



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 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 Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Gary Jablonski		<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. 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.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 1st Reading

- AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS" TO CREATE A NEW RURAL RESIDENTIAL ZONING DISTRICT WITH A MINIMUM PLOT SIZE REQUIREMENT OF 2.5 NET ACRES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.
- AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), SECTION 010-030, "TERMS DEFINED," SECTION 035-030, "HOME OFFICES," SECTION

045-050, "PERMITTED AND PROHIBITED USES," AND SECTION 070-120, "PROMOTIONAL SIGNS," PERTAINING TO HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RANKING AND SELECTION OF WASTE MANAGEMENT INC. OF FLORIDA FOR THE TOWN'S FRANCHISE SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES PROVIDER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL NON-MATERIAL CHANGES NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2021-087, WHICH APPROVED WAIVER OF PLAT APPLICATION NO. WP-30-21, TO CORRECT LEGAL DESCRIPTIONS IN THE EXHIBITS TO THE RESOLUTION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE SEVEN HUNDRED NINETY-THREE THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$793,166.00) TO COMPLETE DRAINAGE IMPROVEMENTS IN GREEN MEADOWS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$9,780.00) TO THE FISCAL YEAR 2021-2022 TOWN BUDGET TO SURVEY THE SOUTHWEST MEADOWS SANCTUARY PARK AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE

HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2022 FIRE ASSESSMENT UPDATE REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2022-23; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

17. Adjournment

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

DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY
LAW.



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

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

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

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 7/28/2022
SUBJECT: ORDINANCE CREATING RR-A DISTRICT

Recommendation

This item is policy matter for the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

This Ordinance establishes a new zoning classification that is intended to provide an option for property owners petitioning to change their nonresidential zoning to rural residential zoning.

The proposed new classification is based upon Rural Ranches, but with an increase in the plot size requirement from 2.0 net/2.5 gross acres to 2.5 net acres, a decrease in maximum plot coverage from 10 percent to 8 percent, an increase in minimum pervious area from 60 percent to 70 percent, and a requirement that a portion of each plot be reserved for agricultural and/or open space use ("reserved area").

In order to ensure that the reserved area is fully useable for agriculture and truly supplemental

to areas that would have to be largely undeveloped anyway, the reserved area must be exclusive of surface water management areas ("SWMAs") and certain other easements. Since each drainage district has different SWMA size requirements, the proposed ordinance coordinates the required size of the reserved area with the applicable SWMA requirement to ensure that parcels in a particular drainage basin are not unduly impacted by the reserve area requirement.

The new category would allow the same size residence (and combined area of roofed structures) as permitted on a lot of 2.0 net acres zoned Rural Ranches.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
RR-A Ordinance - TA Approved	7/25/2022	Ordinance
RR-A Ordinance - Alternate	7/26/2022	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 45, ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS" TO CREATE A NEW RURAL RESIDENTIAL ZONING DISTRICT WITH A MINIMUM PLOT SIZE REQUIREMENT OF 2.5 NET ACRES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are large nonresidentially zoned parcels within the Town that have not been developed; and

WHEREAS, the Town is an increasingly desirable location for large-scale residential development; and

WHEREAS, the potential exists for residential development to be sought on such underutilized parcels; and

WHEREAS, the Town Council desires to create a new rural residential zoning category that provides an option for owner-initiated residential rezoning of parcels; and

WHEREAS, the Town Council intends for the new zoning category to enhance the Town's rural character by requiring more open space than existing residential zoning categories;

WHEREAS, the Local Planning Agency held a duly noticed public hearing on July 28, 2022, and recommended approval/approval with changes/denial of the proposed Ordinance.

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

Ordinance No. 2022-

New text is underlined and deleted text is stricken.

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

Section 2. Amendment to Section 045-010. Section 045-010, "Zoning districts," is hereby amended as follows:

The following shall constitute the rural and agricultural zoning districts for the purposes of the ULDC:

District	Title
A-1	Agricultural Estate
A-2	General Agricultural
RR-A	Rural Residential-Agriculture

RE	Rural Estate
RR	Rural Ranches

Section 3. Amendment to Section 045-020. Section 045-020, "Purpose and intent of districts," is hereby amended as follows:

- (A) A-1, agricultural estate, and A-2, general agricultural districts are intended to apply to those areas of the town designated agricultural or rural ranches on the future land use plan map of the comprehensive plan, the present or prospective use of which is primarily rural estates or agricultural. The regulations of these districts are intended to protect, preserve and enhance the rural character and life-style of existing very low density areas and agricultural uses.
- (B) The RR-A, rural residential-agriculture district is intended to apply to areas designated rural ranches or agricultural on the future land use plan map of the comprehensive plan to protect, preserve and enhance the rural character and lifestyle of the Town by requiring larger plots than other districts with an agricultural or open space component to rural residential development.
- (C) The RE, rural estate district is intended to apply to areas which are primarily residential estates and agricultural uses. The regulations of this district are intended to protect, preserve and enhance the character and life-style of existing low density areas in compliance with the rural estate and estate land use plan designations of the comprehensive plan.

Ordinance No. 2022-__

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(D) The RR, rural ranches district is intended to apply to areas designated rural ranches on the future land use plan map of the comprehensive plan, and is intended to protect, preserve and enhance the rural character and lifestyle of existing very low density neighborhoods predominately for one (1) family dwelling, with ranches and related agricultural uses.

Section 4. Amendment to Sec. 045-070. Section 045-070, "Minimum plot size and dimensions," is hereby amended as follows:

* * *

(D) *Rural residential-agriculture district.*

(1) Every plot in a RR-A district shall be not less than one-hundred twenty-five (125) feet in width and shall contain not less than two and one-half (2.5) net acres in area.

(2) Each plot shall reserve a contiguous area for agriculture and/or open space use ("reserved area") that is separate and distinct from the area used for residential purposes, subject to the following requirements:

a. The reserved area shall exclude water bodies, easements for ingress and egress, designated surface water management areas, drainage easements, and any portion of a canal or lake maintenance easement in which the applicable drainage district precludes planting of crops and plants other than trees. The reserved area may be partially or fully located in a front or street-side yard only if authorized on the approved site plan.

b. The reserved area, together with the surface water management area ("SWMA") required by the applicable drainage district, shall comprise at least fifty-five percent (55%) of the net area of the plot. For example, in a drainage district that requires 20 percent SWMA, the SWMA on a 2.5-acre plot would be .50 acre, and the reserved area would be 0.875 acre. If a drainage district requires 30 percent SWMA, the SWMA on a 2.5-acre plot would be 0.75 acre and the reserved area would be 0.625 acre. In no event shall the reserved area be less than 0.50 acre.

c. The minimum dimension of the reserved area shall be fifty (50) feet, the minimum average dimension shall be at least seventy-five (75) feet and the area shall be capable of accommodating an 800 square-foot barn while maintaining a 50-foot setback to property lines, water bodies, and wells.

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d. The reserved area shall be established on the approved site plan. The approved boundaries may be amended administratively to accommodate proposed resident improvements, subject to strict compliance with the standards of this subsection.

e. Agricultural use under this subsection must be predominantly open land (ex: pasture or crops,) such that roofed agricultural structures, other than greenhouses, shall be accessory structures to the agricultural use and shall not exceed twenty-five percent (25%) of the reserved area in total horizontal area under roof. **Section 5. Amendment to Section 045-080.** Section 045-020, "Plot coverage, floor area ratio and pervious area," is hereby amended as follows

(A) The combined area occupied by all buildings and roofed structures shall not exceed twenty (20) percent of the area of a plot in A-1, A-2, and RE districts, ten (10) percent of the area of a plot area in the RR district, and eight (8) percent of the area of a plot in the RR-A district, less any public or private street right-of-way.

(1) Plot coverage for enclosed structures on plots designated agricultural on the future land use plan map shall not exceed ten percent (10%), in accordance with the maximum permitted floor area ratio of one-tenth (0.10) as established by the adopted comprehensive plan.

(2) The aforesaid limitations shall not apply to nonresidential farm buildings. To the extent that a noncommercial farm applicant needs to exceed the plot coverage limitation, the applicant must follow the review procedures set forth in article 155, "Noncommercial farm special exceptions." The noncommercial farm applicant must demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.

* * *

(B) The minimum pervious area shall be forty (40%) percent of the plot area for plots under two (2) net acres in area, sixty (60%) percent of the plot area for plots of two (2) net acres and greater in area in the RR, RE, A-1 and A-2 districts, and seventy percent (70%) for all plots in the RR-A district. The pervious area calculation shall be for the entire plot less any public or private street right-of-way.

Section 6: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Ordinance No. 2022-__

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

1 **Section 7: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts
2 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of
3 such conflict.

4 **Section 8: Severability.** Should any section or provision of this Ordinance or
5 any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional
6 or invalid, the invalidity thereof shall not affect the validity of any of the remaining
7 portions of this Ordinance.

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

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

12 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
13 2022, on a motion made by _____ and seconded by
14 _____.

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18 **[Signatures on the Following Page]**
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Ordinance No. 2022-__

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

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

1001.1042.01

Ordinance No. 2022-__
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ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 45, ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS" TO CREATE A NEW RURAL RESIDENTIAL ZONING DISTRICT WITH A MINIMUM PLOT SIZE REQUIREMENT OF 2.5 NET ACRES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are large nonresidentially zoned parcels within the Town that have not been developed; and

WHEREAS, the Town is an increasingly desirable location for large-scale residential development; and

WHEREAS, the potential exists for residential development on such underutilized parcels; and

WHEREAS, the Town Council desires to create a new rural residential zoning category for potential application to residential rezoning of nonresidentially zoned parcels, which would enhance the Town's rural character by providing for larger parcels with additional open space;

WHEREAS, the Local Planning Agency held a duly noticed public hearing on July 28, 2022, and recommended approval/approval with changes/denial of the proposed Ordinance.

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

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

Ordinance No. 2022-__

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

Section 2. Amendment to Section 045-010. Section 045-010, "Zoning districts," is hereby amended as follows:

The following shall constitute agricultural zoning districts for the purposes of the ULDC:

District	Title
A-1	Agricultural Estate
A-2	General Agricultural

The following shall constitute rural and estate zoning districts for the purposes of the ULDC:

District	Title
RE	Rural Estate
RR	Rural Ranches
<u>RR+</u>	<u>Rural Ranches-Plus</u>

Section 3. Amendment to Section 045-020. Section 045-020, "Purpose and intent of districts," is hereby amended as follows:

- (A) A-1, agricultural estate, and A-2, general agricultural districts are intended to apply to those areas of the town designated agricultural or rural ranches on the future land use plan map of the comprehensive plan, the present or prospective use of which is primarily rural estates or agricultural. The regulations of these districts are intended to protect, preserve and enhance the rural character and life-style of existing very low density areas and agricultural uses.
- (B) The RE, rural estate district is intended to apply to areas which are primarily residential estates and agricultural uses. The regulations of this district are intended to protect, preserve and enhance the character and life-style of existing low density areas in compliance with the rural estate and estate land use plan designations of the comprehensive plan.
- (C) The RR, rural ranches district is intended to apply to areas designated rural ranches on the future land use plan map of the comprehensive plan, and is intended to protect, preserve and enhance the rural character and life-style of existing very low density neighborhoods predominately for one (1) family dwelling, with ranches and related agricultural uses.

(D) The RR+, rural ranches-plus district is intended to apply to areas designated rural ranches on the future land use plan map of the comprehensive plan to

Ordinance No. 2022-__

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

1 protect, preserve and enhance the rural character and lifestyle of the Town
2 by requiring larger plots and more open space than other districts.

3 **Section 4. Amendment to Sec. 045-070.** Section 045-070, "Minimum plot
4 size and dimensions," is hereby amended as follows:

5 * * *

6 (D) Rural residential-plus district. Every plot in a RR+ district shall be not less than
7 one-hundred twenty-five (125) feet in width and shall contain not less than two
8 and one-half (2.5) net acres in area.
9

10 **Section 5. Amendment to Section 045-080.** Section 045-020, "Plot coverage,
11 floor area ratio and pervious area," is hereby amended as follows:

12 (A) The combined area occupied by all buildings and roofed structures shall not
13 exceed twenty (20) percent of the area of a plot in A-1, A-2, and RE districts,
14 and ten (10) percent of the area of a plot area in the RR district, and eight
15 (8) percent of the area of a plot in the RR+ district, less any public or private
16 street right-of-way.

17 (1) Plot coverage for enclosed structures on plots designated agricultural on
18 the future land use plan map shall not exceed ten percent (10%), in
19 accordance with the maximum permitted floor area ratio of one-tenth
20 (0.10) as established by the adopted comprehensive plan.

21 (2) The aforesaid limitations shall not apply to nonresidential farm buildings.
22 To the extent that a noncommercial farm applicant needs to exceed the
23 plot coverage limitation, the applicant must follow the review procedures
24 set forth in article 155, "Noncommercial farm special exceptions." The
25 noncommercial farm applicant must demonstrate that the requirement
26 prohibits, restricts, or otherwise limits a generally accepted farming
27 practice.

28 * * *

29 (B) The minimum pervious area shall be forty (40%) percent of the plot area for
30 plots under two (2) net acres in area, and sixty (60%) percent of the plot
31 area for plots of two (2) net acres and greater in area in the RR, RE, A-1 and
32 A-2 districts, and seventy percent (70%) for all plots in the RR+ district. The
33 pervious area calculation shall be for the entire plot less any public or private
34 street right-of-way ~~in the agricultural and rural districts.~~

Ordinance No. 2022-__

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

Section 6: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 7: 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 8: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 9: Effective Date. This Ordinance shall take effect immediately upon passage and 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]

Ordinance No. 2022-

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Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

1001.140.01

Ordinance No. 2022-__

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

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

Town Council
Steve Breitkreuz, Mayor
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Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 7/28/2022
SUBJECT: ORDINANCE AMENDING HOME OCCUPATION REGULATIONS

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Effective July 1, 2021, the Florida Legislature enacted F.S. 559.955 (attached), preempting local governments from regulating several major aspects of home occupations ("home-based businesses" per the statute) differently than other businesses in the jurisdiction. As a result, nearly all of the Town's regulations are at odds with the statute, and are amended accordingly in the proposed Ordinance. The Town's regulations are affected as follows:

- The Town can no longer limit home businesses to office use only. The statute does not allow any express use limitations.
- The Town can no longer limit home businesses to ten percent of a dwelling, nor can the use be confined to the dwelling. The Town can only require that home-based businesses are incidental and secondary to a property's use as a residential dwelling.
- The Town can no longer prohibit in-person transactions and provision of services on the property. The statute does authorize restricting retail transactions to the dwelling and not

accessory structures.

- The Town can no longer limit onsite employees/personnel to residents of the dwelling. The statute requires the Town to allow two non-residents to participate in the business on the residential property.

The Town retains the ability to regulate signage, prohibit exterior modifications that are inconsistent with the residential character of the neighborhood, regulate parking and storage of commercial vehicles and equipment, regulate the use and storage of dangerous materials, and regulate equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors, provided the regulations are not more restrictive than those that apply to residential properties without home-based businesses.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Home Business Ordinance - TA Approved	7/25/2022	Ordinance
F.S. 559.955	6/20/2022	Backup Material

ORDINANCE NO. 2022 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), SECTION 010-030, "TERMS DEFINED," SECTION 035-030, "HOME OFFICES," SECTION 045-050, "PERMITTED AND PROHIBITED USES," AND SECTION 070-120, "PROMOTIONAL SIGNS," PERTAINING TO HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 559.955, Florida Statutes restricts local government regulation of home-based businesses; and

WHEREAS, this Ordinance amends the ULDC's home-based businesses provisions to comply with Section 559.955 Florida Statutes.

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

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

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

* * *

Contiguous. The term "contiguous" means directly adjoining; immediately adjacent; contiguous plots have at least one (1) side of each plot which touches one (1) side of the other plot with no separator between the plots including, but not limited to, a public right-of-way, private street, or canal.

* * *

Home-based business. A business that operates in whole or in part from a residential plot as a secondary, incidental and accessory use to the residential use of the property.

Ordinance No. 2022-____

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

* * *

Section 3. Amendment to Article 35, "Conditional Uses." Section 035-030, "Home offices" is hereby amended as follows:

Sec. 035-030. – Home-based businesses.

Home-based businesses as defined in Article 10, "Definition of Terms," shall be permitted in all residential zoning districts subject to the following limitations:

- (A) Only residents of the single-family dwelling and up to two (2) additional people who do not reside at the dwelling may be engaged in the business at the dwelling. The business may have additional, remote employees that do not work at the dwelling, provided they do not park or store their vehicles on the plot, nor on any public or private right-of-way.
- (B) Any parking or storing of commercial, construction, agricultural or recreational vehicles, equipment and machinery at the home-based business in all residential districts shall be subject to section 045-030(C) "Parking and storage."
- (C) The need for parking generated by the home-based business shall not be greater in volume than would normally be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the business shall not be parked within any public or private right-of-way.
- (D) No sign for the home-based business shall be visible from the exterior of the dwelling.
- (E) As viewed from the street, the plot must appear to be consistent with that of the surrounding rural residential areas within the Town, and shall not have the appearance of a business as indicated by physical improvements, equipment, vehicle parking, activity, or other perceivable characteristic. Any external modifications made to a dwelling to accommodate a home-based business must conform to the rural residential character and architectural aesthetics of the neighborhood.

Ordinance No. 2022-____

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(F) The home-based business shall not conduct retail transactions at a structure on the plot other than the dwelling; however, incidental business uses and activities may be conducted on the plot containing the home-based business.

(G) The home-based business shall not create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors of an intensity, frequency or duration that is not customary for a single-family residential property where no business is conducted.

(H) The home-based business shall not use, store or dispose of any corrosive, combustible, or other hazardous or flammable materials or liquids of a type, quantity or manner that are not customary for a single-family residential property where no business is conducted.

(I) A certificate of use from the town and business tax receipt from the county shall be obtained for any home-based business.

Section 4. Amendment to Article 45, "Agricultural and Rural Districts." Section 045-050, "Permitted and prohibited uses" is hereby amended as follows:

Sec. 045-050. Permitted and prohibited uses.

Plots in rural and agricultural districts may be used for one (1) or more of the uses that are specified below as being permitted or conditionally permitted uses:

Key to abbreviations:		
P=Permitted use	NP=Not permitted	C=Conditional use

* * *

	A-1	A-2	RE	RR
<i>Permitted accessory uses to a single-family dwelling</i>				
* * *				
Home-based businesses (subject to section 035-030 pertaining to conditional uses)	C	C	C	C
* * *				

Section 5. Amendment to Article 70, "Sign Regulations." Section 070-120, "Promotional signs" is hereby amended as follows:

(A) Any nonresidential use or commercial enterprise, other than a home-based business, which has been issued a certificate of use, may make application for a temporary sign permit for any of the following purposes:

Ordinance No. 2022-____

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

* * *

Section 6. Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 7. 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 8. 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 9. Effective Date. This Ordinance shall take effect immediately upon passage and 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 are on the Following Page]

Ordinance No. 2022-____

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

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.1039.01

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559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government's jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-

based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(d) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.



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
Emil C. Lopez, CPM, 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: 7/28/2022
SUBJECT: Approving the Selection Committee's Ranking of Waste Management Inc. of Florida as the Solid Waste, Recyclables, and Bulk Waste Services Provider

Recommendation

Based on receipt and review of four (4) proposals submitted in response to Request for Proposals (RFP) No. 22-008, it is recommended that the Town Council award the Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement, which includes the ability for the Town to subsequently award a negotiated Solid Waste Disposal and Recyclables Processing Services Agreement, to Waste Management Inc. of Florida.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town's contract with Waste Pro, Inc. expires on September 30, 2022. In anticipation, the Town, on March 31, 2022, posted a request for proposal (RFP) for "Solid Waste, Recyclables, Bulk Waste Collection and Disposal Franchise Agreement" with a deadline of May 13, 2022. The Town received four (4) proposals and the selection committee ranked Waste Management, Inc. of Florida with the highest score.

If awarded by Town Council, the official commencement date of collection services would be

October 1, 2022. The term of the Franchise Agreement is eight (8) years, ending on September 30, 2030, with an option to renew for three (3) additional terms of one (1) year, under the same terms and conditions as the initial term and conditions, including amendments, subject to approval by the Town Council.

Fiscal Impact/Analysis

The FY 2022-2023 estimated annual cost is \$2,947,722.

The proposed rates included in the FY 2022-2023 Proposed Budget are not yet final and reflect the best effort to provide a firm estimate of the total solid waste assessment expenses. As such, Administration expects a significant cost increase combined with a much-anticipated improvement in services. The primary reason of the cost increase is attributable to higher rates across all lines of services (Solid Waste, Recyclables, and Bulk Waste).

