-judicial items require the unanimous vote of the entire council. All five (5) members of the council shall be required to vote on all land use and quasi-judicial items. All voting shall be by roll call.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003; Ord. No. 2017-006, § 2(exh. A(2)), 6-22-2017, ref. of 11-6-2018)

ARTICLE VI. - ELECTIONS

Footnotes:

--- (3)---

State Law reference- Florida election code, F.S. ch. 97 et seq.

Section 6.01. - Elections.

- (a) *Electors.* Any person who is a resident of the Town, has qualified as an elector of the State, and registers to vote in the manner prescribed by law shall be an elector of the Town.
- (b) *Nonpartisan elections.* All elections for the offices of Council member and Mayor shall be conducted on a nonpartisan basis.
- (c) *Election dates.* A regular election shall be held on the second Tuesday in November of even numbered years, ~~commencing in 2006. Notwithstanding any provision of the Charter to the contrary, in order to establish the new election cycle, the individuals elected as Mayor and Council members in the March 2002 and March 2004 elections shall serve terms of four years and eight months, rather than four years, and shall remain in office until their respective successors are elected in the regular elections held in November 2006 and November 2008 respectively, and assume the duties of the position.~~
- (d) *General election.* The ballot for the general election shall contain the names of all qualified candidates for Mayor if the Mayor's term is expiring and for each of the two Council seats which are to be filled at that election as a result of two Council members' terms expiring, and shall instruct electors to cast one vote for Mayor, if applicable, and one vote for each designated residential Council seat to be filled at that election. The candidate for Mayor receiving the most votes shall be the duly elected Mayor. The candidate receiving the most votes in each designated residential Council seat, respectively, shall be the duly elected Council member for that designated residential Council seat.
- (e) *Special elections.* Special elections, when required, shall be scheduled by the Council at such times and in such manner as shall be consistent with this Charter and State law.
- (f) *Single candidates.* No election for Mayor or any Council seat shall be required in any election if there is only one duly qualified candidate for Mayor or for any Council seat.
- (g) *Commencement of terms.* The term of office of any elected official shall commence immediately after the certification of election.
- (h) *Oath.* All elected officers, before entering upon their duties, shall take and subscribe to the following oath of office:

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida, and the Charter of the Town of Southwest Ranches; and will protect the rural residential, agricultural and equestrian character of the Town; that I am duly qualified to hold office under the Constitution of the State and the Charter of the Town of Southwest Ranches; and that I will well and faithfully perform the duties of (Mayor or Council member) upon which I am now about to enter. (So help me God.)

(i) *Election laws.* The election laws of the State shall apply to all elections.

0) *Recall.* The registered electors of the Town shall have the power to recall and to remove from office any elected official of the Town as provided by general law of the State.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2005-01, § 2, 1-13-2004, ref. of 3-8-2005; Amend. of 10-21-2010, § 1)

Editor's note- Pursuant to [former] § 9.01, and the results of the referendum of June 6, 2000, § 6.01(d) has been amended to read as set forth herein.

ARTICLE VII. - CHARTER AMENDMENTS

Footnotes:

--- (4) ---

State Law reference- *Charter amendments, F.S. § 166.031.*

Section 7.01. - Charter amendments.

This Charter may be amended in accordance with the provisions of this Article. (Laws of Fla., ch. 2000-475, § 1)

Section 7.02. - Procedure to amend.

(a) *Initiation.* This Charter may be amended in two ways:

- (1) *By ordinance.* The Council may, by ordinance, propose amendments to this Charter and, upon passage of the initiating ordinance, shall submit the proposed amendment to a vote of the electors at the next general election held within the Town or at a special election called for such purpose.
- (2) *By petition.* The electors of the Town may propose amendments to this Charter by petition pursuant to the requirements of F.S. ch. 166, as amended.

(b) *Submission to electors.* Upon certification of the sufficiency of a petition, the Council shall submit the proposed amendment to a vote of the electors at a general election or special election to be held not less than 60 days or more than

120 days from the date on which the petition was certified or at a special election called for such purpose.

- (c) *Results of election.* If at least sixty (60) percent of the qualified electors voting on a proposed amendment votes for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(Laws of Fla., ch. 2000-475, § 1; Ord. No. 2010-10, § 2(exh. A(5)), 6-17-2010, ref. of 11-2-2010; Res. No. 2011-015, § 3(5), 11-17-2010)

Section 7.03. - Appointment of Charter Review Committee.

