



Southwest Ranches Town Council

REGULAR MEETING Agenda of April 14, 2022

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Senator Lauren Book - Legislative Update**
4. **Sikh Awareness and Appreciation Month - April**
5. **District Boundary Review - Presentation of Options - Scott Burton-Rodriguez, Empire Consultants**
6. **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.
7. **Board Reports**
8. **Council Member Comments**
9. **Legal Comments**
10. **Administration Comments**

Ordinance - 1st Reading

11. **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. {Item Tabled From March 24, 2022}

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION OF EMIL C. LOPEZ AS THE TOWN FINANCIAL ADMINISTRATOR OF THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A CONTRACT WITH EMIL C. LOPEZ, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN FINANCIAL ADMINISTRATOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$64,455.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY ASSESSMENT STUDY; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SOUTHWEST MEADOWS SANCTUARY DRAINAGE AND WATER QUALITY PROJECT TO CONGRESSWOMAN WASSERMAN SCHULTZ TO BE CONSIDERED TO FOR FISCAL YEAR 2023 COMMUNITY PROJECT FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 185TH WAY / SW 186TH AVENUE TRAFFIC CALMING PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE

MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD ROADWAY CAPACITY AND DRAINAGE IMPROVEMENTS PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS TRAFFIC CALMING AND DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

19. Approval of Minutes

- a. March 10, 2022 Regular Minutes**

20. Adjournment

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

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

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

Town Council
Steve Breitkreuz, Mayor
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: 4/14/2022
SUBJECT: Sikh Awareness and Appreciation Month - April

Recommendation

Read and Present Proclamation

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Across the United States, April is celebrated as Sikh Awareness and Appreciation Month. Members of Sikh faith, the fifth largest religion in the world, live across the world.

Sikhs living in the South Florida tri-County area consider Southwest Ranches as our hometown. They are deeply committed to promoting goodwill and good citizenship. They have actively participated in many community projects sponsored by the Town, including support of the Military Heroes Support Foundation.

The Town, in partnership with the Sikh Youth Association have been organizing "A Race for Unity in Diversity" 5K Run / Walk every year since 2019. This year the event is scheduled for April 9, 2022. The event raises funds for the town's "College Scholarship Fund". The contribution to the Scholarship Fund from the previous three years added up to \$27,000.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Sikh Awareness Appreciation Month - April 2022	4/7/2022	Backup Material

March 28, 2022

Honorable Steve Breitkreuz, Mayor
Town of SouthWest Ranches,
Florida 33133

Subject: Request for Proclamation
Sikh Awareness and Appreciation Month

Dear Mr. Breitkreuz:

The Sikh Youth Association of South Florida and members of South Florida Sikh Community request you to introduce a proclamation to raise awareness about Sikhs. Across the United States, April is celebrated as Sikh Awareness and Appreciation Month. Members of Sikh faith, the fifth largest religion in the world, live across the world.

Sikhs living in the South Florida tri-County area consider Southwest Ranches as our hometown. We are deeply committed to promoting goodwill and good citizenship. We have been actively participating in many community projects sponsored by the Town of SW Ranches, including support of the Military Heroes Support Foundation.

Town of Southwest Ranches and Sikh Youth Association in partnership have been organizing "A Race for Unity in Diversity" 5K Run / Walk every year since 2019. This year the event is scheduled for April 9, 2022. Mr. Russell Muniz, the Town Clerk and Debra M. Ruesga Deputy Town Clerk continue to provide invaluable support in the planning and execution of the event. We are deeply grateful to the Town Council and Mr. Muniz. The event raises funds for the town's "College Scholarship Fund". The contribution to the Scholarship Fund from the previous three years added up to \$27,000.

Thank you for your consideration to issue the proclamation. We are providing a sample proclamation issued by numerous towns across the United States.

Respectfully,

Manmeet Gulati and Narinder Jolly
On behalf of: The Sikh Youth Association of South Florida

PROCLAMATION
Sikh Awareness and Appreciation Month (April)

WHEREAS, Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Western Pacific Railroad lines; and

WHEREAS, Sikhism is the fifth-largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikh Americans; and

WHEREAS, Sikh Americans pursue diverse professions, and make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS, Sikh Americans distinguished themselves by fostering respect among all people through faith and service; and

WHEREAS, April 15, 2022, marks the one-year anniversary of the devastating act of deadly violence at the FedEx facility in Indianapolis, and we honor the eight individuals who were murdered, (including four Sikhs), and numerous lives that were forever impacted; and

WHEREAS, this year also marks the ten-year anniversary of the August 5, 2012, mass shooting at the Sikh Temple, Oak Creek, Wisconsin, wherein a gunman murdered six Sikh Americans and permanently injured several; and

WHEREAS, the Town of Southwest Ranches is committed to educating citizens about all religions, the value of religious diversity, tolerance grounded in First Amendment principles, a culture of mutual understanding, and the diminution of violence; and

WHEREAS, today, the town of Southwest Ranches seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW, THEREFORE, BE IT PROCLAIMED the Town Council of Southwest Ranches, on this 14th day of April 2022, do hereby proclaim the month of April 2022 to be **SIKH AWARENESS AND APPRECIATION MONTH**.

STEVE BREITKREUZ, MAYOR



Southwest Ranches | Redistricting 2022

Proposed Plans Assessment



March 24, 2022

District Boundary Assessment | Overview

- The objectives are to ensure the following:
 - 1) population equality,
 - 2) compactness,
 - 3) contiguity, and
 - 4) avoid splitting communities of interest (i.e., homeowner associations, subdivisions, etc.)
- To obtain population equality, each district population should be within +/-5% of the “ideal” population.
- Population Total is 7,923 persons. Dividing the Population by the number of Districts provides the ideal population ($7,923 / 4 = 1,981$).
- The Ideal Population for each District is 1,981.

Three District Plans

- Three district plans were developed to optimize population equality for each District so each district will not deviate by more or less than 5% of the ideal population (1,981).
 - Plan 01-A is designed to balance population per district (population equality).
 - Plan 02-A is designed to balance population per district and improve compactness.
 - Plan 03-A is designed to improve population per district when compared to existing district boundary configuration.

An aerial photograph of a city street grid, viewed from a high angle. The streets are dark, and the buildings are light-colored. A semi-transparent teal rectangle is overlaid on the right side of the image, containing the title and subtitle. The title is in a large, white, serif font, and the subtitle is in a smaller, white, serif font.

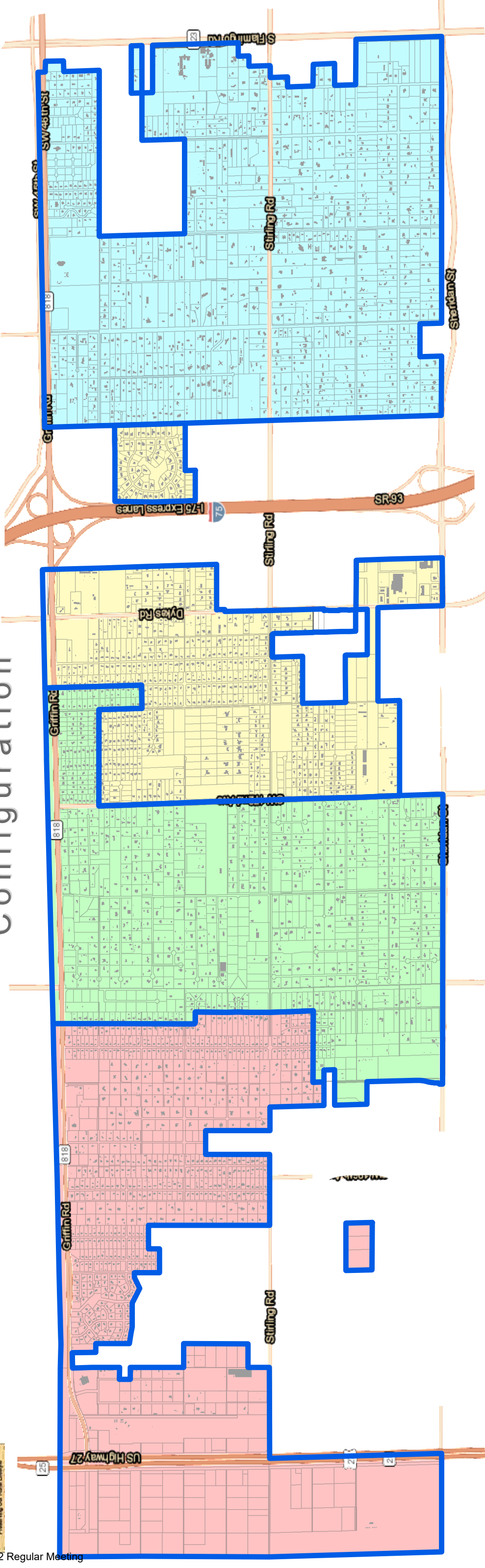
Existing District Boundary Configuration

Assessment Summary



EXISTING DISTRICT BOUNDARY CONFIGURATION

Town Council District Boundary Configuration



2020 Existing Districts				
District	Total	Diff ³	Pct ⁴	
District 1	2,089	108	5.5%	
District 2	1,848	(133)	-6.7%	
District 3	2,049	68	3.4%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	353	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		4.5%		

Legend

Existing Council Districts


World Transportation

Existing District Boundaries

District	D4	D3	D1	D2

Assessment Summary | Existing Districts

- Existing District Boundary Configuration
- Using the 2020 Population Counts, **District 1** is over the 5% deviation of an ideal population for a district. Approximately **108** people over the ideal population of **1,981**, giving **District 1** a **5.5%** deviation.
- **District 2** has an even greater deviation where the population is under the ideal population by **133** persons, giving it a **-6.7%** deviation.
- **District 3** and **District 4** fall within the acceptable deviation range of +/-5% where **District 3** is **68** people over the ideal population (**3.4%**) and **District 4** is under the ideal population by **44** persons (**-2.2%**)

An aerial photograph of a city street grid, viewed from a high angle. The streets are dark, and the buildings are light-colored. A large, semi-transparent green rectangle is overlaid on the right side of the image, covering the right half of the page. The text is centered within this green area.

PLAN 01-A

Boundary Configuration

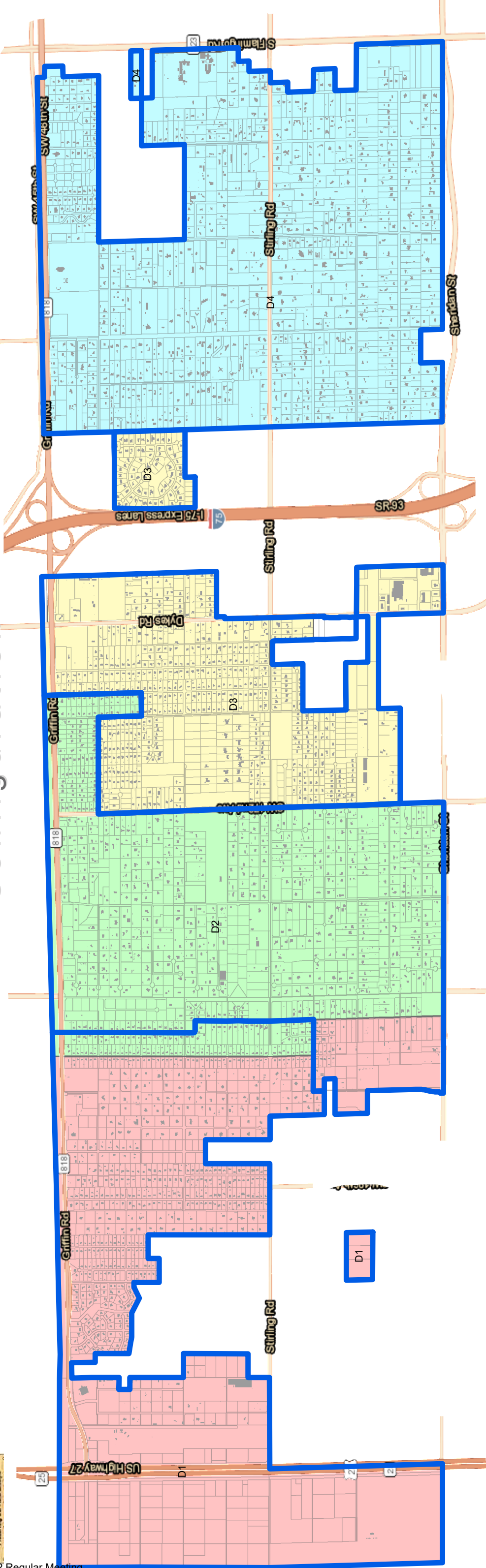
Assessment Summary



PLAN 01-A

Town Council

District Boundary Configuration



PLAN 01-A			
District	Population	Diff ³	Pct ⁴
District 1	1,930	(51)	-2.6%
District 2	2,007	26	1.3%
District 3	2,049	68	3.4%
District 4	1,937	(44)	-2.2%
TOTAL		189	
Ideal Population (Mean) ¹		1,981	
Percent Deviation from Mean ²		2.4%	

Legend

Existing Council Districts

Plan 01-A

District

- District 1
- District 2
- District 3
- District 4

2020 Population: Plan 01-A & Existing Council Districts




Assessment Summary | Plan 01-A

- PLAN 01-A
- Minimal modifications to district individual boundaries, while attempting to balance population equality per District
- Eastern portion of **District 1** *reassigned* to **District 2**
- Southwest portion of **District 2**, *reassigned* to **District 1**
- **District 3** and **District 4** *stay intact* to the existing district boundary configuration
- **District 1** improves population equality with a deviation less than **-2.6%** (less than 51 people for the ideal district population of 1,981 per District. The existing boundaries of **District 1** population deviation is **5.5%** (108 people over ideal population of 1,981).
- **District 2** improves population equality with a deviation of 1.3% (26 persons over ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
- **District 3** population equality remains the same since the existing district boundaries were not changed as the deviation falls within +/-5%, with a deviation of **3.4%** (68 persons over ideal population).
- **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of **-2.2%** (44 persons less than the ideal population).

Plan 01-A

PLAN 01-A			
District	Population	Diff ³	Pct ⁴
District 1	1,930	(51)	-2.6%
District 2	2,007	26	1.3%
District 3	2,049	68	3.4%
District 4	1,937	(44)	-2.2%
TOTAL		7,923	189
Ideal Population (Mean) ¹		1,981	
Percent Deviation from Mean ²		2.4%	
¹ Formula for Ideal Population where deviation is zero $\bar{X} = \frac{\sum X}{n}$ \bar{X} = Mean (Ideal) Population $\sum X$ = Sum of Total Population n = Number of Districts		² Percent Absolute Deviation from Mean <i>absolute deviation describes the average distance from the mean for all the District overall</i> <div><div>Percent Deviation from Mean</div><div>Absolute Mean Deviation = Ideal District Population</div></div>	
³ Percent Difference of an Individual District Total from Population of a District based on average population known as the ideal population. Formula: [District - Ideal District] / Ideal District		⁴ Absolute Difference is calculated to acquire absolute total of differences in population for each District. Required for the Percent Deviation from Mean formula	



An aerial photograph of a city skyline, likely New York City, with a prominent green rectangular overlay in the center. The overlay contains the title text. The city features a dense arrangement of skyscrapers and lower buildings, with a river or body of water visible at the bottom. The green overlay is a solid, medium-green color.

