



Southwest Ranches Town Council

REGULAR MEETING Agenda of January 26, 2023

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Bob Hartmann Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Jim Allbritton		<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. **Proclamation for Archbishop Edward A. McCarthy High School 25th Anniversary**
4. **Presentation to SWR Parks Foundation - Antonio Salcicoli**
5. **Coyote Nuisance Presentation & Discussion**
6. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
7. **Board Reports**
8. **Council Member Comments**
9. **Legal Comments**
10. **Administration Comments**

Ordinance - 2nd Reading

11. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2023-2027 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY;**

PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - December 8, 2022}

Ordinance - 1st Reading

- 12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 3 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO DANGEROUS DOGS; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Tabled from October 27, 2022}**

Resolutions

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH CYPRESS FOUNDATION SOLUTIONS LLC IN THE AMOUNT OF THIRTY EIGHT THOUSAND TWO HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$38,020.00) TO COMPLETE THE FOUNDATION ENCAPSULATION OF SOUTHWEST RANCHES VOLUNTEER FIRE DEPARTMENT MODULAR AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 15. Annual Review of Charter Officials (Tabled from December 8, 2022 Meeting)**
- 16. Approval of Minutes**
- a. November 17, 2022 Regular Meeting**
 - b. December 8, 2022 Regular Meeting**
 - c. January 12, 2023 Workshop - Keep Us Rural**
- 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.

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PROCLAMATION
Archbishop Edward A. McCarthy High School 25th Anniversary

WHEREAS, as a result of a feasibility study completed by the University of Miami in 1993, the Archdiocese of Miami authorized the construction of a new Roman Catholic High School in South Broward, becoming the first new Catholic High School built in the Archdiocese in nearly thirty years; and

WHEREAS, a site in what is now the Town of Southwest Ranches was selected for the location of this new school with a ground-breaking ceremony taking place on April 27, 1997; and

WHEREAS, the school was named after Archbishop Edward A. McCarthy in honor of the many contributions he made to the South Florida community; and

WHEREAS, the first phase of construction began in 1997 and included a 21-room classroom building, a 300-seat chapel, an air-conditioned gymnasium and locker rooms and three athletic fields to accommodate up to 800 students; and

WHEREAS, the second phase of construction began in 2002 and included two new buildings with additional classrooms, a state-of-the-art media center, fine arts theatre, computer labs, and offices for administration, student services, admissions, guidance and athletics; and

WHEREAS, several additions to the campus have been made over the years and include additional classrooms, fitness center, athletic center and locker rooms, broadcasting studio, science labs, and most recently a multi-purpose athletic field with turf replacement and scoreboard; and

WHEREAS, in 2011, the school introduced the iPad as the primary learning tool used by students making it the first school in South Florida to use this technology; and

WHEREAS, Archbishop Edward A. McCarthy High School has been designated as a School of Excellence by the Catholic Education Honor Roll and an Apple Distinguished School; and

WHEREAS, the school has won many national and state athletic and academic championships, including in Baseball, Golf, Volleyball, Soccer, and Robotics; and

WHEREAS, the school currently has 1,750 students enrolled and nearly 10,000 alumni; and

WHEREAS, on September 6, 2022, Archbishop Edward A. McCarthy High School officially began to celebrate its 25th anniversary, starting with a special 25th anniversary mass celebrated by Archbishop Thomas Wenski, kicking-off the first of many school-wide celebrations taking place throughout the year, with the most recent being the school's 25th Anniversary Gala held on January 20, 2023; and

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches congratulates Archbishop Edward A. McCarthy High School on its 25 years of Catholic education in our community and supports the designation by the State of Florida for the portion of Flamingo Road in front of the school to be designated as "Archbishop Edward A. McCarthy High School Way".