Staff Contact:

Rod Ley, P.E., Public Works Director

Venessa Redman, Senior Procurement and Budget Officer

Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
RES2022-xx-Solid-Waste-Franchise Agreement- TA Approved	7/25/2022	Resolution
Solid Waste, Recyclables, and Bulk Waste franchise Agreement - TA Approved	7/26/2022	Agreement

RESOLUTION NO. 2022-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RANKING AND SELECTION OF WASTE MANAGEMENT INC. OF FLORIDA FOR THE TOWN'S FRANCHISE SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES PROVIDER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL NON-MATERIAL CHANGES NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current solid waste, recyclables, and bulk waste collection and disposal services franchise agreement with Waste Pro of Florida, Inc. expires on September 30, 2022; and

WHEREAS, the Town Administrator approved a procurement, which sought prices for two options for delivery of services; and

WHEREAS, on March 31, 2022, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified firms to provide Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services; and

WHEREAS, the Town opened proposals for the Solid Waste Franchise Agreement on May 13, 2022; and

WHEREAS, the Town received four (4) proposals from companies that offered the services that the Town specified in its RFP, and

WHEREAS, on May 20, 2022, the Town's Selection Committee ("SC"), at a publicly advertised meeting, reviewed the proposals, and ranked the firms utilizing the two option criteria contained in the RFP; and

WHEREAS, after carefully considering all of the proposals, the SC ranked Waste Management Inc. of Florida as the highest ranked vendor; and

WHEREAS, the Town Council desires to enter into an eight year franchise agreement with Waste Management Inc. of Florida, commencing on October 1, 2022, and terminating on September 30, 2030, with three, one year options to renew.

**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 Selection and Negotiating Committee's ranking and selection of Waste Management Inc., of Florida as the Town's franchise provider of solid waste, recyclables, and bulk waste collection and disposal services.

Section 3. The Town Council hereby authorizes its Mayor, Town Administrator, and Town Attorney to enter into an eight year Franchise Agreement with Waste Management Inc, of Florida, commencing on October 1, 2022, and terminating on September 30, 2030, with three, one year options to renew, as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 4. The appropriate Town staff is hereby authorized to make any non-material changes necessary and proper to effectuate the intent of this Resolution.

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

[Signatures on Following Page]

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

Ranches, Florida, this 28th day of July, 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
1001.1032.01

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Franchise Agreement
Between
Town of Southwest Ranches
and
Waste Management Inc. of Florida

**SOLID WASTE, RECYCLABLES, AND BULK WASTE
COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**



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SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT

Town of Southwest Ranches, Florida

This Agreement is made and entered into this 28th day of July 2022, between the Town of Southwest Ranches, a municipal corporation of the State of Florida, Broward County, Florida, hereinafter referred to as "Town," and Waste Management Inc. of Florida, authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the Town and Contractor hereby agree as hereinafter set forth:

SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM

A. Effective and Commencement Dates. The Effective Date of this Agreement is the date this Agreement is executed and signed by both the Town and Contractor. The Commencement Date is the date that Collection services required pursuant to this Agreement commence on October 1, 2022.

B. Initial Term. The term of this Agreement shall be for an eight (8) year period beginning on the Commencement Date, October 1, 2022, and terminating September 30, 2030.

C. Renewal Option. At the option of the Town and with the concurrence of the Contractor, this Agreement may be renewed for three (3) additional one (1) year periods. The Town shall notify the Contractor of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered at least one (1) year prior to the then applicable termination date.

SECTION 2. DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 2. The definitions contained in this Section 2 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

A. Administrator means the Town's contract administrator under this Agreement. The Administrator shall be the Town employee that is designated by the Town Administrator or his/her designee to be the Town's official representative in routine discussions with the Contractor regarding this Agreement.

B. Advertising means any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

C. Agreement means this Exclusive Franchise Agreement between the Town and the Contractor including all attachments and amendments thereto, between the Town and the Contractor, governing the provision of services as provided herein.

D. Applicable Law means any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued, or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the Town or Contractor under this Agreement.

E. Automated Collection Service means the Collection of Solid Waste in a Solid Waste Cart and/or the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

F. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

G. Bulk Trash means those wastes that may require special handling and management including, but not limited to, furniture, White Goods (refrigerator doors must be removed and have Freon-free sticker), concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable, couches, chairs, mattresses, tables, carpets and padding, glass items (glass items must be in a rigid taped container), wood pallets, chicken coops, PVC fences, wire fences, and wood fences (cut to 4 feet sections), other materials resulting from home improvements and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at which the Bulk Trash is placed for Collection. Bulk Trash does not include Contractor-Generated Waste or Exempt Waste.

H. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Contractor-Generated Waste or Exempt Waste.

I. Business(es) means all retail, professional, wholesale, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses, including home-based businesses pursuant to Section 559.955, Florida Statutes and any church, synagogue, or other house of worship.

J. Cart means Solid Waste Cart and/or Recycling Cart.

K. Certificate of Occupancy means a document produced by the Town certifying that a newly constructed building has been constructed in compliance with Town specifications and is suitable for use.

L. Change in Law means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or Town's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

- M. Collection means the process whereby Solid Waste, Program Recyclables, or Bulk Waste is removed and transported to the facilities designated in this Agreement.
- N. Collection Service means Residential Collection Services and Commercial Collection Services.
- O. Commencement Date means the date Collection services pursuant to this Agreement commence, or April 1, 2023.
- P. Commercial Collection Service means the Collection of Solid Waste from all Commercial Customers in the Service Area, with the method of service delivery being standard loose trash Dumpster service, Roll-off Container service, and Compactor services of all types, and the delivery of that Solid Waste to the Designated Disposal Facility. Commercial Collection Service does not include collection of Construction and Demolition Debris in Roll-off Containers.
- Q. Commercial Customers means the Businesses that receive Collection services pursuant to this Agreement.
- R. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- S. Consumer Price Index or "CPI" means Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency.
- T. Construction and Demolition Debris or C&D Debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. C&D Debris generated by builders or building contractors is considered Contractor-Generated Waste. C&D Debris generated by a Residential Service Unit on the Residential Service Unit's Premises is not considered Contractor-Generated Waste.
- U. Container means any container intended for Collection.
- V. Contaminated Recyclable Material pursuant to Section 403.706 of Florida Statute, means Program Recyclables in a Recycling Cart that contains more than 30% (by volume or weight) non-recyclable, non-recoverable material. For the purposes of this definition only, the weight or volume of the material may be based on an estimate from a visual inspection of the material or photographs of the material.
- W. Contractor means that person or entity that has obtained from the Town an Agreement to provide the services set forth herein.
- X. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Y. County means Broward County, Florida.

Z. Designated Disposal Facility means WM Reuter Facility, 20701 Pembroke Road, Pembroke Pines FL, 33029, or other disposal facility approved by the Town.

AA. Designated Facilities means any facility used for transfer, disposal, or processing of materials collected pursuant to this Agreement that has been approved by the Town. This includes the Designated Disposal Facility and the Designated MRF and may include additional facilities.

BB. Designated Materials Recovery Facility or Designated MRF means WM Reuter Facility, 20701 Pembroke Road, Pembroke Pines FL 33029, or other processing facility approved by the Town.

CC. Dumpster means any metal container, with a capacity of two (2) or more cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck.

DD. Effective Date means the date this Agreement is executed by both the Town and Contractor.

EE. Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Council, Contractor-Generated Waste, Recyclable Materials generated and source separated by Commercial Customers, horse manure, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.

FF. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future federal, state, or local law.

GG. Holiday means a designated holiday on which the Contractor shall not be required to provide Residential Collection Service or Commercial Collection Service or to maintain office hours. For the purposes of this Agreement, Holiday shall mean Christmas Day unless additional Holidays are approved by the Administrator.

HH. Household Hazardous Waste or HHW means a waste produced in the home containing hazardous substances that may pose a threat to the environment, wildlife, and/or human health. For the purpose of this Agreement, HHW includes aerosol products, ammonia, ammunition, anti-freeze, auto fluids, auto batteries, boat batteries, boat fluids, charcoal starter, compact fluorescent bulbs (CFL's), drain cleaner, fertilizers, fire extinguishers, fireworks, flares, fluorescent tubes, gasoline, herbicides, household cleaners, insect killer, kerosene, lawn chemicals, lighter fluid, mercury thermometers, motor oil, nail polish remover, paint, pesticides, photo chemicals, pool chemicals, propane tanks, rechargeable batteries, rust remover, solvent, spot remover, four (4) tires per household per collection, turpentine, weed killer, wood stains and wood stripper from residential sources, as well as other items mutually agreed upon by the Town and the Contractor.

II. Improved Property means any cleared, graded, or drained property in the Town upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional, or industrial use.

JJ. Non-Collection Notice means a durable tag and/or sticker placed on any Container or waste that has not been Set Out for Collection by a customer in accordance with the provisions of this Agreement and, therefore, has not been collected by the Contractor.

KK. Operating Month means each calendar month from April 1, 2023 until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.

LL. Operating Year means a period of twelve (12) consecutive operating months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on April 1, 2023 and end on September 30, 2023, and the last Operating Year shall end on the day when this Agreement expires or terminates.

MM. Premises mean Improved Property.

NN. Program Recyclables mean the Recovered Materials that are acceptable in the Town's program as delineated in Exhibit 3, and that are separated from the Solid Waste at the location where they are generated (e.g., Residential Service Units) and then Set Out for Collection at that location.

OO. Rate(s) mean the fees and charges approved by the Town for the Contractor's Collection Services as shown in Exhibit 1 and Exhibit 2. All fees charged to the Commercial Customer shall include the 10% franchise fee remitted to the Town.

PP. Recovered Materials mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

QQ. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin, and ferrous cans, and polycoated cartons.

RR. Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately sixty-five (65) gallons or less, and used for the automated or semi-automated Collection of Program Recyclables.

SS. Residence means any individual living unit in a single-family or multi-family structure or building of four (4) or fewer living units intended for, or capable of being utilized for, residential living. For the purposes of this Agreement, the term Residence shall include mobile homes that are located within a duly licensed mobile home park or a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.

TT. Residential Collection Service means the Collection of Residential Waste from all Residential Service Units in the Service Area and the delivery of such materials to the facilities designated in this Agreement.

UU. Residential Service Unit means any Residence receiving curbside Collection Service for the accumulation and set-out of Residential Waste in the Service Area.

VV. Residential Waste means Solid Waste, Bulk Waste, and Program Recyclables generated by Residential Service Units.

WW. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.

XX. Service Area means the municipal limits of the Town.

YY. Set Out means the preparation and placement of Solid Waste, Bulk Waste and Program Recyclables for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

ZZ. Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.

AAA. Solid Waste means, for the purpose of this Agreement, garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, agricultural, or governmental operations. For the purposes of this Agreement, the only things Solid Waste excludes are Program Recyclables, Exempt Waste, and Residential Bulk Waste.

BBB. Solid Waste Cart means a Solid Waste container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety six (96) gallons or less, and used for the automated or semi-automated Collection of Solid Waste.

CCC. Town means the Town of Southwest Ranches, Florida.

DDD. Town Council or Council means the Town Council of the Town of Southwest Ranches, Florida.

EEE. White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection. Residential Service Units are responsible to ensure freon has been removed and shall have Freon-free sticker affixed.

FFF. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Agreement.

GGG. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance, including but not limited to tree trimmings, branches, palm fronds, and root balls. No single item can exceed four (4) feet in length or weigh more than 50 pounds. Yard Trash must be generated by

the customer at the Residential Service Unit at which the Yard Trash is placed for Collection. Yard Trash includes Christmas trees but does not include Contractor-Generated Waste or Exempt Waste.

SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

A. Exclusive Agreement. The Contractor is herein granted an exclusive Agreement to provide Residential Collection Service and Commercial Collection Service within the Town. The Contractor is not granted the exclusive right to collect C&D Debris or Recyclable Materials generated by Commercial Customers. Roll-off Container Collection services for Construction and Demolition Debris are not being awarded exclusively to the Contractor. The Contractor may provide C&D Debris Roll-off Container services or Commercial Customer Recyclable Materials Collection at competitive rates that shall not be controlled by this Agreement. The Town may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor.

B. Description of the Service Area. The Service Area includes all of the land located within the incorporated area of the Town. The boundaries of the Service Area may be adjusted if lands are added to or removed from the Service Area after the Effective Date. In instances where unincorporated areas are annexed by the Town, the rights of the Contractor will be revised in accordance with Section 171.062, Florida Statutes.

C. Services to be Provided. The Contractor shall provide Residential Collection Service to all Residential Service Units within the Service Area and Commercial Collection Service to all Commercial Customers within the Service Area. The Contractor shall transport and deliver all Solid Waste, Program Recyclables, and Bulk Waste collected pursuant to this Agreement to the facilities designated herein. Contractor agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. Contractor further agrees and understands that Contractor is responsible for collecting any Residential Waste that has spilled or is no longer containerized unless such spillage is clearly not caused by the Contractor or an employee of the Contractor.

D. Exempt Waste. The Contractor shall not be required to collect or dispose of Exempt Waste but may offer such services. All such collection and disposal of Exempt Waste are not regulated under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state, and local laws and regulations.

E. Responsibility for Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, which shall not be prorated. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for the billing and collection of payments for Excess Bulk Waste and all other Special Collection Services requested and provided to Residential Service Units as outlined in Section 5.D of this Agreement, and all Commercial Collection Service.

F. Payment for Disposal or Processing. The Contractor shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Agreement and to the Designated facility for the processing of all Program Recyclables and Yard Trash that is processed collected pursuant to this Agreement.

SECTION 4. **TRANSITION IN SERVICE**

A. Transition Prior to Commencement Date of Service. The Contractor is responsible for providing a smooth transition in services to minimize inconvenience to Residential Service Units and Commercial Customers. To accomplish this objective, the Contractor shall submit to the Administrator, prior to the Town's execution of this Agreement, a Transition Plan that provides a detailed description of how the Contractor will plan and prepare for initiating Collection services on the Commencement Date. The Transition Plan must meet the approval of the Administrator. If the Administrator does not approve any part of the Transition Plan, Contractor shall provide a revised proposed Transition Plan within five (5) Work Days of notification. At a minimum, the Contractor must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the Town-approved plan. This list is not intended to identify all necessary tasks to be performed by the Contractor, but to provide a springboard for the Contractor to develop a comprehensive Transition Plan:

- (1) Contact List: List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- (2) Transition Meeting and Call Schedules: Proposed meeting and call schedules including, but not limited to, meetings with the Administrator, Town staff, and outgoing contractor leading up to the Commencement Date.
- (3) Office: Schedule for setting up an office, installing local telephone number routed to the office, and training staff to begin receiving calls.
- (4) Fleet: Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Administrator. For all new purchases, Contractor shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date. This should take into account coordination between the Contractor and Administrator for difficult to serve areas of the Town that may require specialized vehicles.
- (5) Cart Procurement: Schedule for purchase and manufacturing of Contractor provided Carts for Residential Collection Service including artwork approval by Town and prototype delivery. The Town retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
- (6) Solid Waste Cart Deliver: Schedule for Solid Waste Cart initial deliveries to Residential Service Units including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- (7) Cart Assembly and Distribution (A&D): Schedule for Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. All Carts shall be delivered to all

customers at least two (2) weeks prior to the Commencement Date. An A&D plan shall also be included two (2) weeks prior to the Commencement date identifying A&D contractor, if applicable, and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database. Contractor shall provide a list matching the serial number of each Cart to the specific address to which each Roll Cart has been assigned. After delivery, residents may affix their names and property address onto their assigned Roll Cart.

(8) Solid Waste Cart Swaps: Schedule for Solid Waste Cart swaps, including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.

(9) Education and Outreach: Schedule for developing, producing, and delivering the following education and outreach materials: video for placement on Town website, two flyers, postcard mailer, door hanger, magnet, and information packet to be attached to Carts when delivered to Residential Service Units. All education and outreach material are subject to approval by the Administrator prior to production and distribution.

(10) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes as well as specific Collection requirements of this Agreement for consistency of quality service to Residential Service Units.

(11) Swap out of commercial Containers owned by outgoing contractor.

(12) Routing: Schedule for developing Solid Waste, Program Recyclables, and Bulk Waste routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.

(13) If requested by the Administrator, the Transition Plan shall include the manufacturer's specification sheets for the Containers provided by the Contractor under this Agreement.

(14) The Transition Plan shall identify the mechanism (e.g., RFID) by which the Contractor will track and provide the Administrator with certain Customer data, such as Set Out rates, and other metrics agreed upon by the Contractor and Administrator as part of the Transition Plan.

(15) Reporting: The Transition Plan shall identify the Customer data required to be tracked and reported to the Administrator throughout the term of this Agreement. Contractor and Administrator shall meet to discuss and agree upon the metrics to be tracked and reported prior to the Commencement Date.

B. Transition Prior to Expiration of this Agreement.

(1) Should the Town choose not to exercise the renewal option of this Agreement, or should no renewal options remain, the Town anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, the Contractor agrees to provide service to the Town for up to an additional one hundred and eighty (180) day period beyond the expiration of the Agreement, provided the Town requests said services, in writing, within one hundred twenty (120) days prior to expiration. The service rates for this additional period will be

adjusted as they normally would on October 1 as specified in Sections 12 and 13 of this Agreement.

(2) At the expiration of this Agreement, the Contractor shall work with the Town and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:

(a) Six (6) months prior to Agreement expiration, provide the Administrator with a Commercial Container inventory, in a format acceptable to the Town, which includes for each Container its location (street address), capacity, identification number, collection frequency, customer name, and customer contact information.

(b) Attend coordination meetings with the Town and newly selected hauler, as requested.

(c) Work with the newly selected hauler to develop a mutually agreeable schedule for removal of Contractor-owned Containers and placement of newly selected hauler's containers. The schedule shall ensure no interruption in solid waste services.

(d) Allow the newly selected hauler to purchase or rent for up to ninety (90) days, Contractor-owned Containers from the Contractor. The purchase price and/or rental shall be negotiated.

(3) The Town reserves the right to withhold payment to Contractor for the final month of service until Contractor has complied with all requirements of this Section.

SECTION 5. RESIDENTIAL COLLECTION SERVICE

A. Residential Solid Waste Collection.

(1) The Contractor shall provide Residential Solid Waste Collection using Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

(2) All Residential Solid Waste shall be properly containerized in Solid Waste Carts. All Solid Waste is to be placed in Contractor-provided Solid Waste Carts. Residential Service Units may request the Contractor to provide and service additional Solid Waste Carts as specified in Section 6.A(4) of this Agreement.

(3) Hours: Residential Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and days of Collection may be extended due to extraordinary circumstances or conditions, with the prior written consent of the Administrator.

B. Residential Bulk Waste Collection.

(1) The Contractor shall provide Residential Bulk Waste Collection, consisting of Yard Trash and Bulk Trash, to all Residential Service Units in the Service Area every other week. Collection is limited to twelve (12) cubic yards per Set Out. In a few locations where space is limited (such as cul- de-sacs and adjacent to canals), one or more Residential Service Units may combine their Bulk Waste into a single large pile. The Town will work with the residents and Contractor to identify these locations and the amount of residential Bulk Waste allowed at these locations.

(2) In the event that Bulk Waste exceeds the twelve (12) cubic yard limit, the Contractor will treat this as a Special Collection Service in accordance with Section 5.D(4).

(3) The Contractor may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles. Such Bulk Trash and Yard Trash shall not be required to be separated until and unless required in writing by the Town in accordance with the Broward County MOU, in accordance with Section 10.E. below. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile so as to permit the Contractor to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash shall be on the same Collection day as Collection of Bulk Trash.

(4) The Contractor shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Trash but separate so as not to be obstructed. Even if residents fail to separate their White Goods, Contractor shall still utilize its best efforts to recycle comingled White Goods collected.

(5) The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting with a grapple/knuckle-boom). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.

C. Residential Program Recyclables Collection.

(1) The Contractor shall provide Residential Program Recyclables Collection using Automated Collection Service to all Residential Service Units in the Service Area. This service shall be provided once every week on a scheduled route basis.

(2) Program Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same Recycling Cart. All Program Recyclables are to be placed in Recycling Carts. Residential Service Units may request the Contractor to provide and service additional Recycling Carts as specified in Section 5.B(3) of this Agreement.