PLAN 02-A

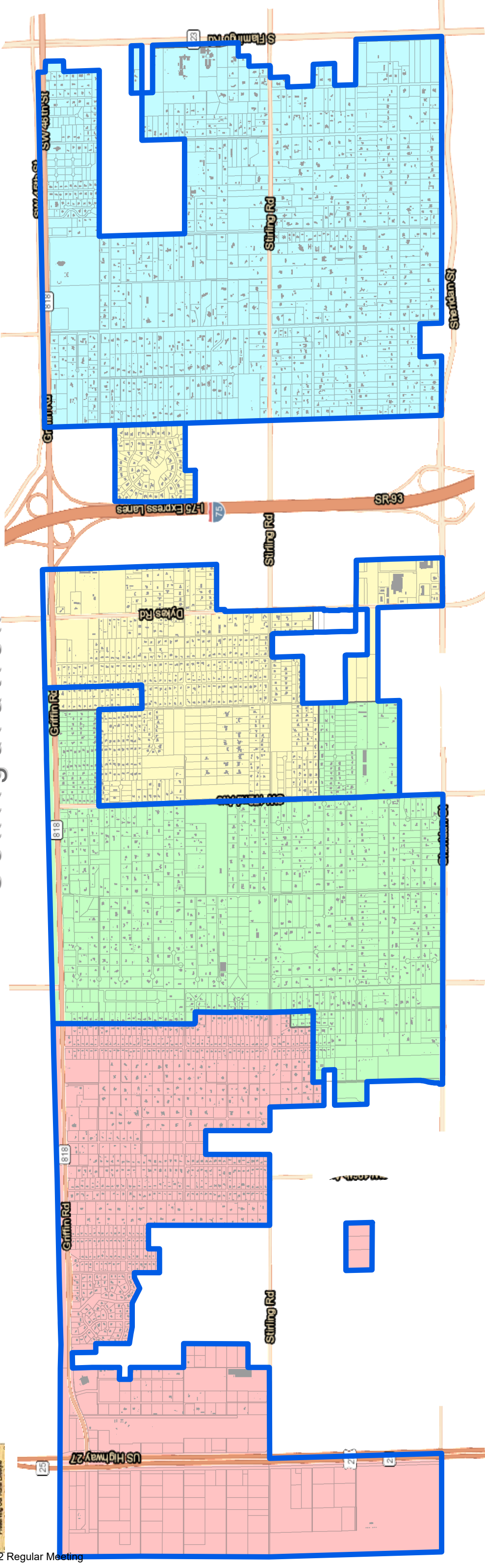
Boundary Configuration

Assessment Summary



PLAN 02-A

Town Council District Boundary Configuration



PLAN 02-A			
District	Population	Diff ³	Pct ⁴
District 1	2,062	81	4.1%
District 2	1,907	(74)	-3.7%
District 3	2,017	36	1.8%
District 4	1,937	(44)	-2.2%
TOTAL		235	
Ideal Population (Mean) ¹		1,981	
Percent Deviation from Mean ²		3.0%	

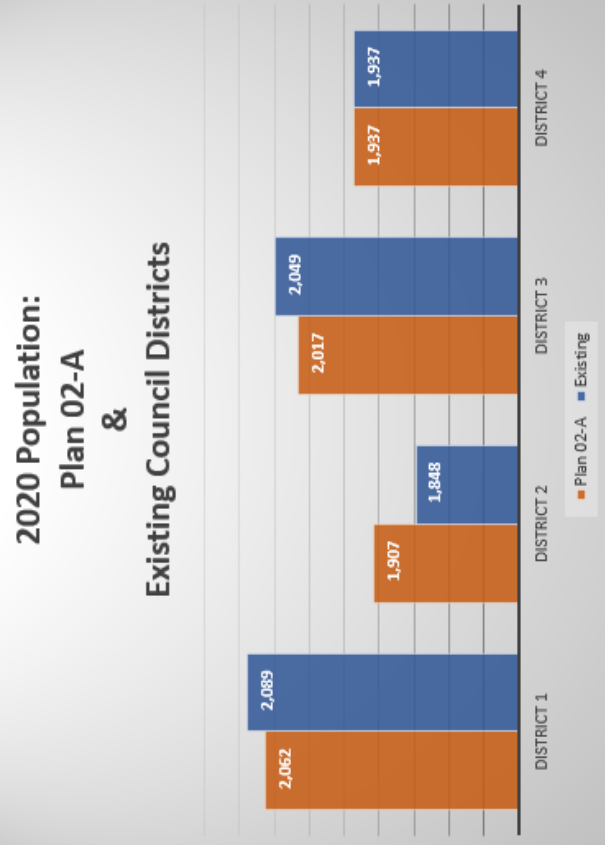
Legend

Existing Council Districts

World Transportation

Plan 02-A

District	D1	D2	D3	D4




Assessment Summary | Plan 02-A

- PLAN 02-A
 - Continue to minimize modifications to existing district boundaries, while attempting to balance population equality per District
 - Small portion of the Southeastern section of **District 1** *reassigned* to **District 2**
 - Small portion of the Northeast portion of **District 2**, *reassigned* to **District 3**
 - Small portion of the Southeast portion of **District 3**, *reassigned* to **District 2**
 - **District 4** *stay intact* to the existing district boundary configuration
- **District 1** improves population equality with a deviation of 4.1% (more than 81 people for the ideal district population of 1,981 per District. The existing **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
- **District 2** improves population equality with a deviation of -3.7% (74 persons less than ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
- **District 3** improves population equality with a deviation of 1.8% (36 persons over the ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
- **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

Plan 02-A

PLAN 02-A				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	1,907	(74)	-3.7%	
District 3	2,017	36	1.8%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		
¹ Formula for Ideal Population where deviation is zero				
$\bar{X} = \frac{\sum X}{n}$ <p>\bar{X} = Mean (Ideal) Population $\sum X$ = Sum of Total Population n = Number of Districts</p>				
² Percent Absolute Deviation from Mean				
absolute deviation describes the average distance from the mean for all the District overall				
<div>Percent Deviation from Mean</div> <div>Absolute Mean Deviation = Ideal District Population</div>				
³ Percent Difference of an Individual District Total from Population of a District based on average population known as the ideal population.				
Formula: [District - Ideal District] / Ideal District				
⁴ Absolute Difference is calculated to acquire absolute total of differences in population for each District. Required for the Percent Deviation from Mean formula				



An aerial photograph of a city grid, likely New York City, with a large green rectangular area in the center. The grid consists of numerous streets and buildings, with the green area representing a specific zone of interest.

PLAN 03-A Boundary Configuration

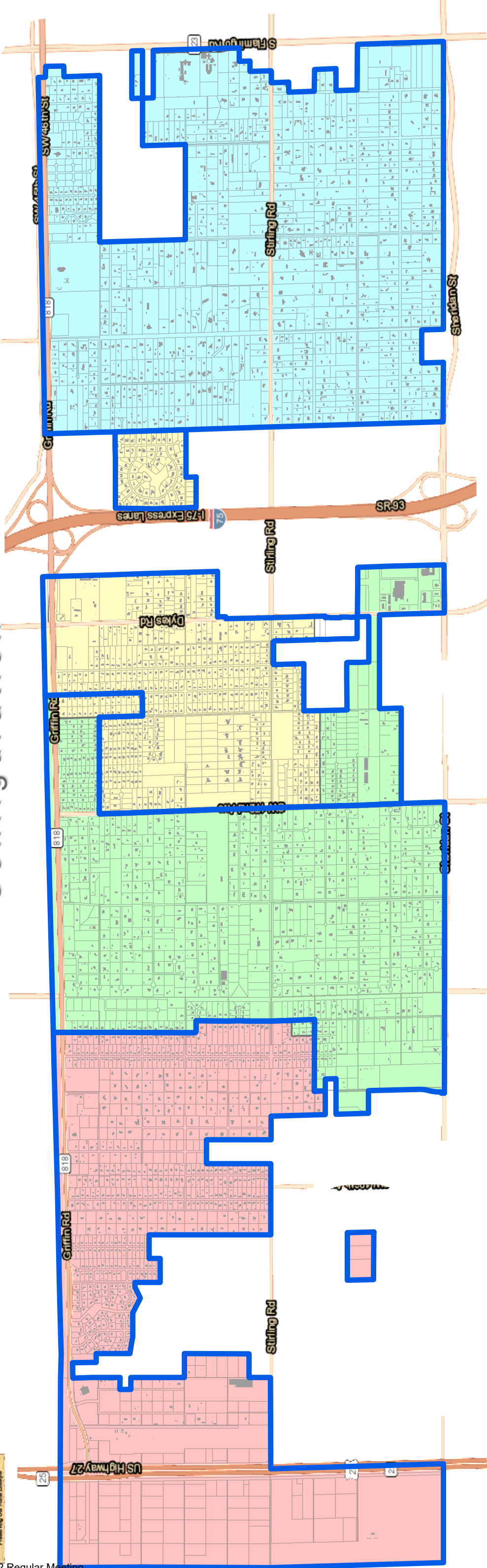
Assessment Summary



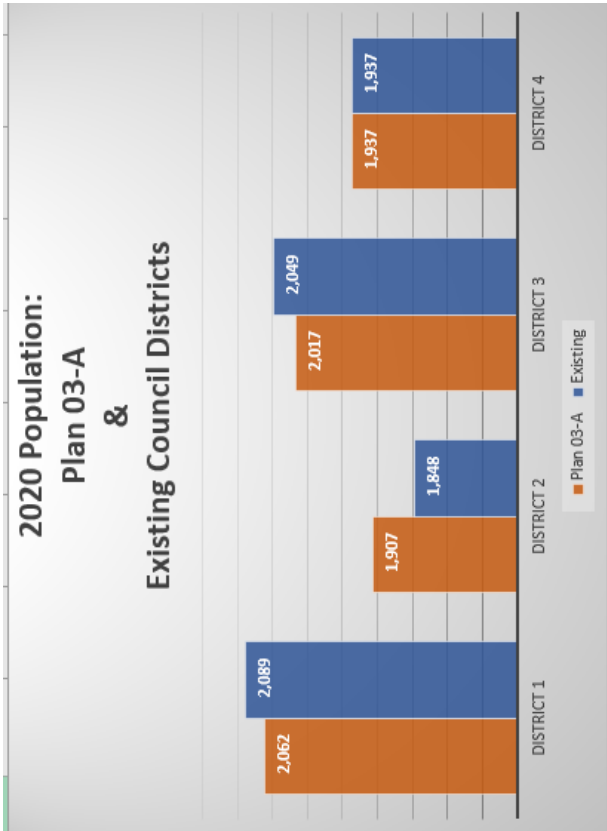
PLAN 03-A

Town Council

District Boundary Configuration



PLAN 03-A				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	1,907	(74)	-3.7%	
District 3	2,017	36	1.8%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		



Legend

Existing Council Districts

World Transportation

Plan 03-A

District

D1

D2

D3

D4

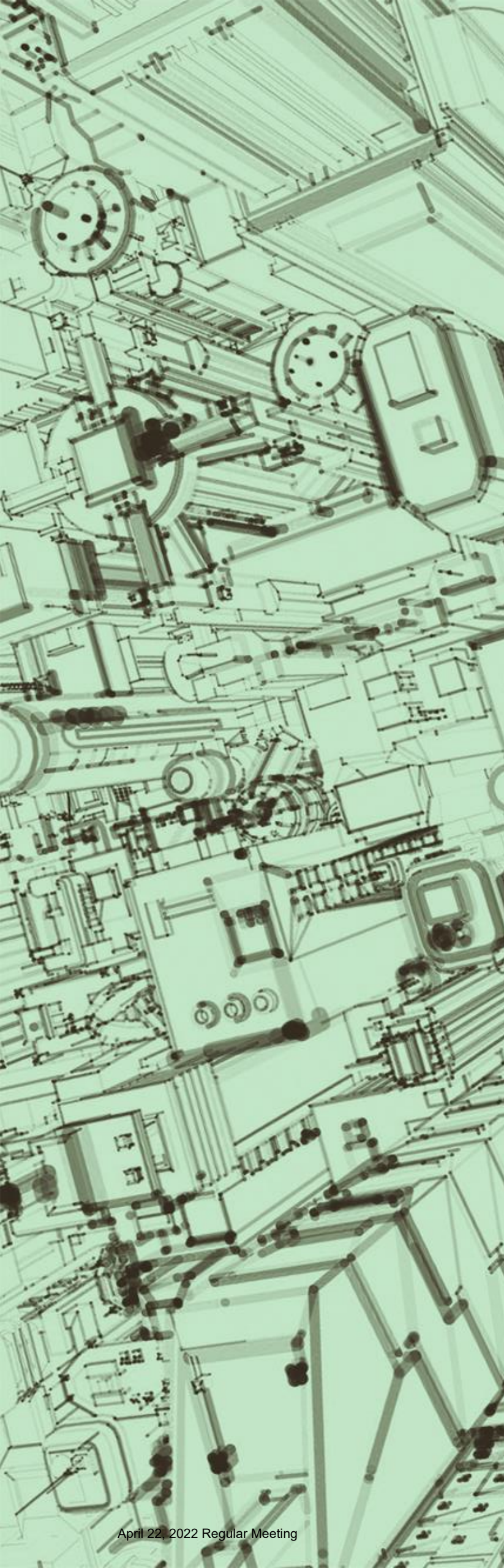
Assessment Summary | Plan 03-A

- PLAN 03-A
 - Note Population breakdowns are identical to Plan 02-A. However, different geographic boundary changes.
 - Continue to minimize modifications while attempting to balance population equality per District
 - Small portion of the Southeastern section of **District 1** *reassigned* to **District 2**
 - Southeast portion of existing **District 3**, *reassigned* to **District 2**
 - Northeast portion of existing **District 2**, *reassigned* to **District 1**
 - **District 4** *stay intact* to the existing district boundary configuration
 - **District 1** improves population equality with a deviation of 4.1% (more than 81 people for the ideal district population of 1,981 per District). The existing boundaries of **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
 - **District 2** improves population equality with a deviation of -3.7% (74 persons less than ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
 - **District 3** improves population equality with a deviation of 1.8% (36 persons over the ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
 - **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

Plan 03-A

PLAN 03-A				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	1,907	(74)	-3.7%	
District 3	2,017	36	1.8%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		
¹ Formula for Ideal Population where deviation is zero $\bar{X} = \frac{\sum X}{n}$ \bar{X} = Mean (Ideal) Population $\sum X$ = Sum of Total Population n = Number of Districts		² Percent Absolute Deviation from Mean <i>absolute deviation describes the average distance from the mean for all the Districts overall</i> <div><div>Percent Deviation from Mean</div><div>=</div><div>Absolute Mean Deviation Ideal District Population</div></div>		
³ Percent Difference of an Individual District Total from Population of a District based on average population known as the ideal population. Formula: [District - Ideal District] / Ideal District		⁴ Absolute Difference is calculated to acquire absolute total of differences in population for each District. Required for the Percent Deviation from Mean formula		






Southwest Ranches | Redistricting 2022

Updated Plans

March 31, 2022



An aerial photograph of a city skyline, likely New York City, showing numerous skyscrapers and buildings. A solid green horizontal band runs across the middle of the image, serving as a background for the title text.