Dated this 26th day of January, 2023

STEVE BREITKREUZ, MAYOR

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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
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, 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: 1/26/2023
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

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

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

At this time, the Comprehensive Planning Board is in the process of recommending updates to the entire comprehensive plan. The proposed amendment to the Schedule is accompanied by housekeeping amendments to the adopted goals, objectives, policies and implementation provisions as part of the Board's effort to update the plan. The Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Town Planner
Emily McCord Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - TA Approved	11/28/2022	Ordinance
FY_22-23_CIE_with_CPAB_rev	11/28/2022	Backup Material
221006-CIE-Data-3	11/28/2022	Backup Material

ORDINANCE 2023

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2023-2027 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council determined that portions of the adopted Capital Improvements Element are out of date; and

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on December 8, 2022 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That Capital Improvements Element, including the Five-Year Schedule of Capital Improvements, is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Transmittal. The Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency under the expedited state review procedure.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the

extent of such conflict.

SECTION 5. Severability. If any 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 or this Ordinance.

SECTION 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSED ON FIRST READING this 8th day of December, 2022 on a motion made by _____ and seconded by _____.

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

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
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
1001.207.01

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan, adopted (Amendment No. 20-02ESR, July 14, 2020), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 20-01ESR, August 25, 2020) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be as follows:
School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 110% FISH capacity

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five-year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

Measurement:

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Coordinate Town-developed tertiary drainage systems with the Central Broward Water Control District and the South Broward Drainage District.
3. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
4. Evaluate the public benefits of annexing lands into the Town.
5. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
6. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
7. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
9. Reserved.
10. Develop and maintain a tertiary drainage plan for all the areas within the Town.
11. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.
12. Implement the capital improvements identified in this Comprehensive Plan

as may be updated from time to time.

13. Determine the feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

	Pavement Striping and Markers	-	NF	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	80,000
	Guardrails Installation Project	390,000	NF	390,000	NF	205,000	NF	-	NF	1,190,000
	Street Lighting	-		25,000	TBF	201,000	NF	196000	NF	422,000
	Dykes Road Piping	571,050	ARPA	-	NF	-	NF	-	NF	571,050
PROJECT TOTALS		\$7,978,034		\$2,007,756		\$2,192,556		\$2,344,481		\$25,898,200

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
STx	Mobility Advancement Program/Transportation Surtax
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:

*Broward County Capital Improvement Program for FY 2023-2027

* Broward County Transportation Improvement Program for FY 2022/23 – 2026/27

* Broward County MPO Cost Feasible Long-Range Transportation Plan 2045

*FDOT Adopted Work Program FY 2022/23 – 2026/27

* City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.

* Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

*Broward County School Board District Educational Facilities Plan for FY 20223-2027

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2023-2027): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two-lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2022/23 – 2026/27
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2022/23 – 2026/27

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The Town hereby adopts by reference the City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply to the limited number of properties served by the system.

The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein for the purpose of ensuring adequate water supply to the limited number of properties served by the system.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2022/23 – 2026/27 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long-term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS for each public elementary, middle, and high school within Broward County is as follows:

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than

the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long-range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY 2022/23 – 2026/27 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended

reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five-year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long-Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

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Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

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	Drainage Improvement Projects: Non-Surtax	2,807,744	G, TFB, GF Tfr, GF FB	138,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	3,359,744
	Pavement Striping and Markers	-	NF	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	20,000	GAS, GF Tfr	80,000
	Guardrails Installation Project	390,000	NF	390,000	NF	205,000	NF	205,000	NF	-	NF	1,190,000
	Street Lighting	-		25,000	TBF	201,000	NF	196000	NF		NF	422,000
	Dykes Road Piping	571,050	ARPA	-	NF	-	NF	-	NF	-	NF	571,050
	PROJECT TOTALS	\$7,978,034		\$2,007,756		\$2,192,556		\$2,344,481		\$11,375,373		\$25,898,200

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
STx	Mobility Advancement Program/Transportation Surtax
TFB	Transportation Fund Fund Balance



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

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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: Keith Poliakoff, Town Attorney
DATE: 1/26/2023
SUBJECT: Vicious Dog Ordinance

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The Town is a rural community that contains numerous dogs and other animals. Although the majority of the dogs reside within the Town without incident, on several occasions dangerous dogs have attacked people, livestock, and other animals.

