



Southwest Ranches Town Council

REGULAR MEETING Agenda of April 28, 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. **County Commissioner Steve Geller - District 5 Update**
4. **IIMC Municipal Clerks Week**
5. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
6. **Board Reports**
7. **Council Member Comments**
8. **Legal Comments**
9. **Administration Comments**

Ordinance - 2nd Reading

10. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, 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. {Approved on First Reading - April 14, 2022}**
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. {Approved on First Reading - April 14, 2022}

Ordinance - 1st Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE DATE.

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2022 AMENDMENTS TO THE TWO (2) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES 2021 URBAN AND COMMUNITY FORESTRY PROGRAM TO RECEIVE THIRTEEN THOUSAND DOLLARS AND ZERO CENTS (\$13,000.00) TO SUPPLEMENT THE CALUSA CORNERS PARK NATIVE PLANTING PROJECT AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; 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, PROVIDING FOR AN AMENDED AND COMPREHENSIVE FEE SCHEDULE FOR BUILDING PERMIT FEES, ENGINEERING FEES, FIRE FEES, PLANNING FEES, AND

**ZONING FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS;
AND TO INCLUDE ADMINISTRATIVE, TRAINING AND TECHNOLOGY
FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF
SOUTHWEST RANCHES AND SEPI ENGINEERING &
CONSTRUCTION, INC. AGREEMENT; EXTENDING THE AGREEMENT
FOR AN ADDITIONAL THREE (3) YEAR TERM; AUTHORIZING MAYOR,
THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO
EXECUTE THE NEW AGREEMENT WITH SEPI ENGINEERING &
CONSTRUCTION, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

17. Approval of Minutes

- a. March 24, 2022 Regular Minutes**

18. Appointments

- a. 2022-2023 Broward League of Cities Board of Director
Appointments**

19. 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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Proclamation

53rd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, _____, Mayor of _____, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, _____ and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2022

Mayor

Attest: _____

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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: 4/28/2022
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.

Item was approved on first reading April 14, 2022 subject to allowing Town Council Members to speak with Town planner and if legal questions arose having those legal questions responded to in writing by the Town Attorney and provided to all Town Council Members.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Ex Parte Ordinance - Amended for 2nd Reading - TA Approved	4/21/2022	Ordinance

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

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

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. * * *

(E) *Communications with Town Planning Director and Town Attorney.* On Quasi-Judicial matters, Councilmember communications with Town staff shall be limited to the Town's Planner and the Town Attorney. Any communication by a Councilmember with the Town Attorney shall be redacted to writing by the Town Attorney and shall be made part of the record unless the Town Attorney reasonably believes that such attorney client communication would open the Town to liability, in which case such discussion shall remain confidential.

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]

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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

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13400 Griffin Road
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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: 4/28/2022
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.

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:

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)

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

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

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 _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitzkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

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13400 Griffin Road
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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 4/28/2022
SUBJECT: New Town Council Districts

Recommendation

Town Council consideration for a motion to approve the Ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Section 2.04 (b) of the Town's Charter provides for the Town to be broken into four (4) residential districts, which shall be as nearly equal in population as practicable. These four (4) residential districts are to be reviewed and possibly redrawn based upon the results of the decennial census.

As a result of the 2000 census, on June 14, 2001, the Town adopted its first residential districts pursuant to Resolution No. 2001-70. As a result of the 2010 census, on September 22, 2011, the Town amended the four residential districts pursuant to Ordinance 2011-014.

Pursuant to an approved agreement with Scott Burton-Rodriguez, d/b/a Empire Consultants for consulting services relating to the review and the analysis of the 2020 census data and the Town's four residential election districts, presentations and a discussion of options were debated by the Town Council at the February 24, March 24, and April 14, 2022 Town Council Meetings.

After an extensive review of the consultant's analysis and findings, all at publicly noticed meetings, the Town Council carefully considered seven possible redistricting scenarios in response to the population changes in the Town. After carefully examining the seven possible redistricting scenarios, the Town Council finds that Scenario 4A, attached hereto as Exhibit "A" and incorporated herein by reference, divides the Town into four compact residential election districts as nearly equal in population as practicable, and is in the best interest of the health, safety, and welfare of the Town.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Redistricting Option 4A - TA Approved	4/18/2022	Ordinance
Exhibit A - Redistricting Option 4A	4/18/2022	Ordinance

ORDINANCE NO. 2022 – XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.04 (b) of the Town's Charter provides for the Town to be broken into four (4) residential districts, which shall be as nearly equal in population as practicable; and

WHEREAS, these four (4) four residential districts are to be reviewed and possibly redrawn based upon the results of the decennial census; and

WHEREAS, as a result of the 2000 census, on June 14, 2001, the Town adopted its first residential districts pursuant to Resolution No. 2001-70; and

WHEREAS, as a result of the 2010 census, on September 22, 2011, the Town amended the four residential districts pursuant to Ordinance 2011-014; and

WHEREAS, pursuant to an approved agreement with Scott Burton-Rodriguez, d/b/a Empire Consultants for consulting services relating to the review and the analysis of the 2020 census data and the Town's four residential election districts, presentations and a discussion of options were debated by the Town Council at the February 24, March 24, and April 14, 2022 Town Council Meetings; and

WHEREAS, after an extensive review of the consultant's analysis and findings, all at publicly noticed meetings, the Town Council carefully considered seven possible redistricting scenarios in response to the population changes in the Town; and

WHEREAS, after carefully examining the seven possible redistricting scenarios, the Town Council finds that Scenario 4A, attached hereto as Exhibit "A" and incorporated herein by reference, divides the Town into four compact residential election districts as nearly equal in population as practicable, and is in the best interest of the health, safety, and welfare of the Town.

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

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

Section 2: In accordance with Section 2.04 (b) of the Town's Charter, following an extensive review of the 2020 census data, and a complete review of the Town's population changes, and residential election district options, the Town Council hereby selects Scenario 4A, as attached hereto and incorporated herein by reference as Exhibit "A", to represent the defined boundaries of the four residential election districts of the Town.

Section 3: The Town hereby repeals Ordinance No. 2011-14, and establishes four newly revised election districts, which have been created prior to the qualifying period for the municipal election of 2022.

Section 4: **Conflicts.** 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 5: **Severability.** If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property or circumstance.

Section 6: **Inclusion in Code.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7: **Effective Date.** This Ordinance shall be effective immediately upon its adoption.

[Signatures on Next Page]

PASSED ON FIRST READING this 28th day of April, 2022 on a motion made
by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this 12th day of May,
2022 on a motion made by _____ and seconded
by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.1010.01

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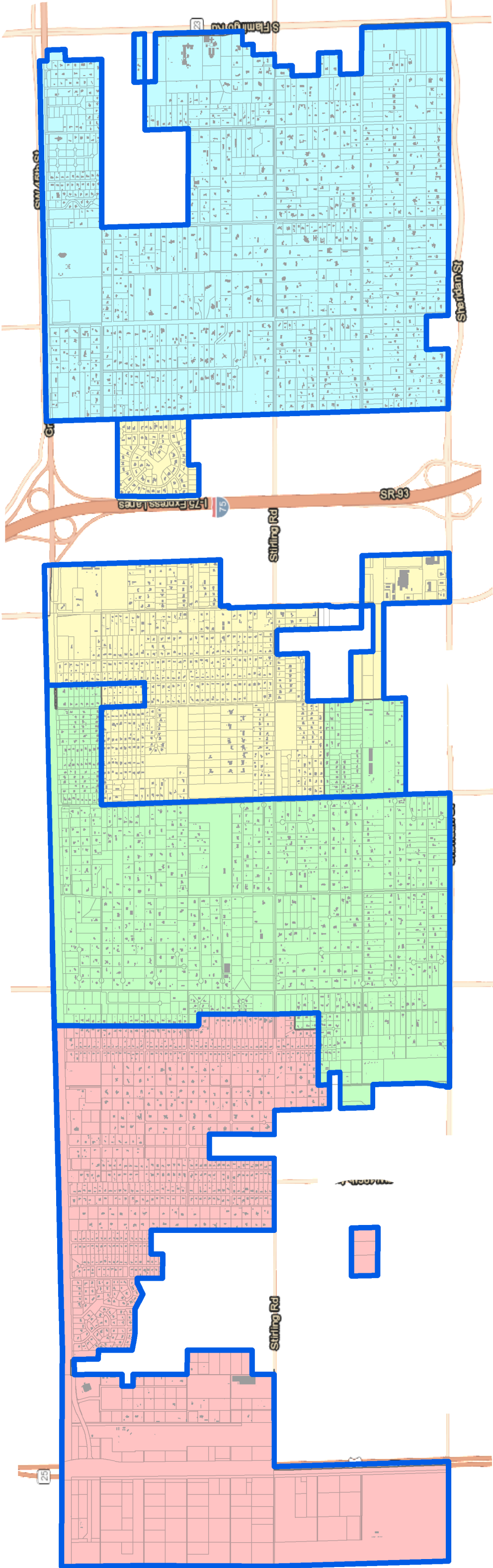
PLAN 04-A