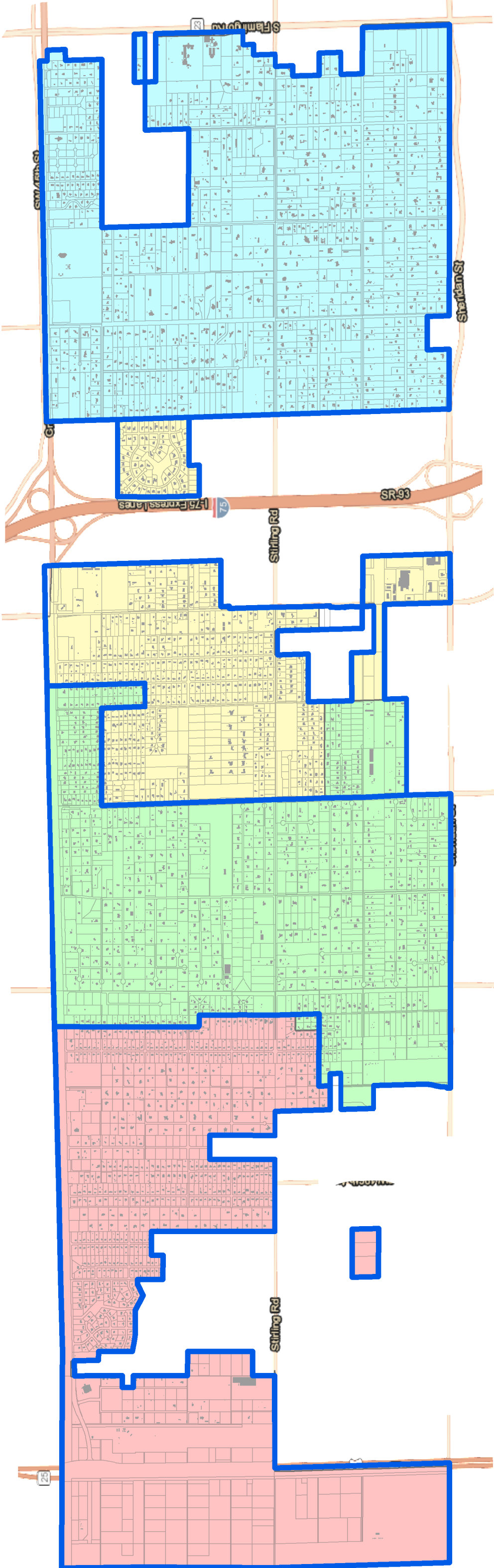
PLAN 02-B

Boundary Configuration

Assessment Summary

PLAN 2-B

Town Council
District Boundary
Configuration



PLAN 02-B			
District	Population	Diff ³	Pct ⁴
District 1	2,062	81	4.1%
District 2	2,008	27	1.4%
District 3	1,916	(65)	-3.3%
District 4	1,937	(44)	-2.2%
TOTAL		235	
Ideal Population (Mean) ¹		1,981	
Percent Deviation from Mean ²		3.0%	

Legend

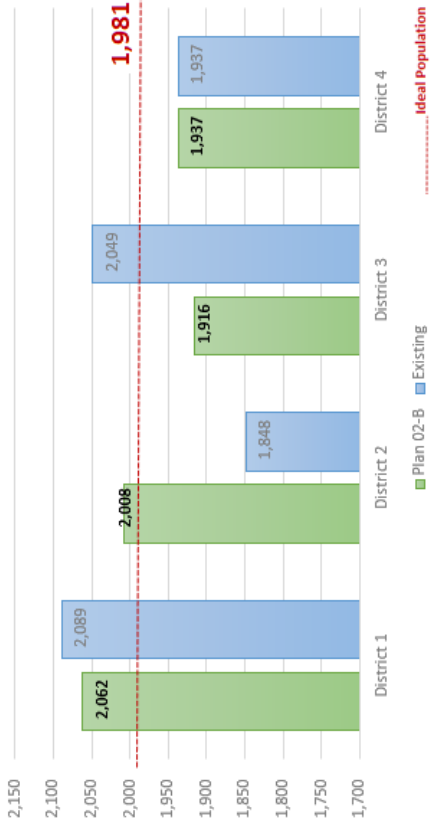
Existing Council Districts

Plan 02-B

District

- D1
- D2
- D3
- D4

2020 Population:
Plan 02-B
&
Existing Council Districts




Assessment Summary | Plan 02-B

- PLAN 02-B
 - Modification to **Plan 02-A**. Census Block 1009 (41 persons) and Census Block 1015 (60 persons) assigned to **District 3** in **Plan 02-A** is now assigned to District 2 in **Plan 02-B**
 - Continue to minimize modifications to existing district boundaries, while attempting to balance population equality per District, as **District 3** is expected to grow by 100+ persons in 2022-23. The attempt is to decrease the population in **District 3** to accommodate future growth while staying in the **+/-5** percent threshold is the objective for this plan.
 - Based on Existing Districts, small portion of the *southeast* section of **District 1** (Census Block 3011, 27 persons) is assigned to District 2
 - Based on Existing Districts, small portion of the *southwest* portion of **District 3** (**Census Block 4008**, 105 persons and Census Block 2003, 28 persons) is assigned to District 2
 - **District 4** stay intact to the existing district boundary configuration
 - **District 1** improves population equality with a deviation of **4.1%** (more than 81 people for the ideal district population of 1,981 per District. The existing **District 1** population deviation is **5.5%** (108 people over ideal population of 1,981).
 - **District 2** improves population equality with a deviation of **1.4%** (27 persons more than ideal population). The existing boundaries of **District 2** population deviation is **-6.7%** (133 people less than ideal population of 1,981).
 - **District 3** improves population equality with a deviation of **-3.3%** (65 persons under the ideal population). The existing boundaries of **District 3** population has a deviation of **3.4%** (68 persons over the ideal population)
 - **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within **+/-5%**, with a deviation of **-2.2%** (44 persons less than the ideal population).

Plan 02-B

District	PLAN 02-B		
	Population	Diff ³	Pct ⁴
District 1	2,062	81	4.1%
District 2	2,008	27	1.4%
District 3	1,916	(65)	-3.3%
District 4	1,937	(44)	-2.2%
TOTAL			
Ideal Population (Mean) ¹		7,923	235
Percent Deviation from Mean ²		1,981	3.0%



An aerial photograph of a city street grid, likely San Francisco, with a red overlay highlighting a specific area in the center. The overlay is a large, irregular shape that follows the street layout. The text "PLAN 02-C" is written in large, bold, black letters across the top of the red area. Below it, the text "Boundary Configuration" is written in a smaller, black, serif font. At the bottom of the red area, the text "Assessment Summary" is written in a small, black, sans-serif font.

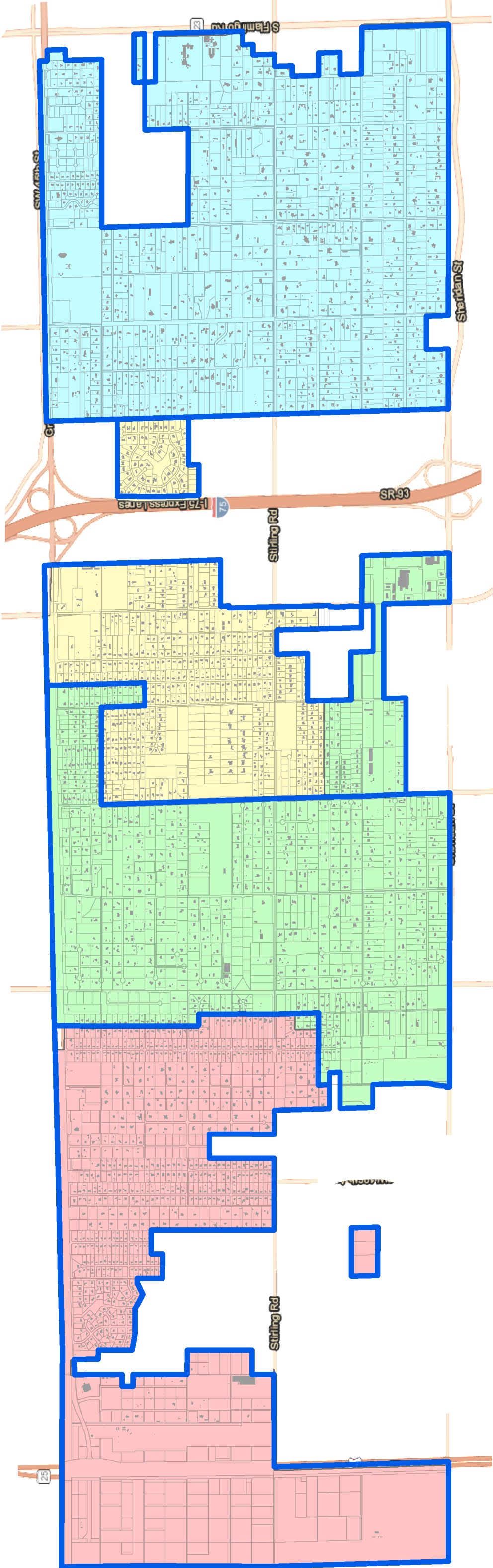
PLAN 02-C

Boundary Configuration

Assessment Summary

PLAN 2-C

Town Council
District Boundary
Configuration



PLAN 02-C				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	2,008	27	1.4%	
District 3	1,916	(65)	-3.3%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		

Legend

Existing Council Districts

Plan 02-C

District

- D1
- D2
- D3
- D4




Assessment Summary | Plan 02-C

- PLAN 02-C
 - Modification to **Plan 02-A** where Census Block 1009 (41 persons) and Census Block 1015 (60 persons) assigned to **District 3** in **Plan 02-A** is now assigned to District 2 in Plan 02-C
 - Continue to minimize modifications to existing district boundaries, while attempting to balance population equality per District, as **District 3** is expected to grow by 100+ persons in 2022-23. The attempt is to decrease the population in **District 3** to accommodate future growth while staying in the +/-5 percent threshold is the objective for this plan.
 - Modification to **Plan 02-A** where Census Block 4006, 3014, 4004, and 4003 (no population) is assigned to District 2 in Plan 02-C
 - Based on Existing Districts, small portion of the *southeastern* section of **District 1** (Census Block 3011, 27 persons) is assigned to District 2
 - Based on Existing Districts, portion of the *southwest* portion of **District 3** (**Census Block 4008**, 105 persons and Census Block 2003, 28 persons, and Census Blocks 4006, 3014, 4002 and 4003 with no population) is assigned to District 2 in Plan 02-C
 - **District 4** stay intact to the existing district boundary configuration
 - **District 1** improves population equality with a deviation of 4.1% (81 persons over the ideal district population of 1,981 per District.) The existing **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
 - **District 2** improves population equality with a deviation of 1.4% (27 persons over the ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
 - **District 3** improves population equality with a deviation of -3.3% (65 persons less than the ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
 - **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

PLAN 02-C				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	2,008	27	1.4%	
District 3	1,916	(65)	-3.3%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		



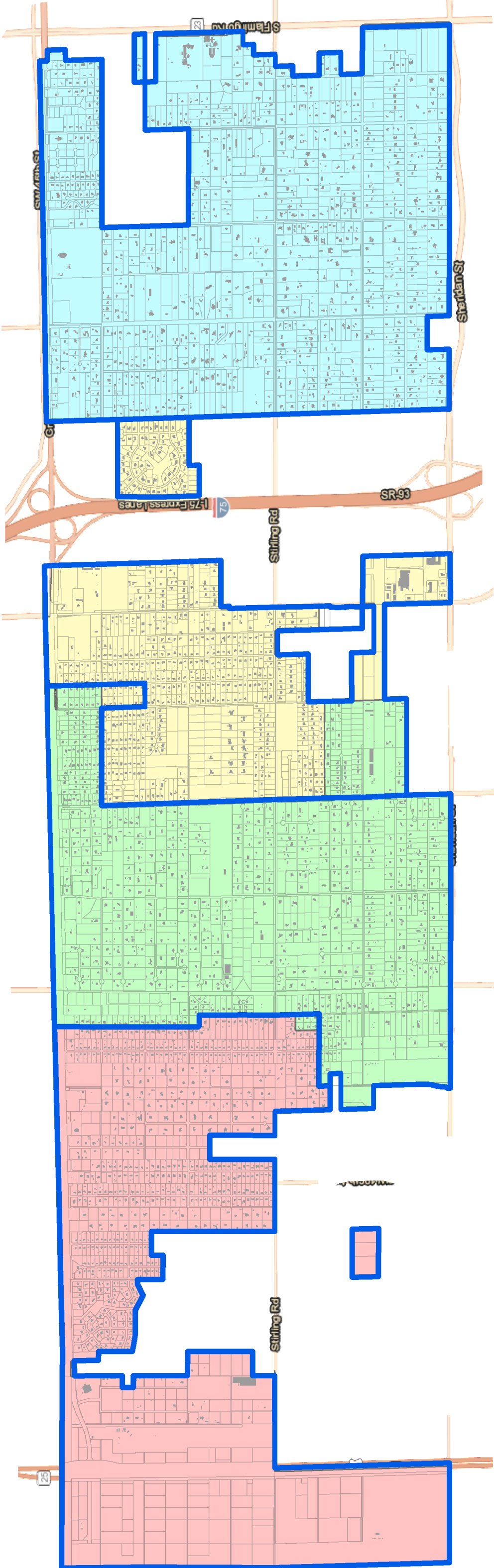
An aerial photograph of a city, likely San Francisco, with a green semi-transparent overlay. The image shows a dense urban landscape with buildings, streets, and parks. The green overlay covers the entire image, creating a monochromatic effect with varying shades of green.

PLAN 04-A Boundary Configuration

Assessment Summary

PLAN 4-A

Town Council
District Boundary
Configuration



PLAN 04-A				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	1,948	(33)	-1.7%	
District 3	1,976	(5)	-0.2%	
District 4	1,937	(44)	-2.2%	
TOTAL		235		
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		

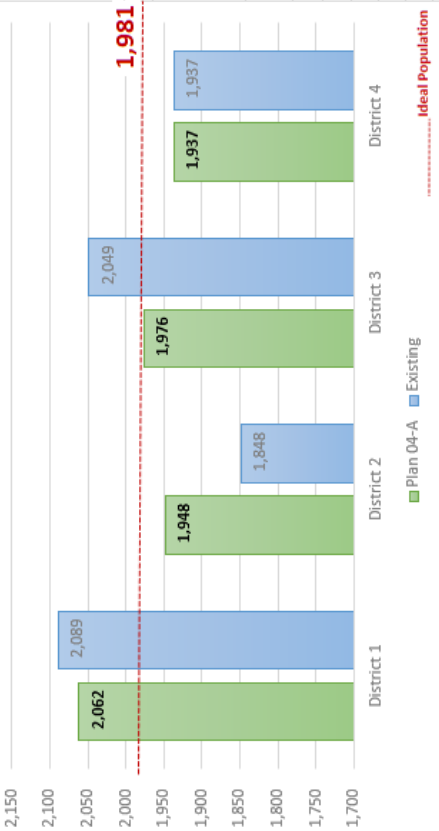
Legend

Existing Council Districts

District

- D1
- D2
- D3
- D4

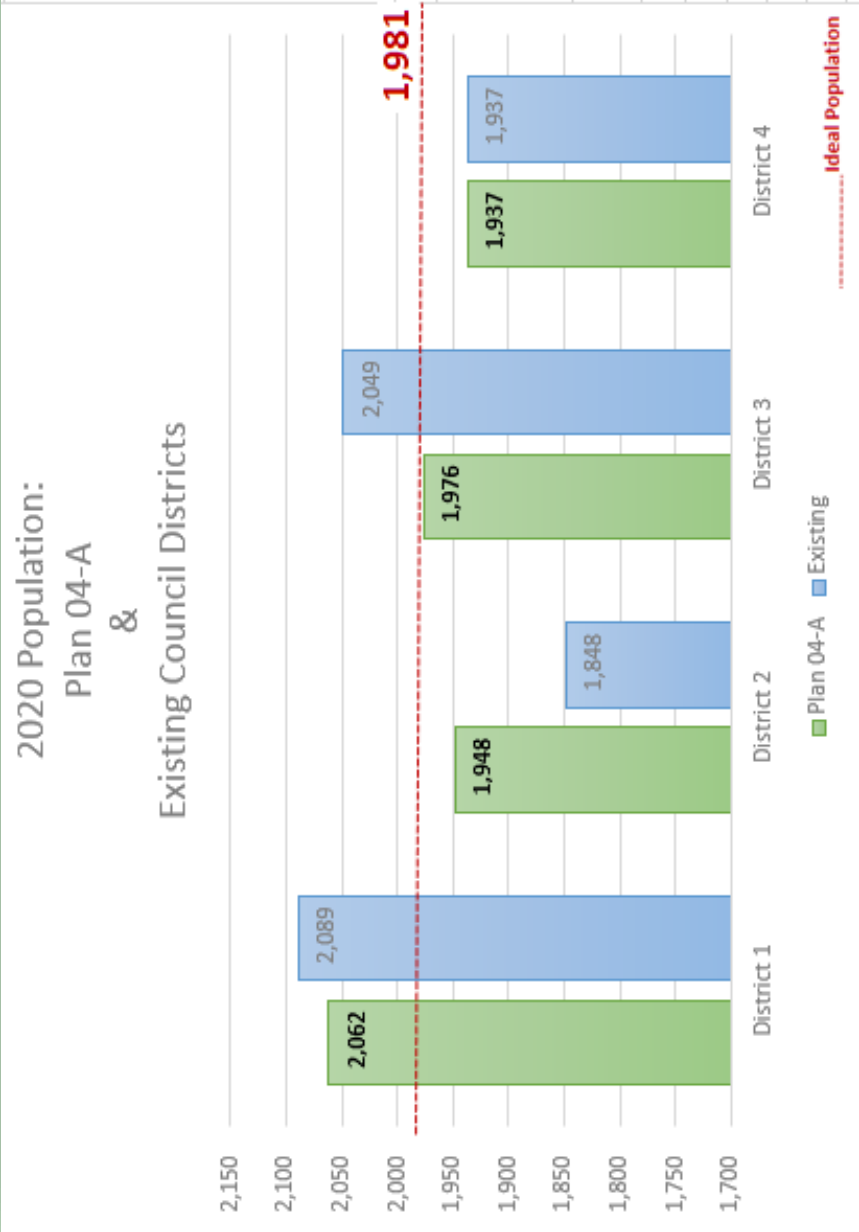
2020 Population:
Plan 04-A
&
Existing Council Districts