As a result of these dangerous dog attacks, the Town believes that it is in the best interest of the health, safety, and welfare of its residents to amend the Town's Code to regulate dogs to protect the lives and welfare of its residents and their pets.

This Code Amendment seeks to establish a definition for a 'dangerous dog.' It also seeks to prohibit run away dogs and defines such as a public nuisance. Run away dogs may be impounded and if found to have caused injury to a person or animals will casue the owner to

be prosecuted to the fullest extent of the law which may include civil and criminal proceedings.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Dangerous or Vicious Dogs Ordinance - TA Approved	1/12/2023	Ordinance

- 1
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1 (2) Has killed or injured a domestic animal while unprovoked and off the
2 owner's property;

3 (3) Has, when not under the direct control of any person and, when
4 unprovoked, chased or approached a person upon the streets, sidewalks, or
5 any public grounds in a menacing fashion or apparent attitude of attack,
6 provided that such actions are attested to in a sworn statement by one (1)
7 or more persons and dutifully investigated by the appropriate authority.

8 Notwithstanding anything else contained in this ordinance, a dog shall not be
9 classified by the Town or a Code Enforcement Officer as dangerous if the threat,
10 injury or damage sustained by a person was sustained at a time when the
11 person was unlawfully on the property of the dog's owner, or while a person was
12 lawfully on the property of the dog's owner but was tormenting, abusing, or
13 assaulting the dog, its owner, or a family member or guest of the owner; or if
14 the dog was protecting or defending a human being within the immediate
15 vicinity of the dog from an unjustified attack or assault.

16 Domestic animal shall mean an equine or bovine animal, goat, sheep, swine,
17 domestic cat, dog, poultry, ostrich, emu, rhea, or other tamed, raised or kept
18 beast or bird.

19 (a). The owner of a dangerous dog shall confine the dog to its property in an
20 enclosure and shall not take, or allow the dog to be taken, out of the property
21 unless the dog is securely muzzled and under the physical control of the owner
22 by means of a leash, cord or chain.

23 (b). When a court or competent jurisdiction has found the dog to be dangerous and
24 orders the dog to be registered with Broward County, no person shall keep or
25 harbor a dangerous dog without a valid dangerous dog license, pursuant to the
26 Broward County Code of Ordinances, sections 4-12(b)(1), as they may be
27 amended from time to time.

28 **Penalties:**

29 An officer who has probable cause to believe that a person has committed an act
30 in violation of this ordinance shall issue a citation for a civil penalty in an amount
31 set by resolution.

32
33 * * *

34 **Section 3: Inclusion.** The Town Clerk shall cause this Ordinance to be
35 included as part of the Town's Code of Ordinances.

36 **Section 4: Conflict.** That all Sections or parts of Sections of the Code of

Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict are hereby repealed to the extent of such conflict.

Section 5: Severability. If any one or more of the provisions of this Ordinance shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be separate from the remaining provisions, and shall in no way affect the validity of all other provisions of this Ordinance.

Section 6: Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ____ day of ____, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of ____, 2023, on a motion made by _____ and seconded by _____.

[Signatures on the Following Page]

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Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.2303.01



Town of Southwest Ranches
13400 Griffin Road
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Bob Hartmann, Council Member
Gary Jablonski, 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: 1/26/2023
SUBJECT: Contract with TranSystems Corporation Consultants

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services. On April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.

On July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation. On August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.

SEPI Engineering & Construction, Inc. assists the Town, on an hourly basis, to provide

planning, zoning, and land use services, as necessary, and at the discretion of the Town. SEPI Engineering & Construction, Inc., processes all land use and zoning public hearing items, as well as special projects for the Town. This Agreement is set to expire on April 28, 2025.