(3) Upon thirty (30) days written notice to the Contractor, the Town may add or delete the types of items included as Program Recyclables. The addition of items shall be at no additional cost to the Town unless the Contractor can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

D. Residential Special Collection Services

- (1) For an additional fee, Residential Service Units may request Special Collection Service from the Contractor that exceeds the base-level services outlined herein. Contractor shall be responsible for invoicing and collecting payment from Residential Service Units for Special Collection Services outlined in this Section in accordance with the fee schedule set forth in Exhibit 1. The Town is not liable for a Residential Service Unit's failure to remit payment to Contractor for any Special Collection Service provided.
- (2) Solid Waste Collection on unscheduled day. Upon request by a Residential Service Unit and after approval by the Residential Service Unit of the service fee, Contractor shall collect Residential Solid Waste on an unscheduled day, provided it is one of Contractor's scheduled days within the Town. Contractor may charge the Residential Service Unit seeking an unscheduled day Residential Solid Waste Collection an additional amount not to exceed the fee schedule set forth in Exhibit 1.
- (3) Collection of additional Solid Waste Cart(s) as described in Section 6.A.(4).
- (4) Bulk Waste Collection on unscheduled day. Upon request by a Residential Service Unit and after approval by the Residential Service Unit of the service fee, Contractor shall collect Bulk Waste on an unscheduled day. Contractor may charge Residential Service Units seeking off-day Residential Bulk Waste Collection an amount not to exceed the Bulk Waste fee schedule set forth in Exhibit 1.
- (5) Bulk Waste in excess of twelve (12) cubic yard limit. If a Residential Service Unit places more than twelve (12) cubic yards of Bulk Waste curbside for Collection, the Contractor is not obligated to collect more than twelve (12) yards of Bulk Waste per Collection day. For Bulk Waste in excess of twelve (12) yards, the Contractor may charge the Residential Service Unit the Special Collection Services per cubic yard rate for Excess Bulk Waste as long as the Residential Service Unit has requested such service, and the Contractor and Residential Service Unit have agreed to such Special Collection additional charge in accordance with the fee schedule set forth in Exhibit 1. If the Residential Service Unit does not agree to the Special Collection per cubic yard charge, the Contractor shall notify the Administrator and the Administrator (or his/her designee) will return to the location with the Contractor to resolve the dispute between the Contractor and the Residential Service Unit and determine whether and how much Excess Bulk Waste will be collected, and the amount the Residential Service Unit will be billed for the Special Collection Service per cubic yard rate. In any case of more than twelve (12) cubic yards, the Contractor shall take digital photographs of the entire pile and include a dimensional reference (i.e., a measuring stick) in the photograph prior to Collection to document the size of the Bulk Waste pile. At a minimum, photographs should be taken from three (3) sides of the pile. If the Residential Service Unit fails to remit payment within thirty (30) calendar days, the Town shall bring the non-payment before its Special Master in accordance with its Code Enforcement procedures. If the amount owed to Contractor is collected, it shall be tendered to Contractor within thirty (30) days from the receipt of same. The Town is not responsible for any uncollected amounts.
- (6) At the end of each Work Day, the Contractor shall notify the Administrator of arrangements for any Residential Service Unit Special Collection Service and any occurrences of Bulk Waste exceeding the twelve (12) cubic yard limit, whether or not the excess Bulk Waste was collected. Such notification shall include the customer name and address, service provided,

amount of Bulk Waste collected, and amount not collected if applicable due to Exempt Materials, any digital photographs taken, and any amount charged to the Residential Service Unit.

E. No Mixing of Residential Waste. The Contractor shall collect Residential Solid Waste, Bulk Waste, and Program Recyclables generated in the Town separate from any Solid Waste, Bulk Waste, or Program Recyclable generated in another jurisdiction and separate from Commercial Customers. Further, the Contractor shall not mix Program Recyclables with Solid Waste or Bulk waste during the Collection process.

F. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Agreement, side or back door Collection of Residential Solid Waste and Residential Program Recyclables from a Residential Service Unit shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the Administrator in the manner required by Town. The Administrator shall notify the Contractor in writing of any customers requiring side or back door Collection. No additional monies shall be due to the Contractor for the provision of side or back door Collection to disabled Residential Service Units.

G. Disabled Veterans – Currently the Town has ten residents that are 100% service connected disabled veteran status. Residents that are at 100% service connected disabled veteran status pay fifty percent (50%) of the Residential Service Unit Rate.

H. Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Administrator.

I. Holidays. In the event a Residential Service Unit's normal Collection day falls on a Holiday, Collection shall occur on the Residential Service Unit's next regularly scheduled Collection day.

J. Accessibility. All properly prepared Residential Waste shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, which will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In certain instances, properly prepared Residential Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway. The Contractor shall report monthly to the Administrator all situations that prevent or hinder Collection on any premises.

K. Manner of Collection.

(1) The Contractor shall provide Residential Collection Service with as little noise and disturbance as possible.

(2) Contractor's employees shall completely empty any Container without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Carts shall be placed in an upright position with the lid closed. Containers shall be placed in an upright position with the lid closed in the swale or outside of the Town's right-of-way.

(3) Contractor's employees shall follow the regular walk for pedestrians while on private property. No trespassing by Contractor's employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care

shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Contractor is responsible for repairs to all damaged property.

(4) Contractor's Collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets. At no time shall collection crews cross to the opposite side of the street to retrieve Containers or materials that have been Set Out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers and only when approved by the Administrator. At no time shall Collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

L. Spillage. The Contractor shall clean up any Residential Solid Waste spilled from a Container by the Contractor or its employees or Residential Bulk Waste spilled or scattered by the Contractor or its employees. Care shall be taken by Contractor's employees to prevent damage to Containers by unnecessary rough treatment. Contractor is not required to clean up spillage that is clearly not caused by the Contractor or an employee of the Contractor; however, Contractor shall advise the Town immediately of such spillage.

M. Routes and Schedules. The Contractor shall provide the Administrator with schedules for all Residential Waste Collection routes and keep such information current at all times. Route and schedule information shall include the addresses that will be included each route. If any changes in the Collection routes occur, the Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Residential Waste Collection may be made without the written consent of the Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Service Unit Collection Service is approved by the Administrator, the Contractor shall immediately notify the affected Residential Service Units, in writing or other manner as approved by the Administrator, not less than two (2) weeks prior to the change.

SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

A. Purchase and Distribution of Solid Waste Carts.

(1) Contractor shall deliver one (1) Solid Waste Cart to each Residential Service Unit within the Service Area. After the roll-out, Contractor shall deliver Solid Waste Carts within five (5) Work Days of notification of a new Residential Service Unit. Carts must meet the technical specifications provided in Exhibit 4 and be approved by the Administrator. Carts shall be delivered with information attached pursuant to Section 11.D.

(2) The standard Solid Waste Cart shall be ninety-five (95) gallons or similar in size. However, Contractor shall make sixty-five (65) gallon (or similar in size) Solid Waste Carts available upon request by a Residential Service Unit. Prior to assembly and distribution of Solid Waste Carts, Contractor may conduct a survey of Residential Service Units to determine which size Solid Waste Cart they prefer. If Contractor plans to conduct such a survey, the details of such survey shall be included in the Transition Plan and the survey and method of collection of survey data must be approved by the Town in advance of its distribution.

(3) Upon request by a Residential Service Unit, Contractor shall exchange a Solid Waste Cart with an alternatively sized Cart within five (5) Work Days of request for such exchange by the customer or Town. Contractor shall provide one (1) Solid Waste Cart exchange per Residential Service Unit during the initial Agreement term at no charge to the customer or the Town. Should a Residential Service Unit request additional exchanges, Contractor may charge the Residential Service Unit no more than seventy-five dollars (\$75) per Cart that is exchanged. Contractor shall track and report exchanges in the asset management database specified in Subsection E below.

(4) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Solid Waste Cart to accommodate extra materials. The Town shall charge Residential Service Unit for each extra Solid Waste Cart in accordance with Exhibit 1. Contractor shall provide additional Solid Waste Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Solid Waste Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. In the event that a Residential Service Unit desires the Collection of the extra Solid Waste Cart(s), the Town shall issue an annual invoice for the Collection that shall be paid by the Residential Service Unit in accordance with the Rate schedule provided in Exhibit 1. The payment from Town to Contractor for such extra Solid Waste Cart(s) shall be prorated based upon the 1st day of the month that Collection of the additional Cart(s) commences, and it shall be based upon a calendar year, the Town shall send all renewal invoices to Residential Service Units in December of each calendar year.

(5) Contractor shall not be required to collect any extra Solid Waste Cart(s) unless it has been paid to collect same. Residential Service Unit may cancel its extra Solid Waste Cart(s) Collection at any time, but such cancellation shall only go into effect the next calendar year. Residential Service Units who cancel their extra Collection shall not receive a proration for services, nor shall they be able to seek a credit for failure to utilize this service. In the event that the Town advises Contractor in writing of a Residential Service Unit nonpayment for an extra Solid Waste Cart(s), and directs Contractor not to provide service, the Town is not liable or responsible for any payment to Contractor for the failure of payment by a Residential Service Unit, or for Contractor's collection of such extra waste.

B. Purchase and Distribution of Recycling Carts.

(1) Residential Service Units shall retain Recycling Carts utilized during the previous collection contract. Prior to the Commencement Date, the Contractor shall ensure that all Residential Service Units are provided a Recycling Cart. Recycling Carts shall be of a similar size (i.e., sixty five (65) gallon or similar size) and quality as those currently in use, meet the technical specifications provided in Exhibit 4, and be approved by the Administrator.

(2) Contractor shall purchase and provide Recycling Carts to all new Residential Service Units within five (5) Work Days of notification of a new Residential Service Unit.

(3) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Recycling Cart to accommodate extra Program Recyclables. Contractor shall charge Residential Service Unit for the extra Recycling Cart in accordance with Exhibit 1.

(4) Contractor shall provide additional Recycling Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Recycling Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. Additional Recycling Carts shall be collected at no additional cost to the Residential Service Unit or the Town.

C. Repair and Replacement of Solid Waste and Recycling Carts.

(1) Contractor shall maintain a sufficient inventory of Solid Waste and Recycling Carts to be able to deliver new or replacement Carts of the requested size within five (5) Work Days of receiving request.

(2) Contractor shall repair or replace a Cart within five (5) Work Days of receiving notice from the Town or customer of the need for repair, or if identified unserviceable by Contractor.

(3) Any Carts damaged by the Contractor, including extra Carts, shall be replaced by the Contractor, at the Contractor's expense, at no cost or inconvenience to the Residential Service Unit.

(4) The cost of replacing Carts due to loss, theft (without a documented police report), or destruction through no fault of the Contractor shall be charged by the Contractor to the Residential Service Unit for an amount not to exceed the Rate schedule set forth in Exhibit 1. This Rate may be adjusted by the Town if the Contractor provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Service Unit by the Contractor prior to or at the time of delivery of the Cart.

D. Minimum Specifications for Carts. The Solid Waste Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with the requirements set forth in Exhibit 4 (Specifications for Solid Waste Carts and Recycling Carts), unless the Town waives a requirement in writing. The Solid Waste Carts and Recycling Carts may be equipped with Radio Frequency Identification ("RFID") chips or similar technology for tracking, but RFID is not required for Carts, provided the Contractor clearly demonstrates the ability to track information relating to Set Out rates, and other information required by the Administrator, as agreed upon between the Administrator and Contractor in the Transition Plan. If RFID chips are required, the RFID chips shall be incorporated into Carts the Contractor delivers (but RFID chips do not need to be added to Recycling Carts already in the possession of Residential Service Units at the Commencement Date).

E. Asset Management Database.

(1) The Town will provide the Contractor with a list of Residential Service Units that includes the parcel folio number, address, and number of Residential Service Units on each parcel. Contractor shall use this list to develop and maintain an asset management database through which Contractor shall be responsible for reporting and tracking the movement of all Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage Cart assets, subject to Town approval. The database shall also specify the route for each Residential Service Unit and shall be in a format that is searchable by the Administrator. The initial database must be populated and transmitted to the Administrator in accordance with the approved Transition Plan. All database adjustments must

be made within forty-eight (48) hours of physical inventory exchange and completion of work order. If a Cart is swapped out, data for the Cart removed and the Cart replaced is to be provided. Data fields shall include, but not be limited to the following:

- (a) Work order number, date, and status
 - (b) Residential Service Unit name/ID and address
 - (c) Parcel folio number (as provided by the Town)
 - (d) For each Cart at each Residential Service Unit, the type (Solid Waste or Recycling), size, serial number, and RFID chip identifier (as applicable)
 - (e) Routes on which the Residential Service Unit is serviced
- (2) Contractor shall provide the Administrator with an updated copy of the asset management database monthly, as well as access upon request.
- (3) The Contractor and the Town agree that changes to procedures in Section 6(E) can be made by mutual written agreement of the parties.

F. Ownership of Roll Carts. Ownership of Carts provided by Contractor shall rest with the Contractor until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the Town.

SECTION 7. RESIDENTIAL NON-COLLECTION PROCEDURES

A. In the event Solid Waste contains Exempt Waste, more than twelve (12) cubic yards of Bulk Waste is placed at a Residential Service Unit for Collection, or other occurrence that would warrant legitimate non-collection by the Contractor, the Contractor shall affix a Non-Collection Notice to the Container or waste itself explaining why Collection was not made. The Contractor shall notify the Administrator of such Non-Collection Notice within twenty-four (24) hours of when the Non-Collection Notice is given.

B. Regarding the Management of Contaminated Recyclable Material, pursuant to Section 403.706 Florida Statute, the Town has adopted a definition of Contaminated Recyclable Material (see Section 2.) that is appropriate for the local community. The Contractor is not obligated to open a Recycling Cart to inspect the contents. However, if the Contractor sees Contaminated Recyclable Material in a Container, the Contractor shall (a) place a Non-Collection Notice on the Recycling Cart, (b) place a hanger or other educational materials on the Recycling Cart, and (c) leave the Contaminated Recyclable Material in the Recycling Cart at Curbside when practical. These actions constitute the education and enforcement measures that the Contractor is responsible for implementing when providing Collection Services and is the Contractor's remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Cart. The Town is responsible for implementing educational and enforcement programs in coordination with the Agreement as described in Section 11.D., and as the Town deems appropriate in light of its funding and other constraints, thus promoting proper recycling techniques. The Contractor shall notify

the Administrator of such Non-Collection Notice at the end of each Work Day when the Non-Collection Notice is given.

C. The design and content of all Non-Collection Notices must be approved by the Administrator and the cost of printing and delivery of said notices shall be paid for by the Contractor.

D. By the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the Contractor shall electronically transmit to the Administrator a list of all Residential Service Units at which Collection was not made that Work Day. This list shall include the reasons for the non-collection and the addresses of such non-collection. The Contractor shall also electronically transmit all digital photographs of the non-collection to the Administrator.

SECTION 8. RESIDENTIAL BULK WASTE PROCESSING

A. The Contractor is responsible for the transport, and final disposal of all Residential Bulk Waste collected by the Contractor. Bulk Waste must be disposed at a legally permitted and licensed facility(ies) , as agreed upon by the Town and Contractor. The Contractor may change the Bulk Waste processing facility(ies) upon written agreement by the Administrator. The Town may change the Bulk Waste processing facility(ies) as per Section 10.E.

B. To the extent practical, the Contractor shall recycle any recyclable items collected in the Residential Bulk Trash, as may be required in writing by the Town in accordance with the Broward County MOU, in accordance with Section 10.E. below. The Contractor shall record the quantities of Bulk Trash and Yard Trash recycled, if any, and the quantities disposed and shall report such quantities to the Administrator for each month and the report shall be given to the Administrator by the tenth (10th) day of the month following the report date.

SECTION 9. COMMERCIAL COLLECTION SERVICE

A. Commercial Solid Waste Collection. The Contractor shall provide Commercial Solid Waste Collection to all Commercial Customers in the Service Area. The Container size and frequency of service shall be agreed upon between the Contractor and the Commercial Customer.

B. Applicability of Commercial Franchise. The provisions of this Section shall apply to all Businesses as defined herein and in no event shall a Business use the Residential Collection Service provided at curbside as the primary means of Solid Waste Collection. In the event that said Business is a house of worship that receives Commercial Dumpster Collection from a member of the house of worship as an in-kind service that is free-of-charge to the house of worship, the house of worship must provide proof in the form of an affidavit from the member describing his business and certifying that he/she is authorized to collect Solid Waste, is duly licensed and permitted, and is doing so at no cost to the house of worship. Said document shall be provided to the Contractor so that the house of worship may be exempt from the provisions of this Section.

C. Hours. Commercial Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Saturday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Administrator.

D. Holidays. Contractor shall not be required to provide Commercial Collection Service on Holidays. If Commercial Collection Service is not provided on a Holiday, Contractor shall provide service on the next Work Day or as agreed upon between the Contractor and Commercial Customer so as to ensure adequate service is provided.

E. Commercial Containers. Commercial Containers shall be maintained in accordance with general industry standards, which include being rust-free, having drain plugs installed to retain storm water and prevent leaching, having properly fitting lids that close tightly, and are in proper, safe, working condition. Commercial Containers shall be painted and have the Contractor's name and phone number clearly displayed. No advertising shall be posted on Containers. Maintenance of Commercial Containers shall be the sole responsibility of the Contractor. Any Commercial Container not conforming to these requirements, as determined by the Administrator, shall be replaced by the Contractor within three (3) Work Days of notification by the Administrator.

F. Contracts for Commercial Collection Service. The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer, including those Customers designated by the Administrator as Commercial Customers. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the Town's hauler before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Administrator for approval during Transition period, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement. The Administrator shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer.

G. Disclosure of Fees for Commercial Collection Service. The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. If a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

H. Initiation of Service to a Commercial Customer. On May 1, 2023, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Solid Waste within two (2) Work Days after the Contractor receives a request for service from a new Customer that has signed a service contract with the Contractor.

I. Termination of Service to a Commercial Customer. The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Administrator at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the Town shall take whatever action it deems appropriate to enforce compliance with the Town's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

SECTION 10. **DESIGNATED FACILITIES**

A. Except as set forth below, all Residential Solid Waste and Commercial Solid Waste collected by the Contractor shall be transported to, and disposed of, at the Designated Disposal Facility. In the event the Designated Disposal Facility is closed on a Work Day, the Contractor may transport and dispose of Solid Waste at any legally permitted disposal facility, with the prior written approval of the Administrator.

B. All Residential Program Recyclables collected by the Contractor shall be delivered to the Designated MRF.

C. Bulk Waste may be delivered to a disposal facility and/or a processing facility(ies) designated by the Contractor and is subject to approval by the Administrator.

D. The Designated Disposal Facility, the Designated MRF, and other facilities to be used in regard to this Agreement are to be determined by the Contractor and subject to approval by the Administrator. All of the Solid Waste, Program Recyclables, and Bulk Waste collected pursuant to this Agreement shall be delivered to duly licensed facilities intended to properly manage such materials.

E. The Town entered into a Memorandum of Understanding (MOU) with Broward County on August 8, 2019. Among other things, the MOU could, in the future, result in additional materials being designated for diversion and/or certain facilities being designated for processing of certain materials. In the event that a change in which materials are designated for separate Collection and/or which facilities are used for processing, the Town and the Contractor agree to negotiate in good faith regarding appropriate Rate adjustments to reflect additional costs or cost savings that may be realized. Any Rate adjustment is subject to approval by the Town Council.

F. Should the location of the Designated Disposal Facility or Designated MRF or other designated facility(ies) change, and the new location is not within a ten (10)-mile radius of the previous facility designated herein, then the Collection Service Rate may be adjusted to take into account the additional cost to the Contractor. Contractor shall submit documentation that its costs have increased, and the parties agree to negotiate in good faith. Any Rate adjustment is subject to approval by the Town Council.

G. In all cases, the Contractor shall be responsible for making payments to the Designated Disposal Facility, Designated MRF, and other Designated Facilities.

SECTION 11. **ADDITIONAL SERVICES**

A. Town Services. The Contractor shall provide, at no cost to the Town, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of Containers. Provided

below is a list of services provided at the time of Agreement execution. Services to be provided may be adjusted during the term of the Agreement based on need.

Locations	Address	Service Frequency	# Garbage	# Recycle	Dumpster
Rolling Oaks Passive Open Space Park	17630 SW 56 Street	Weekly			8 Yard
Sunshine Ranches Equestrian Park	5840 SW 148 Avenue	Weekly			8 Yard
Country Estates Fishing Hole Park	18900 Griffin Road	Twice weekly	3	1	NA*
Founders Park*	12498 Griffin Road	TBD	NA	NA	NA
Southwest Meadows Sanctuary/Preserve Access park gate via LOCKBOX	15900 Block of Griffin Road	Weekly			8 Yard
Calusa Corners*	15900 Block of Griffin Road	TBD	NA	NA	NA
Fire Department	17220 Griffin Road	Twice weekly	3	2	NA
Town Hall	13400 Griffin Road	Twice weekly	NA	4	8 Yard
Frontier Trails*		TBD	NA	NA	NA
Town Public Safety Facility (EOC)*	TBD	Twice weekly	TBD	TBD	TBD

B. Town Events. The Contractor shall provide, at no cost to the Town, Solid Waste and Program Recyclables Collection services for up to five (5) events per year. Such service may include Dumpster and/or Cart service. Such events generally do not exceed 1,000 attendees.