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%		

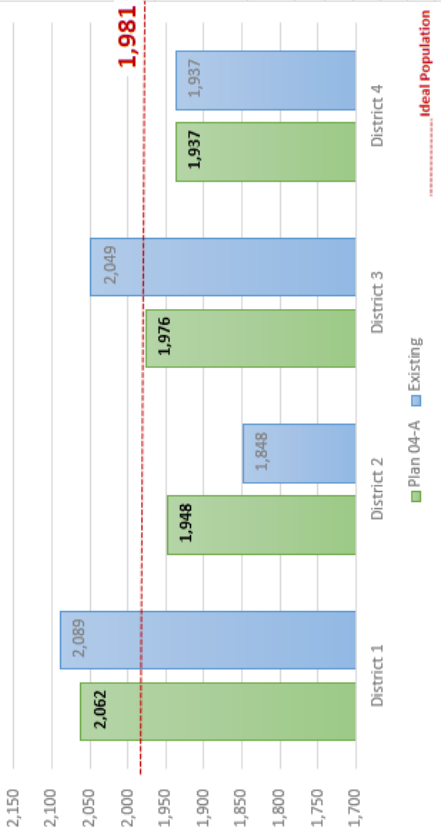
Legend

Existing Council Districts

District

- D1
- D2
- D3
- D4

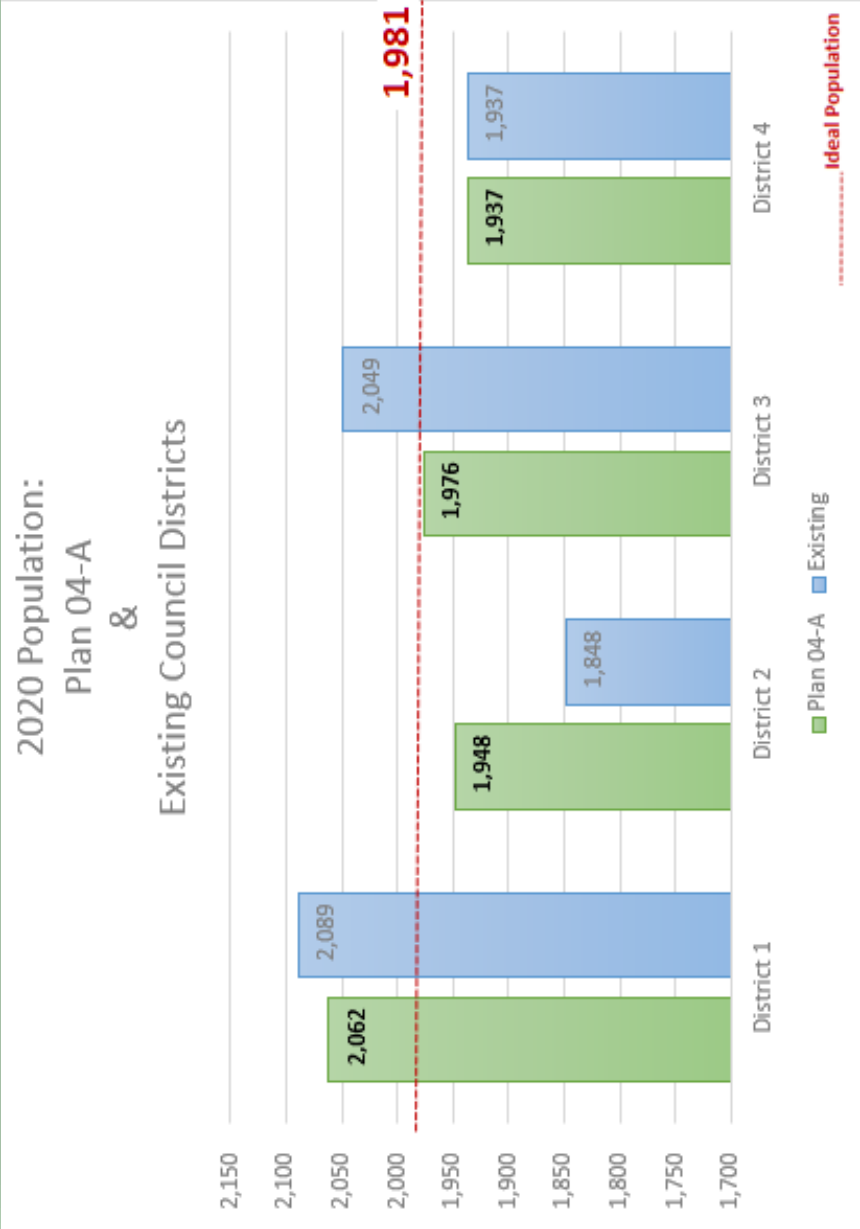
2020 Population:
Plan 04-A
&
Existing Council Districts



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 Mean²	3.0%		





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: 4/28/2022
SUBJECT: Gas Tax Agreements

Recommendation

Town Council consideration of a motion to approve the resolution incorporating two 2022 amendments to Broward County Interlocal Agreements (Exhibit 1, and 2) for the distribution of Fiscal Year 2023 gas tax revenue.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Currently, the Town of Southwest Ranches receives gas tax revenue via three Interlocal Agreements with Broward County, which collects gas tax, on behalf of the municipalities, from the sale of every gallon of motor fuel and special fuel sold in Broward County. These proceeds are then redistributed to all participating municipalities within the County based upon individual municipal populations. Each of these agreements provides that the rates for redistribution of proceeds shall be adjusted annually based upon the population figures listed in the current "Florida Estimates of Population" as published by the Bureau of Economics and Business Research, Population Division, University of Florida. Due to the renewal of the six

cent local option gas tax in 2018 for a 30 year renewal period no execution of that agreement is necessary. The Town is now only required to execute two interlocal agreements annually for the distribution of the "additional" and "transit gas tax" agreements.

The two interlocal Agreements and amendments described below pertain to the second local option gas tax representing five cents in total gas tax revenues:

1. The "additional" local option gas tax agreement adopted in 1994 now provides for Cities to receive 51.27% of three cents of five cents in total gas tax revenue. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.

2. The "transit gas tax" agreement adopted in 2001 provides for Cities to receive 26% of the proceeds of one cent of five cents in total gas tax revenue. This amendment includes adjustments to each City's percentage share based on updated population figures.

This resolution and the attached Interlocal Agreements serve to continue this important revenue stream to the Town.

Fiscal Impact/Analysis

Below are the projected and historical percentage rates calculated by the County based upon the Town's population:

	<u>Fiscal Year 2021-2022</u>	<u>Fiscal Year 2022-2023</u>
Estimated Town Population	7,786	7,675
Broward County Population	1,932,212	1,955,375
Additional Local Option Gas Tax	0.208254%	0.203012%
Transit Local Option Gas Tax	0.105609%	0.102951%

The Town's estimated population **decreased** to 7,675 from 7,704. Accordingly, the Town's estimated population percentage **decrease** of **1.42%** was less than the overall Broward County municipal population percentage **increase** of **1.19%**. Therefore, the Town's shared percentage decreased on a year to year basis in accordance with the above table. Additionally, annual proceeds vary based on actual gasoline consumption within Broward County. However, assuming no change in consumption, it is estimated that the total of the additional local option gas tax and transit local option gas taxes will decrease approximately **\$1,415** in Fiscal Year 2022-2023.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_Gas_Tax_Agreements_2022 -TA Approved	4/21/2022	Resolution
GASTAX3_2022 Amendment ex 1 - SWR	4/21/2022	Agreement
GASTAX5_2022 Amendment ex 2 - SWR	4/21/2022	Agreement
Gas Tax Memo to Cities_2022	4/21/2022	Backup Material

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RESOLUTION NO. 2022 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2022 AMENDMENTS TO THE TWO (2) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Commission enacted Ordinance #88-27 on June 14, 1988 to extend the levy of the six-cent local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County; and

WHEREAS, the Broward County Commission enacted Ordinance #2000-25 on June 13, 2000 to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County; and

WHEREAS, upon the creation of the municipality, the Town entered into an agreement with Broward County establishing the additional three-cent local option gas tax; and

WHEREAS, all three (3) Agreements provide that the population figures, which are the basis for the revenue, be adjusted annually based on the current "Florida Estimates of Population" as published by the Bureau of Economics and Business Research, Population Division, University of Florida; and

WHEREAS, on March 22, 2018 pursuant to Resolution 2018-045 the Town approved the interlocal agreement with Broward County for 2018-19 distribution of the Town's share of the proceeds from the sixth-cent local option gas tax that was renewed for thirty years; and

WHEREAS, this Agreement will provide funding for the 2022-2023 fiscal year through the distribution of the Town's share of the proceeds from the additional fifth-cent local option gas tax for transit in the amount of .102951% of the incorporated portion; and

WHEREAS, this Agreement will provide funding for the 2022-2023 fiscal year through the distribution of the Town's share of the proceeds from the additional three-cent local option gas tax in the amount of .203012% of the incorporated portion; and

WHEREAS, Section 336.025 (1)(a), Florida Statutes, requires the majority of the population of the incorporated areas within the County to approve an Interlocal Agreement in support of the distribution and methodology for the distribution to continue in its present form.

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

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

Section 2: The Town Council hereby approves the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibits "1," and "2," providing for the division and distribution of the proceeds of the local option gas tax.

Section 3: Authorization. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibits "1," and "2," providing for the division and distribution of the proceeds of the local option gas tax and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 28th day of April, 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

[Signatures on Following Page]

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.011.01

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**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

This 2022 Amendment to Interlocal Agreement (“2022 Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a “Municipality” and, collectively “Municipalities”). County and Municipalities are collectively referred to as the “Parties.”

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County (“Interlocal Agreement”).

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR Figures”).