On September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants.

The Town agrees to assign its agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims.

Fiscal Impact/Analysis

None.

Staff Contact:

Jeff Katims, Town Planner

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Reso - Agreement with Transsytems - TA Approved	1/19/2023	Resolution
Agreement with Transsytems	1/19/2023	Agreement

RESOLUTION 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, on August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.; and

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

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

WHEREAS, on April 28, 2022, pursuant to Resolution 2022-058, the Town approved the first amendment to the agreement with SEPI Engineering & Construction, Inc. increasing the hourly rates and extending the term of the agreement; and

WHEREAS, this Agreement is set to expire on April 28, 2025; and

WHEREAS, on September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants; and

WHEREAS, pursuant to this Resolution, the Town agrees to assign its agreement with SEPI Engineering & Construction, Inc. to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims;

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

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

Section 2: The Town Council hereby approves the assignment of its planning, zoning and land use services from SEPI Engineering & Construction, Inc., to TranSystems Corporation d/b/a TranSystems Corporation Consultants or to such other legal entity employing Jeff Katims.

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator and the Town Attorney to execute an assignment, if necessary.

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

[Signatures on Following Page]

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

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

_____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
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
1001.197.01

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ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION



ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation ("Agreement"), dated as of December 8, 2022 (the "Effective Date"), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation ("Assignor"), Town of Southwest Ranches ("Client"), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida ("Assignee"). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor ("Transaction"); and

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the "Contracts"); and

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction; and

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place who will inherit all obligations and liabilities under the Contracts; and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.

1.2 Assumption. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.

1.3 Payment. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.

1.4 Management. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement. If such staffing is changed, the Contracts may be terminated immediately for cause.

1.5 Consent. Client hereby consents to the Transaction.

2. Novation. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

3.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

3.2 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at its address on record with the Assignee either by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, or (b) proof by the sender that Notice has been sent and (b) if the party giving the Notice has complied with the requirements of this Section.

3.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Entire Agreement. This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

3.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.

3.6 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,

remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

3.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date first shown.

ASSIGNOR:
SEPI Engineering & Construction

Date: 12/9/2022

Signature Steven L. Thomas

Name: Steven L. Thomas

Title: Senior VP

ASSIGNEE:
Transsystems Corporation

Date: 12/9/22

Name: [Signature]

Title: VP and General Counsel

Client hereby acknowledges the assignment of Contracts from Assignor to Assignee as described above.

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: Steve Breitzkreuz, Mayor

_____ day of 2022

WITNESSES:

By: Andrew D. Berns, Town Administrator

_____ day of 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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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: Thomas Holste, General Services Manager
DATE: 1/26/2023
SUBJECT: Contract to Award Cypress Foundations LLC

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town desires to complete an encapsulation project at the Southwest Ranches Volunteer Fire Department (SWRVFD). The building presently is resting on exposed earth causing high humidity under the building. The building has insulation under the floor which holds moisture due to this humidity. That combined with the cool temperature inside the building has caused a major issue with the softening of the floor throughout the SWRVFD. In September we had a member of the Davie Fire Department injured when the floor gave out as he walked through the building. We have made and are continuing to make repairs to the floor as these soft spots appear. The area under the SWRVFD will be cleared of all debris, the insulation removed, and wood repaired as needed. A liner will be installed encapsulating the area beneath the building with multiple dehumidifiers installed. It is believed that this process will

prevent the floor from softening in the future.

The Town advertised an Invitation for Bids (“IFB”), IFB 23-001 on Friday December 23, 2022.

One responsive bid was received by the Town on December 28, 2022. A summary is below.

Bidder Amount

Cypress Foundations Solutions LLC \$38,270.00

After reviewing the bid, it was determined that Cypress Foundations Solutions LLC, a veteran owned company was the only responsive bidder.