C. Collection Service for Illegal Dumping. If requested by the Administrator, the Contractor shall collect Solid Waste and Bulk Waste, that has been disposed of without authorization on a public right-of-

way, park, or other public property. However, the Contractor is not obligated to collect materials from illegal dumping on private property, unless it is on a private street at the curb and the Administrator has directed Contractor to collect from the private street. However, nothing herein requires the Contractor to collect Hazardous Material. The Contractor shall provide these Collection services at no additional charge up to six (6) times per month and up to twelve (12) cubic yards per Collection request. If the Administrator requests the Contractor to provide this service more than six (6) times per month, the Administrator and Contractor shall agree upon the Rate to be paid to Contractor for such services, which shall be based on the Excess Bulk Waste per cubic yard Rate provided in Exhibit 1.

D. Public Education. By March 1, 2023, and July 1st of each following year during the term of this Agreement, the Contractor shall provide to the Administrator a camera-ready public education flyer and a camera-ready refrigerator magnet for distribution to Residential Service Units regarding Residential Collection Service. The flyer shall contain, at a minimum, definitions of the materials to be collected, procedures for setting out the materials, and maps of the Service Area indicating the days of Residential Collection Service. The magnet shall delineate the zones for the Residential Collection Service and the specific Collection days for Residential Waste. The flyer and magnet must be approved by the Administrator prior to publication. The Contractor shall print and distribute the flyer and magnet to all Residential Service Units no later than April 15, 2023 and no later than September 1st of each year thereafter during the term of the Agreement.

E. Public Awareness Program. The Contractor agrees to participate in public outreach events, at no charge to the Town, by providing up to forty (40) hours per year of an outreach person's time at such public outreach events, provided that notice of at least five (5) Work Days is given. In the event that the Town's notice for Contractor's cooperation under this Section is less than five (5) Work Days, Contractor, at its sole discretion, may agree to provide the requested outreach person. The Town anticipates these efforts will include, but are not limited to, the following:

1. Attendance at each HOA meeting annually, (Charrette) in Southwest Ranches where a high level of public awareness and input is needed and welcomed at no charge to the Town. Current HOA's include the following (more HOA's may be added by the Town, as necessary):
 - Sunshine Ranches
 - Country Estates
 - Ivanhoe Estates
 - Rolling Oaks
 - Griffin 345
2. Attendance at Council Meetings, quarterly, which will create a partnership and positive working relationship with the public/residents along with input and updates from the community at no charge to the Town.

F. Ancillary Service. The Contractor shall provide four (4) HHW and E-Waste collection events per year (one every other month of the calendar year), hereinafter referred to as "HHW Collection Events." These four (4) events shall be conducted within the Town limits at a location to be provided by the Town and on dates to be approved by the Administrator. Such HHW Collection Event shall be limited to Town residents who show official proof of residency. The HHW and E-Waste received at a collection event shall not be comingled and shall be immediately processed following a collection event. Contractor shall reject any HHW and E-Waste that it reasonably believes to be commercial in nature.

(a) Each HHW Collection Event shall occur on a Saturday and shall last at least six (6) hours in duration or until all residents that have arrived at the location during those hours have been serviced. Contractor shall arrive at a minimum of one and one half (1.5) hours prior to the event start time for setup and a pre-event safety meeting.

(b) The Contractor shall be responsible for providing all staff, equipment, and resources needed for the collection, quantifying, packaging, and removal of HHW and E-Waste received at each HHW Collection Event.

(c) The Contractor shall accept, quantify, log, transfer, recycle, reuse and/or dispose of HHW and E-Waste delivered by TOWN residents to the HHW Collection Event.

(d) The Contractor shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for TOWN residents.

(e) The Contractor shall ensure that HHW and E-Waste is accepted from Town residents only, via valid identification or other means. No commercially generated waste or Contractor-Generated Waste shall be accepted.

(f) The Contractor is solely responsible for complying with all local, State, and Federal regulations regarding packaging, recycling, manufacturing, and transporting E-Waste and HHW, including any and all requirements mandated by federally permitted facilities.

(g) Upon acceptance of HHW and E-Waste at the HHW Collection Event, the Contractor shall bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials.

(h) At least sixty (60) calendar days prior to the first HHW Collection Event, the Contractor shall provide the Town with an Operations Plan detailing the following:

- Number of staff personnel and minimum level of training of such staff. Drop-Off HHW Site Manager shall receive training in accordance with OSHA 29 CFR §1910.120.
- List of onsite equipment.
- Set up of site, including traffic control, ingress and egress, and restricted areas.
- Methodology detailing how materials will be received and logged and a sample log sheet.
- Methodology detailing how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the HHW Collection Event site to final disposal/recycling facilities.
- Site safety, chemical containment, and spill containment plans.

The Operations Plan is subject to approval by Administrator.

(i) Within thirty (30) days of the Commencement Date, the Contractor shall provide documentation of end markets for all HHW and E-Waste. Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates, and signatures; or (3) sworn affidavit from Contractor on Contractor letterhead. Such documentation shall specify the materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). The Contractor shall keep this information current throughout the term of the Agreement. Should the environmental or regulatory compliance record of an end market warrant, the Town reserves the right to require the Contractor to change end markets.

(j) The Contractor and the Town agree that changes to Section 11(F) can be made by mutual written agreement of the parties.

SECTION 12. RESIDENTIAL RATES AND BILLING

A. Customer Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, which shall not be prorated. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for directly billing Residential Service Units for providing Excess Bulk Waste and all other Special Collection Services as specified in Section 5.D of this Agreement.

B. Contractor Invoicing. The Contractor shall invoice the Town for Residential Collection Services rendered under this Agreement no later than the tenth (10th) day of the month following the month such services were rendered. The Town shall review the invoice and pay all undisputed portions of the invoice within thirty (30) days of receipt of the invoice. The monthly invoice from and payment to the Contractor shall be the Residential Service Unit count times the monthly residential Rate as shown in Exhibit 1, attached hereto, and included herein. In the event that the Town decides to pay the Contractor utilizing P-card, the Town shall meet with Contractor in good faith to come to mutually agreeable terms regarding administrative charges and potential discounts for prompt payment.

C. Residential Service Unit Count. No later than April 15, 2023, and September 15 of each subsequent Operating Year, the Town will notify the Contractor of the new Residential Service Unit count that will become effective on October 1 of the upcoming Operating Year. In the event the Contractor does not agree with the Residential Service Unit count provided by the Town by more than five percent (5%), the Contractor may request that the Town and the Contractor perform a joint physical count of the Residential Service Units in the Service Area. Except as set forth below, no adjustments will be made to the Residential Service Unit count during an Operating Year to account for Residential Service Units that come on or go off Residential Collection Service on a monthly basis. The unit count for the initial year of the Agreement shall be the count as contained in the solid waste non-ad valorem assessment roll as currently maintained by the Broward County Property Appraiser.

D. Service Rates. The Town shall initially pay the Contractor for Residential Collection Service in accordance with the rates and generation factors established in Exhibit 1, attached hereto, and included

herein. The initial service Rate, including the Collection components and the disposal or processing components for each Residential Collection Service, shall not be adjusted through September 30, 2023.

E. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted October 1, 2023, and annually thereafter each Operating Year as described in Sections 11.F and 11.G below. Beginning on October 1, 2024, rates for Residential Collection Service may also be adjusted per 11.H below. All Rate adjustments shall be reduced to writing and signed by the Contractor representative identified in Section 28 and the Town Administrator. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to approve any Rate adjustment in accordance with the terms of this Agreement, then such failure is an event of default.

F. Collection Component Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index as described below.

(1) Subject to the conditions herein, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the portions of Rates indicated in Exhibits 1 and 2 shall be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2024, the relevant period will be April 2023 through April 2024. for the twelve (12) month period.

(2) The percentage change in the CPI shall be calculated by the Administrator using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent April (e.g., 2024)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., 2023)

(3) The rates as adjusted for the CPI Index shall be rounded to the nearest penny. Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed six percent (6%) and there shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the six percent (6%) "cap" in a year when the CPI adjustment would exceed six percent (6%), but for the six percent (6%) limitation contained herein).

(4) Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator during May of the then current Operating Year to become effective on October 1st

in the year of request. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates on October 1 of the next Operating Year. Further, there shall be no "catch up" adjustment to the Rates in future years to off-set or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates.

(5) In all cases, the CPI adjustment, as calculated by the Administrator, shall occur if the CPI adjustment will reduce the Rates.

(6) If the Administrator concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Administrator shall promptly provide notice to the Contractor concerning the CPI adjustment. The Administrator also shall provide the Contractor with the Administrator's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Administrator within ten (10) Work Days if the Contractor disagrees with the Administrator's determination or calculations.

(7) Exhibit 6 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.

(8) If the CPI is discontinued or substantially altered, the Town may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

G. Disposal or Processing Component Adjustment. The Disposal Component or Processing Component, as applicable, of the Rates for Collection Service is not subject to a CPI adjustment but shall be adjusted to reflect any changes in the Tipping Fee at the Designated Facilities or other approved facility(ies). The Contractor shall notify the Town at least sixty (60) days prior to a change in the Tipping Fees at Designated Facilities or otherwise approved facilities, on or before July 1st of each Operating Year. The Disposal Component or Processing Component shall be adjusted to reflect changes in Tipping Fees once per year at the same time the CPI adjustment is calculated for the Collection Component of the Rates. The Contractor shall provide its Commercial Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the Administrator. The Town shall calculate the amount of the Rate adjustment by using the Generation Factors and formulas provided in Exhibits 1 and 2. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to financially satisfy the Rate adjustment to the Disposal Component or Processing Component to reflect changes in Tipping Fees in accordance with the terms of this Agreement, then such failure is an event of default.

H. True Up/ Generation Factor Adjustments. The generation factors specified in Exhibit 1 that are used to calculate the disposal or processing components of the Residential Service Unit rates may be adjusted once per year during the term of this Agreement beginning October 1, 2024. The generation factors may be adjusted based on the average quantities of Solid Waste, Program Recyclables and Bulk Waste collected pursuant to this Agreement during twelve consecutive months beginning April 1st 2023 through March 31st 2024 and each April 1 through March 31 thereafter for the term of the Agreement, not including quantities collected as Excess Bulk Waste. The Contractor shall provide monthly documentation demonstrating the accuracy of the tonnage of Solid Waste, Program Recyclables and Bulk

Waste collected, as well as Excess Bulk Waste collected which shall be accounted for separately from Bulk Waste tonnages, in the Town during each Operating Year in accordance with Section 21.

For example, the calculation for Solid Waste is as follows: average of twelve consecutive months June 1 through May 31 of Solid Waste tonnage divided by total Residential Service Units: 3,500 (tons) ÷ 2,660 (units) = 1.315 T/P/Y. The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months. $1.315 \text{ T/P/Y} \times \$76(\text{disposal rate}) = \$100.00 \div 12(\text{months}) = \8.33 per unit per month. At the commencement of services under the Agreement, annual Residential Service Unit base Solid Waste tons will be established at 3,500 tons per year, 2,660 total number of units, and \$76 per ton; Program Recyclables will be established at 957.6 tons per year and \$96 per ton; Bulk Waste will be established at 9,000 tons per year and \$54 per ton. At the end of each twelve month period (June 1 through May 31), the Town will calculate the actual generation factor and cost of disposal or processing for Residential Service Units. Any variance in the generation factors will trigger the True-Up process. If the actual generation factor is less than the established generation factor, the Contractor has been overpaid and therefore shall pay to the Town the difference between the initial generation factor and the actual generation factor. As an example: $1.315 \text{ T/P/Y}(\text{initial}) - 1.0 \text{ T/P/Y}(\text{actual}) = 0.315 \times \$76(\text{disposal rate}) = \23.94 (annual overpayment/unit); $\$23.94 \times 2,660(\text{units}) = \$63,680.40$ owed to the Town. Reimbursement for the overpayment shall be made to the Town by September 1st of that year. If the actual generation factor is more than the established generation factor, the Contractor has been underpaid and therefore the Town shall pay the difference between the initial generation factor and the actual generation factor. Reimbursement for the underpayment shall be made to the Contractor by September 1st of that year.

Notwithstanding the Contractor provided monthly reporting, the Town may elect to conduct its own waste management study. The generation factors determined by that study will be the factors used in the CONTRACT.

I. Agreement Preparation and Administration Expenses. Contractor understands and agrees that the cost of the proposal process is a part of the cost of providing Residential Collection Service and thus a responsibility of the Contractor, and even though such costs in the amount of forty-nine thousand six hundred eighty dollars (\$49,680) were initially expended by the Town, the expenditure was for the benefit of the Contractor. Accordingly, Contractor agrees that any and all monies due Contractor for the provision of services under this Agreement, up to an amount of forty-nine thousand six hundred eighty dollars (\$49,680), will be credited against the Contractor's monthly invoices, as follows, as reimbursement for these expenditures:

- (1) Five thousand dollars (\$5,000) will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first Operating Year.
- (2) The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor's monthly invoices at one thousand (\$1,000) per month for forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45) month, beginning the second month of the Agreement term.

J. Franchise Permit Fee. With the exception of the initial year of this Agreement, the Contractor shall pay an annual Franchise Permit Fee of five-thousand dollars (\$5,000) to the Town due on October 1st of each Operating Year.

SECTION 13. **COMMERCIAL RATES AND BILLING**

A. Billing. The Contractor shall be responsible for the billing and collection of payments for all Commercial Collection Service. The Town shall not be held liable for Contractor's failure to bill or collect for Commercial Collection Service. The Contractor shall always be liable to the Town for any Franchise Fee that should be collected and remitted to the Town.

B. Franchise Fee. By the twentieth (20th) day of each month, the Contractor shall remit a franchise fee to the Town equal to ten percent (10%) of the Contractor's gross receipts for Commercial Collection Service during the previous month. With such remittance, the Contractor shall provide documentation of the total amount of gross receipts and ten percent (10%) franchise fee for Commercial Collection Service during the previous month.

C. Service Rates. The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 2, attached hereto, and included herein. The initial service rates shall not be adjusted through September 30, 2023.

D. Service Rate Adjustment. The rates for Commercial Collection Service shall be adjusted October 1, 2023, and annually thereafter each Operating Year. All Rate adjustments shall be reduced to writing and signed by the Contractor representative identified in Section 28 and the Town Administrator. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to approve any Rate adjustment in accordance with the terms of this Agreement, then such failure is an event of default.

(1) Collection Component Adjustment. The collection component of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 12.F. In no event shall the annual collection component adjustment exceed five percent (5%) of the previous year's collection element of the service Rate.

(2) Disposal Component Adjustment. The Solid Waste disposal component of the Commercial service Rate shall be adjusted annually in a manner similar to that described in Section 12.G.

(3) Generation Factor Adjustment. The Solid Waste generation factors for Commercial service rates shall be adjusted in a manner similar to that described in Section 12.H.

SECTION 14. **CHANGE IN LAW**

The Contractor may petition the Town for an additional Rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the Rate adjustment. The Town may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the Town, the Town Administrator shall make a determination regarding the fairness of the request and shall make a recommendation to the Town Council at a regular meeting. Adjusted Rates shall become effective upon approval by the Town Council.

SECTION 15. EXTRAORDINARY RATE ADJUSTMENT

A. Once each Operating Year, before April 1, the Contractor may petition the Town Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the Town may audit the Contractor's records to evaluate the Contractor's request. The Town Administrator may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Town Administrator to evaluate the Contractor's petition. After receiving the requested information, the Town Administrator shall place the Contractor's petition and the Town Administrator's recommendations on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its petition.

B. The Council shall grant, grant in part, or deny the Contractor's request in a timely manner. The Council may deny the Contractor's request for any reason the Council deems appropriate. The Council's decision shall be final and non-appealable.

C. If the Contractor's request is granted in whole or in part, the Council shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase to have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Town Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Town Administrator may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the Town should continue to pay the extraordinary Rate increase. The Town Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard before the Town Administrator reduces the Contractor's rates. Any decision by the Town Administrator to reduce the Contractor's Rates may be appealed to the Council.

SECTION 16. CONTRACTOR'S PERSONNEL

A. The Contractor shall assign District Manager and a Field Supervisor (or other employees with similar job titles and responsibilities) to be in charge of the operations within the Service Area and shall provide the names of these employees in writing to the Administrator annually and any other time the persons in these positions change. The Field Supervisor shall be available to the Town through the use of telecommunications equipment at all times that the Contractor is providing Collection Service and shall be available onsite within two (2) hours of request by the Administrator.

B. The Contractor shall employ and assign qualified personnel to perform all services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

C. The Town may request the transfer of any employee of the Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

D. Contractor's employees shall be required to wear a clean uniform shirt bearing the Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.

E. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.

F. Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the Town. The Contractor's name and office telephone number shall be properly displayed on all Collection vehicles.

SECTION 17. SPILLAGE AND LITTER

A. The Contractor shall not litter any premises in the process of providing Residential Collection Service or Commercial Collection Service. The Contractor shall exercise all reasonable care and diligence in providing Collection services so as to prevent spilling or dropping of Solid Waste, Bulk Waste, or Program Recyclables during Collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste, Bulk Waste, or Program Recyclables. The Contractor shall transport all Solid Waste, Bulk Waste, and Program Recyclables in such a manner as to prevent the spilling or blowing from the Contractor's vehicle.

B. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. Contractor shall provide the Town with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

SECTION 18. COLLECTION EQUIPMENT

A. The Contractor shall have on hand at all times, in good working order, such collection equipment as shall permit the Contractor to adequately and efficiently perform the duties specified in this Agreement. Any proposed change in the collection system being used by the Contractor during the Agreement period shall be submitted in writing by the Contractor to the Administrator.

B. Collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Bulk Waste, and Program Recyclables covered by this Agreement, and transport such materials to the Designated Facilities in a manner such that no collected materials can be blown or fall from the vehicle during transport. The Contractor may utilize open-bed vehicles in the provision of Bulk Waste Collection; however, the vehicles must contain the Bulk Waste so that no material is spilled, leaked, or blown from the vehicle, and the vehicle must be covered with a securely fastened tarp during transport.

C. Each collection vehicle shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a

large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.

D. All equipment shall be kept well painted, shall clearly display, and shall only display Contractor's name, telephone number, and the materials being collected in the vehicle for Residential Solid Waste and Residential Program Recyclables; and shall be maintained in good repair, appearance, and sanitary, clean condition in order to meet community standards of appearance at all times. If the Contractor intends to use the same vehicles to collect Solid Waste and Program Recyclables, a magnet sign on the vehicle to indicate which Collection Service is being provided will suffice to satisfy the requirement to display which Residential Collection Service is being conducted (i.e., Solid Waste or Program Recyclables). All collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. The Town reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the Town is able to verify that the necessary repairs have been made.

E. The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

SECTION 19. OFFICE

A. The Contractor shall maintain an office, located within the tri-county area of Broward, Miami-Dade, and Palm Beach, where complaints can be received, and which provides toll-free telephone access for Customers living in the Town. Such office shall be equipped with sufficient telephones, shall have responsible persons in charge, and shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday on those days that the Contractor provides Collection Service and on Saturday from 8:00 a.m. to 1:00 p.m., as applicable. The Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Messages left on the answering service or mechanical device shall be responded to on the next Work Day.

B. The Contractor shall provide the Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.

SECTION 20. SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE

A. All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints shall be handled by the Contractor in a prompt and efficient manner. In the case of a dispute between a Contractor and a customer, the matter will be reviewed, and a decision made by the Administrator.

B. The Contractor will maintain a written record of all calls it receives regarding services provided pursuant to this Agreement, including but not limited to inquiries, missed Collections, and complaints (Call Log). Contractor shall use a standard form for the Call Log, as approved by the Administrator, to record the pertinent facts of each call, including but not limited to date and time of call; name, address, and telephone number of person calling; reason for the call; action taken by Contractor; and date and time any issue was resolved. Contractor shall keep this Call Log up to date. By the end of each Work Day, the

Contractor shall e-mail to the Administrator the Call Log for all calls received during that Work Day or since the previous Call Log was submitted.

C. For those complaints related to missed Collections, Contractor shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by 12:00 p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after 12:00 p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials by noon of the following Work Day.

D. For those complaints related to repair or replacement of Carts, the appropriate subsections of Section 6 of this Agreement shall apply.

E. By noon on the first Work Day of each week, the Contractor shall e-mail to the Administrator a report of those complaints, related to Collection, that were not resolved in the manner set forth in Subsection C above. This weekly report shall include all information specified in Subsection B above, as well as the status of the disposition of the complaint.

F. The Contractor shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Residential Collection Service or Commercial Collection Service and caused by the Contractor or the Contractor's representative. Within twenty-four (24) hours of occurrence, the Contractor shall provide the Administrator with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the Contractor. The Contractor shall promptly repair any such legitimate damage claim at its sole expense and within a two (2) day period of time as approved by the Administrator. Upon the request of the Contractor, the Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the Contractor.