Assessment Summary | Plan 04-A

- PLAN 04-A
 - Minimize modifications to existing district boundaries, while attempting to balance population equality per District, Contiguity, and Compactness while not splitting communities of interest.
 - Based on Existing Districts, small portion of the *southeastern* section of **District 1** (Census Block 3011, 27 persons) is assigned to **District 2**
 - Based on Existing Districts, portion of the *northeast* portion of **District 2** (Census Block 1009, 41 persons) is assigned to **District 3**
 - **District 4** stay intact to the existing district boundary configuration
- **District 1** improves population equality with a deviation of 4.1% (81 persons over the ideal district population of 1,981 per District.) The existing **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
- **District 2** improves population equality with a deviation of -1.7% (33 persons less than ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
- **District 3** improves population equality with a deviation of -0.2% (5 persons less than ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
- **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

PLAN 04-A				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	1,948	(33)	-1.7%	
District 3	1,976	(5)	-0.2%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		



An aerial photograph of a city street grid, likely San Francisco, with a red overlay highlighting a specific area in the center. The overlay is a large, irregular shape that follows the street layout. The text "PLAN 04-B" is written in large, bold, black letters across the top of the red area. Below it, the text "Boundary Configuration" is written in a smaller, black, serif font. At the bottom of the red area, the text "Assessment Summary" is written in a small, black, sans-serif font.

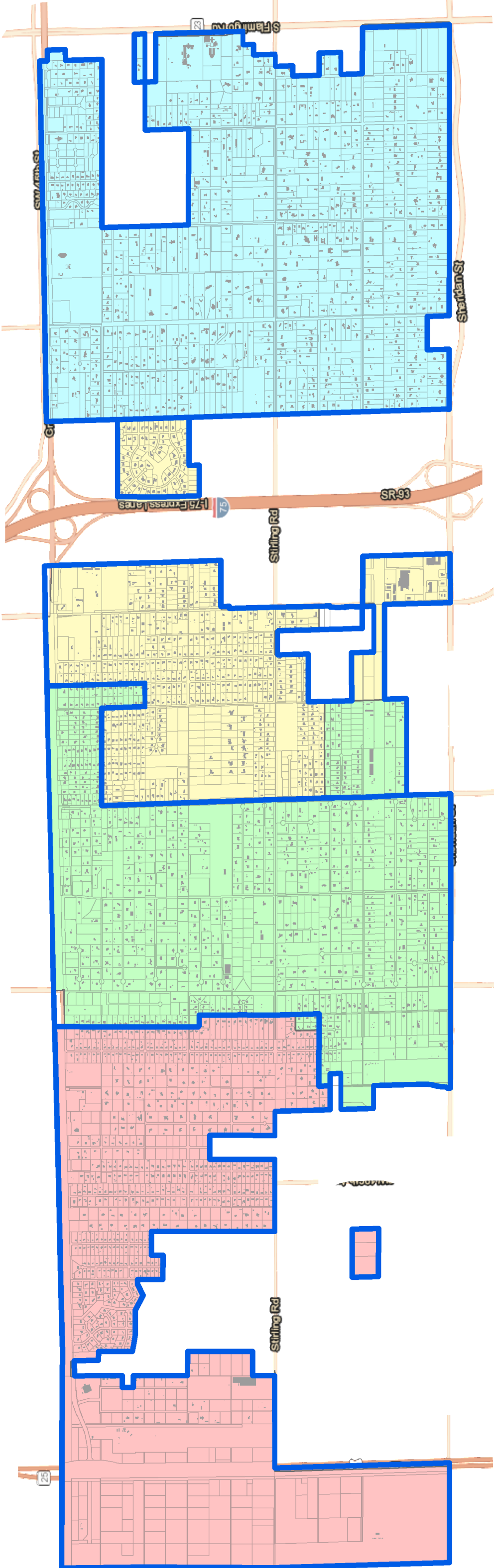
PLAN 04-B

Boundary Configuration

Assessment Summary

PLAN 4-B

Town Council
District Boundary
Configuration



PLAN 04-B				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
District 2	2,008	27	1.4%	
District 3	1,916	(65)	-3.3%	
District 4	1,937	(44)	-2.2%	
TOTAL		235		
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		

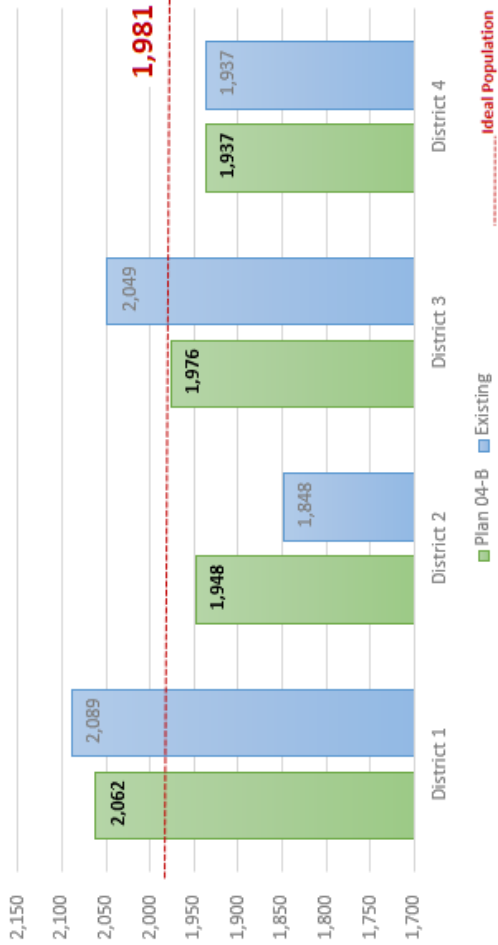
Legend

Existing Council Districts

District

- D1
- D2
- D3
- D4

2020 Population:
Plan 04-B
&
Existing Council Districts



Assessment Summary | Plan 04-B

- PLAN 04-B
 - Minimize modifications to existing district boundaries, while attempting to balance population equality per District, Contiguity, and Compactness while not splitting communities of interest.
 - Based on Existing Districts, small portion of the *southeastern* section of **District 1** (Census Block 3011, 27 persons) is assigned to **District 2**
 - Based on Existing Districts, portion of the southwest portion of **District 3** (Census Block 4008, 105 persons and Census Block 2003, 28 persons) is assigned to **District 2**
 - **District 4** stay intact to the existing district boundary configuration
- **District 1** improves population equality with a deviation of 4.1% (81 persons over the ideal district population of 1,981 per District.) The existing **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
- **District 2** improves population equality with a deviation of 1.4% (274 persons over than ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
- **District 3** improves population equality with a deviation of -3.3% (65 persons over the ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
- **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

PLAN 04-B				
District	Population	Diff ³	Pct ⁴	
District 1	2,062	81	4.1%	
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District 3	1,916	(65)	-3.3%	
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TOTAL		7,923	235	
Ideal Population (Mean) ¹		1,981		
Percent Deviation from Mean ²		3.0%		





Southwest Ranches | Redistricting 2022



Proposed Plans Assessment
Contact: Scott Burton-Rodriguez | scott@gowithempire.com

EMPIRE
CONSULTANTS



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: 4/14/2022
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

At its December 16, 2021 meeting, the Town Council voted to table this ordinance indefinitely pending further CPAB consideration. Staff presented a modified version of the ordinance to the CPAB at its February 17th, 2022 meeting. The CPAB voted unanimously to recommend the revised ordinance to the Town Council.

The intent of both the modified ordinance is to ensure that subdivisions of moderate and large size in the Rural Estate (1-acre) zoning district provide sufficient drainage retention (in the absence of a lake) without rendering lots unusable for agricultural pursuits. The ordinance does not apply to parcels under 5.5 gross acres so as not limit subdivision of properties that could support 4 to 5 lots under today's regulations.

The original ordinance presented to Council in December, 2021 affected all properties in all residential zoning districts regardless of size. The revised ordinance affects only larger properties and does so in a graduated

manner, such that the full impact of the original ordinance applies only to parcels 7.5 gross acres or larger.

For parcels with 5.5 to 7.49 gross acres, drainage conveyance and surface water management easements or portions thereof wider than 15 feet must be excluded from the net lot area calculation. For parcels 7.5 gross acres and larger, such easements or portions thereof wider than 10 feet must be excluded from the net lot area calculation.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
SWMA Ordinance - TA Approved	4/5/2022	Ordinance

ORDINANCE NO. 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.

WHEREAS, the South Florida Regional Climate Change Compact has adopted sea level rise projections of up to 17 inches by 2040 and 54 inches by 2070; and

WHEREAS, large portions of Southwest Ranches have among the lowest ground elevations and highest relative groundwater elevations in Broward County; and

WHEREAS, the already substantial unusable area of residential plots in portions of the Town during rainy season, resulting from saturated soil and standing water, will be exacerbated in severity, extent and duration by rising groundwater elevations; and

WHEREAS, the Town Council of the Town of Southwest Ranches ("Town Council") finds that it is in the best interest of the public health, safety and welfare that new subdivisions provide dedicated stormwater retention areas outside of individual plots, or provide additional plot area for stormwater retention, so as to preserve most of the minimum required plot area for residential and agricultural uses.

Ordinance No. 2022-

New text is underlined and deleted text is ~~stricken~~.

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

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

6 **Section 2. Amendment to Definitions.** Article 10, "Definition of Terms,"
7 Section 010-030, "Terms defined" is hereby amended as follows:

8 * * *

9 *Acre, net.* The term "net acre" means forty-three thousand five hundred sixty
10 (43,560) square feet of land which includes contiguous, private property under
11 the same ownership, excluding the following:

12 (1) Any easement, reservation or other encumbrance existing, in whole or in
13 part, for the purpose of providing access to real property, provided that an
14 easement for ingress/egress and utilities shall be included as net acreage if
15 the town requires the easement to be granted for the purpose of fully
16 accommodating a town capital improvement to an existing street; and

17 (2) Water bodies that are not wholly contained within a single plot, including
18 but not limited to, canals, wet retention areas and lakes; and

19 (3) Portions of surface water management areas, drainage easements or
20 equivalent areas in the RE District, designated by the Town or applicable
21 drainage district for retaining or conveying stormwater, that:

22 (a) Exceed fifteen (15) feet in width within lots of record measuring five
23 and one-half (5.5) gross acres or more as of [date of adoption of
24 ordinance]; or

25 (b) Exceed ten (10) feet in width on lots of record measuring seven and
26 one-half (7.5) gross acres or more as of [date of adoption of ordinance].

27 * * *

28 **Section 3. Amendment to minimum plot size and dimensions.** Article 45,
29 "Agricultural and Rural Districts," Section 045-070, "Minimum plot size and dimensions,"
30 is hereby amended as follows:

Ordinance No. 2022-__

New text is underlined and deleted text is ~~stricken~~

1 (A) *Agricultural districts.*

2 (1) Any plot in an agricultural district shall have at least one (1) dimension of
3 two hundred fifty (250) feet.

4 (2) No plot within an agricultural zoning district shall be developed for
5 residential use unless the plot contains two (2) net or two and one-half
6 (2½) gross acres of plot area, unless the plot satisfies one (1) of the
7 exceptions listed in subparagraphs a. through f. below, in addition to
8 subparagraph g.:

9 a. Became undersized due to a right-of-way dedication or change in district
10 regulations prior to the adoption of the ordinance from which this ULDC
11 is derived; or

12 b. Is specifically designated on a plat approved by the board or county
13 commissioners prior to May 16, 1979; or

14 c. Was of public record prior to May 16, 1979, and has not been at any
15 time since the effective date of county Ordinance No. 79-34 (May 30,
16 1979), contiguous with another parcel in common ownership that could
17 be combined into a single parcel of at least two (2) net acres, and which
18 has received the approval of the applicable agency for a sewage disposal
19 system; or

20 d. Is exempted from the minimum plot size requirement under the
21 "Developed Areas" provision of the comprehensive plan; or

22 e. Was of public record as of October 6, 2005, and became nonconforming
23 as a result of Town Ordinance No. 2006-02 (see section 010-030,
24 definition of "Acre, net"), which excluded access easements and
25 reservations from counting towards net plot area; or

26 f. Was of public record as of March 2, 2006, and became nonconforming
27 as a result of Town Ordinance No. 2006-06 (see section 010-030,
28 definition of "Acre, net"), which excluded drainage canals and lakes from
29 counting towards net plot area; and ~~or~~

30 g. Has not, at any time subsequent to May 8, 2003, been under common
31 ownership with a contiguous lot that, if combined, would form a single
32 conforming lot (this provision does not apply to "Developed Areas"
33 under subsection (A)(2)d of this section).

34 (B) *Rural ranches district.* Every plot in a RR district shall be not less than one-
35 hundred twenty-five (125) feet in width and shall contain not less than two
36 (2) net or two and one-half (2½) gross acres unless the plot satisfies one (1)

Ordinance No. 2022-__

New text is underlined and deleted text is ~~stricken~~

of the plot size exceptions established in ~~subsection paragraphs~~ (A)(2) b, c, d, e, ~~or f, g or h,~~ and subject to subparagraph g-i. of this section, or has a minimum area of eighty thousand (80,000) square feet in net area, of record as of February 8, 1993.

(C) *Rural estate district.*

(1) Every plot in an RE district shall be not less than one hundred twenty-five (125) feet in width and contain not less than one (1) net acre. One-family dwellings may be permitted on smaller plots which satisfy one (1) of the ~~six (6)~~ exceptions listed below in subparagraphs a. through g. and in addition to satisfying subparagraph subsection (C)(1)g- h. of this section:

a. Contain thirty-five thousand (35,000) square feet or more in net area and are not less than one hundred twenty-five (125) feet in width and:

1. Were of public record prior to September 18, 1979; and
2. Have not been at any time since September 18, 1979, contiguous with another plot in common ownership which could be combined into a single plot of at least one (1) gross acre; or

b. Are included within an approved plat in which the average density is not more than one (1) dwelling unit per gross acre, as defined in the comprehensive plan; or

c. Comply with requirements of exemptions for developed areas specified in the comprehensive plan; or

d. Were of public record as of October 6, 2005, and became nonconforming as a result of Town Ordinance No. 2006-02 (see section 010-030, definition of "Acre, net"), which excluded access easements and reservations from counting towards net plot area; or

e. Was of public record as of March 2, 2006, and became nonconforming as a result of Town Ordinance No. 2006-06, (see section 010-030, definition of "Acre, net"), which excluded drainage canals and lakes from counting towards net plot area; or

~~f. —Reserved.~~

Was of public record as of [date of adoption of ordinance], and on such date became nonconforming or thereafter became

Ordinance No. 2022-__

New text is underlined and deleted text is ~~stricken~~

1 noncompliant with this ULDC as a result of Town Ordinance No.
2 2021-XXX (see section 010-030, definition of "Acre, net"), which
3 excluded certain surface water management areas and drainage
4 easements from counting toward net plot area, provided that such
5 lot of record made nonconforming or noncompliant shall not be
6 reduced in area; or

7 g.f. When a plot which was recorded prior to January 1, 1973, and
8 contained thirty-five thousand (35,000) square feet or more in area
9 was reduced in size due to dedication for right-of-way, the resulting
10 plot need be no larger than one hundred twenty-five (125) feet in
11 width and thirty thousand (30,000) square feet in net area. Said
12 plot shall not be further subdivided; and

13 h.g Has not at any time subsequent to May 8, 2003, been under
14 common ownership with a contiguous lot that, if combined, would
15 form a single conforming lot (this provision does not apply to
16 "Developed Areas" under subsection (A)(2)d of this section).