Fiscal Impact/Analysis

Bidder Amount

Cypress Foundations Solutions LLC \$38,270.00

A breakdown of the current available project funding is below.

Source Amount

Town \$10,000.00

TOTAL \$10,000.00

A budget amendment utilizing unassigned Fund balance (Reserves) is needed for the additional \$28,020.00 as follows:

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$28,020.00

Expenditure Increase:

Building maintenance (001-3200-522-46020) \$23,220.00

Machinery & Equipment (001-3200-522-64100) \$ 4,800.00

Staff Contact:

Thomas Holste, General Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Cypress Foundations RESO - TA approved	1/12/2023	Resolution
Exhibit "A" Cypress Foundation Solutions Agreement	1/18/2023	Exhibit

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH CYPRESS FOUNDATION SOLUTIONS LLC IN THE AMOUNT OF THIRTY EIGHT THOUSAND TWO HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$38,270.00) TO COMPLETE THE FOUNDATION ENCAPSULATION OF SOUTHWEST RANCHES VOLUNTEER FIRE DEPARTMENT MODULAR AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the foundation encapsulation of the Southwest Ranches Volunteer Fire Department modular at 17220 Griffin road; and

WHEREAS, the Town advertised an Invitation for Bids IFB no: 23-001 on December 12, 2022; and

WHEREAS, on December 28, 2022, the Town received two (2) responsive bids; and

WHEREAS, after reviewing the bids, it was determined that Cypress Foundation Solutions LLC was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Cypress Foundation Solutions LLC proposal totals thirty eight thousand twenty dollars and zero cents (\$38, 020.00) plus annual maintenance of \$250.00; and

WHEREAS, the Town budgeted Ten Thousand Dollars (\$10,000.00) for this project;

WHEREAS, a budget amendment in the amount of \$28,020.00 utilizing unassigned Fund balance (Reserves) is required to complete the project in Fiscal Year 2022-2023; and

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

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

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

Section 2. The Town Council hereby approves an agreement with Cypress Foundation Solutions LLC in the amount of Thirty-Eight thousand two hundred seventy dollars and zero cents (\$38, 270.00) for the foundation encapsulation of SWRVFD modular at 17220 griffin road in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned Fund balance (Reserves) to the Fiscal Year 2022-2023 Town Budget as follows:

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$28,020.00

Expenditure Increase:

Building maintenance (001-3200-522-46020) \$23,220.00

Machinery & Equipment (001-3200-522-64100) \$ 4,800.00

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 5. 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 _____ 2023 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
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
1001.2302

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TOWN OF SOUTHWEST RANCHES, FLORIDA
FOUNDATION ENCAPSULATION OF VFD MODULAR AT 17220 GRIFFIN ROAD
IFB 23-001

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

CYPRESS FOUNDATION SOLUTIONS LLC

FOR

**“IFB 23-001 FOUNDATION ENCAPSULATION OF VFD MODULAR
AT 17220 GRIFFIN ROAD”**

**AGREEMENT FOR
“IFB 23-001 FOUNDATION ENCAPSULATION OF VFD MODULAR
AT 17220 GRIFFIN ROAD”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 4th day of January 2023 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and CYPRESS FOUNDATION SOLUTIONS LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires IFB 23-001 Foundation Encapsulation Of VFD Modular At 17220 Griffin Road (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 23-001 on Monday, December 12, 2022 (“IFB”); and

WHEREAS, 2 bids were received by the Town on Wednesday, December 28, 2022; and

WHEREAS, the Town has adopted Resolution No. 20____ - ____ at a public meeting of the Town Council approving the recommended award and has selected CYPRESS FOUNDATION SOLUTIONS LLC for award of the Project.