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:
2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent

local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Each Eligible Municipality}}{\text{Total County Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY23 Percent Share of Proceeds
Coconut Creek	1.530750%
Cooper City	0.909837%
Coral Springs	3.559203%
Dania Beach	0.842123%
Davie	2.809077%
Deerfield Beach	2.304047%
Fort Lauderdale	4.921909%
Hallandale Beach	1.088647%
Hillsboro Beach	0.052532%
Hollywood	4.069603%
Lauderdale-by-the-Sea	0.164076%
Lauderdale Lakes	0.969352%
Lauderhill	1.971610%
Lazy Lake	0.000870%
Lighthouse Point	0.277710%
Margate	1.553048%
Miramar	3.597530%
North Lauderdale	1.186463%
Oakland Park	1.171677%
Parkland	0.937426%
Pembroke Park	0.164579%
Pembroke Pines	4.519350%
Plantation	2.450110%
Pompano Beach	2.992780%
Sea Ranch Lakes	0.014151%
Southwest Ranches	0.203012%
Sunrise	2.575250%
Tamarac	1.917941%
Weston	1.806740%
West Park	0.402823%
Wilton Manors	0.305774%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/21
Coconut Creek	57,871
Cooper City	34,397
Coral Springs	134,558
Dania Beach	31,837
Davie	106,199
Deerfield Beach	87,106
Fort Lauderdale	186,076
Hallandale Beach	41,157
Hillsboro Beach	1,986
Hollywood	153,854
Lauderdale-by-the-Sea	6,203
Lauderdale Lakes	36,647
Lauderhill	74,538
Lazy Lake	33
Lighthouse Point	10,499
Margate	58,714
Miramar	136,007
North Lauderdale	44,855
Oakland Park	44,296
Parkland	35,440
Pembroke Park	6,222
Pembroke Pines	170,857
Plantation	92,628
Pompano Beach	113,144
Sea Ranch Lakes	535
Southwest Ranches	7,675
Sunrise	97,359

Recipient	BEBR Population 4/1/21
Tamarac	72,509
Weston	68,305
West Park	15,229
Wilton Manors	11,560
Total Incorporated	1,938,296
Unincorporated Area	17,079
Total County	1,955,375

3. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

6. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____

Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Steve Breitkreuz, Mayor

____ day of _____, 20____

ATTEST:

By _____
Russell Muñiz,
Assistant Town Administrator/Town Clerk

Andy Berns, Town Administrator

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a "Municipality" and, collectively "Municipalities") County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the County as follows:

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%
Population

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Coconut Creek	57,871	0.776273%
Cooper City	34,397	0.461396%
Coral Springs	134,558	1.804940%
Dania Beach	31,837	0.427057%
Davie	106,199	1.424537%
Deerfield Beach	87,106	1.168426%
Fort Lauderdale	186,076	2.495994%
Hallandale Beach	41,157	0.552074%
Hillsboro Beach	1,986	0.026640%
Hollywood	153,854	2.063774%
Lauderdale-by-the-Sea	6,203	0.083206%
Lauderdale Lakes	36,647	0.491577%
Lauderhill	74,538	0.999841%
Lazy Lake	33	0.000442%
Lighthouse Point	10,499	0.140832%
Margate	58,714	0.787580%
Miramar	136,007	1.824377%
North Lauderdale	44,855	0.601678%
Oakland Park	44,296	0.594180%
Parkland	35,440	0.475387%
Pembroke Park	6,222	0.083461%
Pembroke Pines	170,857	2.291849%
Plantation	92,628	1.242498%
Pompano Beach	113,144	1.517696%
Sea Ranch Lakes	535	0.007176%
Southwest Ranches	7,675	0.102951%
Sunrise	97,359	1.305958%
Tamarac	72,509	0.972624%
Weston	68,305	0.916233%
West Park	15,229	0.204279%
Wilton Manors	11,560	0.155064%
Total Incorporated	1,938,296	26.000000%

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Unincorporated Area	17,079	
Total County	1,955,375	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

5. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____

Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

Annika E. Ashton (Date)
Deputy County Attorney

2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Steve Breitkreuz, Mayor

____ day of _____, 20____

ATTEST:

Russell Muñiz,
Assistant Town Administrator / Town Clerk

By _____
Andy Berns, Town Administrator

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, Town Attorney



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 15, 2022

Dear Municipality:

As you know, there are three local option gas taxes:

- The "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from September 1, 2018 to December 31, 2047. The updated BEBR population figures and the share of proceeds for FY23 are attached for your information. No action is needed at this time.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2021 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures. This agreement expires on December 31st, 2023.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures. This agreement expires on December 31st, 2030.

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2022. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2023 and 2030.

Additional notice of the renewals of the two interlocal agreements ("additional" and "transit gas tax") will be sent out at a later date.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2022. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Trevor Fisher, Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely,
Norman Foster, Director
Office of Management and Budget



Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org



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: 4/28/2022
SUBJECT: Urban and Community Forestry Program Grant Award

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
- E. Cultivate a Vibrant Community

Background

The Town of Southwest Ranches planned and budgeted for the Calusa Corners Park Native Tree Planting project to be completed in Fiscal Year 2022 to assist in satisfying existing acquisition grant obligations on the site.

A new development grant application was also submitted to the Florida Department of Agriculture and Consumer Services 2021 Urban and Community Forestry Program to support the project. The grant application was awarded for partial funding in the amount of \$13,000 to support the purchase and installation of some of the trees in the planned-for project.

When completed, the project will install native and other beneficial species of trees and shrubs

on site to form a landscaped "link" between the existing wetland and play areas of the property.

This project will assist the Town in satisfying some outstanding grant commitments and helps in meeting Tree City USA and Growth Award standards. Planting trees in our Town increases property values, enhances the economic vitality of the area and beautifies our community. Trees in the park will provide habitat for wildlife.

Fiscal Impact/Analysis

The grant award is \$13,000 with a \$13,000 Town match, which will be met as part of the previously-budgeted \$27,450 for this project in adopted Fiscal Year 2022 Town Budget Capital Projects Fund – Infrastructure – Calusa Corners (Account #301-5300-572-63160). This request is to approve expanding the project by an additional \$13,000 with this grant to supplement the approved project for a new total cost of \$40,450. A budget amendment accepting the grant will be needed as follows:

Revenues (Increase)

State Grant Federal Financial Assistance Subaward (Capital Fund Account #301-0000-331-33170)	\$13,000
---	----------

Expenditures (Increase)

Infrastructure – Calusa Corners (Capital Fund Account #301-5300-572-63160)	\$13,000
---	----------

Staff Contact:

December Lauretano-Haines, Parks, Recreation and Open Space Manager
Emily McCord, Community Services Manager
Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	4/21/2022	Resolution
Grant Agreement	4/21/2022	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES 2021 URBAN AND COMMUNITY FORESTRY PROGRAM TO RECEIVE THIRTEEN THOUSAND DOLLARS AND ZERO CENTS (\$13,000.00) TO SUPPLEMENT THE CALUSA CORNERS PARK NATIVE PLANTING PROJECT AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches planned and budgeted for the Calusa Corners Park Native Planting project to be completed in Fiscal Year 2022 to assist in satisfying existing acquisition grant obligations on the site; and

WHEREAS, the Town of Southwest Ranches submitted and was awarded a Federal Financial Assistance Subaward with the Florida Department of Agriculture and Consumer Services 2021 Urban and Community Forestry Program grant to support the Calusa Corners Planting project; and

WHEREAS, the grant deadline is April 30, 2023; and

WHEREAS, the Town was awarded a Thirteen Thousand Dollar (\$13,000.00) grant with a required Thirteen Thousand Dollar (\$13,000.00) Town match, which will be met as part of the previously budgeted Twenty-Seven Thousand Four Hundred Fifty Dollar and Zero Cents (\$27,450.00) for this project in the adopted Fiscal Year 2022 Town Budget; and

WHEREAS, this request is to also approve expanding the project by an additional Thirteen Thousand Dollar (\$13,000.00) with this grant to supplement the approved project for a new total cost of Forty Thousand Four Hundred Fifty Dollars and Zero Cents (\$40,450.00); and

WHEREAS, a budget amendment to the Fiscal Year 2021-2022 approved Budget – Capital Projects Fund account #301-5300-572-63160 (Infrastructure – Calusa Corners) is required to accept the grant; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Florida Department of Agriculture and Consumer Services to receive Thirteen Thousand Dollars and Zero Cents (\$13,000.00) of 2021 Urban and Community Forestry Program grant funding to supplement the Town's planting improvement project as outlined in the Agreement attached hereto as Exhibit "A".

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

Section 4. The Town Council hereby approves a budget amendment to the Fiscal Year 2021-2022 budget as follows:

Revenues (Increase)

State Grant Federal Financial Assistance Subaward (Capital Fund Account #301-0000-331-33170)	\$13,000
---	----------

Expenditures (Increase)

Infrastructure – Calusa Corners (Capital Fund Account #301-5300-572-63160)	\$13,000
---	----------

Section 5. That 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
1001.012.01

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:

U.S. and Canada: +1 888 258 5388, +1 206 452 7455
London: +44 330 822 0429
Singapore: +65 3158 6882
Australia: +61 280 155 634

From:	Emily Aceti
Envelope Subject:	Please DocuSign: FDACS CONTRACT# 28609 TOWN OF SOUTHWEST RANCHES
Attachments to Fax:	
Envelope ID:	f6888bc5-fc58-475e-8611-76cc280c4ba9
Sender Account Name:	Florida Department of Agriculture and Consumer Services
Number of Pages: (Including cover page)	<u>28</u>

DocuSign Customer Support: <https://support.docusign.com>

Note:

Fax transmissions take approximately one minute per page faxed.
This page may only be used once. If you would like to fax again, you must print a new cover page.

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INTERNAL CONTRACT ROUTE SLIP

Division: **FLORIDA FOREST SERVICE** Date: **03/17/2022**
Contract Manager: **LINER, WILLIAM T** Contract : **28609**
Contract Period: **Upon Execution To 04/30/2023** Org Code: **42110603193**
Procurement Method: **REQUEST FOR APPLICATION - GRANTS**
Appropriation Category: **050052** EO: **WH**
Funding: General Revenue: **NO** Federal Funding: **YES** Obj. Code: **780000**
Trust Fund Name: **FEDERAL GRANTS TRUST FUND**
Services Required:

2021 Urban and Community Forestry Grant

Vendor Name: **TOWN OF SOUTHWEST RANCHES**
Commodity Code: _____ Contractor's FEID# **F651036656003**
Rate of Compensation: _____ Contract Amount: **\$13,000.00**
Division _____ Authorized
Director: _____ Supervisor: _____
Signature _____ Date _____ Signature _____ Date _____

***** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY *****

Contract Administrator:	<u>Joe Duncan</u>	<u>4/12/2022</u>
	Signature	Date
Legal Section:	<u>Stephen Cunningham</u>	<u>4/12/2022</u>
	Signature	Date
Finance and Accounting:	_____	_____
	Signature	Date
Purchasing Director:	_____	_____
	Signature	Date
Planning and Budgeting:	_____	_____
	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **16343893**





INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number 28609

Original Contract Amt \$13,000.00 DFS Contract Type GD

Long Title TOWN OF SOUTHWEST RANCHES

Short Title TOWN OF SO Authorized Advance Payment N

Execution Date _____ Effective Date _____ Expiration Date 04/30/2023

State Term Contract or Alternate Source ID _____

Contract Exempt Justification

Request for Applications - Grant

Agency Solicitation Num 21-DG-11083112-001 A

Business Case Study N Case Study Date _____

Legal Challenges to Procurement N

Legal Challenge Description

Contract Statutory Authority 589.04

Provide for Administrative Cost N Administrative Cost Percent _____ %

Provide for Periodic Increase N Periodic Increase Percent _____ %

Was the Contract Function Previously performed by the State? N

Was the Contract Function Considered for Insourcing Back to the State? N

Did the Vendor make Capital Improvements on State Property? N

Capital Improvement Description

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed Y

Recipient Type I SUBRECIPIENTS (FEDERAL ASSISTANCE ONLY)

Vendor List

Vendor Number	Name	Address	Phone Number
F651036656	TOWN OF SOUTHWEST RANCHE	13400 GRIFFIN ROAD	4340008

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
Account Code	Fund Description					
42110603193	WH	780000	050052	\$ 13,000.00	07/01/2021	RE
42202261004421104000005005200	FEDERAL GRANTS TRUST FUND - DAC					

Division List

FLORIDA FOREST SERVICE

Approvers List

Approver	Date	Routing Stop
SMART, VANESSA M	04/08/22 11:57	DOF FINANCE
PETERS, LINDA B	04/08/22 12:04	FFS FISCAL LIAISON
DUNCAN, JOSEPH	04/11/22 09:31	CONTRACT ADMIN 1ST STOP
YARBROUGH, SALENA	04/11/22 10:35	POLICY AND BUDGET
KORTEQUEE, ZARIATOU	04/11/22 15:24	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	04/12/22 08:32	GENERAL SERVICES

Deliverables		
Commodity Code	Commodity	
Method of Payment		Major Deliverable Price
70151500	Forestry management	
COST REIMBURSEMENT		\$13,000.00
Non Price Justification		
Source Documentation Reference Page		
Pages 22-23		
Major Deliverable		
Tree Planting		
Performance Metrics		
To be paid upon receipt of commodity or service.		
Financial Consequences		
The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.		

CSFA	
CSFA Code	Description

CFDA	
Code	Description
10.664	COOPERATIVE FORESTRY ASSISTANCE

FDACS CONTRACT#**28609**

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the Town of Southwest Ranches, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated, and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 70151500.

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$13,000.00 with a 1:1 match required (refer to Section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 30th day of April of 2023 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules, and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measurable, and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in Attachment A.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary, and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.

- c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
 - d. The payment request packet is downloadable from <http://forms.fdacs.gov/02019.pdf>.
 - e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
 - f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.
 - g. **Travel and per diem costs are not allowable under this contract.**
 - h. No advance payments are allowed.
5. Payment of Reimbursement Requests
- a. Payment for allowable, necessary, and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
 - b. Payment requests for a percentage of work completed on each task deliverable are allowed.
 - c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
 - d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.
 - (1) Reimbursement Request Form with required backup documentation.

- (2) Final Report - brief paragraph on letterhead summarizing what was accomplished with the grant funding.
 - (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
 - (4) Copy of Congressional thank you letter - Thank you letter addressed to your federal congressional representatives for the grant funding. Include a brief description of what you were able to accomplish with the funding.
 - (5) Certification of Acceptance executed by a Florida Forest Service official.
- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.
6. Program Income
- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
 - b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.
7. Revision of Budget Plan
- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
 - b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.

c. Prior approval, evidenced by contract amendment, is required for:

- (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
- (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
- (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".

e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does mention of trade names, commercial productions, services, or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage.

SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable, but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.

4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.fdacs.gov/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.

4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations, and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.
6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the

opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

3. Financial Consequences

- a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBRECIPIENT will NOT be made.
- b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of

Work. The financial penalty for missing Deliverables will be applied to the final payment.

K. CLOSE OUT

1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.
2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions
 - a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
 - b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement, or the annual tax return provided to the Internal Revenue Service.
 - c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
 - d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
 - e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.

- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be

conducted in a timely manner and submitted as required in 2 CFR, 200.512.

- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation, and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data

Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.

- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.
- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <https://facweb-census.gov>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

- 1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating, or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.
- 2. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters, or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 3. The SUBRECIPIENT acknowledges and agrees that:

- i. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or a reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
4. The SUBRECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age, or disability and shall comply

with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5. The SUBRECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. s 1324a. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. SUBRECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
6. This AGREEMENT is contingent upon the availability of funding from the federal agency. This AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
7. The SUBRECIPIENT represents and warrants that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. Any lower tier contract provider who receives funds as a result of this AGREEMENT shall be verified by SUBRECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.
8. The SUBRECIPIENT shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the SUBRECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT.
9. The SUBRECIPIENT acknowledges it has completed the certification regarding lobbying.
10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and

such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend, and indemnify the RECIPIENT from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.
13. This AGREEMENT may not be modified except by a written instrument executed by a duly authorized representative of each party hereto.
14. In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.
15. This AGREEMENT shall be controlled by Florida law, without regard to any conflict of law provisions thereof.
16. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, such clause or requirement shall be without force and effect and the requirements of the applicable Florida law shall substitute for that clause or requirement and be binding on all parties hereto.

N. PLANTING AND MAINTENANCE (IF APPLICABLE)

1. For installed tree or plant materials, a sixty (60) day grow-in-period and a Certification of Acceptance will be required after the project is completed. The planting and maintenance terms of this AGREEMENT start on the date of the Certification of Acceptance and continue for a period of three (3) years.
2. SUBRECIPIENT agrees to repair, or remove and replace at its expense, all or part of the project that falls below Standards.

SUBRECIPIENT agrees to take basic precautions and actions as necessary to keep trees and plants free of disease and harmful insects. In the event any part or parts of the project, including all trees and plants, must be removed, and replaced for any reason, replacements must meet the same grade, size, quality, and other requirements as stipulated in the original plans and specifications.

3. SUBRECIPIENT will at all times maintain a safe work area and be responsible for oversight of litter and debris removal. Keep the grounds free of weeds. Mow or cut grasses to the proper length.
4. The above referenced responsibilities and functions to be performed by SUBRECIPIENT are subject to periodic inspections by the RECIPIENT. It is the intent of the parties that SUBRECIPIENT will be the owner of the plantings and other installations included in the grant application.

a. **Planting**

- (1) **Site Factors:** Site factors influence long-term survivability. Check each site for mechanical, irrigation lines, electrical overhead and underground utilities, sidewalks, sign conflicts, traffic visibility, light poles, rights-of-way, all hardscape improvements, site size, water table and specific tree space requirements.
- (2) **Start with Quality Grade Trees:** All planting stock or replacement stock must be Florida Grade #1 or better. Select trees with a quality trunk form, branch arrangement and canopy uniformity.
- (3) **Tree Shipping, Handling, and on-site Storage:** Trees should be protected during shipping by a tarp or shipped in an enclosed truck. Trees should never be lifted by the trunk. Lift using root ball straps or container handles. On the jobsite, store trees upright, in the shade, and irrigate twice daily with 5 gallons per caliper inch applied to the root ball until planting. Inspect root system quality. Check for kinked and/or circling roots. Do not store trees on asphalt.
- (4) **Tree Preparation:** All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap; black weed cloth liner, plastic wrap, string, strapping etc., must be removed from the root ball

before planting. Remove all biodegradable material from the upper 1/3 of the root ball.

Cut or shave circling roots before planting. Prune roots that circle or dive into soil. These roots could cause stability and health problems later.

Take precautions to separate materials extending above the soil surface where they can act as a wick and dry the surrounding soil.

If trees are planted with wire baskets around the root ball, the top two tiers of wire should be cut and removed after the root ball is set in the planting hole.

- (5) **Planting Hole Preparation:** The planting hole should be at least three times the diameter of the root ball (where possible). Tree pit depth should be at or slightly less than the depth of the root ball. Place planting ball on existing soil so the tree will not settle. In no case should the trunk flare or first root emerging from the trunk be below the soil level.

Remove large rocks from the hole. Place the tree or palm in the center of the planting tree pit. Position the top of the root ball at or slightly above the surrounding soil surface.

Check to ensure the tree is positioned straight in the hole. Backfill with non-contaminated existing soil. When the hole is half full, slowly water and work the saturated soil.

Place no soil over the root ball at planting. Use of large amounts of organic matter in the backfill is not recommended. Secure the soil around the roots, and provide nourishment, water immediately after planting with 5 gallons of water per caliper inch. Rake the soil evenly around the entire planting area.

b. **Finishing Planting**

- (1) **Mulch:** Mulch an area at least two feet or three times the diameter of the root ball to a depth of 2-4" with wood chips, bark mulch, shredded mulch, leaves or pine needles. Keep the mulch several inches away from the tree or palm trunk. Do not pile mulch directly against the tree trunk. Replenish mulch as it decomposes maintaining a 2-4" layer over the life of the project.

- (2) **Staking:** Stake only if necessary; for example, if the tree or palm will not stand on its own due to potential vandalism or strong winds. For palm staking and bracing: Wrap 5 layers of burlap under wood battens connected with steel bands. Adjust wood brace length to fit palm pounded into the ground then, toenail to the battens.

Use commercially available elastic materials for strapping or ties equally placed around the tree that allows for movement and increases in tree diameter. Biodegradable material is recommended. Do not use wire even if the wire is inside rubber hosing. Stakes and ties should remain on the trees no longer than one year to avoid girdling.

- (3) **Pruning:** At the time of planting, remove only dead, diseased, damaged, rubbing, cross branches or fronds. After planting, remove sucker sprouts observed around the base of the tree.

Begin corrective/structural pruning approximately one year after planting. When pruning, do not remove more than 1/3 of the live crown during any one growing season.

- (4) **Watering:** Start a regular watering schedule and follow it. Slow deep watering is recommended. Additional water will be needed during hot or dry periods. Promote tree root growth and stability by watering outward away from the trunk to the surrounding soil area. As the tree or palm establishes itself and grows, watering adjacent soil encourages root spread.

Different species of trees or palms and/or soil types need various degrees of watering. Monitor soil moisture, evaluate tree health, and adjust irrigation schedules as needed. Non-irrigated sites need to be watched more closely.