G. By the end of the first Work Day of each month, the Contractor shall e-mail to the Administrator a report on any unresolved complaint involving a claim of damage to public or private property as a result of actions of the Contractor's employees, agents, or subcontractors. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint.

H. Contractor agrees that it is in the best interest of the Town that all Residential Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above regardless of the reason that the Collection was missed. However, in the event the Contractor does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, as may be the case for (i) a Residential Service Unit's failure to place Carts at the curbside by 7:00 a.m.; (ii) a non-collection notice was left on the Container in accordance with Section 7, Contractor shall immediately notify the Administrator in writing. The Administrator will investigate all disputed complaints and render a final and binding decision.

I. The Contractor and Town agree that changes to procedures in Section 20 can be made by mutual written agreement of the parties.

SECTION 21. RECORDKEEPING AND REPORTING

A. The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." Contractor acknowledges the public shall have access at all reasonable times to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

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

D. Upon completion of the Agreement, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

F. The Contractor shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Program Recyclables recycled; Excess Bulk Waste collected, and Commercial Solid Waste disposed. Such records shall be kept separate and apart from all other records maintained by the Contractor.

G. The Contractor shall file and keep current with the Town all documents and reports required by this Agreement. All documents and reports submitted to the Town by the Contractor shall be fully transparent. Contractor shall provide additional information as requested by the Administrator to comply with such requirement for transparency.

H. By the date specified in the Town-approved Transition Plan, Contractor shall electronically transmit to the Administrator the completed and current Residential Service Unit list that has been revised

to incorporate the Cart asset management database meeting the requirements of Section 6.E. At a minimum, the database shall include all information initially provided by the Town, (parcel folio number, address, and number of Residential Service Units on the parcel) and all information specified in Section 6.E (routes on which customer is serviced; size and serial number of Solid Waste (if applicable) and Recycling Carts; size and serial number of all extra Solid Waste and Recycling Carts; work order number, date, status, and any extra service fees billed by the Contractor for any deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets).

I. At the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the Contractor shall electronically submit the following to the Administrator, in a format approved by the Administrator:

- (1) Call Log for all calls received since the previous report, including how such calls were resolved.
- (2) Record of Residential Service Units that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.
- (3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.
- (4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the Contractor that occurred within the last twenty-four (24) hours.
- (5) Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

J. By noon on the first Work Day of each week, the Contractor shall e-mail to the Administrator a report of Collection complaints that were not resolved as required by Section 20.E.

K. Prior to the fifteenth (15th) calendar day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Administrator, in a format approved by the Administrator. The report shall contain the following information:

- (1) Tonnage of Residential Solid Waste, Residential Bulk Trash, Residential Yard Trash, and Commercial Solid Waste disposed during the previous month. At the Administrator's request, Contractor shall provide documentation, in the form of scalehouse tickets, of the tonnage of Residential Solid Waste and Residential Bulk Waste that is disposed each month.
- (2) Tonnage of Residential Bulk Trash, Residential Yard Trash, and Residential Program Recyclables recycled during the previous month.
- (3) List of all Residential Service Units charged for Special Waste Collection, including Bulk Waste in excess of twelve (12) cubic yards per set-out, during the previous month. The list shall include the customer's name and address, date service was provided, service that was provided including number of cubic yards, and fee that was charged. In addition, to the extent possible, Contractor shall maintain separate tonnage data regarding Excess Bulk Waste.

(4) Updated Cart asset management database, as well as the number of new, replacement, or additional Solid Waste Carts and Recycling Carts distributed during the previous month, the date each was requested, and the date each Cart was delivered.

(5) List of Commercial Customers receiving Commercial Solid Waste Collection Service the previous month, including each customer's name and address, size and number of Containers, frequency of Collection, and amount billed.

(6) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.

L. Prior to September 15th of each year during the term of this Agreement, the Contractor shall ensure and certify to the Town that all required documents are current and on file with the Town. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.

M. In addition to any other requirements of this Agreement, the Contractor shall be required to provide statistical and other pertinent information pertaining to Residential Collection Service or Commercial Collection Service as may be requested by the Town to monitor compliance with this Agreement or to comply with the provisions of Section 403, F.S., as amended, other pertinent laws and regulations, or any interlocal agreements the Town has or may enter into during the term of this Agreement.

N. The Contractor shall mark any information it considers confidential, proprietary, or privileged as such and the Town will treat such information accordingly as provided for in Chapter 119, Florida Statutes. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Town's custodian of public records, Russell Muniz, at (954) 434-0008.

O. The Contractor and the Town agree that changes to procedures in Section 21 can be made by mutual written agreement of the parties.

SECTION 22. LIQUIDATED DAMAGES

A. It is the intent of the Town to ensure that the Contractor provides a quality level of Residential Collection Service and Commercial Collection Service. The Town and Contractor acknowledge and agree that it is impossible to precisely determine the dollar amount of damages that would be incurred by the Town due to service failures or circumstances described in this Section for which the Contractor would otherwise be liable. Accordingly, the Town has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the Town may assess against the Contractor for failing to comply with requirements of this Agreement, time being of the essence. It is hereby agreed that the Town may deduct from any monies due, or which may become due to the Contractor, such assessed liquidated damages in the following amounts:

A.	Failure to submit a Transition Plan within thirty (30) days of Agreement execution or to revise the Transition Plan within five (5) Work Days of notification by the Administrator without prior approval of the Administrator for such delay in submittal.	\$1,000.00 per day past the due date
B.	Failure to meet the schedule outlined in the Town approved Transition Plan without prior approval of the Administrator for such delay.	\$250.00 per incident per day past the due date
C.	Failure or neglect to resolve each valid complaint, including missed Collection, in the timeframe specified herein.	\$250.00 per unresolved complaint or missed Collection per Residential Service Unit
D.	Failure to repair damage to public or private property determined caused by the Contractor or its personnel within the timeframe approved by the Administrator.	\$1,000.00 per incident per day, after the initial 48 hours or alternate timeframe approved in writing by Administrator
E.	Mixing of materials in violation of Section 5. E.	\$1,000.00 per occurrence
F.	Failure to comply with hours and days of operation specified herein.	\$250.00 per occurrence
G.	Changing Collection routes without proper notification.	\$1,000.00 per incident per day
H.	Failure to distribute Solid Waste Roll Carts by date specified in Transition Plan unless otherwise approved by the Administrator.	\$100.00 per Cart per day past due date
I.	Failure to repair, replace, exchange, or deliver a Cart within the required timeframe.	\$100.00 per Roll Cart per day past due date
J.	Failure to provide a completed Cart asset management database and to keep such database up to date as specified in Section 6. E.	\$500.00 per day past due date
K.	Failure to leave a Non-Collection Notice explaining why all material was not collected.	\$100.00 per occurrence
L.	Failure to deliver all Residential Solid Waste and Commercial Solid Waste to the Designated Disposal Facility.	\$1,000.00 per incident
M.	Failure to deliver all Residential Program Recyclables to the Designated MRF.	\$1,000.00 per incident

N.	Failure to prepare and distribute Town-approved public education materials in the timeframe specified.	\$100.00 per Residential Service Unit per day past due date
O.	Failure to remit the annual and monthly Franchise Fees to the Town in the timeframe specified.	\$500.00 per day past due date
P.	Failure to have a vehicle operator properly licensed.	\$1,000.00 per vehicle per day
Q.	Failure to clean up spillage, leakage, or excessive blowing debris with the timeframe specified.	\$1,500.00 per incident per day
R.	Failure to provide sufficient and properly maintained vehicles and equipment.	\$1,000.00 per vehicle per day
S.	Failure to submit to the Town all plans, reports, record, or other documents in the time required under the provisions of this Agreement, unless otherwise approved by the Administrator.	\$250.00 per document not submitted per occurrence
T.	Failure or neglect to complete more than 95 percent of a route (number of missed pickups must be less than 5 percent of total customers on that daily route to be considered more than 95 percent complete) on the regularly scheduled Collection day without justifiable cause (a cause that is beyond the control of the Contractor) or prior approval by the Administrator.	\$250.00 per Residential Service Unit not collected per day past Collection date

The Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Agreement. The Administrator shall notify the Contractor in writing of the liquidated damages assessed within sixty (60) days of the occurrence and the basis for each assessment. In the event the Contractor wishes to contest such assessment, within five (5) Work Days of receipt of written notice, Contractor shall request in writing a meeting with the Town Administrator to resolve the issue. The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims within five (5) Work Days of such meeting. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the Town Administrator shall be deducted from the Town's next monthly payment to the Contractor.

SECTION 23. EMERGENCY SERVICE PROVISIONS

A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event in which a state of emergency has not been issued, the Administrator may grant the Contractor a variance from regular routes and schedules. Such variance from regular routes and schedule to ensure the safety of the Contractor's employees and members of the community shall not be unreasonably denied by the Town.

However, Contractor shall make its best effort to resume regular Collection service as soon as possible. As soon as practicable after such event, the Contractor shall advise the Administrator when it is anticipated that normal routes and schedules can be resumed. The Administrator shall make an effort through the local news media to inform the public when regular Collection services may be resumed.

B. The clean-up from some non-declared events may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The Contractor shall receive additional compensation, above the normal compensation contained in this Agreement, to cover documented costs provided the Contractor has first secured written authorization and approval from the Town through the Administrator. The Contractor shall substantiate such additional costs for labor, equipment, transportation, and/or disposal in writing. The Town shall have the right to audit such costs.

C. The Contractor may provide the Town with a separate disaster cleanup agreement, as requested by the Town, with specified rates at the commencement of each Operating Year. The Town reserves the right to hire additional hauling contractors for debris removal operations after it is determined by the Administrator that additional services are needed and after notice to the Contractor.

SECTION 24. PERFORMANCE BOND

Prior to commencing services, the Contractor shall furnish to the Town, and keep current for the full duration of the Agreement and any renewal, a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of one million five hundred thousand dollars (\$1,500,000.00). It shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the Town.

SECTION 25. INSURANCE

A. The Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The Contractor shall also name the Town as an additional insured to Contractor's comprehensive general liability insurance policy, and shall provide the Town with annual Accords documenting both insurance coverages and that the Town has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:

(1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor's employees.

(2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The Town is to be included and named as an "additional insured" with respect to any claims arising out of this Agreement.

(3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage.

The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

(4) Pollution Remediation and Legal Liability: Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall include a minimum three (3) year supplemental extended reporting period, and a retroactive date that equals or precedes the effective date of the Agreement, or the performance of Collection Services hereunder. This coverage may be provided on a per-project basis.

(5) Umbrella or Excess Liability. Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the Town as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO Town COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.

C. The Contractor shall not commence operations, and/or labor to complete any of the work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.

D. Insurance policies and coverages shall not be affected by any other policy of insurance which the Town may carry in its own name.

E. Contractor's insurance policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

And

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

F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.

G. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which Town is named as an additional insured shall not apply to Town. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

I. If any of Contractor's initial insurance expires prior to the completion of the term of this Agreement, renewal copies of policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

J. The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

K. Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

SECTION 26. INDEMNIFICATION OF TOWN

A. Contractor shall indemnify, defend, and hold harmless Town, Town's contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the Contractor, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Agreement, violation of applicable law, and the negligent acts or omissions of the Contractor in the performance of this Agreement. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease, or death and to injury or destruction of tangible property.

B. Contractor further agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Town, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm, or corporation.

C. Contractor agrees, at Contractor's expense, after written notice from the Town, to defend any action against the Town that falls within the scope of this indemnity as set forth above in Subsections A and B, or the Town, at the Town's option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notice from the Town, fails to make any payment due under this Agreement to the Town or fails to perform any obligation required by this Agreement, Contractor shall pay any reasonable attorneys' fees and costs incurred by the Town in securing any such payment from Contractor, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by Contractor of written notice from the Town that such payment is past due at least twenty (20) days .

D. It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

E. The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 25.

F. The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the Town in accordance with this Agreement.

SECTION 27. POINT OF CONTACT

The day-to-day dealings between the Contractor and the Town shall be between the Contractor and the Town Administrator or designee.

SECTION 28. NOTICE

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, or by email, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the Town:

Andrew D. Berns, Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
Email: aberns@southwestranches.org

With a copy to:
Keith M. Poliakoff, J.D., Town Attorney
Government Law Group, PLLC.
200 South Andrews Avenue, Suite 601
Fort Lauderdale, Florida 33301
Email: kpoliakoff@govlawgroup.com

As to the Contractor:
David Myhan
President
Waste Management Inc. of Florida
1800 N. Military Trail, Suite 201
Boca Raton, FL 33431

With a copy to:
Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida
1800 N. Military Trail, Suite 201
Boca Raton, FL 33431

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received (i.e., printed) after 4:30 p.m. or on weekends or Holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

SECTION 29. BREACH AND TERMINATION OF AGREEMENT

A. Termination by Either Party for Cause. Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include, but not be limited to, the following:

- (1) Refusing to comply with any lawful order of the Town Administrator.
- (2) Failing to begin work within the time specified in this Agreement.
- (3) Discontinuing operations without prior authorization from the Administrator.
- (4) Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Work Days, after being notified to do so.
- (5) Failing to obey any Applicable Law.
- (6) Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Program Recyclables or Bulk Waste collected within the Service Area, except when such actions are explicitly authorized herein.

- (7) Failing to deliver Solid Waste, Program Recyclables, and Bulk Waste collected in the Service Area to the Designated Facilities.
- (8) Failing to pay, or circumventing the payment of, any tipping fee that the Contractor is obligated to pay to the Designated Facilities or other authorized facility pursuant to this Agreement.
- (9) Failing to comply with the procedures in the Contractor's Transition Plan.
- (10) Failing to obtain or continuously maintain insurance policies in the manner required herein.
- (11) Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- (12) Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.
- (13) A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

B. Before a Party may terminate this Agreement pursuant to this Section, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Town Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

C. Notwithstanding anything else contained herein, each of the events described in this Section 29.C. items 1 through 8, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

- (1) Voluntary Bankruptcy
- (2) Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any

arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

(3) Involuntary Bankruptcy

(4) Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

(5) Public Entity Crime

(6) The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

(7) Fraud

(8) The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the Town.

D. Habitual Violations. If the Contractor frequently, regularly, or repetitively fails to comply with its material obligations and requirements under this Agreement, the Town may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the Town concludes the Contractor is a habitual violator, the Town shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Council may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Council.

E. Interim Operations. In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the Town. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

F. Notwithstanding anything else contained herein, the Town may hire an alternate Person to provide Collection Services in the Town if the Contractor fails to provide Collection Service for a period of two (2) consecutive Work Days, except in circumstances involving Force Majeure. The Town's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the Town's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the Town may terminate this Agreement, effective as of the date designated by the Town. The Contractor shall reimburse the Town for any and all reasonable costs incurred by the Town related to or arising from the use of an alternate Person to provide Collection Service.

G. Effect of Termination. If this Agreement is terminated pursuant to the provisions of this Section, neither the Town nor the Contractor shall have any further duty, right, liability, or obligation under this

Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the Town shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the Town, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the Town all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section 26 (Indemnification) shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 30. MODIFICATIONS TO THE AGREEMENT

The Town and the Contractor understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Agreement. Should such changes materially alter the obligations of the Contractor, then the Collection charges established in the Exhibits to this Agreement shall be adjusted accordingly. When such modifications are made to this Agreement, the Town and the Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required. If an agreement cannot be reached, this Agreement shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

SECTION 31. PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits, and licenses required by law or ordinance and maintain same in full force and effect for the term of this Agreement and all renewals thereof, and shall, prior to execution of the Agreement, provide copies of those permits and licenses to the Town, and within fifteen (15) days of receipt.

SECTION 32. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the Contractor as an agent, representative or employee of the Town for any purpose whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.

SECTION 33. FORCE MAJEURE

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding

anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

SECTION 34. EMPLOYEE STATUS

Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the Town's officers and employees either by operation of law or by the Town.

SECTION 35. EQUAL OPPORTUNITY EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor shall comply with all federal, state and Town laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code, The Contractor is expected to fully comply with all provisions of all laws and the Town reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

SECTION 36. MEDIATION

In addition to any other remedy provided by law, the Town may agree to use arbitration or mediation to resolve any controversy or claim arising out of or relating to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is agreed to by both parties in writing, such controversy or claim shall be submitted to arbitrators selected from the National Panel of The American Arbitration Association.

SECTION 37. RIGHT TO REQUIRE PERFORMANCE

The failure of the Town at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the Town thereafter to enforce same, nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 38. GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 39. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Agreement shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 40. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

SECTION 41. COMPLIANCE WITH LAWS

The Contractor shall conduct its operations under this Agreement in compliance with all applicable Federal, State, and local laws and regulations.

SECTION 42. SEVERABILITY

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

SECTION 43. ASSIGNMENT AND SUBLETTING

A. Assignment. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town Council. The Town shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town Council shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice

to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor.

B. Subcontracting. Contractor shall not employ subcontractors without the advance written permission of the Town. Contractor shall be fully responsible for the services and work provided by a subcontractor under the terms of this Agreement. Contractor agrees that any employee or agent of the Contractor and any agent/employee of a subcontractor to the Contractor shall be removed from the Town jobsite or Town premises upon request by the Town Administrator or designee. Such request will only be issued to remove a person if the Town Administrator or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on Town property or at a Town jobsite is not in the best interest of the Town, or its employees, guests, visitors, or citizens.

C. Contractor shall not be permitted to alter its contracted name, create a dba, or transfer more than fifty percent (50%) interest in its company without the specific written approval of the Town.

SECTION 44. AMENDMENTS TO THE AGREEMENT

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall consist of the following documents, and each such documents is hereby incorporated into this Agreement as if set forth verbatim herein, and in the event of any conflict between documents or specific provisions within documents, priority of interpretation shall be given in the order listed below:

- a. This Agreement, including Exhibits 1 through 5
- b. RFP No. 22-008 and addenda to the RFP
- c. The Contractor's proposal in response to RFP No. 22-008
- d. Performance Bond and Insurance Certificates
- e. Any amendments to this Agreement that are approved by the Council and Contractor;

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit or other documents listed above, the provisions of this Agreement shall control when interpreting this Agreement.

SECTION 45. LEGAL REPRESENTATION

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 46. FUND APPROPRIATION

The Contractor understands and agrees that the Town, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without Town's written verification that the funds necessary for Contractor's compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The Town does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

SECTION 47. PUBLIC ENTITY CRIME

Contractor understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town and may not transact business with the Town in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Residential Collection Service and Commercial Collection Service.

SECTION 48. FINANCIAL INTEREST

Contractor warrants and represents that no elected official, officer, agent or employee of the Town has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no person who acts in the Town as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the Town, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such person, purchasing agent, Town elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

SECTION 49. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 50. **HEADINGS**

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

SECTION 51. **EXHIBITS**

Each exhibit referred to in this Agreement forms an essential part of this Agreement. Each such exhibit is a part of this Agreement, and each is incorporated by this reference.

SECTION 52. **MOST FAVORED NATIONS PROVISION**

In the event that Contractor offers another similarly sized governmental entity within the tri-county region obtaining similar services a contractual term, including but not limited to a pricing term relating to a specific collection category that has similar collection amounts that Town, in its sole discretion, determines to be more favorable, Contractor shall agree to modify this instant Agreement to conform with the more favorable term.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the respective date(s) below each signature.

TOWN OF SOUTHWEST RANCHES, FLORIDA
A municipal corporation

ATTEST:

By:

Russell Muñiz, Town Clerk

Mayor Steve Breitkreuz

Date: _____

Date: _____

Andy Berns, Town Administrator

Date: _____

Approved as to form and correctness:

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

Date: _____

CONTRACTOR:
Waste Management Inc. of Florida

WITNESSES:

By:

Print Name: David Myhan
Print Title: President

Date: _____

Date: _____

EXHIBIT 1

RESIDENTIAL COLLECTION SERVICE RATES

Exhibit 1
Residential Service Rates

Monthly Rates for Residential Collection Services	
	Scenario A
Solid Waste	2 x week, Carts
Solid Waste - Collection Component (per household per month)	\$ 21.46
Solid Waste – Disposal Component (per household per month)	\$ 8.33
Program Recyclables	1 x week, Carts
Program Recyclables – Collection Component (per household per month)	\$ 6.19
Program Recyclables – Processing Component (per household per month)	\$ 2.80
Bulk Waste	Every-other-week

Total Monthly Bulk Waste Collection and Disposal/Processing *	\$ 116,162.20
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* Note that the total monthly Bulk Waste Collection rate shown above is allocated in accordance with the Town's solid waste assessment based on lot size. The above monthly Bulk Waste rate does not include Town's administrative fees.

Notes:

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 12.F of the Agreement, based on changes in Consumer Price Index.
2. The Disposal or Processing Component of the Rates proposed herein shall be calculated based on the proposed generation factors and tipping fees indicated below, calculated based on the respective formula provided on the following pages, and as adjusted from time to time per the Agreement.