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

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

22 **Section 6: Severability.** Should any section or provision of this Ordinance or
23 any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional
24 or invalid, the invalidity thereof shall not affect the validity of any of the remaining
25 portions of this Ordinance.

26 **Section 7: Effective Date.** This Ordinance shall take effect immediately upon
27 passage and adoption.

28
29
30 **[Signatures on Following Page]**
31

Ordinance No. 2022-__

New text is underlined and deleted text is ~~stricken~~

1 **PASSED ON FIRST READING** this ____ day of _____, 2022 on a motion made
2 by _____ and seconded by _____.

3 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
4 2022, on a motion made by _____ and seconded by
5 _____.

10	Breitkreuz	_____	Ayes	_____
11	Hartmann	_____	Nays	_____
12	Allbritton	_____	Absent	_____
13	Jablonski	_____	Abstaining	_____
14	Kuczenski	_____		

15
16
17
18
19

Steve Breitkreuz, Mayor

20 ATTEST:

21
22
23 _____
24 Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk
25

26 Approved as to Form and Correctness:

27
28
29 _____
Ordinance No. 2022-__
New text is underlined and deleted text is ~~stricken~~

- 1 Keith Poliakoff, J.D., Town Attorney
- 2 1001.1001.01

Ordinance No. 2022-__

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

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

Town Council
Steve Breitkreuz, Mayor
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: Keith Poliakoff, Town Attorney
DATE: 4/14/2022
SUBJECT: Ex Parte Communications Ordinance

Recommendation

Town Council consideration for a motion to approve this ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town Council and in their capacity as the Town's Local Planning Agency act in a quasi-judicial capacity from time to time to determine the rights of applicants and appellants. Florida courts have found that ex parte communications with the members of councils, boards, or councils acting in a quasi-judicial capacity raises a presumption of prejudice.

Section 286.0115, Florida Statutes, provides that to remove the presumption of prejudice from such ex parte communications, a local government can adopt an ordinance or resolution pursuant to said statute establishing a process to disclose ex parte communications. The Town Council previously adopted such a procedure pursuant to section 286.0115, Florida Statutes. Despite the Town's enactment of such a procedure, ex parte communications are inherently improper and are anathema to quasi-judicial proceedings.

The Town Council believes that it is in the best interests of the citizens and residents of the Town to prohibit ex parte communications in quasi-judicial proceedings.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Ex Parte Ordinance - TA Approved	3/28/2022	Ordinance

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the members of the Town Council and the members of the Town's Local Planning Agency act in a quasi-judicial capacity from time to time to determine the rights of applicants and appellants; and

WHEREAS, Florida courts have found that ex parte communications with the members of councils, boards, or councils acting in a quasi-judicial capacity raises a presumption of prejudice; and

WHEREAS, section 286.0115, Florida Statutes, provides that to remove the presumption of prejudice from such ex parte communications, a local government can adopt an ordinance or resolution pursuant to said statute establishing a process to disclose ex parte communications; and

WHEREAS, the Town Council previously adopted such a procedure pursuant to section 286.0115, Florida Statutes; and

WHEREAS, despite the Town's enactment of such a procedure, ex parte communications are inherently improper and are anathema to quasi-judicial proceedings; and

WHEREAS, the Town Council believes that it is in the best interests of the citizens and residents of the Town to prohibit ex parte communications in quasi-judicial proceedings; and

WHEREAS, the Town Council finds the amendment furthers the goals, objectives and policies of the Unified Land Development Code of Ordinances.

Key: Underlined text is added and ~~stricken~~ text is deleted.

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

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

6 **Section 2: Text Deletion.** Section 105-030 of the Unified Land Development
7 Code entitled, "Ex parte communications; presumptions" is hereby amended as follows:

8 * * *

9 Sec. 105-030. - Ex parte communications; ~~presumptions prohibited~~

10 (A) ~~Ex parte communications relating to any quasi-judicial action are strictly~~
11 ~~prohibited.~~

12 (B) ~~Access permitted~~ *Accidental ex-parte communications.* In the event of an
13 ~~accidental ex-parte communication, and Unless otherwise prohibited by~~
14 ~~state statute or a town ordinance, in accordance with F.S. § 286.0115(1), ex~~
15 ~~parte communication with any board member about quasi-judicial matters is~~
16 ~~permissible provided that the following procedures are observed. Adherence~~
17 ~~to the following procedures shall remove the presumption of prejudice arising~~
18 ~~from the accidental ex parte communication:~~

19 (1) *Oral communication.* The substance of any accidental ex parte
20 communication with the board member which relates to quasi-judicial action
21 pending before the board member is not presumed prejudicial to the action
22 if the subject of the communication and the identity of the person, group or
23 entity with whom the communication took place is disclosed in public and
24 made a part of the record before final action on the matter.

25 (2) *Written communication.* ~~In the event A~~ a board member accidentally ~~may~~
26 ~~reads~~ a written communication from any person. ~~However, a written~~
27 ~~communication that relates~~ relating to a quasi-judicial action pending before
28 the board, ~~it member~~ shall not be presumed prejudicial to the action if the
29 subject of the written communication is disclosed in public and made part of
30 the record before final action on the matter.

31 (3) *Investigations and site visits.* A board member may conduct
32 investigations and site visits and may receive expert opinions regarding
33 pending quasi-judicial matters. Such activities shall not be presumed
34 prejudicial to the action if the existence of the investigation, site visit, or
35 expert opinion is made part of the record before final action on the matter.

36 (C) *Disclosure.* Disclosures pursuant to the foregoing must be made ~~before or~~
37 during a public meeting at which a vote is taken on such matter, so that

Key: Underlined text is added and ~~stricken~~ text is deleted.

persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

(D) *Noncompliance not a violation.* Failure of any official to comply with this section does not constitute a violation of F.S. ch. 112. * * *

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

Section 4: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 5: Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ____ day of ____, 2022 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of ____, 2022, on a motion made by _____ and seconded by _____.

[Signatures on the Following Page]

Key: Underlined text is added and ~~stricken~~ text is deleted.

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

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.977.001

Key: Underlined text is added and ~~stricken~~ text is deleted.

Ordinance No. 2022-____



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: Keith Poliakoff, Town Attorney
DATE: 4/14/2022
SUBJECT: Town Financial Administrator - Emil Lopez

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

As a result of the impending retirement of Town Financial Administrator Martin Sherwood, the Town notified the associated trade organizations, published an advertisement on the Town's website, and posted on national job boards for the position of Town Financial Administrator for the Town of Southwest Ranches.

The Town received twenty-nine responses to its advertisement. The Selection Committee reviewed all of the responses and interviewed the qualified candidates. As a result, the Selection Committee selected Emil C. Lopez, for the position of Town Financial Administrator, to fulfill the responsibilities of the office as specified by the Town Charter, and as directed by the Town Council.

In accordance with Section 3.11 of the Town's Charter, this Resolution seeks to approve the Selection Committee's selection of the Emil C. Lopez as the Town Financial Administrator

and to approve his contract.

Fiscal Impact/Analysis

\$130,000 Annual Salary + applicable benefits.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
TFA Employment Reso - Emil Lopez	4/5/2022	Resolution
TFA Employment Agreement - Emil Lopez	4/5/2022	Agreement

RESOLUTION NO. 2022 – ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION OF EMIL C. LOPEZ AS THE TOWN FINANCIAL ADMINISTRATOR OF THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A CONTRACT WITH EMIL C. LOPEZ, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN FINANCIAL ADMINISTRATOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 6, 2022, the Town of Southwest Ranches notified the associated trade organizations, published an advertisement on the Town's website, and posted on national job boards for the position of Town Financial Administrator for the Town of Southwest Ranches; and

WHEREAS, the Town received twenty-nine responses to its advertisement; and

WHEREAS, the Selection Committee reviewed all of the responses and interviewed the qualified candidates; and

WHEREAS, as a result, the Selection Committee selected Emil C. Lopez, for the position of Town Financial Administrator, to fulfill the responsibilities of the office as specified by the Town Charter, and as directed by the Town Council; and

WHEREAS, in accordance with Section 3.11 of the Town's Charter, this Resolution seeks to approve the Selection Committee's selection of the Emil C. Lopez as the Town Financial Administrator and to approve his contract.

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 the Selection Committee's selection of Emil C. Lopez, as the Town Financial Administrator of the Town of Southwest Ranches.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into a contract with Emil C. Lopez, in substantially the same form as that attached hereto and incorporated herein by reference as Exhibit "A", which establishes the scope, compensation and benefits for the Town Financial Administrator's services, and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of April 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, J.D., Town Attorney
1001.974.001

AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
EMIL C. LOPEZ

This AGREEMENT (the “Agreement”) entered into this 14th day of April 2022, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the “Town”), and Emil C. Lopez, an individual (“Financial Administrator”).

WHEREAS, Section 3.11 of the Town’s Charter provides for the appointment of a Financial Administrator; and

WHEREAS, pursuant to Section 3.11, the Financial Administrator shall work in concert with the Town Administrator, however, the Financial Administrator shall report directly to the Council, which alone shall have the authority to appoint and to remove the Financial Administrator; and

WHEREAS, The Town desires to employ the services of Emil C. Lopez as the Town Financial Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter and as delegated by the Town Council; and

WHEREAS, Financial Administrator desires to accept employment as Town Financial Administrator of the Town of Southwest Ranches; and

WHEREAS, Town and Financial Administrator wish to formalize the terms of appointment as Town Financial Administrator.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Employment.

Town hereby agrees to employ Emil C. Lopez as Town Financial Administrator of the Town of Southwest Ranches to perform the duties specified in the Charter of the Town of Southwest Ranches (the “Charter”), as may be amended from time to time, and those Specified Services described in Exhibit “A”, and to perform other legally permissible and proper duties and functions as the Council shall assign from time to time, including but not limited to those duties customarily performed by municipal Financial Administrators in the state of Florida. The Town Financial Administrator shall devote his full time professional employment to the Town of Southwest Ranches as an exempt employee and will not accept any outside employment without the express knowledge and consent of the Town Council (the “Council”), which consent may be

unreasonably withheld. Financial Administrator has disclosed that he and a partner are owners of Caonabo Holdings, LLC, a Florida limited liability company (“Caonabo”). Caonabo provides tax filing services for approximately twenty (20) private clients. In addition to tax filing services, Caonabo invests its own money in various securities. Financial Administrator agrees that Caonabo shall not exceed twenty five (25) clients without the express written consent of the Town Administrator, which consent may be unreasonably withheld. In January of each year, and thereafter if changes occur, Financial Administrator shall provide the names of Caonabo’s clients to the Town Administrator. Financial Administrator agrees that none of these individuals shall be residents or have any affiliation with the Town. In addition, of Caonabo’s clients, no more than five (5) shall be corporations, companies, or professional associations, without the express written consent of the Town Administrator, which consent may be unreasonably withheld. Financial Administrator covenants and agrees that aside from the Town, he will not represent any other governmental entity or municipal corporations. Financial Administrator covenants and agrees that all outside work shall only occur after business hours, and shall be limited to no more than three (3) hours per week. In addition, Financial Administrator covenants and agrees that he shall not utilize Town equipment, materials, or municipal email when performing such outside services. The Financial Administrator shall perform his duties under this Agreement, in accordance with the standards and duties as set forth in the Charter, as may be amended from time to time, and in conformity with the State of Florida Code of Ethics, as may be amended from time to time.

2) Term.

A) Financial Administrator shall serve as Town Financial Administrator commencing on April 15, 2022 (the “Effective Date”) without definite term and shall continue until termination.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Financial Administrator at any time, subject only to the provisions set forth in Section 4 of this Agreement.

C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Financial Administrator to resign at any time from his position, subject only to the provisions set forth in Section 5 of this Agreement.

3) Salary.

Town agrees to pay Financial Administrator for his services rendered hereto based on an initial annual salary of One Hundred and Thirty Thousand Dollars and No Cents (\$130,000.00) annually, payable in accordance with the Town’s employee regular payment schedule. Town may, at its own option, increase the base salary and/or benefits of the Financial Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Financial Administrator’s Annual Performance Review, set forth in Section 16 of this Agreement, upon a super majority vote of the Town Council. In addition to reviewing the Financial Administrator’s performance, the Council may also consider adjustments to the Financial Administrator’s salary based on the cost of living index by a simple majority vote of the Town Council. In the event the Town Council chooses to reduce Financial Administrator’s salary below the starting salary level,

and in the event Financial Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 4(A) below.

In addition to the above annual salary, Town agrees to contribute an amount equal to twelve percent (12%) of Financial Administrator's annual salary to Financial Administrator's ICMA retirement account, payable in accordance with the Town's employee regular payment schedule.

4) Termination and Severance Pay.

A. In accordance with the Town's Charter, Financial Administrator may be terminated at any time with or without cause. In the event Financial Administrator is terminated from the Town's employment without cause and provided that the Financial Administrator is willing and able to perform his duties under this Agreement, then in that event, Town agrees to pay Financial Administrator a Severance Benefit as follows:

1. If the Financial Administrator is terminated within the first year of employment, subject to Section 3 below, two (2) weeks of the Financial Administrator's then current salary to be paid within ten (10) business days of termination.

2. If the Financial Administrator is terminated after the first year of employment, four (4) weeks of the Financial Administrator's then current salary to be paid within ten (10) business days of termination.

3. The first six (6) months of this Agreement shall be deemed to be a probationary period. Such period shall expire on October 15, 2022. If Financial Administrator is terminated within this probationary period, with or without cause, Financial Administrator shall not be entitled to any severance or additional compensation. Notwithstanding the aforementioned, as further delineated in Section 12 below, Financial Administrator shall be eligible for health, dental, and all other benefits offered by the Town on June 1, 2022, which is the first of the month following forty-five (45) days of employment.

B. In the event Financial Administrator is terminated from the Town's employment with cause, Financial Administrator shall not be entitled to any Severance Benefit. For purposes of this Agreement, a for cause termination shall include:

1. Having been convicted of a felony;

2. Misconduct;

3. Gross insubordination;

4. Willful neglect of duty;

5. Adjudicated violation of the Florida Code of Ethics for Public Officers and employees, or the Town Charter.

5) Resignation.

Unless both parties agree in writing to the contrary, Financial Administrator shall provide the Town with at least sixty (60) days written notice in the event Financial Administrator voluntarily resigns from his position at the Town. In the event Financial Administrator voluntarily resigns from his position, Financial Administrator shall not be compensated for any accrued annual paid time off days. Upon receipt of any such resignation, the Town may immediately terminate Financial Administrator's services at no further cost to the Town, except that in the event of a Town termination for resignation, the Town shall pay the Financial Administrator for all accrued annual paid time off.

6) Disability.

If the Financial Administrator is unable to perform his duties for a period of four (4) successive weeks beyond any unused leave, or for thirty (30) working days over a one hundred and twenty (120) working day period excluding any unused leave, Town at its sole option may terminate this Agreement, subject to the severance pay provision.

7) Professional Development.