- (5) **Fertilizing:** Begin a fertilization program in the first year of planting. Broadcast fertilizing or fertilizer plugs, or stakes are recommended. Fertilize lightly after the first year. Administer a balanced fertilizer. Fertilizer application rates should be based on the size of the tree or palm and their specific nutrient requirements. If micronutrient deficiencies are suspected, conduct a soil test, assess the results, and revise the fertilization scheme.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

Special Conditions: See attachment _____ or _____ N/A

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Emily Aceti and is located at Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330-2628.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under 21-DG-11083112-001 and Catalog of Federal Domestic Assistance 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

Cassidy Drake
Signature

Director of Administration
Title

4/12/2022
Date

Emily Aceti
Signature

TOWN ADMINISTRATION
Title

4/18/22
Date

ATTACHMENT A

Florida Department of Agriculture and Consumer Services Division of Administration



**NICOLE "NIKKI" FRIED
COMMISSIONER**

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001-A		2. Subrecipient FEIN: 65-1036656		
3. Subrecipient Legal Name: Town of Southwest Ranches				
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.				
Performance Measures				
Deliverable #	Item/Task	Item/Task Description	Costs per Unit	Outcome Measures
1	Plant Trees	Plant 8 species of trees	N/A	Over 60 trees installed
2	Plant Shrubs	Plant 3 species of shrubs	N/A	Over 150 shrubs installed
3	Staking and Guying	Root ball method	\$75	trees installed with root ball method
4	Staking and Guying	Board and Batten method	\$75	trees installed with board and batten method
5	Establishment Watering	19 day step down schedule	\$824.44	19 days of watering
Describe in detail the activity or work to be conducted.				
<p>The site is at the southwest quadrant in the intersection of I-75 and State Road 818 (Griffin Road) in Broward County. This project will continue enhancement of an 11-acre former livestock pasture which exists now as a public park. In the past, the Town has successfully established a diverse array of 23 native species on the site. The planting plan adds new trees of 4 native and beneficial exotic species not yet on the site. All trees will be Florida Grade #1 or equivalent. All trees purchased will be between 1.5 and 4-inch caliper, in at least 15 gallon containers.</p> <p>All installed trees will be secured with either root ball or board and batten staking and will be watered according to a 19 day step-down schedule.</p>				

ATTACHMENT B

Florida Department of Agriculture and Consumer Services
Division of Administration



NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 21-DG-11083112-001-A			Subrecipient FEIN: 65-1036656	
Subrecipient Legal Name: Town of Southwest Ranches				
Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -	N/A	N/A	N/A	N/A
Fringe Benefits -	N/A	N/A	N/A	N/A
Travel (not authorized)	N/A	N/A	N/A	N/A
Equipment (not authorized)	N/A	N/A	N/A	N/A
Supplies -	N/A	N/A	N/A	N/A
Contractual (if authorized) -	N/A	N/A	\$1,095.63	\$13,000 watering, staking, shrub installation
Trees -	N/A	N/A	\$11,904.37	N/A
Other Expenses -	N/A	N/A	N/A	N/A
Total Direct Charges	N/A	N/A	\$13,000	\$13,000
Indirect Charges -	N/A	N/A	N/A	N/A
Total Amount	N/A	N/A	\$13,000	\$13,000



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: 4/28/2022
SUBJECT: Comprehensive Fee Schedule

Recommendation

Town Council consideration for a motion to approve this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town has established several fee schedules for Building, Engineering and Public Works, Fire, Planning and Zoning permits and fees. These fee schedules have been established in various fee schedules enacted by resolution. Furthermore, these fee schedules have been amended over time. For applicants seeking to apply for permits the myriad permit fees for the various disciplines makes it difficult to determine what the true cost of development permits are.

The creation of this amended and consolidated fee schedule will create one comprehensive fee schedule where an applicant can locate all fees associated with development in Southwest Ranches. Should future adjustments be necessary, one document can be amended rather than several.

Fiscal Impact/Analysis

Fees have been adjusted in several categories. Some fees have increased while others have been reduced. Fiscal impact will depend solely on utilization.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Comprehensive Permit Fee Reso - TA Approved	4/21/2022	Resolution

RESOLUTION NO. 2022 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN AMENDED AND COMPREHENSIVE FEE SCHEDULE FOR BUILDING PERMIT FEES, ENGINEERING FEES, FIRE FEES, PLANNING FEES, AND ZONING FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS; AND TO INCLUDE ADMINISTRATIVE, TRAINING AND TECHNOLOGY FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2012-02 establishes that permit fees are set by Resolution of the Town Council; and

WHEREAS, it has been determined that providing contractual services for certain technical needs of the Town provides the most cost-effective methods for the residents; and

WHEREAS, the Town Council believes that the fees charged for Building, Fire, Engineering, Planning, and Zoning fees should account for, at a minimum, the time staff spent reviewing and issuing permits; and

WHEREAS, it has been determined that certain staff and consultants time charges associated with the completion of many services are not being fully recovered by the Town and in other cases certain permit charges result in additional compensation to the Town; and

WHEREAS, it has been determined that certain fees necessary to fully recover the cost of some services provided were not reflective of actual and/or anticipated time and costs, consequently an amended fee schedule has been established for such services; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to update and to consolidate all of the fee schedules for review of Building permits and to establish fees for Building, Fire, Engineering, Planning, and Zoning review of permits and to include administrative, training and technology fees; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt an amended and comprehensive permit fee schedule in order to protect the health, safety, welfare and well-being of the Town, its residents and the environment.

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

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

Section 2. The Town Council hereby approves the amended Fee Schedule attached as Exhibits "A", which is attached hereto and incorporated herein by reference.

Section 3. 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 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 28TH day of April, 2022, on a motion made by _____ and seconded by _____.

[Signatures on Next Page]

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, J.D., Town Attorney
1001.013.01

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Fee Type	SWR - Current	SWR - Proposed
Structures		
Base Permit Fee (per structure per trade) plus applicable category below:	\$ 200.00	\$0.00
Building Permits - Residential	1.75% of Job Value	2.0% of Job Value
Building Permits - Non-Residential (Less than \$1 Million of Job Value)	1.85% of Job Value	2.25% of Job Value (Up to \$5M)
Building Permits - Non-Residential (\$1 Million to less than \$1.5 Million of Job Value)	2.0% of Job Value	2.0% of Job Value (>\$5M to \$10M)
Building Permits - Non-Residential (\$1.5 Million to less than \$25 Million of Job Value)	2.6% of Job Value	1.85% of Job Value (>\$10M to \$25M)
Building Permits - Non-Residential (More than \$25 Million of Job Value)	Town shall meet with applicant and determine fee schedule. Fee schedule shall be approved via resolution.	1.5% of job value
Minimum Permit Fee (per discipline) (Residential)	\$ 90.00	\$ 100.00
Minimum Permit Fee (per discipline) (Non-Residential)	\$ -	\$ 125.00
Prototype Barn Review	\$ 200.00	\$ 200.00
Revisions or Shop Drawings (submitted after initial submittal -per discipline)	\$ -	\$ 75.00
Temporary Tents and fabric canopies for special events and public events		
Under 500 sq. ft.	n/a	n/a
Over 500 sq. ft.	\$ 300.00	\$ 300.00
Canopies		
Up to 500 sq. ft.	n/a	n/a
500 sqw. Ft. to 1,000 sq ft.	\$ 300.00	\$ 300.00
Over 1,000 sq. ft.	\$ 500.00	\$ 500.00
Foundation Only Permit	\$1.00 per sq. ft.	2% of Job Value - Residential / 2.25% of Job Value Non-Residential
Swimming Pools, spas, hot tubs, (including all trades)		
In ground single family residential pool	\$ 1,350.00	All Pools/Spas:
Above ground single family residential pool	n/a	2% of Job Value - Residential / 2.25% of Job Value Non-Residential
All other pools	\$ 3,000.00	
Spas - in ground independent of pool - Residential	\$ 450.00	
Spas - in ground independent of pool - Non-Residential	\$ 500.00	
Above ground (if permit required) - Residential	\$ 225.00	
Above ground (if permit required) - Non-Residential	\$ 250.00	
Above ground - no permit required	\$ -	
Electrical, Plumbing, Structural and Mechanical Permit Fees, unless otherwise provided for herein		

Fee Type	SWR - Current	SWR - Proposed
Minimum base permit fee - Residential	\$ 90.00	\$ 100.00
Minimum base permit fee - Non-Residential	\$ 100.00	\$ 125.00
Work without a permit		
Double Permit Fee - Permit fees shall be paid whenever a permit shall be required under the provisions of the building code of the Town in accordance with the foregoing schedule of fees. In the event any work for which a permit is required is started or proceeded with prior to the issuance of a permit by the duly authorized person, the permit application shall be liable for and pay to the Town a double permit fee for the work. The payment of the double permit fee shall be made before any further permits shall be issued to the person owing the double permit fee. The payment of the double permit fee shall not relieve any person from fully complying with the requirements specified by resolution or ordinance nor from any other penalties prescribed therein.		No Change - FBC
First offense	Double the required permit fee	Double the required permit fee
Second offense	Double the required permit fee + \$400.00 penalty	Double the required permit fee + \$400.00 penalty
Each offense thereafter	Double the required permit fee + \$750.00 penalty	Double the required permit fee + \$750.00 penalty
Roofing (per sq. ft.)		
Residential		All Roofs: 2% of Job Value - Residential / 2.25% of Job Value Non-Residential
Up to 1,000 sq. ft.	\$ 225.00	↓
1001 sq. ft to 2000 sq. ft	\$ 18.00	
each additional 1000 sq. ft or fraction thereof	\$ 18.00	
Non-Residential		
Up to 1,000 sq. ft.	\$ 250.00	
1001 sq. ft to 2000 sq. ft	\$ 20.00	↓
each additional 1000 sq. ft or fraction thereof	\$ 20.00	
Backflow Annual Test:		
Residential		
First Two	\$ 90.00	Remove - Town does not perform. ↓
Each additional unit	\$ 9.00	
Non-Residential	\$ 100.00	↓
Each additional unit	\$ 10.00	
Turn on Electrical Inspection Fee		Temp for Test
Residential	\$ 45.00	\$ 75.00
Non-Residential	\$ 50.00	\$ -
Temporary Electrical Service		Temporary Pole
Residential	\$ 45.00	\$ 100.00
Non-Residential	\$ 50.00	\$ 125.00