(Solid Waste Generation Factor per Household per Month / 2,000) x Disposal Tipping Fee = Monthly Disposal Component.

Solid Waste Disposal Tipping Fee (per ton):	\$ 76.00
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Solid Waste Generation Factor per household (pounds per household per month):	219.3
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(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.

Program Recyclables Processing Tipping Fee (per ton):	\$ 96.00
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Program Recyclables Generation Factor per household (pounds per household per month):	60
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(Bulk Waste Generation Factor per Household per Month / 2,000) x Disposal/Processing Tipping Fee = Monthly Disposal/Processing Component.

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 54.00
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Proposed Bulk Waste Generation Factor per household (pounds per household per month):	563.91
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Exhibit 1
Residential Service Rates

Special Collection Services per Section 5.D of Agreement

Rates for Excess (more than twelve (12) cubic yards per Set Out) Bulk Waste Collection Service:

Collection Component (per cubic yard)	\$ 25.00
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Disposal/Processing Component for Excess Bulk Waste:

(Generation Factor per Cubic Yard / 2,000) x Tipping Fee = Disposal Charge per Cubic Yard

Generation Factor - Pounds per Cubic Yard:	400
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Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 54.00
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Disposal/Processing Component (per cubic yard):	\$ 10.80
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Total Per Cubic Yard Charge (collection + disposal/processing):	\$ 35.80
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Rate for Bulk Waste Collection on an unscheduled service day (with Customer request and approval):

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$ 30.00
Disposal/Processing Component (per cubic yard per Collection on an unscheduled service day):	\$ 10.80
Total (collection + disposal)	\$ 40.80

Rate for Solid Waste Cart Collection on an unscheduled service day (with Customer request and approval):

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$ 15.00
Disposal Component (per Collection on an unscheduled service day):	\$ 8.33
Total (collection + disposal)	\$ 23.33

Rate for Additional Solid Waste Cart, per additional Cart per month (see Section 6.A.(4) of Agreement):

Collection Component (per Cart, per month):	\$ 16.68
Disposal Component (per Cart, per month):	\$ 8.33
Total (collection + disposal)	\$ 25.01

Solid Waste and/or Recycling Cart Replacement for Lost or Stolen Carts (see Section 6.C.(4) of Agreement):

*Not to Exceed per Cart for ninety-five (95) gallon (or similar size) Cart:	\$ 100.00
*Not to Exceed per Cart for sixty-five (65) gallon (or similar size) Cart:	\$ 90.00

**Rate shall not be adjusted during term of Agreement without Town approval.*

EXHIBIT 2

COMMERCIAL COLLECTION SERVICE RATES

Exhibit 2
Commercial Service Rates

A. Monthly Rates for Collection of Non-compacted (Loose) Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 92.99	\$ 185.98	\$ 278.98	\$ 371.97	\$ 464.96	\$ 557.94	\$ 26.84
2	\$ 185.98	\$ 371.97	\$ 557.94	\$ 743.93	\$ 929.91	\$ 1,115.90	\$ 53.69
3	\$ 278.98	\$ 557.94	\$ 836.92	\$ 1,115.90	\$ 1,394.88	\$ 1,673.84	\$ 80.53
4	\$ 371.97	\$ 743.93	\$ 1,115.90	\$ 1,487.87	\$ 1,859.83	\$ 2,231.80	\$ 107.38
6	\$ 557.94	\$ 1,115.90	\$ 1,673.84	\$ 2,231.80	\$ 2,789.74	\$ 3,347.70	\$ 161.07
8	\$ 743.93	\$ 1,487.87	\$ 2,231.80	\$ 2,975.73	\$ 3,719.67	\$ 4,463.60	\$ 214.76

Notes:

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility. Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component, then add 10% franchise fee.

Generation Factor per Non-Compacted Cubic Yard (lbs/cy): **79.74**

Solid Waste Disposal Tipping Fee (per ton): **\$ 76.00**

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 14.58	\$ 29.16	\$ 43.73	\$ 58.31	\$ 72.89	\$ 87.47	\$ 3.37
2	\$ 29.16	\$ 58.31	\$ 87.47	\$ 116.63	\$ 145.78	\$ 174.93	\$ 6.73
3	\$ 43.73	\$ 87.47	\$ 131.20	\$ 174.93	\$ 218.67	\$ 262.40	\$ 10.10
4	\$ 58.31	\$ 116.63	\$ 174.93	\$ 233.24	\$ 291.56	\$ 349.87	\$ 13.47
6	\$ 87.47	\$ 174.94	\$ 262.40	\$ 349.87	\$ 437.33	\$ 524.80	\$ 20.20
8	\$ 116.63	\$ 233.24	\$ 349.87	\$ 466.49	\$ 583.11	\$ 699.73	\$ 26.93

Notes:

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

Exhibit 2
Commercial Service Rates

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 116.24	\$ 232.48	\$ 348.72	\$ 464.96	\$ 581.20	\$ 697.43	\$ 33.56
2	\$ 232.48	\$ 464.94	\$ 697.62	\$ 929.89	\$ 1,162.37	\$ 1,394.88	\$ 67.11
3	\$ 348.72	\$ 697.43	\$ 1,046.16	\$ 1,394.88	\$ 1,743.54	\$ 2,092.26	\$ 100.67
4	\$ 464.96	\$ 929.91	\$ 1,394.88	\$ 1,859.83	\$ 2,324.79	\$ 2,789.74	\$ 134.22
6	\$ 697.43	\$ 1,394.88	\$ 2,092.31	\$ 2,789.74	\$ 3,487.19	\$ 4,184.62	\$ 201.33
8	\$ 929.91	\$ 1,859.83	\$ 2,789.74	\$ 3,719.67	\$ 4,649.58	\$ 5,579.49	\$ 268.44

Notes:

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility . Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component, then add 10% franchise fee.

Generation Factor per Compacted Cubic Yard (lbs/cy): **239.21**

Solid Waste Disposal Tipping Fee (per ton): **\$ 76.00**

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 43.73	\$ 87.47	\$ 131.20	\$ 174.93	\$ 218.66	\$ 262.40	\$ 10.10
2	\$ 87.47	\$ 174.93	\$ 262.40	\$ 349.86	\$ 437.33	\$ 524.79	\$ 20.20
3	\$ 131.20	\$ 262.40	\$ 393.60	\$ 524.79	\$ 656.00	\$ 787.19	\$ 30.30
4	\$ 174.93	\$ 349.86	\$ 524.79	\$ 699.73	\$ 874.66	\$ 1,049.59	\$ 40.40
6	\$ 262.40	\$ 524.79	\$ 787.19	\$ 1,049.59	\$ 1,311.99	\$ 1,574.38	\$ 60.60
8	\$ 349.86	\$ 699.73	\$ 1,049.59	\$ 1,399.45	\$ 1,749.32	\$ 2,099.19	\$ 80.80

Notes:

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

Exhibit 2
Commercial Service Rates

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 11.11 per occurrence

D. Container Re-delivery Rate that may be charged if Commercial Collection Service is stopped due to non-payment by the Customer upon resumption of Collection Service:

\$ 166.67 per occurrence

E. Rates for Collection of Roll Off Containers Attached to Compactors[1]

Delivery Charge for Detachable Container	\$ 166.67 per occurrence
Delivery Charge for Stationary Packing Unit	\$ 166.67 per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 333.33 per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 333.33 per month
Rental Charge for Stationary Packing Unit	\$ 472.22 per month
Collection Charge per Pull (Solid Waste)	\$ 723.99 per pull

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

F. Rates for Collection of Roll Off Containers Not Attached to Compactors¹

Delivery Charge for Container	\$ 166.67 per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 277.78 per month
Daily Rental Charge for Detachable 30-Yd Container	\$ 277.78 per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 277.78 per month
Collection Charge per Pull (Solid Waste)	\$ 647.19 per pull

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

[1]. On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility.

EXHIBIT 3

PROGRAM RECYCLABLES

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts, <u>pamphlets</u> and catalogs
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	<u>Old corrugated</u> containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

EXHIBIT 4

SPECIFICATIONS FOR SOLID WASTE CARTS AND RECYCLING CARTS

MINIMUM REQUIREMENTS:

The following specifications describe the minimum acceptable features and performance requirements for the Solid Waste Carts and Recycling Carts the Contractor will provide under the Agreement, unless otherwise agreed upon by the Administrator and Contractor.

2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

2.1	MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable. Contractor must submit technical data sheet(s) from the resin producer.
2.3	RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

3.1	ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts. Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load
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	<p>under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>
3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">Approximately 65 Gallon – approximately 224 pounds Approximately 95 Gallon – approximately 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p>
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">Approximately 65 Gallon – approximately 23 pounds minimum Approximately 95 Gallon – approximately 34.1 pounds minimum</p>
3.4	<p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 65 U.S. gallons (+/-3%) and 95 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be <u>approximately</u> as follows:</p> <p>65 Gallon – Height: 40.25"</p>

	<p>Depth: 28.0"</p> <p>Width: 26.50"</p> <p>95 Gallon –</p> <p>Height: 45.13"</p> <p>Depth: 33.73"</p> <p>Width: 28.17"</p>
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154" throughout the body of the cart, and a minimum wall thickness of 0.185" inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14".</p>
3.7	<p>MANEUVERABILITY: Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 65 gallon carts and 50 pounds for 95 gallon carts.</p>
3.8	<p>RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>
3.9	<p>HANDLES: Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>
3.10	<p>LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.</p>

3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
3.12	WHEELS: Wheels for 65 gallon carts shall be a minimum of 10" diameter. Wheels for 95 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
3.13	AXLE: The axle for 65 gallon and 95 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.
3.16	COLOR: The Solid Waste Cart body color shall be gray, brown, or black, as determined by the Administrator. The Recycling Cart shall be green or blue, as determined by the Administrator. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. Contractor must submit color chips or samples for all colors available. The Town will select the colors for the carts.
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.

4. MARKINGS: Each cart must be permanently marked with letters/numbers, as follows:

4.1	SERIAL NUMBERS: Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the Town. The Contractor will maintain a file that identifies the date of manufacture by the serial number.
4.2	TOWN SEAL: The Town Seal or logo shall be hot stamped onto both sides of the cart body.
4.3	USER INSTRUCTIONS: Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.
4.4	LOAD RATING: The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.

5. IN-MOLD LABEL SPECIFICATIONS: The in-mold label must comply with the following listed specifications, unless otherwise agreed upon between the Contractor and Administrator in writing:

5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the Town logo including images and language representing materials deemed acceptable for disposal or processing. All proofs for the label shall be submitted to the Town for approval and shall have a minimum size of 5" X 12".

6. RFID & BAR CODE INTEGRATION: If the Administrator determines it is necessary, each Solid Waste Cart and Recycling Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tag:

6.1	UHF RFID TAG: A UHF RFID Tag shall be installed into the handle of the cart body at the manufacturing factory, if required by the Administrator.
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6.2	RFID & BAR CODE INTEGRATION: All Solid Waste Carts and Recycling Carts may be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.
6.3	RFID TAG & BAR CODE ASSOCIATION: As noted above, all Solid Waste Carts and Recycling Carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility, if required by the Administrator. It is the responsibility of the cart manufacturer to provide a data base for the Town that includes the association information. The data base must include each cart's RFID tag, serial number, date of manufacture, cart size and cart type. The Contractor shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The Town may at any time request this information and Contractor must provide the information within ten (10) Operating Days of the request.
6.4	RFID INLAY SPECIFICATIONS: At a minimum, the RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.
6.5	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

7. DATA INTEGRATION

7.1	The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the Town. The data included in the specified file format from the manufacturer needs to include information on each individual cart, including but not limited to, cart size, color, type, serial number, date of manufacture and plant of manufacture.
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7.2	Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the Contractor for reporting data concerning Collections.
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8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM (ASSET MANAGEMENT)

8.1	<p>WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application:</p> <ul style="list-style-type: none"> • available 24/7/365; • requires only a browser and live internet to access; and • handles all aspects of a cart management and collection program, including cart distribution/association to household address, and Collection Service verification tracking.
8.2	<p>COLLECTION DATA MANAGEMENT:</p> <p>The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications, such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.</p>
8.3	<p>COLLECTION REPORTS:</p> <p>Contractor shall provide reporting based on the Town's needs and reporting criteria. Upon request, the Contractor's reports shall include but not be limited to: participation/set out rates; non-participation; time between stops; and cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.</p>
8.4	<p>STANDARD REPORTS:</p> <p>Standard reports shall be provided to the Administrator by customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>
8.5	<p>CART DATA MANAGEMENT:</p> <p>The Contractor's software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>

8.6	<p>CART INVENTORY REPORTS:</p> <p>The Contractor's software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports, and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format.</p>
8.7	<p>SOFTWARE FLEXIBILITY:</p> <p>The asset tracking software must act as a stand-alone system and have the ability to enter cart work orders and close out work orders via manual entries online.</p>

9. **ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS**

9.1	The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to Customers throughout the Service Area.
9.2	The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
9.3	Carts shall be assembled and placed at the resident's curb for Residential Service Units.
9.4	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.
9.5	The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the Town in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required.

10. **CART MAINTENANCE**

10.1	The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the Town with up-to-date information concerning the Contractor's inventory.
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10.2	Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the Town's inspection.
10.3	The Town may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the Town electronically via e-mail.
10.4	Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.
10.5	The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.

- 11. WARRANTY:** Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the Town. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

11.1	Failure of the lid to prevent rain water from entering the cart when in the closed position.
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.
11.3	Failure of the lower lift bar from damage during interface with lifters.
11.4	Failure of the body and lid to maintain their original shape.
11.5	Damage or cracking of the cart body through normal operating conditions.
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.
11.7	Failure of any part to conform to the minimum standards as specified herein.

EXHIBIT 5 (RESERVED)

Exhibit 6

Sample CPI Adjustment Calculations for Collection Component of Rates

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined, per Section 12.F of this Agreement. This hypothetical example assumes the first CPI adjustment will be effective with services rendered on or after October 1, 2023.

The Collection Component of the Rates will be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2023, the relevant period will be April 2023 through April 2024. for the twelve (12) month period. The percentage change in the CPI shall be calculated by the Administrator using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent April (e.g., 2024)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., 2023)

For purposes of this example, April prior year to April current year indexes will be compared in order to allow adequate time to calculate, review and place on a Town Council agenda in June in order to be effective on October 1 of a given year.

Hypothetical CPI Adjustment on October 1, 2024

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.00

April, 2023 CPI 225.116

April 2024 CPI 229.261

Change in CPI for previous 12-month period: Increase of 4.145

$4.145 \div 225.116 = 0.0184$ or 1.84%

Calculation: $\$1.00 \times 0.0184 = \0.0184 , rounded to \$.02

New Monthly Collection Component of the Rate per Residential Service Unit: $\$1.00 + \$0.02 = \$1.02$

Hypothetical CPI Adjustment on October 1, 2025

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.02

April, 2024 CPI 229.261

April, 2025 CPI 226.387

Change in CPI for previous 12-month period: Decrease of 2.874

$2.874 \div 229.261 = 0.0125$ or 1.25%

Calculation: $\$1.02 \times .0125 = \0.0127 , rounded to \$.01

New Monthly Collection Component of the Rate per Residential Service Unit: $\$1.02 - \$0.01 = \$1.01$

Hypothetical CPI Adjustment on October 1, 2026

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.01

April 2025 CPI 226.387

April 2026 CPI 240.000

Change in CPI for previous 12-month period: Increase of 13.613

$13.613 \div 226.387 = 0.0601$ or 6.01% *

Calculation: $\$1.01 \times .0500 = \0.0505 , rounded to \$.05

New Monthly Collection Component of the Rate per Residential Service Unit: $\$1.01 + \$0.05 = \$1.06$

*Note: Pursuant to the Agreement, a single CPI adjustment to the Collection Component of the Rate shall not exceed six percent (6%) in any year. Accordingly, the hypothetical CPI adjustment on October 1, 2026 shall be limited to six percent (6%).



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
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 7/28/2022
SUBJECT: AMENDMENT TO RESOLUTION FOR WP-30-21

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Council approved Waiver of Plat Application WP-30-21 in September, 2021, filed by Neida B. Padron and Abraham Gomez, to subdivide to subdivide 4.1 acres into two lots of 2.0 net acres each at the southeast corner of Luray and **Holatee** roads. The surveyor's legal description used in the original resolution needs to be corrected. This resolution will amend the legal description.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Corrective_reso -TA Approved	7/25/2022	Resolution
Survey	6/20/2022	Backup Material

RESOLUTION NO. 2022-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2021-087, WHICH APPROVED WAIVER OF PLAT APPLICATION NO. WP-30-21, TO CORRECT LEGAL DESCRIPTIONS IN THE EXHIBITS TO THE RESOLUTION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 23, 2021, pursuant to Resolution No. 2021-087, the Town Council of the Town of Southwest Ranches approved Waiver of Plat Application No. WP-30-21 ("Application") known as the Padron Waiver of Plat; and

WHEREAS, the Application was filed by Petitioners Neida B. Padron and Abraham Gomez to subdivide 4.136 acres into two lots of 2.0 net acres each, exclusive of a 0.13-acre ingress/egress easement; and

WHEREAS, Resolution No. 2021-087, which approved the Application, contained incorrect legal descriptions creating the new lots; and

WHEREAS, the Town Council and Petitioners desire to correct the legal descriptions.

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

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

Section 2. That the legal descriptions in the exhibits to Resolution No. 2021-087 are hereby replaced with the legal descriptions contained in Exhibit "A" attached hereto and made a part hereof.

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

Section 4. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____, on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.1038.01

Exhibit "A"

Parent Tract Legal Description

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

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

TRACT "A" Legal Description

A PORTION OF THE NORTH 1/2 OF TRACT 48 LESS THE WEST 40 FEET AND THE NORTH 40 FEET THEREOF, OF THE SUBDIVISION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF "EVERGLADES SUGAR AND LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF SAID TRACT 48; THENCE SOUTH 89°42'12" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 135.83 FEET; THENCE NORTH 01°49'05" WEST 252.84 FEET; THENCE SOUTH 88°10'55" WEST 102.39 FEET TO A POINT ON A LINE 92.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 01°49'05" WEST ALONG SAID PARALLEL LINE FOR 221.47 FEET; THENCE NORTH 88°10'28" EAST 238.11 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 48; THENCE SOUTH 01°49'32" EAST ALONG SAID EAST LINE 477.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 87,315 SQUARE FEET (2.0045 ACRES), MORE OR LESS.

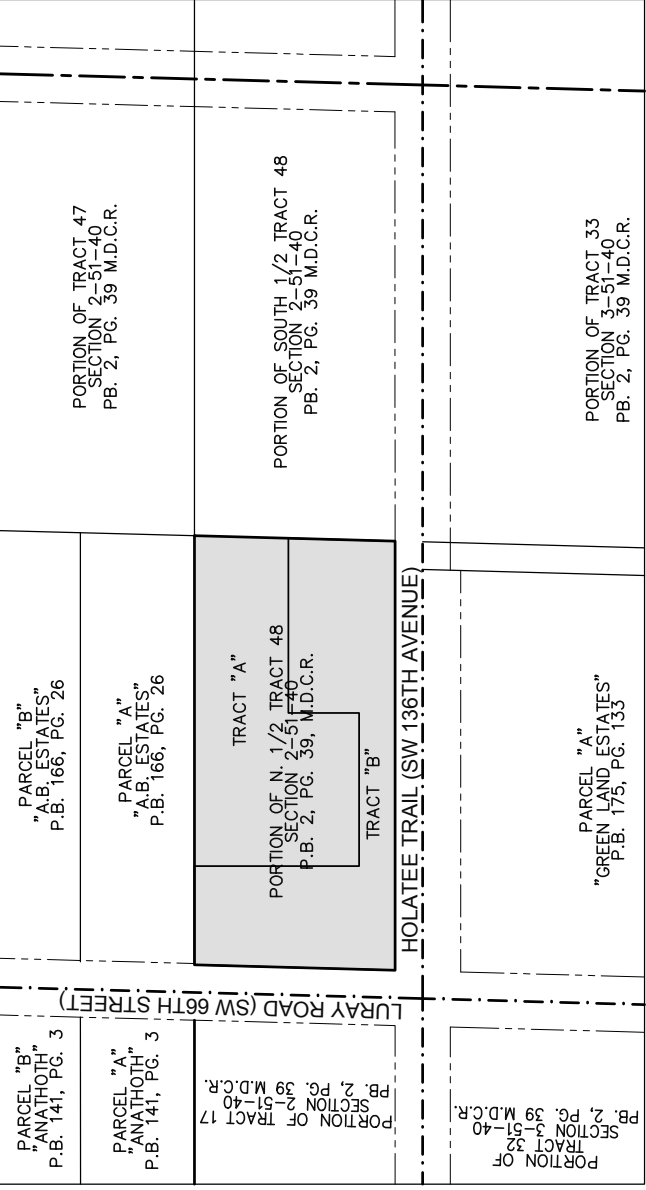
TRACT "B" Legal Description

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF SAID TRACT 48; THENCE SOUTH 89°42'12" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, FOR 135.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'12" WEST ALONG SAID SOUTH LINE 154.45 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 01°49'05" WEST ALONG SAID PARALLEL LINE 620.90 FEET TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 89°42'31" EAST ALONG SAID PARALLEL LINE 290.20 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 48; THENCE SOUTH 01°49'32" EAST ALONG SAID EAST LINE 142.93 FEET; THENCE SOUTH 88°10'28" WEST 238.11 FEET; THENCE SOUTH 01°49'05" EAST ALONG A LINE 92.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 FOR 221.47 FEET; THENCE NORTH 88°10'55" EAST 102.39 FEET; THENCE SOUTH 01°49'05" EAST 252.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 92,828 SQUARE FEET (2.1310 ACRES), MORE OR LESS.