The Town agrees to consider in its annual budget the payment for appropriate annual dues for professional association memberships, subscriptions, licenses, and conferences directly related to the financial administration of the Town. Any professional conferences attended by the Financial Administrator, not specifically approved by the Town Council, shall be at the Financial Administrator's sole cost and expense, but shall not count against the Financial Administrator's annual paid time off, delineated in Section 8, below. If a professional conference is approved by the Town Council, Financial Administrator may seek reimbursement for food, travel, or lodging expenses in accordance with Internal Revenue Service (IRS) rules and regulations.

8) Annual Paid Time Off.

No more than sixteen (16) paid annual paid time off days shall be taken prior to December 31, 2022. Thereafter, Financial Administrator may take twenty five (25) annual paid time off days per calendar year. Annual paid time off shall be calculated and awarded commencing on January 1 each year and terminating on December 31. The Town shall compensate Financial Administrator for all accrued annual paid time off days not utilized at the end of the calendar year by January 30th of the following calendar year based upon the per diem rate of the Financial Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of five (5) annual paid time off days may be carried over by the Financial Administrator to the next calendar year. Annual paid time off shall include sick, personal, and vacation days. Any days missed in excess of the annual paid time off days specified herein may be taken without compensation, subject to the approval of the Town Council. Financial Administrator agrees to give the Town reasonable notice prior to any planned vacations.

9) General Expenses.

Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Financial Administrator, and hereby agrees to reimburse the Financial Administrator for said reasonable and proper general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved by the Town Administrator, in accordance with the procedures set forth in the Town's Procurement Code and the Town's budgetary requirements, prior to the expense being incurred. Any expense incurred that has failed to comply with the requirements set forth herein shall be at the Financial Administrator's sole cost and expense. If the Town Administrator believes an expense is not reasonable or proper, said expense request may be denied.

10) Telecommunications/Technical Equipment and Staff.

Financial Administrator's personal telecommunication device(s) shall be paid for and maintained solely by Financial Administrator. Financial Administrator's office computer, software, IT support, appropriate office supplies, material, and equipment with which to conduct the business of the Town shall be paid for by the Town and approved by the Town Administrator in accordance with the Town's Procurement Code and the Town's budgetary requirements, prior to the cost being incurred.

11) Survivors' Benefits.

In the event of the death of the Financial Administrator, his surviving spouse or dependents shall be entitled to payment of all of his accrued paid time off based on the Financial Administrator's then current salary.

12) Benefit Participation.

The Financial Administrator shall be entitled to participate in any of the programs provided to other employees of the Town, at the option of the Financial Administrator, and shall be given the same financial benefits offered to other non-Charter Town employees.

13) Indemnification.

To the extent permitted by law, the Town shall defend, save harmless, and indemnify the Financial Administrator against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Financial Administrator's duties or position with the Town. The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance. Notwithstanding the aforesaid, Town shall not be obligated to indemnify or save harmless Financial Administrator from claims of any nature arising out of the malfeasance of Financial Administrator, or from injury or property damage caused by the intentional misconduct of Financial Administrator. This indemnification provision shall survive the termination of this Agreement.

14) Surety Bond/Insurance.

If desired by the Town Council, the Financial Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Town Administrator. The premium of the bond shall be paid by the Town.

15) Monthly Reports.

Commencing June 1, 2022 and continuing monthly thereafter, by the last day of each month the Financial Administrator shall provide the Council, the Town Administrator and the Town Attorney with a monthly report in a format approved by the Town Council. Said monthly report shall provide, but shall not be limited to, a budget summary and other matters that the Town Financial Administrator deems necessary and proper in any given month.

16) Annual Performance Review.

A. By December 31st of each year, or at an alternative time set by the Town Council, the Financial Administrator shall place on an agenda the Financial Administrator's performance review. Said review and evaluation shall be consistent with the stated goals and objectives referred to in paragraph B below. After conducting its formal review, if a majority of the Council believes that the Administrator has met or has exceeded its expectations, the Council may, in its sole discretion, offer the Administrator an annual salary increase, bonus, or other benefit.

B. At the annual performance review, the Financial Administrator shall provide the Town Council with a list of accomplishments and generally attainable goals and performance objectives for the following calendar year.

17) Hours of Operation.

The Financial Administrator shall work, at a minimum, all times that the Town is open for business, during such hours as are set forth, from time to time, by the Town Council. The Financial Administrator is expected to be readily available during all business hours and at all Board or Committee Meetings, Town Council Meetings, Legal Proceedings, and Workshops.

18) Town Holidays.

The Town shall be closed in accordance with the Town's annual holiday schedule, which is established by December of each year by the Town Council.

19) Ownership Rights.

Financial Administrator agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by Financial

Administrator pursuant to this Agreement shall be the property of the Town, and Financial Administrator hereby assigns all of that Documentation to the Town. Financial Administrator agrees that all Documentation shall be deemed to be a “work made for hire”.

20) Nondiscrimination & Public Entity Crime Act.

A. Financial Administrator shall not unlawfully discriminate against any person in his operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Financial Administrator shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Financial Administrator shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

B. Financial Administrator’s decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

C. Public Entity Crime Act. Financial Administrator represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Town’s competitive procurement activities. In addition to the foregoing, Financial Administrator further represents that there has been no determination, based on an audit, that he committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that he has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Financial Administrator has been placed on the convicted vendor list. Financial Administrator shall execute the attached Non-Collusive Affidavit as evidence of compliance with the requirements of paragraph (2)(a) of Section 287.133, Florida Statutes, governing Public Entity Crimes.

21) Entire Agreement.

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

22) Construction.

This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

23) Further Assurances.

Town and Financial Administrator agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

24) Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

25) 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.

26) 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 or be construed to be in full force and effect. 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.

27) Professional Assurances.

Financial Administrator shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional municipal Financial Administrators in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession. Financial Administrator represents that it has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

28) Notice.

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

For TOWN:

Town of Southwest Ranches
Attn: Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

With a copy to:

Town Attorney
Attn: Keith Poliakoff, Esq.
200 S. Andrews Avenue
Suite 601
Ft. Lauderdale, FL 33301

For Financial Administrator:

Emil C. Lopez
12718 SW 47th Street
Miramar, FL 33027

Or such other address as the parties may designate to each other in writing from time-to-time.

29) Resolution of Disputes.

In an effort to prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Agreement by mediation. A request for mediation shall be filed, in writing, with the other party to the Agreement. To the extent litigation is permitted under this Agreement, the request for mediation shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida

30) **Applicable Law; Mediation; Arbitration.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

a. Choice Of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this document shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

b. Arbitrable Claims. The parties agree to settle by final and binding arbitration any and all claims and controversies arising out of or relating to Attorney's employment by the Firm, including, but not limited to: (i) any claim involving conduct alleged to be in violation of local, state, or federal statutory or common law; (ii) any contract or tort theories; (iii) any claim arising out of or related to this Agreement, including and not limited to Section 4; and (iv) any claim arising out of or relating to the recruiting, hiring, employment with, and ending of Employee's employment with the Firm, including but not limited to any pre-existing disputes, acts or omissions, known or unknown (collectively "Arbitrable Claims"). All disputes concerning the validity, interpretation, and application of this Agreement, including all disputes whether a claim is subject to arbitration, shall be decided by the arbitrator. This Agreement does not apply to or cover the following claims: (i) claims for workers' compensation benefits, except any claim for retaliation in violation of a workers' compensation law is deemed an Arbitrable Claims; (ii) claims for unemployment compensation benefits; (iii) claims subject to the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act; and (iv) claims based upon a pension or benefit plan that contain an arbitration or other dispute resolution procedure, in which case the provisions of such plan shall apply. Attorney is not waiving the right to file or institute a complaint or charge with any government agency authorized to investigate or resolve employment-related matters (e.g., a charge of discrimination), or any other comparable local, state, or federal agency. Nothing herein shall prohibit a party from obtaining temporary injunctive relief or other provisional judicial relief from the arbitrator or any court of competent jurisdiction if necessary to avoid a breach of the confidentiality provisions detailed in paragraph 3 above. If a party should obtain temporary injunctive relief from a court of competent jurisdiction to avoid a breach of the confidentiality provisions detailed in paragraph 3 above, the arbitrator may later vacate, modify, or make permanent such relief.

c. Arbitration Proceedings. All Arbitrable Claims shall be resolved by binding arbitration conducted pursuant to the Federal Arbitration Act and in accordance with the Employment Arbitration Rules of the American Arbitration Association (the "AAA"). A copy of the AAA's Employment Arbitration Rules may be accessed by clicking the following link: <https://www.adr.org/employment>. The parties agree that before proceeding to arbitration that they will mediate their disputes before a mutually selected mediator. If the parties are unable to mutually select a mediator, then the parties shall jointly request that the AAA appoint a mediator. Any

arbitration shall be conducted by an arbitrator mutually selected by the parties. If the parties are unable to mutually select an arbitrator, the parties shall jointly request that the AAA appoint an arbitrator. All such disputes, controversies or claims shall be conducted by a single arbitrator, unless the parties mutually agree that the arbitration shall be conducted by a panel of three arbitrators. The resolution of the dispute by the arbitrator(s) shall be final, binding, non-appealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitrator(s) may award damages to the prevailing party. The arbitration award shall be in writing and shall include a statement of the reasons for the award. Any arbitration shall take place in Broward County, Florida, in the English language. Except as otherwise provided in this Agreement, as agreed in writing by the parties, or as needed to confirm any arbitration award, the existence or potential existence of an arbitration, the content of the arbitration, the results of the arbitration, and all information disclosed during the arbitration process will be kept confidential to the maximum extent permitted by law.

31) Enforcement; Attorney's Fees.

The Town and Financial Administrator are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any dispute between the Town and Financial Administrator resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such legal proceeding, including attorney's fees and costs incurred at the trial level and on appeal.

32) Compliance with Laws.

Financial Administrator shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing his duties, responsibilities, and obligations pursuant to this Agreement.

33) Miscellaneous.

A. Materiality and Waiver of Breach: Financial Administrator and Town 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.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

B. Financial Administrator warrants and represents that he has not employed or retained any company or person, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, 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.

C. Financial Administrator warrants and represents that by May 2, 2022, Financial Administrator's sole employer shall be the Town of Southwest Ranches. Financial Administrator further warrants and represents that he will disclose any conflict of interest, perceived or otherwise, with any current or future vendor or employee that may be hired by the Town.

D. Drug-Free Workplace. Financial Administrator shall endeavor to maintain a drug-free workplace and shall institute a drug-free workplace policy.

E. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

F. Truth-in-Negotiation Certificate. Signature of this Agreement by Financial Administrator 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.

G. In-Person Attendance. The Town has determined that in-person attendance in the office is required given the nature of work involved. As such, only under extenuating circumstances will the Town consider remote work.

H. Media Inquiries. From time-to-time, newspaper reporters, magazine writers, other media representatives, or authors call individuals in the Town requesting either background or specific comment as to Town issues and matters. It is the desire of the Town that all responses should be centralized. As a result, Financial Administrator shall not disseminate any information about the Town to the media. Media inquiries must be referred to the Town Administrator as the Town's spokesperson, unless delegated otherwise.

I. Town of Southwest Ranches Employee Handbook. This Agreement shall be read in conjunction with the Town's Employee Handbook, which has been attached hereto and is incorporated herein in its entirety as Exhibit "B".

J. This document was reached knowingly and voluntarily and that there was no undue influence, overreaching, collusion, or intimidation. The parties further agree that this document is in their best interest, and that this document is fair, just, and reasonable. The parties acknowledge that in deciding to sign this document, they have not relied on any promises, statements, representations, or commitments, whether spoken or in writing, made to them by any representative of any other party to this document or any other person, except for what is expressly stated in this Agreement. The parties acknowledge that they have had the opportunity to freely consult with attorneys of their own choosing and are fully aware of their rights, responsibilities, and the consequences of the execution prior to signing.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

TOWN OF SOUTHWEST RANCHES

Financial Administrator

Steve Breitzkreuz, Mayor

Emil C. Lopez

Andrew Berns, Town Administrator

Approved as to form

Keith M. Poliakoff, Town Attorney

ACTIVE: 1001.973.001

EXHIBIT “A” Specified Services

Administration

- Attend all regular and special Town meetings
- Attend all meetings requested by Council
- Attend other meetings for the betterment of Town
- Attend meetings to obtain information beneficial for Town
- Provide analysis of recommended policies and actions
- Manage Town services efficiently and effectively
- Manage all Town policies, ordinances and resolutions relating to financial matters
- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in conjunction with the Town Administrator to:

- Prepare annual and manage budget and 5-year capital program
- Prepare all necessary annual financial statements
- Prepare annual State CAFR reports
- Provide all financial and accounting activities
- Provide monthly financial report
- Provide financial advisory services
- Provide for collection of revenue due
- Manage and implement bond issues
- Manage investments of resources
- Manage risk management program
- Prepare various types of purchasing methods, such as, RFP's, RLI's, RFQ's and bids directly pertaining to finance. Assist the Town with the preparation of non-financial RFP's, RLI's, RFQ's and bids
- Assist legal in negotiating agreements for services
- Manage and to seek reimbursement on all FEMA related claims.

Purchasing/Financial

- Provide all purchasing and acquisition activities
- Provide procurement policies and procedures
- Manage and assist in evaluation and selection of vendors
- Oversee and manage Finance Dept. staff
- Work with Dept. Heads to prepare their Budgets.
- Prepare and execute payroll and accounts payable on a regular basis
- Oversee daily recording and deposits of cash receipts.
- Assist external Auditors in performance of annual audit.
- Prepare ad valorem tax rate, reports and TRIM notice.

Communication

- Maintain high level of communication and input to Council
- Manage progressive computer system
- Create excellent local and state relationships



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: Emily Aceti, Community Services Manager
DATE: 4/14/2022
SUBJECT: Purchase Order to Kimley Horn and Associates, Inc. for Transportation Surface and Drainage Ongoing Rehabilitation Study

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015. The Town completed the transportation surface and drainage ongoing rehabilitation (TSDOR) program study in November 2013 by hiring an engineering firm to perform streets condition assessment and develop improvement cost estimates. The program was developed to resurface all 64 miles of public roadway within the Town. To date, the Town has resurfaced approximately 13.5 miles of roadway, including the work that is currently underway.

The Town desires to update the TSDOR program with the goal of preserving and extending

the life of the Town's asphalt paved streets and provide an acceptable level of service on roadside drainage. In order to meet this goal, the Town needs updated information on costs for repaving Town streets, restoring appurtenant roadside swales, and maintaining and repairing pavement and potholes, and re-grading and re-grassing roadside swales.

The Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc. Staff has coordinated and negotiated the scope and related pricing with Kimley Horn and desires to issue a Purchase Order for these respective services in the amount of \$64,456.

Fiscal Impact/Analysis

The Town budgeted \$50,000 for this study in Fiscal Year 2021-2022 adopted budget. A budget amendment to the Fiscal Year 2021-2022 is needed for funding via a transfer from General Fund unassigned Fund Balance to the Transportation fund as follows:

TRANSPORTATION FUND

Expenditure Increase:

Professional Services/Studies/Surveys (101-5100-541-31010)	\$14,456
--	----------

Revenues Increase:

Transfer from General Fund (101-0000-381-38101)	\$14,456
---	----------

GENERAL FUND

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$14,456
--	----------

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)	\$14,456
--	----------

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/25/2022	Resolution
Kimley Proposal	3/25/2022	Backup Material
Kimley Proposal	3/25/2022	Backup Material

RESOLUTION NO. 2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$64,455.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY ASSESSMENT STUDY; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's paved streets; and

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the TSDOR plan subject to annual review and amendment for those roads scheduled for construction five (5) fiscal years and beyond; and

WHEREAS, the Town desires to update the TSDOR program with the goal of preserving and extending the life of the Town's asphalt paved streets and provide an acceptable level of service on roadside drainage utilizing Pavement Condition Index (PCI) Methodology; and

WHEREAS, in order to meet this goal, the Town needs updated information on costs for repaving Town streets, restoring appurtenant roadside swales, and maintaining and repairing pavement and potholes, and re-grading and re-grassing roadside swales; and

WHEREAS, the Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc.; and

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc., for the TSDOR Roadway Assessment Study in the amount of Sixty-Four Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$64,455.00); and

WHEREAS, the Town Council believes that the Purchase Order is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves a Purchase Order with Kimley Horn and Associates, Inc. in the amount Sixty-Four Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$64,455.00) for professional services relating to the TSDOR roadway assessment study, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. The Town Council hereby approves a budget amendment to the Fiscal Year 2021-2022 Town Budget for funding via a transfer from General Fund unassigned Fund Balance to the Transportation Fund as follows:

TRANSPORTATION FUND

Expenditure Increase:

Professional Services/Studies/Surveys (101-5100-541-31010)	\$64,455.00
--	-------------

Revenues Increase:

Transfer from General Fund (101-0000-381-38101)	\$64,455.00
---	-------------

GENERAL FUND

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$64,455.00
--	-------------

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)	\$64,455.00
--	-------------

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 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
1001.975.001

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March 10, 2022

Rod Ley, P.E.
Public Works Director/Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Re: Proposal for the 2022 Roadway Pavement Management System
Southwest Ranches, FL

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), in connection with the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RLI 19-005" is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as "Client" or "Town") to provide professional civil engineering services with the 2022 roadway pavement management system project.