Fee Type	SWR - Current	SWR - Proposed
Additional Services and Refunds		
Certificate of Completion/Certificate of Occupancy/Temporary CO - Residential (Within 5 days of submittal)	\$ 67.50	\$ 75.00
Certificate of Completion/Certificate of Occupancy/Temporary CO - Non-Residential (Within 5 days of submittal)	\$ 75.00	\$ 100.00
<u>Emergency CO (Within 24 hrs)</u>	\$ -	\$ 250.00
<u>CO - Same Day</u>	\$ -	\$ 1,000.00
<u>Electric Meter Release Certificate - Residential</u>	\$ 45.00	Remove - Town does not perform
<u>Electric Meter Release Certificate - Non-Residential</u>	\$ 50.00	Remove - Town does not perform
Change of Contractor (per discipline) - Residential	\$ 67.50	\$ 75.00
Change of Contractor (per discipline) - Non-Residential	\$ 75.00	\$ 100.00
Permit card replacement - Residential	\$ 67.50	\$ 75.00
Permit card replacement - Non-Residential	\$ 75.00	\$ 100.00
Replacement plans - Residential	\$ 90.00	\$ 100.00
Replacement plans - Non Residential	\$ 100.00	\$ 125.00
Renewal of expired permit - for renewal within 6 months of permits expiration for the same permit, same plans on the same property, provided no refund has been made	50% of Original Fee (100% after six (6 months)	50% of Original Fee (100% after six (6 months)
<u>Start Work Early Letter (Building Official Discretion)</u>	\$ -	\$ 250.00
Re-Inspections		
Residential (each per trade)		\$ 100.00
Non-Residential (each per trade)		\$ 200.00
<u>Stand Alone Inspection</u>	\$ -	\$ 75.00
Extensive Review & Overtime		
<u>Extensive Plan Review (Per Hour) & (Per Discipline) when submitted more than 3 times</u>	\$ 50.00	\$ 200.00
Overtime Inspector Request (per hour)	\$ 100.00	\$100 (3 hour min.)
Plans Examiner Request (per hour)	\$ 105.00	\$125 (3 hour min)
Building Official Request (per hour)	\$ 125.00	\$ 150.00
Fences and Walls		All fences and walls: 2% of Job Value - Residential / 2.25% of Job Value Non-Residential
Pre Cast Concrete (per lineal foot) - Residential	\$ 0.90	↓
Pre Cast Concrete (per lineal foot) - Non-Residential	\$ 1.00	
Masonry Walls (per lineal foot) - Residential	\$ 1.80	
Masonry Walls (per lineal foot) - Non-Residential	\$ 2.00	
Minimum - Residential	\$ 180.00	
Minimum - Non-Residential	\$ 200.00	
All other types - Residential (per lineal foot)	\$ 0.074	
All other types - Non-Residential (per lineal foot)	\$ 0.075	
All other types - Minimum - Residential	\$ 90.00	
All other types - Minimum - Non-Residential	\$ 100.00	
County and State and Additional Fees	Actual Charge	Actual Charge

Fee Type	SWR - Current	SWR - Proposed
Purchase of Prototype Barn Architectural Drawings - Town Revenue	\$ 150.00	\$ 150.00
Administrative, Training, and Technology Fee (Residential Permits Only) - Town Revenue	10% of Total Building Fee - Not to Exceed \$150	10% of Total Building Fee - Not to Exceed \$150
Engineering Fees		
Addition, Residential > 1,000 sq. ft.	\$ 400.00	\$ 400.00
Addition, Residential > 1,000 sq. ft. - Resubmission Fee	\$ 150.00	
Addition, Residential < 1,000 sq. ft. < 50 ft, prop line	\$ 400.00	
Addition, Residential < 1,000 sq. ft. < 50 ft, prop line - Resubmission Fee	\$ 150.00	
Addition, Residential > 1,000 sq. ft. > 50 ft. prop line	\$ 400.00	
Addition, Residential > 1,000 sq. ft. > 50 ft. prop line - Resubmission Fee	\$ 150.00	
		\$150 Resubmission Fee for all residential additions (After 3 Resubmittals cost \$600)
Addition, Non-Residential	\$ 400.00	\$ 400.00
Addition, Non-Residential - Resubmission Fee	\$ 150.00	\$ 150.00
Addressing: Single Family Site (one address)	\$ 150.00	*No Charge. Moved from Planning.
Addressing: Single Family Development	\$ 400.00	*No Charge. Moved from Planning.
Addressing: Non-Residential	\$ 600.00	*No Charge. Moved from Planning.
Certificate of Conformity*	N/A	N/A
Change of Contractor	\$ -	\$50
Detached Ancillary Buildings > 1,000 sq. ft. (size change)	\$ 300.00	\$ 300.00
Detached Ancillary Buildings > 1,000 sq. ft. (size change) - Resubmission Fee	\$ 150.00	
Detached Ancillary Buildings < 1,000 sq. ft. < 50 ft. prop line	\$ 300.00	
Detached Ancillary Buildings < 1,000 sq. ft. < 50 ft. prop line - Resubmission Fee	\$ 150.00	
Detached Ancillary Buildings < 1,000 sq. ft. > 50 ft. prop line	\$ 300.00	
Detached Ancillary Buildings < 1,000 sq. ft. > 50 ft. prop line - Resubmission Fee	\$ 150.00	
		\$150 (After 3 Resubmittals cost \$600)
Driveways, Walkways in ROW or w/grading	\$ 300.00	300
Driveways, Walkways in ROW or w/grading - Resubmission Fee	\$ 150.00	150
Driveways, Walkways on site, no fill	N/A	Eliminate (Duplicated Elsewhere)
Enclosure on existing slab	N/A	Eliminate (Duplicated Elsewhere)
Engineering Review	\$ 2,000.00	\$ 2,000.00
Engineering Review - Resubmission Fee	\$ 500.00	\$500 (After 3 times \$2000)
Excavation / Site Grading	\$ 150.00	\$ 300.00
Excavation / Site Grading - Penalty (per day)	\$ 300.00	\$ 600.00
Fences, Walls at property line	\$ 500.00	\$ 125.00
Fences, Walls in interior of property	\$ 125.00	Eliminate - Covered by Zoning
Fill Permit - Level 1	No Charge	
Fill Permit - Level 1 - Penalty	\$ 75.00	\$ 75.00
Fill Permit - Level 2	\$ 75.00	\$ 75.00
Fill Permit - Level 2 - Penalty	\$ 150.00	\$ 150.00
Fill Permit - Level 3	\$ 150.00	\$ 150.00

Fee Type	SWR - Current	SWR - Proposed
		\$250.00 (Unless found to be irreparable or irreversible in nature, in which case a fine may be imposed not to exceed \$5,000)
Fill Permit - Level 3 - Penalty (per day)	\$ 300.00	
House or Guest House	\$ 1,000.00	\$ 1,000.00
House or Guest House - Resubmission Fee	\$ 250.00	\$ 250.00
Interior remodeling only	N/A	N/A
Jack and Bore	\$ 300.00	\$ 300.00
Jack and Bore - Resubmission Fee	\$ 100.00	\$ 100.00
Landscape Plan Review & Inspection Non-Residential	N/A	N/A
Light Pole - ROW & Easements	\$ 200.00	\$ 150.00
Light Pole - Resubmittal Fee	\$ 100.00	\$75 (After 3 Resubmittals cost \$300)
Mobile Home, Construction Trailer	N/A	N/A
Mobile Home, while SFR under construction	N/A	N/A
Monopole Antennas (New)	N/A	N/A
MOT Approval	\$ -	\$ 175.00
Non-Residential - Site Plans	\$ 2,500.00	\$ 2,500.00
Non-Residential - Resubmittal Fee	\$ 500.00	\$500 (After 3 Resubmittals cost \$2,000)
Open Permit Search	N/A	N/A
Outdoor Events/Wayside Stands, 1st Time	N/A	N/A
Outdoor Events/Wayside Stands, recurrence	N/A	N/A
Paving Permit (Asphalt)	\$ -	\$ 200.00
Revisions Fee	\$ -	\$ 300.00
Reinspection Fee (Various)	\$ -	\$ 150.00
Resubmittal Fee (Various)	\$ -	\$150 (After 3 Resubmittals cost \$600)
ROW	\$ -	\$ 150.00
ROW easements- Dedication/Vacations	\$ -	\$ 100.00
Sealcoat - Non Residential	\$ -	\$ 75.00
Signs, free Standing	N/A	
Signs, wall mounted	N/A	
Slabs, Patios, Sports Courts (tennis, etc.)	\$ 300.00	\$ 150.00
Slabs, Patios, Sports Courts (tennis, etc.) - Resubmittal Fee	\$ 150.00	\$ 75.00
Swimming Pool < 50 ft. from prop line	\$ 450.00	\$ 300.00
Swimming Pool < 50 ft. from prop line - Resubmittal Fee	\$ 150.00	\$150 (After 3 Resubmittals cost \$600)
Swimming Pool > 50 ft. from prop line	\$ 350.00	Eliminate
Swimming Pool > 50 ft. from prop line - Resubmittal Fee	\$ 150.00	Eliminate
Tree Removal / tree relocation (invasive)	N/A	N/A
Tree Removal / tree relocation (non-invasive)	N/A	N/A
Water Meter Connection, Review and insp.	\$ 250.00	\$ 250.00
Water Meter Connection, Review and insp. - Resubmittal Fee	\$ 100.00	\$100 (After 3 Resubmittals cost \$400)
Prototype Barn Engineering Review	\$ 50.00	\$ 50.00
Planning Fees:		
Plats: Residential Single Family, per lot created	\$ 1,200.00	\$ 4,750.00
Plats: Non-Residential, per acre	\$ 2,025.00	\$ 4,750.00
Plats: Delegation Requests	\$ 1,135.00	\$1,000 if Admin approval only; \$3,250 if Council approval required.