AND
WAIVER OF PLAT
 PORTION OF SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST
 FOR:
KRYSTIE CASTILLO
 8621 HOLATILE TRAIL
 SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA 33330
 (786) 547-3487



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

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BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF SAID TRACT 48A; THENCE SOUTH 89°42'12" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2, TO 135.83 FEET; THENCE NORTH 01°49'05" WEST 252.84 FEET, THENCE SOUTH 88°10'55" WEST 102.39 FEET TO A POINT ON A LINE 92.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF 2ND SECTION 2; THENCE EAST ALONG SAID LINE 92.00 FEET TO A POINT ON THE EAST LINE OF SAID NORTH 88°10'55" WEST 238.11 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 48; THENCE SOUTH 01°49'32" EAST ALONG SAID EAST LINE 477.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 87,315 SQUARE FEET (2.0045 ACRES), MORE OR LESS.

LEGAL DESCRIPTION - TRACT "B":

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF SAID TRACT 48; THENCE SOUTH 89°42'12" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF TRACT 135.83 ACRES TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'12" WEST ALONG SAID SOUTH LINE 154.45 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 01°49'05" WEST ALONG SAID PARALLEL LINE 620.90 FEET TO A POINT ON A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 89°42'31" EAST, ALONG SAID PARALLEL LINE 290.02 FEET TO A POINT ON THE EAST LINE 142.93 FEET EAST OF SAID PARALLEL LINE; THENCE SOUTH 89°42'31" EAST, ALONG SAID PARALLEL LINE 238.11 FEET, ALONG THE SOUTH 01°49'05" EAST, ALONG A LINE 92.00 FEET OF AND PARALLEL TO SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 2 OF TRACT 47; THENCE NORTH 88°10'55" EAST 102.39 FEET; THENCE SOUTH 01°49'05" EAST 252.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAINING 92,828 SQUARE FEET (2.1310 ACRES), MORE OR LESS.

CERTIFICATION: I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

COPYRIGHT 2021 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

CONTACT PERSON INFORMATION
POLICE LAND SURVEYORS, INC. JANE STORMS
TELEPHONE NUMBER: 954-572-1777
FAX NUMBER: 954-572-1778
E-MAIL ADDRESS: JANE@POLICELANDSURVEYORS.COM

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS62
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
 STATE OF FLORIDA

5				10			
4	REVISE PROP. TRACS & BUDGS. 8/11/21	DCW		9			
3				8			
2	REVISE PROPOSED TRACS 5/20/21	DCW		7			
1	REVISE PROPOSED TRACS 3/2/21	BB		6			
NO	NO REVISIONS	RY	NO	REVISIONS	RY	NO	RY

RESIDENTIAL SITE
6620 SW 136TH AVENUE
SOUTHWEST RANCHES, BROWARD COUNTY
FLORIDA 33330

BOUNDARY & TOPOGRAPHIC SURVEY AND WAIVER OF PLAT

PULICE LAND SURVEYORS, INC.

3501 NORTHERN ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777

FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: B.E.

DRAWN BY: B.E.	SCALE: 1" = 30'	FILE: CASTILLO, KRISTIE
CHECKED BY: J.F.P.	SURVEY DATE: 12/01/2020	ORDER NO.: 67722

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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
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Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, 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: 7/28/2022
SUBJECT: Entering into an Agreement with the Florida Department of Environmental Protection (FDEP) for Additional Funding for Drainage Improvements in Green Meadows

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Green Meadows Neighborhood is prone to flooding. The Town was awarded a \$500,000 grant to improve the drainage in 2018. These improvements were recently constructed. The Town was successful in obtaining \$793,166 in additional funding for critical infrastructure in the Green Meadows neighborhood from the State budget. The Town must enter into an agreement with FDEP to begin the Drainage Improvements that must be completed before June 2025.

The Town of Southwest Ranches identified this drainage project in the Capital Improvement

Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP). The TDP has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board. This project is also supported by the South Broward Drainage District.

The project will remove flood waters from roadways in the heavily travelled area of Southwest Ranches. It will provide critical drainage capacity for storm-water runoff, thereby reducing roadway flooding, property damage, and personal injury to motorists and pedestrians. The project includes furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

Fiscal Impact/Analysis

This project will impact the FY 2022-2023 Budget. Funds will need to be made available in the Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). The total project cost is anticipated to be \$893,166, of which \$793,166 will be funded by FDEP.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/22/2022	Resolution
Grant Agreement	7/22/2022	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE SEVEN HUNDRED NINETY-THREE THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND ZERO CENTS (\$793,166.00) TO COMPLETE DRAINAGE IMPROVEMENTS IN GREEN MEADOWS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project in the Green Meadows neighborhood; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, the State Legislature has appropriated Seven Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$793,166.00) to assist the Town in completing this project; and

WHEREAS, the total project cost is estimated to be Eight Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$893,166.00); and

WHEREAS, funds in the amount of \$100,000 have been included in FY2022-2023 Proposed Budget in the Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage); and

WHEREAS, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

WHEREAS, to accept the State's funds, these improvements must be completed by June 2025; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter with matching funding committed to take place in FY 2022-2023.

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 FDEP to appropriated Seven Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$793,166.00) to complete the Town's Green Meadows drainage improvements 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. That this Resolution shall become effective immediately upon its adoption.

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

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

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1043.01

**AMENDMENT NO. 3
TO AGREEMENT NO. LP06013
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF SOUTHWEST RANCHES**

This Amendment to Agreement No. LP06013 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Town of Southwest Ranches (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Southwest Ranches Green Meadows Drainage (Project), effective September 6, 2018; and,

WHEREAS, \$793,166 in additional funding for this Project is provided under Line Item 1665A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now \$1,293,166; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1665A of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, an extension of the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$1,293,166	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1595A, FY 18-19	\$500,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23	\$793,166
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$1,293,166

3. Attachment 3-3, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-4, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-3 shall hereinafter refer to Attachment 3-4, Revised Grant Work Plan.
4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

TOWN OF SOUTHWEST RANCHES

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Andrew D. Berns, Town Administrator
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Evan Beitsch, DEP Grant Manager

Zachary Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-4	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-4 REVISED GRANT WORK PLAN

PROJECT TITLE: Southwest Ranches Green Meadows Drainage

PROJECT LOCATION: The Project will be located in the Green Meadows Neighborhood, within the Town of Southwest Ranches, in Broward County. The project limits are bound by these four coordinates: Lat/Long northwest corner (26.06239, -80.369955); southwest corner (26.0441, -80.3696); northeast corner (26.06255, -80.36243); southeast corner (26.0441, -80.3614).

PROJECT BACKGROUND: The Green Meadows Neighborhood is prone to flooding. The Town of Southwest Ranches (Grantee) identified this comprehensive drainage project in the Capital Improvement Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP). The TDP has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board.

PROJECT DESCRIPTION: The Southwest Ranches Green Meadows Drainage project will remove flood waters from roadways in the heavily travelled area of Southwest Ranches. It will provide critical drainage capacity for stormwater runoff, thereby reducing roadway flooding, property damage, and personal injury to motorists and pedestrians. The project consists of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the survey and design of the Southwest Ranches Green Meadows Drainage project and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of Southwest Ranches Green Meadows Drainage project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct Southwest Ranches Green Meadows Drainage project in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$272,985.86	07/01/2018	06/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$15,863.00	07/01/2018	06/30/2025
3	Project Management	Contractual Services	\$73,316.00	07/01/2018	06/30/2025
4	Construction	Contractual Services	\$931,001.14	07/01/2018	06/30/2025
Total:			\$1,293,166.00		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects - LI 1595A	140047
Amendment 1	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects - LI 1665A	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$1,293,166
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.



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
Emil C. Lopez, CPM, 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: 7/28/2022
SUBJECT: Budget Amendment to the Fiscal Year 2021-2022 Town Budget for Southwest Meadows Sanctuary Survey

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches submitted the Southwest Meadows Sanctuary Drainage and Water Quality Project as a Fiscal Year 2023 Federal Community Project totaling \$600,000, and the project is currently listed in the FY 2023 Federal Budget.

If awarded, the project must be constructed within one year. Surveying is needed to design the project. The Town received a proposal from Craven Thompson and Associates totaling \$24,500 to survey the property. The survey will also be used for upcoming projects within the park.

Fiscal Impact/Analysis

Available funding totaling \$14,220 is being used, and a budget amendment for the remaining portion of the funds in the amount of \$9,780 is needed to issue the Purchase Order for the survey. Therefore, a budget amendment to the Fiscal Year 2021-2022 Town Budget for funding via a transfer from General Fund unassigned Fund Balance to the Transportation Fund is needed as follows:

TRANSPORTATION FUND

Expenditure Increase:

Professional Services/Studies/Surveys (101-5100-541-31010)	\$9,780.00
Transfer from General Fund (101-0000-381-38101)	\$9,780.00

GENERAL FUND

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$9,780.00
Transfer to Transportation Fund (001-3900-581-91101)	\$9,780.00

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/1/2022	Resolution

RESOLUTION NO. 2022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$9,780.00) TO THE FISCAL YEAR 2021-2022 TOWN BUDGET TO SURVEY THE SOUTHWEST MEADOWS SANCTUARY PARK AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches submitted the Southwest Meadows Sanctuary Drainage and Water Quality Project as a Fiscal Year 2023 Federal Community Project; and

WHEREAS, the project is listed in the FY 2023 Federal Budget; and

WHEREAS, if awarded, the project must be constructed within one year; and

WHEREAS, surveying is needed to design the project; and

WHEREAS, available funding totaling Fourteen Thousand Seven Hundred Twenty Dollars and Zero Cents (\$14,720.00) is being used, and a budget amendment for the remaining portion of the funds in the amount of Nine Thousand Seven Hundred Eighty Dollars and Zero Cents (\$9,780.00) is needed to issue the Purchase Order for the survey; and

WHEREAS, the Town Council believes the budget amendment is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves a budget amendment to the Fiscal Year 2021-2022 Town Budget for funding via a transfer from General Fund unassigned Fund Balance to the Transportation Fund as follows:

TRANSPORTATION FUND

Expenditure Increase:

Professional Services/Studies/Surveys (101-5100-541-31010)	\$9,780.00
Transfer from General Fund (101-0000-381-38101)	\$9,780.00

GENERAL FUND

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$9,780.00
Transfer to Transportation Fund (001-3900-581-91101)	\$9,780.00

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1032.01



Town of Southwest Ranches
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Bob Hartmann, Council Member
David Kuczenski, Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emil Lopez, Town Financial Administrator
DATE: 7/28/2022
SUBJECT: FY 2022-2023 Proposed Preliminary Millage Rate

Recommendation

It is recommended that the Town Council ratify the attached Resolution to the proposed preliminary Millage Rate for the Fiscal Year 2022-2023 at not higher than 4.1500 mill (\$4.1500 per \$1,000 in taxable value) and which is lower than the fiscal year 2021-2022 millage rate (4.2500).

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The Town of Southwest Ranches received the 2022 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2022. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the noticed, date, time, and location of our public budget hearings to all property owners. The deadline for returning our proposed

millage for our FY 2022-2023 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is Thursday, August 4, 2022.

The FY 2022-2023 Proposed Budget is funded at a combined millage rate of 4.1500 mills for operating improvements and will require, per Florida Statute, a simple-majority vote by Council members (3 out of 5 voting in support). On every \$500,000 of taxable value, this rate represents a combined \$197 dollar increase from “current year rollback rate” of 3.7561 mills and represents a decrease of \$50 from last year (FY21/22) adopted millage rate (4.2500 \$247 vs. 4.1500 \$197). **It is noted that pursuant to section 193.155(1) Florida Statutes related to “Save Our Homes”, eligible property owners change in net taxable value will not exceed 1.4%.**

This rate comprises solely of the Town of Southwest Ranches regular operating rate (4.1500) and is a reduction in the millage rate from last year (4.2500) which it will result in a decrease in ad valorem revenue to the Town of \$182,458. We are confident that with the millage reduction, the Town will generate sufficient resources to meet Council policy objectives while bringing much needed relief to taxpayers. No millage is being proposed to fund the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) as continue opportunities are being identified using the Mobility Advancement Program (Broward County Transportation Surtax).

Fiscal Impact/Analysis

Establishing a preliminary Budget millage rate that requires a majority vote (3 out of 5 Council members) with total resulting revenues of \$7,572,016 will enable the Town Council to evaluate all management’s proposed budgeted FY 2022-2023 operating, capital improvement and program modification recommendations while also receiving public discussion and input during the Town’s scheduled budget workshop and hearings. It is important to note that the rates are a “not-to-exceed” rate thus being possible to be lowered with no additional “notice” costs.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Proposed FY 22-23 Millage Rate Reso - TA Approved	7/22/2022	Resolution
FY23 Millage Information 4.15 Final	7/22/2022	Exhibit

RESOLUTION NO. 2022-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2022; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2022, the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2022 taxable value; and

WHEREAS, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Broward County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the taxing authority must advise the Property Appraiser of said proposed millage rate and of the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice).

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 4.1500 mills, which is \$4.1500 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2022-2023 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 3.7561 which is \$3.7561 dollars per \$1,000.

Section 4. That the proposed operating millage rate is higher than the rolled-back rate by 10.49%.

Section 5. The date, time and place of the public hearings to consider the above-referenced proposed millage rate and tentative budget shall be as follows:

Date: Monday, September 12, 2022
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Date: Thursday, September 22, 2022
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Section 6. The Town Clerk or designee is hereby directed to send a Certified Copy of this Resolution to the Property Appraiser and Tax Collector for Broward County.

[Signatures on Following Page]

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

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

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Esq., Town Attorney
1001.1044.01

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Millage Information

EXHIBIT A

Fiscal Year 2023 Millage Maximums and Related Information (Based on Certified Assessment Information)					
Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from prior year adopted rate funding level)	FY 2023 levy increase per \$500,000 of taxable value*
Current Year Roll-Back Rate (Town of SWR Operating 4.0504 + TSDOR .0000 Rates)	3	3.7561	\$6,853,250	(\$718,766)	\$0
FY 2022-2023 Proposed Rates (Town of SWR Operating 4.1500 + TSDOR .0000 Rates)	3	4.1500	\$7,572,016	\$774,005	\$197 *
Adjusted Current Year Roll-Back Rate	3	4.2295	\$7,717,071	\$145,054	\$237
Maximum Majority Vote	3	4.4887	\$8,190,003	\$617,986	\$366
Maximum Super Majority Rate	4	4.9376	\$9,009,058	\$1,437,041	\$591
Unanimous (Maximum)	5	10.0000	\$18,245,823	\$10,673,806	\$3,122

Note: * Property owners without a change in net taxable value will receive a real cash reduction of 2.35% in their Town of Southwest Ranches portion of their tax bill due to the proposed reduction in the millage rate from 4.2500 to 4.1500. It is important to note that FY 2023 eligible "Save our Homes" exemption property owners change in net taxable value will not exceed 1.4%.

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Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emil Lopez, Town Financial Administrator
DATE: 7/28/2022
SUBJECT: FY 2022-2023 Proposed Initial Fire Assessment Rates

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Fire special assessment maximums in accordance with Exhibit A and Exhibit B which includes ratification for an annual special 100% **tax exemption** for 100% service-connected disabled veterans.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

Chapter 193.3632, Florida Statutes, and Town Ordinance No. 2001-09, requires the annual adoption of an initial Fire Protection Assessment Resolution. Proceeds derived by the Town from the Fire Protection Assessment will be utilized for the provision of Fire Protective contractual services, planning, facilities, machinery, programs and volunteer fire activities. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall

be carried forward and used exclusively (if unassigned) to fund the qualified expenditures above stated.

The adoption of the initial Fire Protection Assessment Resolution determines the amount of the Fire services assessed costs to be advertised. This resolution establishes the maximum rates that may be applied for next fiscal year and also sets the date, place, and time for the public hearing for this assessment. The initial Fire Assessment rates being proposed are based on a Fire Assessment Study are the result of an adopted 2021 Fire Protection Assessment Study conducted by Munilytics, Inc. ("Consultant") that included a methodology providing for combining of the non-residential categories (Commercial, Institutional and Warehouse/Industrial) into one category and to use a 5-year rolling average for fire call date. The cost apportioned to each parcel were based on the Town's proposed costs of Fire Protection Services for FY 2022-2023

The year over year assessment net dollar increase of \$732,557 (FY23 \$3,571,807 vs. FY22 \$2,839,250) within all categories is mainly due to the contractual escalator of the Town's fire service contract with the Town of Davie at 7.5% which represents 64% of the overall increase.

Fiscal Impact/Analysis

The Proposed Fire Assessment rates addresses fire personnel, fire operations, planning, and capital improvements related to fire services such as prevention, awareness, and suppression. Increases for each residential category unit as well as for warehouse/industrial/institutional per square building footage are proposed and funded at \$199.66 and 0.0319, respectively. It is worth mentioning that last year's residential rate of \$764.44 was reduced to \$690.00 by Town Council with the utilization of \$306,310 previously allocated to a construction project.

Property Category	FY22/23 Proposed	FY21/22 Adopted	Prop vs. Adop Increase
Combined Non-Residential	\$0.8633	\$0.8314	\$0.0319
Acreage	\$146.68	\$75.96	\$70.72
Residential	\$889.66	\$690.00	\$199.66

This proposed budget also funds program modifications related to the Volunteer Fire operations to improve planning for fire vehicles and safety equipment. Additionally, it includes the contractual escalator with the Town's service contract with the Town of Davie at 7.5% which is the main driver for the year-over-year increase as it represents 64%.

For FY 2023, fourteen (14) veterans have qualified for and claimed this exemption. The total dollar impact to the Town's General Fund for the veteran's exemption (14 qualified disabled veterans) is \$12,455 (\$889.66 X 14 residents). It shall also be noted that the General Fund millage impact of imposed FS 170.01 (4) pertaining to a full Fire Assessment exemption for vacant agricultural property is approximately \$163,548 (1,115 acres X \$146.68).

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
RESO 2022-____ Preliminary SWR Fire Assessment	7/25/2022	Resolution
Exhibit A FY 23 Fire Assessment Update Report	7/25/2022	Exhibit
FY23 Initial Fire assessment Worksheet - Exhibit B	7/22/2022	Exhibit

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RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2022 FIRE ASSESSMENT UPDATE REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2022-23; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, has enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Protection Assessment for fire services, facilities, and programs for Fiscal Year 2022-2023 requires certain processes such as the preparation of the Preliminary Fire Protection Assessment Roll; and

WHEREAS, annually, a Preliminary Fire Protection Assessment Resolution describing the method of assessing fire costs against assessed property located within the Town, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for imposition of Fire Assessments; and

WHEREAS, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2021-2022), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of

allocating and apportioning Fire Assessed Costs among parcels of Assessed Property;
and

WHEREAS, the 2022 Update Report, attached hereto as Exhibit "A", identifies and describes the Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2022-2023, and determines the Preliminary Fire Protection Assessment Rate Schedule; and

WHEREAS, the Town Council, during the Fiscal Year 2013, made a policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Veteran's Service-Connected Total and Permanent Disability ad valorem tax exemption providing them with a 100% exemption for Fire Protection Assessments pursuant to a June 23, 2011 unanimous vote and wish to provide for such exemption for the Fiscal Year 2022-2023; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, desires to reimpose a fire protection assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2022, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Fire Assessment Rate Resolution so that the Town may initiate the process to impose Fire Assessments for Fiscal Year 2022-2023; and

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

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

Section 2. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Initial Assessment Resolution (Resolution 2011-084), the Final Assessment Resolution (Resolution 2011-098), and all subsequently adopted Preliminary and Annual Assessment Resolutions, and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. This Resolution confirms, modifies, supersedes and amends, as noted herein, Resolution 2011-084 and where any conflicts occur between this Resolution and Resolution 2011-084 or other previous Fire Assessment Resolutions, the terms of this Resolution shall prevail. However, nothing in this Resolution

amends or affects the validity of any Fire Protection Assessments adopted and imposed by any previously adopted resolutions.