Project Understanding

The Client is interested in engaging Kimley-Horn to undertake a project involving the assessment of approximately 65 centerline miles. Kimley-Horn will review the Town's existing pavement management information and utilize the available data as a basis to define the network limits for the current program. This assessment will result in pavement condition data that can help the Client understand current roadway conditions and prioritize pavement maintenance and repair projects. The proposed assessment includes data collection by Kimley-Horn according to the ASTM D6433 standard methodology. Pavement condition data will be collected and analyzed to provide Pavement Condition Index (PCI) ratings on a scale of 100 (good condition) to 0 (failed condition). PCI ratings can be used to develop pavement maintenance and repair recommendations and identify pavement areas requiring immediate attention. The results of the study are also intended to be analyzed to develop forecasted conditions and a multi-year rehabilitation plan that addresses pavement needs for the full network.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

The limits of evaluation can be found in the Scope Limits Exhibit in **Appendix A**.

TASK 1 – PROJECT INITIATION

Kimley-Horn will coordinate and facilitate a kick-off meeting with the Town upon Notice to Proceed. The purpose of this meeting will be to introduce the participants to the project, review the project scope, and discuss key issues so they can be resolved early in the project planning process.

Deliverables:

1. Minutes from kickoff meeting.

TASK 2 – SYSTEM DEVELOPMENT

The Town's existing pavement management information will be reviewed by Kimley-Horn. The review of the Town's existing roadway system will account for all paved roadways are considered for development in the network definition. The existing documents available defining the Town's pavement network will be utilized as the starting point in defining and updating the pavement network inventory. Pavement segment attributes will be updated to reflect the current network. Typical updates will include segment length, width, area, rank, last major work data, surface type, and last global treatment.

Kimley-Horn will update the pavement system inventory using the existing Geographic Information Systems (GIS) model provided by the Town and will be matched with the spreadsheet documentation from previous iterations of the Pavement Management Program. Kimley-Horn will make updates to the linear segmentation within the Town pavement database or GIS shapefiles. Segment naming and to and from information will be reviewed and updated.

Kimley-Horn will develop a pavement network database using PAVER Version 7 and in accordance with ASTM D6433-20. The PAVER database will be modelled based upon the pavement system inventory and field verification of pavement facilities from data collection. The database will be defined using the inventory system confirmed with the Town. The database will be calibrated as to identify branch identification, section data, and inspection data. The section data will consist of the following: pavement geometry, surface type, and construction history.

Deliverables:

1. Updated GIS Shapefile (Unique Segment ID and associated pavement inventory information) representing pavement segmentation updates
2. Updated Pavement Database/Spreadsheet (Unique Segment ID and associated pavement inventory information)

TASK 3 – DATA COLLECTION

All data collection will be performed during day-time hours by “feet on the ground” method using measuring equipment accurate to the nearest one (1) foot. Inspection will be performed in dry weather conditions. Pavement distress data will be evaluated and inventoried by trained pavement inspectors for the development into PAVER Version 7 software. The pavement inspection process will

locate, identify, and categorize all distresses visible in-field conditions in accordance with ASTM D 6433 for flexible pavements (bituminous asphalt concrete) and rigid pavements (Portland Cement Concrete). Pavement structures such as brick paver or stamped concrete are not part of the ASTM D6433 standard methodology, therefore, should any facilities of this material be encountered, it will be rated subjectively by field personnel.

Sample rate will be at minimum 10% of the overall network area to capture a representative sampling of each segment. Inspection personnel will mark sample units in field with marking paint and inventory representative photographs of the data collection effort.

This task does not include the following additional services:

- Non-Destructive Deflective Testing (NDT)
- Subsurface Geotechnical Exploration (Pavement Cores, Soil Analysis, Material Testing)
- Ground Penetrating Radar (GPR) Exploration
- American with Disabilities Act Code Assessment for sidewalks and or ramps.
- Line of Sight Assessment
- Stormwater Infrastructure (inlets, basins, gutters, structures, swales, ponds, etc.)
- Signage Inventory or Assessment
- Lighting / Visibility Assessment
- Landscape Assessment (Vegetation, Planters, medians, barriers, etc.)
- Pavement Marking Assessment
- Construction Observation

Deliverables:

1. Sample Unit Location Exhibit (PDF)
2. Sample Unit Location (SHP)

TASK 4 – DATA ANALYSIS

Kimley-Horn will utilize PAVER to perform pavement condition index (PCI) analysis at the sample, section, branch, and overall network level. The distresses will be inventoried and discussed as it pertains to the following: quantity, severity, and distress mechanism.

Kimley-Horn will prepare a Pavement Network Condition Map that will depict the condition results at the section level. The map will be based on the GIS development of the Pavement Network Definition; it will be color coded to the ASTM D 6433 rating system and annotated to detail the condition information.

Kimley-Horn will utilize PAVER to develop prediction models. The development of the prediction models will group like pavements that are expected to perform in a similar fashion. Each section will be assigned a condition model and then a future pavement condition index.

Deliverables:

1. Inventory and Condition Summary Table (.xlsx)
2. Predicted Section Pavement Condition Table (.xlsx)

TASK 5 – M&R PLANNING AND BUDGET SCENARIO ANALYSIS

Pavement conditions will be analyzed to determine recommended treatment recommendations and associated cost estimates. Treatment options such as full-depth reconstruction, mill-and-overlay, slurry sealing, and other preventive maintenance treatments like crack sealing and patching will be considered, along with other treatments that the Client may have found success using in the past.

Kimley-Horn will perform maintenance, repair, rehabilitation, and reconstruction analysis based on current and future PCI Conditions. Kimley-Horn will evaluate the following scenarios:

1. Unlimited Budget – Identify all current projects based on Critical PCI Criteria
2. Constrained Budget – Based on current City maintenance budget
3. Minimum PCI Budget – Based on Serviceable/Minimum PCI Criteria

Kimley-Horn will provide reporting for the M&R activities identified for each scenario and the planning level opinion of costs. Project planning costs will include costs associated with the Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR). As part of the analysis, the effects of the M&R on PCI will be evaluated. Construction types and unit costs (SF) will be provided from the Town. If no information is available, then construction types and unit costs will be informed from the previous study with an annual inflation of 4% applied. Ultimately, Kimley-Horn will provide a multi-year rehabilitation plan to address the pavement needs for the full network based on the analysis and necessary priority input from the Town.

Deliverables:

1. Multi-Year Maintenance, Repair, and Major Rehabilitation recommendations under budget scenarios Summary List

TASK 6 – FINAL REPORT

Kimley-Horn will prepare a Final Report. This report will describe the project methodology, network inventory, work history analytics, condition analysis, distress analysis, performance modeling, M&R policy, M&R opinion of probable planning level costs, and M&R recommendations. The Final Report will identify the Pavement Management Program plan for maintenance, repair, and major rehabilitation. The M&R Plan will include treatment activity, inspection-repair schedule, graphical area, and opinion of probable planning costs. Kimley-Horn will meet with the City to review the report and respond to one (1) round of revisions.

Kimley-Horn will develop a succinct presentation using PowerPoint to present results of the study to the Client. Kimley-Horn will respond to one (1) round of revisions from the Client. Two (2) professionals from Kimley-Horn will attend up to three (3) meetings to present the results from the Pavement Management Program.

Deliverables:

1. Technical Report
2. PowerPoint slides for presentation
3. Attendance of up to three (3) meetings by two (2) professionals

OTHER ESSENTIAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our current hourly rates. Other essential pavement management and design services we can provide include, but are not limited to, the following:

- Geotechnical investigations, including coring and boring
- Ground-penetrating radar (GPR) investigations
- Non-destructive testing (NDT)
- Structural inspections on bridges / parking decks
- Pavement design services
- Asset inventory of non-roadway features (sidewalks, curb and gutter, signs, etc.)
- Database for Roadway Inventory Visualization and Evaluation (DRIVE) software implementation

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Record drawings including dates for completed work
- Maintenance activities and construction unit costs (\$/SF)
- Roadway pavement priority ranking
- Geotechnical information
- AADT and/or functional class data
- Existing GIS data for the project area
- And any other data pertaining to the project

SCHEDULE

The Consultant will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 6 for the Lump Sum Fee of **\$64,455** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	FEE
1	Project Initiation	\$ 1,625
2	System Development	\$ 6,050
3	Data Collection	\$ 27,530
4	Data Analysis	\$ 6,050
5	Maintenance and Repair Plan	\$ 12,600
6	Technical Report and Presentation	\$ 10,600

	LUMP SUM FEE	\$ 64,455
--	---------------------	------------------

If authorized by the Town, additional service will be billed hourly as needed.

CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RLI 19-005" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Project Manager



Gary R. Ratay, P.E.
Vice President

Appendix A

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

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KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Consultant a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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FUNDED

Town of Southwest Ranches, Florida

FY 2022 Program Modification

page 1 of 2

Transportation Surface Drainage and Ongoing Rehabilitation (TSDOR) Program Study Update

Department Name	Division Name	Fund	Priority	Fiscal Impact
Public Works	Engineering	Transportation	2	\$50,000

Justification and Description

The Town of Southwest Ranches completed the transportation surface and drainage ongoing rehabilitation (TSDOR) program study in November 2013 by hiring King Engineering Associates to perform a streets condition assessment and develop improvement cost estimates. The program was developed to resurface all 64 miles of public roadway within the Town. To date, the Town has resurfaced 7.73 miles as detailed below.

Prior to FY 2021, before the availability of Mobility Advancement Project funding, as per the direction of the Drainage and Infrastructure Advisory Board (DIAB), the TSDOR program annual budget was revised and capped at a not to exceed amount of \$495,000 which includes a 10% contingency (or \$45,000), if necessary, that would serve to replenish the TSDOR contingency reserve set at a target minimum amount of \$200,000. Based on this direction, the TSDOR program schedule has been extended to a 25+ year period, and the amount available in the contingency reserve fluctuates depending on the actual cost of construction and approved project delivery method.

As you can see from the table below, the actual costs of each year are much higher than the study's projected estimated costs.

Year	Roads	# of Miles	Status	Surveying / Design Cost	Construction Cost	Total Actual Cost	Original Study Estimated Cost
1	SW 205 Avenue, SW 208 Avenue, SW 209 Avenue, SW 210 Avenue	2.28	Completed FY 2016	\$80,640	\$524,442	\$605,082	\$376,700
2 & 3	Appaloosa Trail, Melaleuca Road, SW 56th Street, SW 128th Avenue	2.95	Completed FY 2018	\$129,585	\$703,760	\$833,345	\$503,300
4 & 5	SW 188 th Avenue and Side Streets	2.50	Completed FY 2020	\$135,565	\$1,069,655	\$1,205,220	\$448,000
6	SW 202 nd Avenue, SW 201 st Terrace, SW 199 th Avenue, and SW 196 th Lane	3.28	TBD	\$90,410	TBD	TBD	\$555,600

35(a)

FUNDED

Town of Southwest Ranches, Florida

FY 2022 Program Modification

page 2 of 2

Transportation Surface Drainage and Ongoing Rehabilitation (TSDOR) Program Study Update

Department Name	Division Name	Fund	Priority	Fiscal Impact
Public Works	Engineering	Transportation	2	\$50,000

Alternative/Adverse Impacts if not funded:

Due to the increased costs, the Town has had to defer construction projects for a year and combine the totals of two fiscal year appropriations in order to get the outlined projects in the original TSDOR study constructed.

Based on the extended TSDOR program life cycle, the Town desires to update the original TSDOR study and incorporate new empirical data to outline a more accurate program schedule. It is paramount that the Town have the most accurate cost data possible to create a program life cycle that will successfully preserve and extend the life of the Town's asphalt paved streets while also providing an acceptable level of service. Without a more accurate study, it would become arduous to track the TSDOR program successfully and budgeting for future projects would become increasingly more difficult.

To meet these goals, the Town needs to hire an engineering firm to review the streets condition assessment and update the estimated improvement cost estimate. The consultant will utilize actual construction costs along with estimated future costs for all necessary disciplines and services and market considerations to create a more realistic and comprehensive program. The adopted cost is estimated by the Town Engineer.

Required Resources

Line item	Title or Description of request	Cost
101-5100-541-31010	TSDOR Program Study Update	\$50,000

35(b)



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
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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: Emily Aceti, Community Services Manager
DATE: 4/14/2022
SUBJECT: Support Resolution for Federal Community Project Funding Request

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The House Appropriations Committee announced that the Committee will accept requests for community project funding (CPF), formerly known as earmarks, for the Fiscal Year 2023 appropriations process. Through the new CPF program, Members of Congress will be able to request direct funding for specific entities and projects in their districts to serve the public good and ensure that taxpayers get a greater say in the federal spending process.

Per the new rules enforced by the Committee, each Member of the House may only submit a total of 15 CPF requests across all subcommittees for Fiscal Year 2023. Therefore, our Congresswoman will not be able to accommodate every request she receives. Therefore, a Resolution of support for the Town's project will strengthen our project.

Southwest Meadows Sanctuary Drainage and Water Quality Project Description

During storm events, Dykes Road (SW 160th Avenue) becomes flooded and is frequently impassable and the Town has been forced to close roads and reroute traffic. This roadway primarily serves as a bypass for cut-through traffic originating from the Town of Davie, City of Weston, and City of Pembroke Pines. During the rainy season, this arterial is often compromised due to high staging storm events and creates significant hardship for the entire community. The implementation of this drainage project will remove flood waters from roadways thereby reducing the risk of accidents, flood related damage, and personal injury.

The purpose of this Southwest Meadows Sanctuary Drainage and Water Quality Project is multi-faceted, with one objective set to reduce stormwater staging on both Griffin Road and Dykes Road, and the other to significantly improve water quality by reducing the amount of nutrients that get introduced into our primary and secondary canals.

This project includes installing catch basins and piping along Dykes Road (SW 160th Avenue) to remove stormwater from State Road 818 (Griffin Road). Water will be directed west into the 22-acre Southwest Meadows Sanctuary Park through a pipe and into a swale. The water will be treated through a newly created three-acre wetland area. The wetland will serve to reduce nutrient loading and provide flood control while acting as a wildlife habitat.