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

Section 1: Scope of Services

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

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

**“IFB 23-001 FOUNDATION ENCAPSULATION OF VFD MODULAR
AT 17220 GRIFFIN ROAD”**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve Final completion of the Work within **Thirty (30) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement.
- 2.4.1 Final Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;

TOWN OF SOUTHWEST RANCHES, FLORIDA
FOUNDATION ENCAPSULATION OF VFD MODULAR AT 17220 GRIFFIN ROAD
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(iii) All Work has been completed;

2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to finally complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages (“LD’s”) – In the event Contractor does not achieve Final Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Final Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Final Completion of the Work within **Thirty (30) calendar days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Final Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Final Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Final Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be complete no later than **Thirty (30) calendar days** from the issuance of the Notice to Proceed. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s General Services Manager, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed;

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$38,020 Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town’s General Services Manager will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor’s obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor’s performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town’s sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)**

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for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with

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

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

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

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

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

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

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

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Entities

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence;

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Section 32: Notice

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

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road

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Southwest Ranches, Florida 33330

With a copy to:

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

If to Contractor:

Cypress Foundation Solutions LLC
702 NW 9th Ave,
Fort Lauderdale, FL 33311

Section 33: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.

B. Audit and Inspection Rights and Retention of Records. Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records,

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and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be

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deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

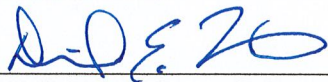
[Signatures on next page]

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CYPRESS FOUNDATION SOLUTIONS LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 20 ____.

WITNESSES:

CONTRACTOR:

By: 
DANIEL E. FARRIS, PRES (title)
4th day of JANUARY 20 23

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 20 ____

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 20 ____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

November 17, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Council Member David S. Kuczenski

Russell Muñiz, Assistant Town Administrator

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:07 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. A moment of silence was observed for Town Administrator Berns and his wife Melissa for the loss of her father.

3. Selection of Vice Mayor

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPOINT COUNCIL MEMBER JIM ALLBRITTON AS VICE MAYOR AND APPROVE THE RESOLUTION.

4. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, Jason Halberg and Marianne Allen.

5. Board Reports

George Morris, representing the Drainage and Infrastructure Advisory Board as well as the Aster Knight Parks Foundation updated the Town Council on projects and events that were happening within the Town.

6. Council Member Comments

Council Member Jablonski started by sending his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He reminded the public that Waste Management will only empty the approved garbage carts. He then updated the public on upcoming events such as the SoFlo Car Show and Chili Fest on December 10th, the Sunshine Ranches Dinner at the Park on December 11th, Town Hall will be closed for the Thanksgiving Holiday on Thursday November 24th and Friday November 25th, the Holiday Lights contest deadline of December 2nd, and Town Hall

will be closed for the Christmas Holiday on Friday, December 24th and Monday, December 26th. Next, he spoke about the fill permit procedure and asked for the Town Council's consent to direct Administration to draft an ordinance that would include all things fill related and send the item back to the Drainage and Infrastructure Advisory Board on January 17, 2023 to consider all possibilities including fill and make recommendations to Town Council. Once that step has been completed, Council Member Jablonski would like to have a 6:30 p.m. workshop prior to a Town Council meeting to codify an ordinance with the fill permit policies. He also mentioned that Code Enforcement Director Medina must make a lot of decisions regarding fill permit violations and Council Member Jablonski feels some of those decisions should be made by the Town Council. He spoke about the speeding problem in the Town and he would like to install permanent radar speed signs throughout the Town. He has asked Town Administrator Berns to research the idea and it would cost about \$120,000 for 12 of them. The money would come from the forfeiture fund and not the taxpayers.