Section 3. Purpose and Definitions. Section 3 of Resolution 2011-084, as previously amended, is hereby amended to add the following definition:

"Report", "2022 Report" or "Town of Southwest Ranches 2022 Fire Assessment Update Report" means the technical report detailing and documenting the data and methodology used to determine the Fire Protection Assessment Rates for Fiscal Year 2022-2023 prepared by Munilytics, dated July 16, 2022. The 2022 Update Report is attached hereto and incorporated within this Resolution as Exhibit A. With adoption of this Preliminary Resolution, the Town Council approves this 2022 Update Report.

Section 4. Provision and funding of Fire Protection Services. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. Proceeds of the Fire Protection Assessments shall be used to fund all or a portion of the costs of the provision of fire protection services to assessed properties within the Town. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 5. Imposition and Computation of Fire Protection Assessments.

A. Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, as more specifically set forth in the 2022 Update Report in Exhibit "A" to this Resolution. Where the use of a building or buildings on a parcel indicates a use different from the Fire Class Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the Fire Class Code assigned to the parcel. The Town

also has the authority to request that the Property Appraiser change the Fire Class Code when the Town has determined that another Fire Class Code is more appropriate based on an on-site inspection by the Town. If the Town is not allowed on-site access to inspect the property and structures, the Property Appraiser determination on Fire Class Code will be used for calculation of the Fire Protection Assessments.

B. Where a residential parcel, Fire Class Code "R" or "Residential/Other", contains one or more Dwelling Units, each Dwelling Unit shall be assessed at the Residential Rate. Other structures, such as a non-commercial barn, free-standing garage/workshop, and/or otherwise assessable agricultural building, that are not Non-residential Buildings and are located on a residential parcel containing one or more Dwelling Units are considered appurtenant to the dwelling unit(s) and are not separately assessed. Where structures, such as a non-commercial barn, free-standing garage/workshop, and/or assessable agricultural building, are not Non-residential Buildings and are located on a parcel with no Dwelling Units, the parcel and structure(s) are classified in Fire Class Code "R" ("Residential/Other") for purposes of the Fire Protection Assessment and shall be assessed collectively as one (1) Dwelling Unit.

C. Non-residential Buildings on parcels in Fire Class Codes of Commercial "C", Institutional "I", and Warehouse/Industrial "W" shall be assessed based on the Building Area of each building multiplied by the Combined Nonresidential Rate based on the use of the building. The total assessment on the parcel shall be the sum of all the assessments calculated for each building/structure.

D. Where multiple buildings on a parcel have different uses, generally a parcel in Fire Class Code Special or "S", the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on such an "S" parcel shall be the total of the Fire Protection Assessments calculated for each Non-residential Building on the parcel at the Combined Non-residential Rate for each building plus the total of all Dwelling Units on the parcel at the residential per Dwelling Unit rate.

E. Parcels with a Fire Class Code of Acreage "A" shall be assessed per acre at the Acreage assessment rate. Agricultural property exempted from ad valorem taxes by the Broward County Property Appraiser shall be exempt from the Fire Assessment, unless the terms of subsection F below that allow assessment of such property apply.

F. Pursuant to FS 170.01(4), notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under FS. 193.461 as may be amended from time to time, unless the land contains a residential

dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage and qualifying nonresidential farm buildings. As used in this subsection, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), the Initial Assessment Resolution (Resolution 2011-084), the Final Resolution (Resolution 2011-098), and in all subsequent Preliminary and Annual Resolutions are affirmed, amended, modified, and incorporated herein by reference. Any amendments to such prior findings and determinations made by this Resolution shall not affecting the validity or effectiveness of any prior resolutions for purposes of the Fire Protection Assessments adopted and imposed by such prior resolutions. In addition, it is hereby ascertained, determined, and declared that the fire protection services to be funded by the Fire Protection Assessments provide special benefit to the Assessed Property based upon the findings and data contained in the 2021 Report, as updated and amended by the 2022 Update Report, and the following legislative determinations:

A. Upon adoption of this Preliminary Assessment Resolution determining the Fire Protection Assessed Costs and identifying the Assessed Parcels to be included in the Preliminary Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 12-20 and 12-21 of the Code are hereby ratified and confirmed.

B. In accordance with the Town of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), no costs related to the provision of emergency medical services (EMS) are included in the Fire Assessed Costs used in determining the proposed Fire Protection Assessment Rates in this Resolution.

C. It is fair and reasonable to use the Broward County Property Appraiser's Fire Class Codes, Fire Basis element as described in the 2021 Report, as updated by the 2022 Update Report, and other property use and parcel information maintained by the Property Appraiser in the assessment calculation methodology and the preliminary assessment roll because the data maintained by the Property Appraiser is the most comprehensive, accurate, and reliable information available to determine property use, structures, number of Dwelling Units, and Building Area for improved property and acreage for vacant/undeveloped property. The database maintained by the Property

Appraiser is used in development of the Tax Roll and is thus consistent and compatible with use of the Tax Roll for imposition and collection of the Fire Assessment under the Uniform Method of Collection.

D. Apportioning Fire Assessed Costs among classifications of property using historical demand for fire protection services is fair and reasonable and proportional to the special benefit received.

E. Fire Incident Reports are the most reliable data available to determine the potential demand for fire protection service from property use and to determine the benefit to property use resulting from the availability of fire protection services to protect and serve Assessed Parcels.

F. The level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services to non-specific property uses would be required notwithstanding the occurrence of any incidents at such non-specific property uses. Therefore, it is fair and reasonable to omit those Incident Reports related to non-specific property from the Fire Assessed Costs allocation.

G. The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units on the parcel and the anticipated occupants of the structures, particularly Dwelling Units. To minimize administrative burdens and recognizing the relatively uniform initial fire protection response to Dwelling Units, the number of Dwelling Units on a parcel is a reasonable method of relating fire protection costs to the special benefit to such Dwelling Units and the property. Where parcels with one or more Dwelling Units also contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to assess only the Dwelling Units as the primary driver of demand for fire protection services. Where parcels contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to attribute demand for fire protection services equivalent to that of one Dwelling Unit to the Assessed Parcel. The demand for fire protection services by Non-residential Buildings is primarily determined by the size of the structure or structures, and the Building Area of Non-residential Buildings is a reasonable method of relating fire protection costs to the special benefits to such buildings and the property they occupy. There is a logical relationship between the presence of dwelling units on a parcel, the presence and size of Non-residential Buildings and the Fire Assessed Costs of providing the staff, equipment and fire protection services, the special benefit to Assessed Parcels from the provision of fire protection services, and the proposed Fire Protection Assessment calculated in the 2022 Update Report.

H. Allocating Assessed Costs per acre to parcels in Fire Class Code Acreage "A", vacant/undeveloped, is fair and reasonable based on historical call data, uses data maintained by the Broward County Property Appraiser, and minimizes administrative burdens while recognizing the special benefit from the suppression and containment of fires occurring on such parcels.

Section 7. Determination of Fire Protection Assessment costs; Establishment of Preliminary Fire Protection Assessment Rates.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2022-2023, is the amount determined in the 2022 Update Report. The approval of the Preliminary Fire Protection Assessment Rate Schedules by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Fire Protection Assessment Rate Schedule as described in the 2022 Update Report are hereby established to fund, in whole or in part, the specified Fire Protection Assessed Costs determined to be assessed for Fiscal Year 2022-2023 commencing on October 1, 2022.

Fiscal Year 2022-23 Preliminary Fire Protection Assessment Rates

Rate Category	Assessment Unit	Preliminary Not-to-Exceed Assessment Rate
"A" Acreage	Per Acre	\$ 146.68
"R" Residential/Other	Per DU/Unit	\$ 889.66
Combined Non-residential	Per SF	\$ 0.8633

C. The Preliminary Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2022-2023 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 8 of this Preliminary

Assessment Resolution. When approved by adoption of an Annual Resolution, the Fire Assessment shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 8. Preliminary Assessment Roll.

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the Code and this Preliminary Resolution. The Assessment Roll shall include all Assessed Parcels within the Fire Class Codes and rate classes. The Town Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution and the 2021 Report, as amended and modified by the 2022 Update Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution, the 2021 Report, and the 2022 Update Report attached hereto as Exhibit "A" is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Town.

Section 9. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with lawfully available, non-assessment funds.

Section 10. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Monday, September 12, 2022 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida , at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider adopting the Annual Resolution imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 11. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later than August 24, 2022.

Section 12. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than August 24, 2022. The Town Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

Section 13. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 14. Severability. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 15. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartman _____
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
1001.1046.01

EXHIBIT A

Town of Southwest Ranches FY2022-23 Fire Assessment Update Report

Prepared by Munilytics, dated July 16, 2022

**(Referred to in Preliminary Assessment Resolution
as 2022 Report or 2022 Update Report)**

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Town of Southwest Ranches FY2022-2023 Fire Assessment Update Report “2022 Update Report”

July 16, 2022



Report Commission

This study was commissioned by the Town of Southwest Ranches as part of its annual fire services special assessment program. The study evaluated the assessment roll for FY2022-2023 in light of the FY2021-22 assessment methodology used to levy the assessment. Last year, the Town of Southwest Ranches 2021 Fire Protection Assessment Methodology Report updated the call data for the calendar years 2016-2020 and combined certain non-residential categories (Commercial, Institutional, and Warehouse/Industrial) into one blended category (Combined Non-Residential) to reduce the volatility in rates that arose when presenting them discretely. This Town of Southwest Ranches 2022 Fire Protection Assessment Methodology Report “(2022 Report”) updated the call data to include calendar years 2017-2021 as well as incorporating updated property data from the Broward County Property Appraiser. As part of this 2022 update, the FY2022-2023 roll was also prepared. For future years, we recommend that each year an additional year of call data is added to the analysis, up to a maximum of 10 years, to further reduce volatility in the assessment rates.



Study Conclusions

The evaluation of the assessment roll, based upon the proposed rates show the follow gross assessment amounts:

Amount Expected to be Levied in Each Category

	Amount
Combined Non-Residential	857,433
Acreage	272,562
Residential	2,418,984
Government-Exempt	<u>22,713</u>
Total Levy	<u><u>3,571,692</u></u>

Of the total amount levied, there is a total of \$198,738 that has been exempted either because they are parcels that cannot be legally assessed or the Town has elected not to levy an assessment (e.g., totally disabled veterans). Those costs not assessed will be funded with lawfully available Town revenues and not from fire assessment revenue.

The following table summarizes the costs of the FY2022-2023 fire rescue services, the amount apportioned to the fire assessment based upon the studies, and the amount apportioned to each indicated property rate category.

(continued)



Town of Southwest Ranches

**Proposed FY 2022/2023
Fire Assessment**

Expenditures	Total FY 2022-2023 Proposed	General Fund Portion	Fire Assessment Portion
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% Allocation per Study		40.00%	60.00%
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Direct Expenses:

Fire Rescue Contractual Service	\$ 4,089,898	\$ 1,635,959	\$ 2,453,939
Operating Expenses	431,684	N/A	431,684
Non-Operating Debt	29,485	N/A	29,485
Capital Outlay	154,642	-	154,642
Fire Protection/Control Contingency	55,500	N/A	55,500
Sub-Total	\$ 4,761,209	\$ 1,635,959	\$ 3,125,250

Other Expenses

Publication & Notification Costs	1,431
Statutory Discount	124,628
Collections Cost	44,511
Miscellaneous	27,894
Fire Assessment Cost Allocation of Townwide Personnel/Contractual Costs	247,978

Less: Amount of Budget Not Assessed

-

Total Amount Assessed

\$ 3,571,692

Property Category	Assess Unit Type	% Apportioned	Amount	Total Proposed Rates FY 22/23
Combined Non Residential - 993,183 SF		24.01%	857,434	\$ 0.8633
Acreage - 1,858 Acres	Per Acre	7.63%	272,562	\$ 146.68
Residential - 2,719 Units	Per Unit	67.73%	2,418,985	\$ 889.66
Government - Exempt - 22,712 SF	Per Sq.Ft. Bldg Area	0.64%	22,711	-
Total		100%	\$ 3,571,692	



EXHIBIT B

Town of Southwest Ranches Proposed FY 2022/2023 Fire Assessment Worksheet

Sources:

Fire Administration Department
Volunteer Fire Service Department
Volunteer Fire Fund

Expenditures	Total FY 2022-2023 Proposed	General Fund Portion	Fire Assessment Portion
% Allocation per Consultant Study for FR Contractual Services Only		40.00%	60.00%

Direct Expenses:

Fire Rescue Contractual Service	\$ 4,089,898	\$ 1,635,959	\$ 2,453,939
Operating Expenses	431,684	N/A	431,684
Non-Operating Debt	29,485	N/A	29,485
Capital Outlay	154,642	-	154,642
Fire Protection/Control Contingency	55,500	N/A	55,500
Sub-Total	\$ 4,761,209	\$ 1,635,959	\$ 3,125,250

Other Expenses

Publication & Notification Costs			1,431
Statutory Discount			124,628
Collections Cost			44,511
Fire Assessment Cost Allocation of Townwide Personnel/Contractual Costs			250,747
Fire Protective Awning - Fire Truck			25,240
Total Fire Assessment Expenses			\$ 3,571,807

Based On 2023 Consultant Study

Property Category	Assess Unit Type	% Apportioned	Amount	Proposed Rates FY 22/23	Adopted Rates FY 21/22	Difference: Adopt. vs Proposed Incr/ (Decr)
Combined Non-Res: Commercial-321,601 SF	Per Sq.Ft. Bldg Area	7.77%	277,530	\$ 0.8633	\$ 0.8314	\$ 0.0319
Combined Non-Res: Institutional-554,082 SF	Per Sq.Ft. Bldg Area	13.41%	478,979	\$ 0.8633	\$ 0.8314	\$ 0.0319
Combined Non-Res: Warehouse/Indust-116,500 SF	Per Sq.Ft. Bldg Area	2.82%	100,725	\$ 0.8633	\$ 0.8314	\$ 0.0319
Acreage - 1,858 Acres	Per Acre	7.63%	272,529	\$ 146.68	\$ 75.96	\$ 70.72
Residential - 2,705 Units	Per Unit	67.73%	2,419,184	\$ 889.66	\$ 690.00	\$ 199.66
Government - Exempt - 41,339 SF	Per Sq.Ft. Bldg Area	0.64%	22,860			
Total		100%	\$ 3,571,807			

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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
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emil Lopez, Town Financial Administrator
DATE: 7/28/2022
SUBJECT: FY 2022-2023 Proposed Initial Solid Waste Assessment Rates

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special assessment maximums in accordance with Exhibit A and which includes ratification for an annual special 50% tax exemption for 100% service-connected disabled veterans.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

Background

The Town's contract with Waste Pro, Inc. expires on September 30, 2022. In anticipation, the Town, on March 31, 2022, posted a request for proposal (RFP) for "Solid Waste, Recyclables, Bulk Waste Collection and Disposal Franchise Agreement" with a deadline of May 13, 2022. The Town received four (4) proposals and the selection committed ranked Waste Management, Inc. of Florida with the highest score.

The proposed rates included in the FY 2022-2023 Proposed Budget are not yet final and

reflect the best effort to provide a firm estimate of the total solid waste assessment expenses. As such, Administration expects a significant cost increase combined with a much-anticipated improvement in services. Total proposed solid waste assessment expenses have been estimated at \$2,947,722 from \$1,700,171 in FY2021-2022. This is primarily due to an increase in rates across all lines of services (Solid Waste, Recyclables, and Bulk Waste).

Fiscal Impact/Analysis

The Town intends to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. The new Franchise Agreement provides the following financial benefits to the Town, which are consistent with the current agreement:

- Reimbursement for cost of the RFP process in the amount of \$49,680. The first \$5,000 will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first year of the Franchise Agreement. The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor's monthly invoices at one thousand (\$1,000) per month for forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45th) month, beginning the second month of the Agreement term.
- Franchise Permit Fee of \$5,000/year. With the exception of the first year of the agreement (paid as noted above), the Contractor shall pay this fee to the Town by October 1 of each year of the Franchise Agreement.
- Commercial Franchise Fee equal to 10% of the commercial service fees charged and collected by the Contractor, which will be remitted monthly to the Town.

For FY 2023, fourteen veterans have qualified for and claimed the 100% service-connected qualified disabled exemption (five more than the prior year). The total approximate dollar impact to the Town's Solid Waste Fund from fourteen (14) Property Appraiser designated 100% service-connected qualified disabled veterans with a 50% reduction is \$8,050 (\$1,150 avg. x 50% x 14 residents).

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
FY23 Solid Waste Assessment Initial - TA Approved	7/22/2022	Resolution
FY23 Solid Waste Initial Assessment Worksheet - Exhibit A	7/22/2022	Exhibit

RESOLUTION NO. 2022-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

WHEREAS, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

WHEREAS, the Town Council, during the Fiscal Year 2018, made an initial policy decision, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 50% exemption for Solid Waste and Bulk Waste Assessments pursuant to R-2017-058 approved on September 13, 2017, via unanimous vote and wish to provide for such exemption for the Fiscal Year 2023.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter "Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the

singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Parcel" means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

"Bulk Waste" means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

"Commercial Property" or "Non-residential Property" means collectively those Parcels with DOR Codes, Use Codes or Usage indicating more than just single-family residential uses and that may have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution. Combination Commercial or Non-residential uses with single-family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"DOR Code" means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll. Where the use of a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose a rate based on the use regardless of the DOR Code assigned to the parcel.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

"Estimated Solid Waste Assessment Rate Schedule" means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

"Household Waste" means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

"Report" or **"Town of Southwest Ranches Solid Waste Assessment Report"** means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

"Residential Property" means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013 Public Hearing. Combination Commercial or Non-residential uses with single family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"Vacant/Agricultural Property" means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property. As such, Commercial or Non-residential Properties shall be billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

Section 3. Provision and Funding of Solid Waste Services.

Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

Section 4. Imposition and Computation of Solid Waste Assessments.

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

Section 5. Legislative Determination of Special Benefit and Fair Apportionment. It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Bulk Waste, including but not limited to vegetative debris and solely residential livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Section 6. Determination of Solid Waste Assessed Costs; Establishment of Initial Solid Waste Assessment Rates.

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2022-2023 commencing October 1, 2022, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2022-2023 commencing on October 1, 2022.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2022-2023 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 7. Preliminary Assessment Roll. The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be

in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

Section 8. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be partially exempt from the collection of the Solid Waste Assessments. The Town shall buy down this 50% exemption with non-assessment funds.

Section 9. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Monday, September 12, 2022, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 10. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than Wednesday, August 24, 2022.

Section 11. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than Wednesday, August 24, 2022. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

Section 12. Severability. If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 13. Application of Assessment Proceeds. Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Townwide solid waste services, facilities, and programs.

Section 14: Conflicts. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

Section 15: Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of

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

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.1045.01

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EXHIBIT A

Town of Southwest Ranches Proposed FY 2022/2023 Solid Waste Assessment Worksheet

Sources:

Waste Management
Broward County Property Appraiser
Munilytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Proposed FY 22/23
% Allocation Direct Expenses Only	48.82%	51.18%	

Direct Expenses:

Solid Waste Collection	\$ 691,956	\$ -	\$ 691,956
Recycling Collection	\$ 199,590	\$ -	\$ 199,590
Recycling Processing	\$ 92,863	\$ -	\$ 92,863
Bulk Waste Collection	\$ -	\$ 917,019	\$ 917,019
Solid Waste Disposal	\$ 268,593	\$ -	\$ 268,593
Bulk Waste Disposal	\$ -	\$ 491,076	\$ 491,076
Sub-Total Cost of Service	\$ 1,253,002	\$ 1,408,095	\$ 2,661,097

Other Expenses

Statutory Discount	\$ 123,432
Collections Cost and Other	\$ 44,755
Townwide Personnel\Contractual Costs	\$ 283,125
Total Solid Waste Assessment Expenses	\$ 3,112,409

Based On Consultant Study

Assessment	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Bulk Waste Cost Per Unit	Proposed Rates FY 22/23	Adopted Rates FY 21/22	Difference: Increase (Decrease)
A	- 41,200	409	\$ 540.53	\$ 421.95	\$ 962.48	\$ 593.01	\$ 369.47
B	41,201 46,999	450	\$ 540.53	\$ 472.20	\$ 1,012.72	\$ 638.88	\$ 373.84
C	47,000 62,999	424	\$ 540.53	\$ 584.90	\$ 1,125.43	\$ 703.33	\$ 422.10
D	63,000 95,999	480	\$ 540.53	\$ 604.30	\$ 1,144.83	\$ 730.85	\$ 413.98
E	96,000 106,999	478	\$ 540.53	\$ 698.55	\$ 1,239.07	\$ 773.17	\$ 465.90
F	107,000 >107,000	446	\$ 540.53	\$ 874.44	\$ 1,414.97	\$ 879.74	\$ 535.23