The Council shall appoint a Charter Review Committee, which shall contain at least five registered electors who are residents of the Town and whose responsibilities shall include the review and analysis of the Charter and recommendations to the Council of proposed Charter amendments, including, without limitation, issues such as District voting versus town-wide elections for Council members. All recommendations of the Charter Review Committee shall be considered by the Council at least once every ~~4~~ten (10) years, and the Council may by ordinance propose amendments to this Charter upon recommendation of the Charter Review Committee. Upon passage of the initiating ordinance, the Council shall submit the proposed amendment to a vote of the electors of the Town at the next general election held within the Town or at a special election called for such purpose.

(Laws of Fla., ch. 2000-475, § 1)

ARTICLE VIII. – GENERAL PROVISIONS

Section 8.01. - Severability.

If any section or part of any section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter or the context in which such section or part of a section so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.02. - Conflicts of interest; ethical standards.

All Council members, officials, and employees of the Town shall be subject to the standards of conduct for public officers and employees set by federal, state, county, or other applicable law.

(Laws of Fla., ch. 2000-475, § 1)

State Law reference- Code of ethics, F.S. § 112.311 et seq.

Section 8.03. - Town personnel system.

All new employments, appointments, and promotions of Town officers and employees shall be made pursuant to personnel procedures to be established by the Administrator from time to time.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.04. - Charitable contributions.

The Town shall not make any charitable contribution to any person or entity unless authorized by the Council. (Laws of Fla., ch. 2000-475, § 1)

Section 8.05. - Variation of pronouns.

All pronouns and any variations thereof used in this Charter shall be deemed to refer to masculine, feminine, neutral, singular, or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Charter.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.06. - Style and capitalization.

When a defined word is enclosed in quotes and in parentheses after the definition, that word shall be treated as a defined term in the remainder of this Charter, when capitalized.

(Laws of Fla., ch. 2000-475, § 1)

Section 8.07. - Calendar day.

For the purposes of this Charter, a day shall mean a calendar day. (Laws of Fla., ch. 2000-475, § 1)

Sec. 8.08. - Boards and committees.

- (a) The Town Council may establish, from time to time as it deems necessary and appropriate, boards and committees to provide advice or recommendations to the Town Council or to render decisions on certain matters delegated by the Town Council.
- (b) Service on the Town's boards and committees shall be voluntary and part-time. Individuals serving on Town boards and committees shall be permitted to engage in outside/concurrent employment consistent with Chapter 112, F.S., as applicable and as may be amended. Any required disclosures associated with such outside/concurrent employment shall be consistent with and limited to the requirements of Chapter 112, F.S., as may be amended from time to time. All appointees shall be qualified electors of the Town.

(Ord. No. 2014-004, § 2(exh. A), 6-12-2014, ref. of 11-4-2014)

Sec. 8.09. - Lobby or lobbyists.

The definition of the terms "lobby" or "lobbyist", as may be applicable to the Town, shall not include uncompensated residents who are simply advocating for themselves or for other Town residents.

(Ord. No. 2014-004, § 2(exh. A), 6-12-2014, ref. of

11-4-2014) ARTICLE IX. - TRANSITION

PROVISIONS

~~Section 9.01.— Creation and establishment of Town.~~

~~For the purpose of compliance with Florida Statutes relating to assessment and collection of ad-valorem taxes, the Town is hereby created and established effective June 6, 2000.~~

Move to first item in Article I and renumber all items in Article I. (Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)

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~~Section 9.02.—Temporary nature of Article:~~

~~The following sections of this Article are inserted solely for the purpose of effecting the incorporation of the Town and the transition to a new municipal government. Each section of this Article shall automatically, and without further vote or act of the electors of the Town, become ineffective and no longer a part of this Charter at such time as the implementation of such section has been accomplished.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

~~Section 9.03.—Interim adoption of codes and ordinances:~~

~~Until otherwise modified or replaced by this Charter or the Council, all codes, ordinances, and resolutions of Broward County, Florida, in effect on the day of adoption of this Charter shall, to the extent applicable to the Town, remain in force and effect as municipal codes, ordinances, and resolutions of the Town. Until otherwise determined by the Council, said codes, ordinances, and resolutions shall be applied, interpreted, and implemented by the Town in a manner consistent with established policies of Broward County on the date of this Charter.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

~~**Note**—The adoption date of the Charter was June 6, 2000.~~

~~Section 9.04.—Taxes and fees:~~

~~Until otherwise modified by the Council, all municipal taxes and fees imposed within the Town boundaries by the County as the municipal government for unincorporated Broward County, which taxes and fees are in effect on the date of adoption of this Charter, shall continue at the same rate and on the same conditions as if those taxes and fees had been adopted and assessed by the Town.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