Upon completion, this project will connect the northern end of the Ivanhoe Lake system through the park directly west through culvert pipes installed under SW 160th Avenue, SW 163rd Avenue, and a single residential property, which is adjacent to an existing canal that flows into the SBDD S8 Pump Station and discharges into the SFWMD's Primary C-11 Drainage Canal before direct discharge into the adjacent Everglades Water Conservation Area 3A.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Support of Federal Community Project Funding - TA Approved	4/5/2022	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SOUTHWEST MEADOWS SANCTUARY DRAINAGE AND WATER QUALITY PROJECT TO CONGRESSWOMAN WASSERMAN SCHULTZ TO BE CONSIDERED TO FOR FISCAL YEAR 2023 COMMUNITY PROJECT FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the House Appropriations Committee announced that the Committee will accept requests for community project funding (CPF), formerly known as earmarks, for the Fiscal Year 2023 appropriations process; and

WHEREAS, through the new CPF program, Members of Congress will be able to request direct funding for specific entities in their districts to serve the public good and ensure that taxpayers get a greater say in the federal spending process; and

WHEREAS, the purpose of the Southwest Meadows Sanctuary Drainage and Water Quality Project is multi-faceted, with one objective set to reduce stormwater staging on both Griffin Road and Dykes Road, and the other to significantly improve water quality by reducing the amount of nutrients that get introduced into our primary and secondary canals; and

WHEREAS, officials of the Town of Southwest Ranches feel that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, Southwest Meadows Sanctuary Drainage and Water Quality Project will be constructed within the Town of Southwest Ranches; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Southwest Meadows Sanctuary Drainage and Water Quality Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Southwest Meadows Sanctuary Drainage and Water Quality Project specified herein for federal community project funding consideration.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary 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
1001.1002.01



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

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Town Council
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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: Emily Aceti, Community Services Manager
DATE: 4/14/2022
SUBJECT: Support Resolution for Town's Broward County Surtax Capital Project
Application: SW 185th Way / SW 186th Avenue Traffic Calming

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

Broward County has limited the eligibility requirements for Municipal Capital Projects to three criteria:

- Traffic Calming
- New Roadway or Bridge
- Widen Existing Roadway or Bridge

If a submitted project includes an element above, then these additional transportation-related improvements can be included in the project:

- ADA Accommodations
- Bicycle Lanes
- Drainage
- Guardrails
- Landscaping
- Sidewalks
- Signage
- Sound Walls
- Street Lighting

Staff has identified the following project that is eligible for consideration. A resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars. The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All project elements will be constructed within the Town of Southwest Ranches right-of-way. The project will be submitted in three phases: Planning, Design, then Construction.

SW 185th Way / SW 186th Avenue Traffic Calming

The residents of a portion of the Town generally bounded by Griffin Road to the north, Sheridan Street to the south, along SW 185th Way / SW 186th Avenue have expressed their concerns to Town staff and officials relative to traffic volumes and speeds within their neighborhood. As a result, the Town elected to conduct several public meetings / workshops to discuss the issues and concerns of their residents. The Town also decided to conduct an independent traffic study in 2014 to evaluate the subject study area with respect to traffic volumes, speeds and potential mitigation measures. This data needs to be updated and reevaluated. A proper stormwater collection and conveyance system also needs to be constructed to ensure that water within the right-of-way is conveyed properly. The Planning Phase of this project includes data collection of traffic counts and speeds, resident input, and establishment of the methodology moving forward to consider items such as:

- § Speed Humps
- § Existing speed humps to be better signed and marked
- § Traffic Chokers to narrow the travel lanes and add landscaping
- § Drainage Conveyance System

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description

SW 185th SW 186th Resolution - TA Approved

Upload Date

4/6/2022

Type

Resolution

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RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 185TH WAY / SW 186TH AVENUE TRAFFIC CALMING PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, the Town Council of the Town of Southwest Ranches finds that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, the SW 185th Way / SW 186th Avenue Traffic Calming will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the SW 185th Way / SW 186th Avenue Traffic Calming Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the SW 185th Way / SW 186th Avenue Traffic Calming Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary 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
1001.1006.01



Town of Southwest Ranches
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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: Emily Aceti, Community Services Manager
DATE: 4/14/2022
SUBJECT: Support Resolution for Town's Broward County Surtax Capital Project
Application: Dykes Road Roadway Capacity and Drainage Improvements

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

Broward County has limited the eligibility requirements for Municipal Capital Projects to three criteria:

- Traffic Calming

- New Roadway or Bridge
- Widen Existing Roadway or Bridge

If a submitted project includes an element above, then these additional transportation-related improvements can be included in the project:

- ADA Accommodations
- Bicycle Lanes
- Drainage
- Guardrails
- Landscaping
- Sidewalks
- Signage
- Sound Walls
- Street Lighting

Staff has identified the following project that is eligible for consideration. A resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars. The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All project elements will be constructed within the Town of Southwest Ranches right-of-way. The project will be submitted in three phases: Planning, Design, then Construction.

Dykes Road Roadway Capacity and Drainage Improvements

Dykes Road is a two-lane arterial roadway within Southwest Ranches and serves as an emergency access route during natural disasters, with direct access to I-75 from both Griffin Road and Sheridan Street. The Town desires to install turn lanes to increase the level of service. The benefits of the project will also be to significantly reduce flooding within Dykes Road during moderate rainfall events. Currently, the roadway is prone to extensive and prolonged flooding due to the lack of positive drainage connections.

The Planning Phase of this project includes data collection of traffic counts and speeds, resident input, and establishment of the methodology moving forward.

Fiscal Impact/Analysis

None

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
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RESOLUTION 2022-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD ROADWAY CAPACITY AND DRAINAGE IMPROVEMENTS PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, the Town Council of the Town of Southwest Ranches finds that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, the Dykes Road Roadway Capacity and Drainage Improvements will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Dykes Road Roadway Capacity and Drainage Improvements Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Dykes Road Roadway Capacity and Drainage Improvements Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary 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
1001.1007.01



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: Emily Aceti, Community Services Manager
DATE: 4/14/2022
SUBJECT: Support Resolution for Town's Broward County Surtax Capital Project
Application: Green Meadows Traffic Calming and Drainage

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

Broward County has limited the eligibility requirements for Municipal Capital Projects to three criteria:

- Traffic Calming

- New Roadway or Bridge
- Widen Existing Roadway or Bridge

If a submitted project includes an element above, then these additional transportation-related improvements can be included in the project:

- ADA Accommodations
- Bicycle Lanes
- Drainage
- Guardrails
- Landscaping
- Sidewalks
- Signage
- Sound Walls
- Street Lighting

Staff has identified the following project that is eligible for consideration. A resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars. The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All project elements will be constructed within the Town of Southwest Ranches right-of-way. The project will be submitted in three phases: Planning, Design, then Construction.

Green Meadows Traffic Calming and Drainage

The residents located along SW 162nd Avenue, SW 163rd Avenue, SW 164th Terrace, and SW 166th Avenue in the Green Meadows neighborhood have expressed their concerns to Town staff and officials relative to traffic volumes and speeds within their neighborhood. During significant storm events, stormwater runoff floods the area. Constructing a stormwater conveyance system in the right-of-way will improve the level of service of the roadways during storm events. The Planning Phase of this project includes data collection of traffic counts and speeds, resident input, and establishment of the methodology moving forward to consider items such as:

- § Speed Humps
- § Existing speed humps to be better signed and marked
- § Traffic Chokers to narrow the travel lanes and add landscaping
- § Drainage Conveyance System

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Green Meadows Resolution - TA Approved	4/7/2022	Resolution

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RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS TRAFFIC CALMING AND DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, the Town Council of the Town of Southwest Ranches finds that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, the Green Meadows Traffic Calming and Drainage Project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of the Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Green Meadows Traffic Calming and Drainage Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Green Meadows Traffic Calming and Drainage Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary 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
1001.1005.01

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 10, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Presentation – Waste Pro Update – Russell Mackie and Tim Mooney

Waste Pro President Russell Mackie gave an update on conditions in the waste industry and some of the challenges Waste Pro is facing.

4. Public Comment

The following members of the public addressed the Town Council: Pavitpaul Makkar, Joseph Altschul, Newell Hollingsworth, Ruben Alen, Marianne Allen and Jason Halberg.

5. Board Reports

Joseph Altschul Chair of the Comprehensive Plan Advisory Board spoke about the Rural Ranches Plus item that was sent back the advisory board by the Town Council.

George Morris, Chair of the Drainage and Infrastructure Advisory Board and Southwest Ranches Parks Foundation board member, spoke about losing a member of the board and advised the Town Council the results of the election of officers. He also spoke of the upcoming Farmer's Market and other events planned to take place.

6. Council Member Comments

Vice Mayor Jablonski spoke about the upcoming events happening in Southwest Ranches such as, the Easter Egg Hunt at Rolling Oaks Park and the Unity in Diversity 5k. He also reminded the public the Southwest Ranches scholarship application is on the website to be downloaded and submitted. The Parks, Recreation, Forestry and Natural Resources advisory board met on March 8th and discussed naming the Town's 5-acre parcel, "The Green Meadows Preserve" as suggested by Vice Mayor Jablonski. Town Administrator Berns clarified the name that was discussed and settled on was, "The Southwest Meadows Preserve". Lastly, he indicated that Marie Nix had moved away from the Town and had to resign from the Parks, Recreation, Forestry and Natural Resources advisory board (PRFNAB). She recently moved back into Town and expressed her desire to be placed back on the PRFNAB. Vice Mayor Jablonski recommended she be placed back on the advisory board as an at-large member.

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

MOTION: TO PLACE MARIE NIX BACK ON THE PARKS, RECREATION, FORESTRY AND NATURAL RESOURCES ADVISORY BOARD (PRFNAB) AS AN AT-LARGE MEMBER.

Council Member Hartmann spoke about Quasi-Judicial proceedings, the Town Council's role within the process and who they can and cannot speak with prior to the hearing. He spoke about his attendance at the Broward County Metropolitan Planning (MPO) meeting earlier in the day and the items that were discussed.

Council Member Kuczenski spoke about the Bonaventure Bridge on Griffin Road that crosses the C-11 canal that he would like to see a designated equestrian path crossing. He stated he's making headway with the Town of Weston for a favorable outcome. He spoke about the drainage projects throughout the Town that are funded by the Transportation, Surface, Drainage & Ongoing Rehabilitation (TSDOR) program and how well they are going. He spoke about the dangers of selling items online and to never complete the transaction at personal residences. Council Member Kuczenski also advised if a resident is going out of Town, notify Davie Police and request a vacation extra watch and they will drive by the place of residence extra times per day. Last, he advised the residents to log onto the Broward Supervisor of Elections website every so often to make sure their personal information and voting status are correct.

Council Member Allbritton advised the Public Safety and Traffic Committee meetings are the first Tuesday of every month and he encouraged people to attend. He also advised he is making headway in reforming the Green Meadows HOA. He spoke about the Broward League of Cities and the funding that is available for needed projects around the Town. He spoke about the legislative bills that are up for vote in Tallahassee that could threaten Home Rule for municipalities. Last he spoke about the Gary Poliakoff Founders Trailside Park and the mural that is being painted along the wall behind the park. The artist was chosen by the Rural Public Arts Advisory Board to paint six (6) panels and he is excited to see the finished product.

Mayor Breitzkreuz also spoke about Home Rule and how it is being obliterated by Tallahassee. Next, he asked Town Administrator Berns to intervene in an issue between a Town Contractor and resident. He spoke about the things he learned at the solid waste community workshop concerning solid waste that was held on February 26th. He spoke about getting a consensus from the Town Council regarding bulk pick up collection and what is and is not being picked up such as landscaping and construction debris and have it placed directly in the new contract. He then asked the Town Council what they thought, and a discussion ensued. Town Administrator Berns suggested surveying the surrounding municipalities regarding landscape debris removal services to get an idea of how they are handling the issue. After the discussion, Mayor Breitzkreuz felt looking into the landscape debris issue was a good idea and to keep discussing the construction debris issue to see if they can come up with a solution. Last, he announced the opening of the very first Farmer's Market on March 19th.

7. Legal Comments

Town Attorney Poliakoff addressed the landscape and construction debris issue and he suggested that once all the data is in from the survey, then he would like to sit down with Mayor Breitreuz and work on drafting language. Next, he clarified for the public what Rural Ranches Plus was meant to accomplish. It was to create a new zoning category, it was never linked directly to a specific property and to date, there are no pending applications. He addressed questions and statements that were stated during the public comment portion of the meeting. Town Attorney Poliakoff attended Birdie Knight's memorial service and stated it was an honor to attend and credited December Lauretano-Haines and the Town on the phenomenal job putting it together. Last, he spoke about the development of the former CCA property. Two applicants that came forward were reviewed by the selection committee and negotiations have begun with the first ranked applicant.

8. Administration Comments

Town Administrator Berns spoke about tires that have been dumped throughout the Town and Code Enforcement Director Medina did a sweep and collected 26 tires of various sizes. He then read an email that was sent earlier in the evening by Russell Mackie of WastePro to his employees as well as himself which detailed the issues the Town had been having with WastePro. Last, Town Administrator Berns spoke about three drainage project requests in the amount of \$1.5 million that are pending approval by the Governor's Office.

Town Attorney Poliakoff then asked the Council if they would consider moving item 12 to be discussed prior to item 9.

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

MOTION: TO MOVE DISCUSSION ITEM 12 PRIOR TO ITEM 9.

12. Proposed Charter Review Amendments Discussion

Assistant Town Administrator Muñiz reviewed the recommended modifications to the Town Charter that the Charter Review Committee identified which were as follows:

- Section 9 was moved from the end to the beginning to create section 1.01, Creation and Establishment of Town.
- Section 1.01 became section 1.02 and the proposed changes within to convey the essence of the Town.
- Section 2.04, proposed language changes, Mayors residency requirements.
- Subsection b of section 2.04, proposed language changes, Town Council residency requirements. A discussion ensued and the consensus was, "prior to serving on the Town Council, the candidate must live in the Town for at least two (2) years and prior to becoming Mayor, the candidate must serve on the Town Council for at least one (1) term".
- Section 3.03a, proposed language changes regarding nepotism.

- Section 3.06, proposed language regarding who establishes the duties of the Town Clerk.
- Section 3.07, proposed language changes regarding the Town Attorney representing the Town Council on outside matters not having to do with the Town.
- Section 6.01, proposed language changes regarding removing unnecessary language about elections, which prompted an in-depth discussion.
- Section 6.01(h), proposed language changes regarding the oath of office.
- Section 7.02c, proposed language changes regarding election results.
- Section 7.03, proposed language change, appointment of the Charter Review Committee and changing the frequency of the Charter Review from once every four years to once every ten years following the results of the census have been released.
- Section 8.08b, proposed language changes to Board and Committees to include, "All appointees shall be qualified electors of the Town".
- Section 9.01 suggested to be relocated to the beginning of the Charter and changed to Section 1.01.
- The remaining sections of the Charter were suggested to be stricken because it no longer applies. Town Attorney Poliakoff suggested to wait until the 2024 election to place one question on the ballot to remove antiquated language in the Charter.

Assistant Town Administrator Muñiz thanked the Charter Review Committee for their efforts in reviewing the Charter. Mayor Breitzkreuz then suggested another change regarding the filling of a vacancy in an emergency situation. Town Attorney Poliakoff recommended the following Charter changes be placed on the 2024 ballot: a) language cleanup, b) 60% election certification and c) removing remaining sections of the Charter as they no longer apply. He then clarified with the Mayor and Town Council the three (3) items to be placed on the 2022 ballot will be: a) the charter review will occur every ten (10) years following the results of the Census, b) changing language to allow the Town Council to fill a vacancy in an emergency situation, and c) residency requirements for both the Mayor (possibly 4-5 years) and Town Council (2 years) as well as possibly having to serve a term as a council member before being able to run for Mayor. The Mayor and the Town Council agreed.

Ordinance – 2nd Reading

9. 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} STAFF REQUESTING A TABLING TO MARCH 24, 2022**

THIS ITEM WAS WITHDRAWN.

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.

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

MOTION: TO APPROVE THE RESOLUTION.

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.

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

MOTION: TO APPROVE THE RESOLUTION.

13. American Rescue Plan Act (ARPA) Funding – Project Priority List Discussion

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

MOTION: TO TABLE ITEM TO THE MARCH 24, 2022 TOWN COUNCIL REGULAR MEETING.

14. Adjournment

Meeting was adjourned at 10:54 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of April 2022.

Steve Breitkreuz, Mayor

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