Fee Type	SWR - Current	SWR - Proposed
Certificates of Conformity* Base Fee	\$ 187.00	N/A Replaced by Waive of Plat Process
Rezoning	\$ 3,425.00	\$ 8,500.00
Rezoning Utilizing Flexibility Rules	\$ 4,975.00	N/A Not used.
Land Use Plan Amendments: Large or Small Scale	\$ 6,000.00	\$ 9,250.00
Variances: Base Fee	\$ 1,700.00	\$ 4,500.00
Variances: Each additional variance request above base fee	\$ 300.00	N/A
Site Plan, new	\$ 4,000.00	\$ 5,500.00
Site Plan: Modification with Council Review	\$ 2,500.00	\$ 5,250.00
Site Plan: Minor Modification with No Council Review	\$ 1,000.00	\$ 2,000.00
Vacations of Easements or Rights of Way	\$ 1,675.00	Easements only (By Resolution) \$4,500; ROW Only (By Ordinance) \$6,250
Zoning Letter: Residential	\$ 200.00	\$250.00 - zoning, use confirm
Zoning Letter: Non-Residential	\$200 + \$2.50 / 300 Sq. Ft.	\$350.00 - substandard lot determ.
Certificate of Use - Residential	\$ 125.00	Move to Zoning
Certificate of Use - Non-Residential	\$ 400.00	Move to Zoning
Addressing: Single Family Site (one address)	\$ 150.00	Move to Engineering
Addressing: Single Family Development	\$ 400.00	Move to Engineering
Addressing: Non-Residential	\$ 600.00	Move to Engineering
Alcoholic Beverage License	\$ 350.00	Eliminate - Moved to Zoning
Development of Regional Impact (DRI)	\$ 15,000.00	Eliminate
Vested Rights/Letter of Determination	\$ 350.00	\$ 1,750.00
Waiver of Plat	N/A	\$ 4,750.00
Planning Proposed Fees		
Appeal of Administrative Decision	N/A	\$ 3,250.00
Special Exception		\$ 5,750.00
Traffic Study Review		\$ 1,750.00
Reasonable Accomodation		\$ 4,250.00
Development Agreement		\$ 5,750.00
Noncommercial Farm Exception (Administrative)		\$ 250.00
Noncommercial Farm Exception (Council)		\$ 1,000.00
Zoning Fees:		
New Single Family Home	\$ 550.00	\$ 750.00
Guest House	\$ 400.00	\$ 500.00
Residential Addition	\$ 505.00	\$ 525.00
Certificate of Conformity	\$ 150.00	Eliminate
<u>Certificate of Use - Residential</u>	\$ 125.00	\$80 - Moved from Planning
<u>Certificate of Use - Non-Residential</u>	\$ 400.00	\$250 - Moved from Planning
Detached Ancillary Building	\$ 140.00	\$ 185.00
Prefab Shed	\$ 75.00	\$ 75.00
Driveways/Walkways	\$ 135.00	\$ 135.00
Enclosure on Existing Slab	\$ 185.00	\$ 185.00
Fences/Walls	\$ 132.00	\$ 175.00
<u>Interior Remodeling (Including Garage Conversion)</u>	\$ 200.00	\$200 (Including Garage Conversion)
<u>Lighting (Non-Residential and Residential Subivision (Plats) - Requires Photometric Plan</u>	\$ 200.00	\$ 200.00

Fee Type	SWR - Current	SWR - Proposed
Lighting - Residential (No Photometric required)	\$ -	\$ 150.00
Mobile Home (SFR Under Const.)	\$ 225.00	\$ 225.00
Non-Residential	\$ 490.00	\$ 1,500.00
Commercial Outdoor Event/Wayside Stands, 1st Time	\$ 265.00	\$ 265.00
Commercial Outdoor Event/Wayside Stands, Recurrent	\$ 225.00	\$ 225.00
Residential Outdoor Event/Wayside Stands, 1st Time	\$ 110.00	\$ 75.00
Residential Outdoor Event/Wayside Stands, Recurrent	\$ 25.00	\$ 25.00
Residential Outdoor Event (Party) Less than 30 people	\$ -	N/C
Signs, Free Standing	\$ 440.00	\$ 440.00
Signs, Wall or Fence Mounted	\$ 225.00	\$ 225.00
Slabs, Patio, Sport Courts	\$ 125.00	\$ 125.00
Small Scale Structures (Generators and Awnings, Etc.)	\$ 84.00	\$ 100.00
Swimming Pool	\$ 367.00	\$ 375.00
Deck (If Part of Pool)	\$ 34.00	\$ 50.00
Fence (If Part of Pool)	\$ 68.00	\$ 75.00
Tree Removal/Tree Relocation (If Not Mandatory)	\$ 170.00	\$ 150.00
Clearing	629.91 (Current Price may deter compliance)	\$ 400.00
Landscaping/Irrigation	\$ 340.00	\$ 340.00
Prototype Barn Zoning Review	\$ 25.00	\$ 25.00
Alcoholic Beverage License	\$ 350.00	Moved from Planning
Fire Department Fees (Non-Residential Only):		
Fire Standpipe (per test)		
Minimum Fee	\$ 50.00	\$ 50.00
Fee Per residential unit	\$ 2.50	\$ 2.50
Fee per 1,000 sq. ft. of gross floor area in non-residentail structures	\$ 2.50	\$ 2.50
Fire Sprinkler System (per test)		
Minimum Fee	\$ 25.00	\$ 25.00
Fee per 1,000 sq. ft of groos floor area	\$ 3.50	\$ 3.50
Fee per 1,000 sq. ft of groos floor area in excess of 50,00 sq. ft	\$ 2.50	\$ 2.50
Sprinkler System Backflow Preventor	\$ 25.00	\$ 25.00
Fire Alarm	\$ 35.00	\$ 35.00
Plan Review & Inspection		
First \$50,000 of Contract Price	4.64%	4.64%
\$50,001 to \$1 Million of Contract Price	2.32%	2.32%
Over \$1 Milion of Contract Price	1.74%	1.74%
Minimum Fee	\$99.15	\$99.15
Annual Fire Inspections		
Residential: Hotels, Multiple Family Dwelling Units (3 or More Units)		
Up to 50 Units (per unit)	\$ 6.00	\$ 6.00
51 to 100 Units (per unit)	\$ 4.75	\$ 4.75
101 or more Units (per unit)	\$ 2.50	\$ 2.50
Commercial Buildings (per building)	\$ 50.00	\$ 50.00

Fee Type	SWR - Current	SWR - Proposed
Commercial Occupancies: including all Businesses, Family Day Care, Group Homes, Institutional Living Facilities		
Up to 2,500 sq. ft.	\$ 40.75	\$ 40.75
2501 to 5000 sq. ft.	\$ 66.75	\$ 66.75
Each additional 1,000 sq. ft	\$ 4.75	\$ 4.75
Reinspection Fee	\$ 30.00	\$ 30.00
Building Permit Fees Last Reviewed May 12, 2016 via 2016-034		
Zoning Fees Last Reviewed November 18, 2021 via R-2022-016.		
Engineering Fees Last Reveiwed March 12, 20012 via R-2012-031		
Planning Fees Last Reviewed December 6, 2007 via R2008-018		



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: 4/28/2022
SUBJECT: First Amendment to the SEPI Engineering & Construction, Inc. Agreement

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

On March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services, and pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc. On July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation. On August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc. This Agreement is set to expire on August 13, 2023.

SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and at the discretion of the Town. SEPI

Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town.

The hourly rates have not changed since 2001. The parties desire to enter into the First Amendment to the Agreement to extend the Agreement for an additional three (3) year term and to modify the hourly rates.

Fiscal Impact/Analysis

Hourly Fees for Service

Senior Planning Manager:	\$ 175/hour
Planner:	\$ 125/hour
Administrative/Clerical:	\$ 55/hour

* All work performed directly for the TOWN shall be \$150/hour for Senior Planning Manager, \$100/hour for Planners, and \$45/hour for Administrative/Clerical intake.

Staff Contact:

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	2/10/2022	Resolution

RESOLUTION 2022 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SEPI ENGINEERING & CONSTRUCTION, INC. AGREEMENT; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; AUTHORIZING MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE NEW AGREEMENT WITH SEPI ENGINEERING & CONSTRUCTION, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

WHEREAS, pursuant to the RFP received on March 30, 2001 (the RFP) the TOWN accepted competitive proposals for Planning, Zoning and Land Use Services (the Services); and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

WHEREAS, on July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

WHEREAS, on August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc. and entered into an Agreement which has been attached hereto and has been incorporated herein by reference as Exhibit "A"; and

WHEREAS, this Agreement is set to expire on August 13, 2023; and

WHEREAS, SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and at the discretion of the Town; and

WHEREAS, SEPI Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town; and

WHEREAS, the hourly rates have not changed since 2001; and

WHEREAS, the parties desire to enter into the First Amendment to the Agreement to extend the Agreement for an additional three (3) year term and to modify the hourly rates for work not being performed on behalf of the Town.

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

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

Section 2: The Town Council hereby approves the First Amendment to the Agreement with SEPI Engineering & Construction, Inc., as attached hereto and incorporated herein by reference as Exhibit "B", which amends the hourly rates for work not being performed on behalf of the Town and extends the Agreement for an additional three (3) year term.

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

Section 4. Effective Date. 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
1001.928.01

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 24, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Member Jim Allbritton

Martin 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 at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:07 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Representative Robin Bartleman – Legislative Update

State Representative Robin Bartleman provided an update for the time she spent in Tallahassee representing the Town. She went over the appropriations received for the Town which were:

- \$479,306.00 for SW 63rd Street and SW 185th Way
- \$793,166.00 for Green Meadows Drainage Improvement
- \$409,422.00 for SW 54th Place drainage extension to Ivanhoe Canal.

She also touched on bills the Town needs to be aware of:

- HB 105 – The Town can prohibit smoking in its parks
- HB 620 - A resident can challenge any ordinance at any time and sue the Town and the ordinance stays the same. The bill puts the Town at a disadvantage.

4. Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2021

Town Financial Administrator Sherwood provided a brief explanation of the Annual Comprehensive Financial Report and introduced representatives from Keefe McCollough to present their report to the Town Council.

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 Breitkreuz voting yes.

MOTION: TO ACCEPT THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2021.

5. District Boundary Review – Presentation of Options – Scott Burton-Rodriguez, Empire Consultants

Scott Burton-Rodriguez and Taylor Burton-Garcia presented options to the Town Council regarding the redistricting of the Town's boundaries. After much discussion, Mr. Burton-Rodriguez proposed working with Town Staff and Town Council to gain insight and possibly come up with some "what-

if" districting scenarios to which the Town Council agreed. The item would be brought back before the Town Council on April 14, 2022.

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

Town Administrator Berns provided an explanation regarding the ARPA project priority list prior to the Town Council discussing the project list. He advised the project amounts are based on estimates provided by Town Staff and once the Town Council makes their selections, Town Staff will begin collecting information and costs and bring the information back to the Town Council for consideration. The Town Council then discussed the project list and the items that were agreed upon were:

- Emergency Operations Center Land Purchase
- Emergency Operations Center Design Plans
- Southwest Meadows Sanctuary Roadway, Parking and Restroom Facilities
- Dykes Road Piping
- Internet Fiber to Town Hall w/Public Wi-Fi
- Town Hall Safety Improvements
- Online Permitting/Services Kiosk – Town Share

7. Public Comment

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

8. Board Reports

Debbie Green, Treasurer of the Schools and Education Advisory Board (SEAB), spoke about the Barn Dance and the Flamingo Flocking fundraisers and thanked everyone for their support. She also reminded the Town Council about the Unity in Diversity 5K Run/Walk happening on April 9, 2022.

9. Council Member Comments

Vice Mayor Jablonski advised the public of upcoming events in the Town such as the Rolling Oaks Easter Egg Hunt on April 2nd, the Unity in Diversity 5k Run/Walk on April 9th, and he mentioned the application for the Southwest Ranches Schools and Education Advisory Board scholarship are on the Town's website for download and submission. Vice Mayor Jablonski spoke about the Tractor Supply organization that had investigated building in the Town. It was a Quasi-Judicial matter and past council members and a mayor were speaking privately with the Tractor Supply organization. Vice Mayor Jablonski made it perfectly clear that he refused to meet with the organization. He was very concerned the discussions were not taking place within the Florida's Sunshine Law and asked Town Attorney Poliakoff what could be done to prohibit the practice and after speaking with various colleagues, Vice Mayor Jablonski asked Town Attorney Poliakoff to draft an ordinance to bring to the April 14, 2022 Town Council meeting for consideration.

Council Member Hartmann thanked the Schools and Education Advisory Board for putting the Barn Dance together and stated it was a great event. He announced the grand opening event of the Farmer's Market on March 19th and encouraged the public to attend. Next, he spoke about an issue that is happening throughout the Town regarding the paved private roads and potholes. He

then clarified the difference between a Town road and a private road regarding upkeep and repair. Town roads fall under the Town's responsibility and private roads are the resident's responsibility. He brought up a possible solution which is to have Code Enforcement place this in their proactive items, meaning since Code Enforcement already patrols the Town, if they come across an issue with a road, private or Town, they would notify the responsible party and work on a resolution. It will also allow residents to call in and notify Code Enforcement of a pothole and not have to leave their name as a complainant. Town Council weighed in and agreed with Council Member Hartmann's suggestion.

Council Member Allbritton thanked State Representative Bartleman for providing legislative updates. He advised that phase two (2) of the current Green Meadows drainage project is finishing up, the sod is being laid and the swales were being cleaned. He attended the Broward League of Cities Director's meeting and the main subject was about Tallahassee and Home Rule being attacked. He announced he will be attending the Broward County Water Board meeting and as he was reviewing the agenda, he noticed that septic tanks were a topic. He stated he thought Broward County was pushing hard to get rid of septic tanks. He announced the Rural Public Arts Advisory Board photo contest and the Green Meadows Association Zoom meeting approaching.

Council Member Kuczenski spoke about complaints from Sunshine Ranches residents about a damaged guardrail and the parts are on order and on their way, the Bonaventure Bridge designated equestrian pass-through is being worked on and he is hoping to have stanchions to help designate the area and make it safe for horses and pedestrians. He has been in contact with Weston Mayor Peggy Brown who also supports the equestrian pass-through. He advised WastePro had some delays in Sunshine Ranches and the bulk should be picked up very soon. He advised the residents about selling items on social media to be safe and never meet at their place of residence. The Transportation, Surface, Drainage, Ongoing Rehabilitation (TSDOR) road paving projects are moving forward, and he advised the residents if they notice any problems or defects to contact Town Hall and it will get put on a list to be repaired. Next, he spoke about election signs on vacant lots and he would like to put some regulations in place as the owner of the lot may not even know the sign is on the property, as well as putting out election signs way before the 60 days legal prior to election day. He spoke about a resident's claim of a Town vendor knocking out all his electric and damaged his appliances and the delays he is facing. Lastly, he spoke about Senate Bill 620 which allows businesses to possibly sue the municipalities for loss of revenue and he wondered what types of businesses would be included.

Mayor Breitzkreuz spoke about the Farmer's Market, and he heard a lot of great things and can't wait to attend.

10. Legal Comments

Town Attorney Poliakoff spoke about the redistricting process and clarified why they would review the boundary lines prior to developments being built. He spoke about meeting with MG3 about the P3 and felt it went very well as well as with Akai Estates and their item has been put on the agenda. He stated Vice Mayor Jablonski had some questions regarding advisory boards and parliamentary procedure and advised to please contact him and he will respond immediately. He addressed Council Member Kuczenski's statements about campaign signage and stated his office

was looking into the issue. Town Attorney Poliakoff then spoke about House Bill 620 and that the final version of it may not impact the Town as much as when it was originally written.

11. Administrative Comments

There were no Town Administrator comments.

Ordinance – 2nd Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING PLATTED AND UNPLATTED PORTIONS OF AKAI DRIVE, SW 49TH STREET AND ASSOCIATED TURN LANE AND TURNAROUND EASEMENTS WITHIN THE TARA PLAT, RECORDED IN PLAT BOOK 162, PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ACCEPTING THE GRANT OF AN INGRESS/EGRESS, DRAINAGE AND UTILITY EASEMENT IN PLACE OF THE ABANDONED PLATTED RIGHT-OF-WAY AND UNPLATTED INGRESS/EGRESS EASEMENT FOR AKAI DRIVE; ACCEPTING THE GRANT OF A RECREATIONAL TRAIL EASEMENT; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-31-22). **{Approved on First Reading February 24, 2022}**

An initial motion to approve was made by Council Member Hartmann and seconded by Vice Mayor Jablonski. At that point, Town Attorney Poliakoff stepped in and advised of some improvements to the initial plan Akai was agreeing to make. Once the discussion was complete the original motion and second to approve was withdrawn and a new motion and second was made.

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 APPROVE THE ORDINANCE ON SECOND READING WITH THE FOLLOWING STIPULATIONS: MODIFY THE FRONT ENTRANCE TO ACCOMMODATE THE HORSE TRAIL FROM AKAI DRIVE TO THE CORNER OF THE INTERSECTION OF BONAVENTURE BOULEVARD AND GRIFFIN ROAD WITH A MINIMUM OF A 10 FOOT TRAIL EASEMENT AND WITH ALL THE ACOMPANYING FEATURES AT THE DIFFERENT SITES, 49th STREET, 184th AVENUE AND GRIFFIN ROAD ALONG WITH TRAIL SIGNAGE TO BE INCORPORATED INTO THE MASTER PLAN.

Ordinance – 1st Reading

13. 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. {STAFF REQUESTING A TABLING TO APRIL 14, 2024}

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 Breitzkreuz voting yes.

MOTION: TO TABLE ITEM TO THE APRIL 14, 2022, TOWN COUNCIL REGULAR MEETING.

Discussion

14. AUTHORIZING THE TOWN TO TRANSMIT TO THE COUNTY A DELEGATION REQUEST TO AMEND THE FORMER CCA PROPERTY PLAT NOTE FROM 2,500 BED CORRECTIONAL INSTITUTE TO 530,600 SQUARE FEET OF INDUSTRIAL USE.

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 Breitzkreuz voting yes.

MOTION: TO AUTHORIZE THE TOWN ATTORNEY TO SEEK PLAT NOTE AMENDMENTS.

15. Approval of Minutes

- a. February 10, 2022 Regular Meeting**
- b. February 24, 2022 Regular Meeting**

The following motion was made by Vice Mayor Jablonski, 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 Breitzkreuz voting yes.

MOTION: TO APPROVE THE FEBRUARY 10 & FEBRUARY 24, 2022 REGULAR MEETING MINUTES.

16. Adjournment

Meeting was adjourned at 10:18 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 28th 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.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 28, 2022
Re: 2022-23 Board of Director Appointments

2021-2022 OFFICERS

President Beverly Williams
Commissioner, Lauderdale Lakes
1st Vice President Vice Bob Mayersohn
Commissioner, Parkland
2nd Vice Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Immediate Past President Traci Callari
Commissioner, Hollywood
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Commissioner, North Lauderdale
Leann Bruener
Councilmember, Sea Ranch Lakes
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Denise Grant
Vice Mayor, Lauderhill
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Sabrina Javellana
Commissioner, Hallandale Beach
Tamara James
Mayor, Dania Beach
Edmund Malkoon
Commissioner, Lauderdale-by-the-Sea
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Scott Newton
Mayor, Wilton Manors
Joshua Rydell
Commissioner, Coconut Creek
Arlene Schwartz
Mayor, Margate
Iris Siple
Commissioner, Pembroke Pines
Matthew Sparks
Commissioner, Oakland Park
Glenn Troast
Mayor, Lighthouse Point

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2022.** The term will begin on May 13, 2022, where members will be sworn in at the 65th Annual Gala at Margaritaville. All of the details for the gala can be found here: [65th Annual Gala | Broward League of Cites](#). The term will end in May of 2023.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____