~~Section 9.05.—State shared revenues:~~

~~The Town shall be entitled to participate in all shared revenue programs of the State, effective immediately on the date of incorporation. The provisions of F.S. § 218.23, shall be waived for the purpose of eligibility to receive revenue sharing from the date of incorporation through the end of the State fiscal year 2001-2002. The provisions of F.S. § 218.26(3), shall be waived for the fiscal year 2001-2002, and the apportionment factors for the municipalities and counties shall be~~

~~recalculated pursuant to F.S. § 218.245. The initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research as of the effective date of this Charter. Should the bureau be unable to provide an appropriate population estimate, the initial population for calculating eligibility for shared revenues shall be established at the level of 9,000.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

~~Section 9.06.—Gas tax revenues:~~

~~Notwithstanding the requirements of F.S. § 336.025, to the contrary, the Town shall be entitled to receive local option gas tax revenues beginning October 1, 2000. These revenues shall be distributed in accordance with the interlocal agreement with Broward County.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

~~Section 9.07.—Shared revenues:~~

~~Broward County shall distribute to the Town, from taxes, franchise fees, and ad valorem taxes, revenues collected within the municipal boundaries of the Town. This calculation shall be based upon a population projection of 9,000 in anticipation of the year 2000 census.~~

~~(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)~~

(Deleted Subject to Town Attorney Review – January 5, 2022)

Section 9.08~~1~~. - Conflicting provisions.

This act shall take precedence over any other prior enacted law.

(Laws of Fla., ch. 2000-475, § 1; Amend. of 11-4-2003)



Town of Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Martin Sherwood, Town Financial Administrator
Russell Muñiz, Assistant Town Administrator/Town Clerk

MEMORANDUM

TO: The Honorable Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: March 10, 2022
RE: ARPA Funds: Initial Priorities List

As the Town Council is aware, Congress passed the American Recovery Plan Act (ARPA) on March 11, 2021 with the aim of helping the United States rebound from the devastating health and economic impacts caused by the Coronavirus pandemic. This \$1.9 Trillion spending bill addressed several public policy areas but specifically provided more than \$362 Billion to state and local governments to provide fiscal recovery. The State of Florida was awarded nearly \$9 Billion from the U.S. Treasury Department. Furthermore, ARPA identified funding to support non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000. The Town, meeting the definition of a NEU, received pro-rata allocable funding from the State of Florida in the amount of \$3,985,292. Additionally, due to the fact our award is less than \$10 Million, the entire amount awarded can be utilized for governmental services and capital projects.

Clearly this level of funding provides the Town a unique opportunity to complete long planned projects while also providing the flexibility to consider projects that can position the Town to provide services previously considered unattainable. Town staff has compiled the following "wish list" for Town Council consideration. The estimated total costs, associated with the "wish list" (\$10,768,235) far exceed the total ARPA funding provided and therefore staff is seeking to determine Town Council funding priority.

Function/Project	Amount
Public Safety:	
Emergency Operations Center Land Purchase	\$ 750,000
Emergency Operations Center Design Plans	\$ 1,000,000
Police Radios (FY 2022 Budgeted and Paid)	\$ 115,000
License Plate Reader	\$ 30,000
Engineering/Public Works:	
Water to Town Hall	\$ 932,531

Sewer to Town Hall	\$ 1,237,531
Stormwater: Southwest Meadows Sanctuary Drainage and Water Quality Project	\$ 1,095,562
Stormwater: Frontier Trails Wetlands (can be completed in phases)	\$ 2,000,000
Dykes Road Piping	\$ 571,050
SW 54th Place Drainage from Dykes Road to Ivanhoe Canal	\$ 378,594
Green Meadows along SW 164 th Terrace Drainage Improvements	\$ 793,186
SW 205 th Avenue and SW 49 th Court Drainage Improvements	\$ 99,310
SW 185 th Way and SW 69 th Street Drainage Improvements	\$ 386,471
PROS:	
Southwest Meadows Sanctuary Roadway, Parking and Restroom Facilities	\$ 1,300,000
General Administration:	
Internet Fiber to Town Hall (with public Wi-Fi) (Includes All Construction Costs and service for 60 months)	\$ 51,000
Online Permitting / Services (Kiosk – Town Share)	\$ 3,000
Town Hall Safety Improvements	\$ 25,000
TOTAL	\$ 10,768,235

TOTAL FUNDS AVAILABLE \$ **3,985,292**

Town Staff is available to describe each project in further detail should there be any questions about the projects listed.