Council Member Hartmann thought it was a great idea, however he wanted to make sure the LPR project is completed as well. Vice Mayor Allbritton inquired where a fixed radar speed sign would be placed in a location such as Green Meadows, where there are one-acre lots and houses across the street from one another to which Council Member Jablonski advised he didn't have an answer just yet. He did state the Council Member(s) and the HOA(s) should decide where to place them as they know their areas. Mayor Breitkreuz supported the idea, but he believed time must be taken to figure out the best locations for each radar sign, plus he would feel better if this project would go through the budget process so that it is published and visible to the public. Next, Council Member Jablonski spoke about the various Public Works utility projects throughout the Town and the contractors not cleaning up after the project has been completed. He asked Town Attorney Poliakoff to draft an ordinance that would have specific guidelines for vendors such as FPL, Comcast, Sunrise/Cooper City/Pembroke Pines Utility suppliers etc., to not allow service to be activated until the entire project is complete and the Town has signed off on it. Town Attorney Poliakoff elaborated further on the issue. Mayor Breitkreuz agreed with the discussion with one concern, the draft ordinance seemed to focus mostly on water lines and not the other utilities. Town Attorney Poliakoff clarified the issue for the Town Council and fielded questions from them. Council Member Jablonski wanted to make sure the Town was protected for the future. Lastly, he congratulated Vice Mayor Allbritton on his new appointment as Vice Mayor.

Council Member Hartmann asked Town Attorney Poliakoff about the septic to sewer conversion and if anyone is monitoring the State Legislation and Broward County, as he wanted to make sure nothing gets passed without the Town knowing about it. He also offered his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He advised the public, the backhoe that was abandoned in Green Meadows has finally been moved. He spoke about no construction on weekends that was brought up by a resident, but he wasn't sure if that was feasible. He liked the sliding scale idea for level three fill permits and once the Drainage and Advisory Board have worked on it, the Town Council can further discuss it. Next he spoke about residents doing work on their homes not posting the permit cards out front, which is a code violation and suggested Code Enforcement keep an eye out for that. He then spoke about things he learned from the residents during his campaigning. During his outing to the Farmer's market, he spoke with new residents that are building homes in the Town and he learned the newer

residents have a different perspective of the Town than more established residents, and he feels everyone deserves to be heard. One of the questions he heard multiple times was how did he plan on keeping the Town rural. He felt keeping the Town rural is a team effort. An ordinance was put into place that halted some of the increased density and there are more ideas that can be discovered. Council Member Jablonski had proposed having workshops and solicit ideas from the public on what rural means to them. He then mentioned the equestrian lifestyle and possibly giving tax breaks on their barns to keep the residents engaged with their animal activities.

Council Member Hartmann spoke about the new garbage contract and the people he spoke to were very happy with the service. He also received great feedback regarding the ad-valorem taxes, and he credited Town Financial Administrator Lopez for the excellent job he has done since taking over the Finance Department. He received feedback from the residents regarding public safety and the petty crime happening around the Town such as car burglaries and property theft, to name a few. He had a conversation with Town Administrator Berns and will follow up when he returns about funding available for law enforcement at the state and federal level. He suggested a member of the Town Council take up that cause and work with Town Administrator Berns to investigate applying for and obtaining the funding which will help with additional police officers in the Town. Other topics that were brought to Council Member Hartmann's attention were, workshops to explain to the residents how code enforcement works and better communication between the Town and its residents. He wished to have more residents at the meetings and have their input.

Council Member Kuczenski also offered his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He supported the idea Council Member Jablonski proposed about drafting an ordinance that outlines a sliding scale for level three fill permits. Regarding the radar speed signs, however he felt the signs should just flag a driver to slow down at a certain speed as he believed it may be more productive for the Town. One of his neighbors expressed an interest in tapping into the City of Sunrise water, and had no problems fronting the money to do so, but would like to recoup the money when and if a neighbor taps into the line she paid for and he wanted to know what the Town policy was for that question. Town Attorney Poliakoff advised the Town had always allowed this practice, but it had never been codified which is why he drafted a public utilities ordinance that will go before Town Council soon. Council Member Kuczenski then asked Town Attorney Poliakoff if the State could come in and impose a regulation that charges the residents to pay a fee to hook up to a sewer line and Town Attorney Poliakoff stated yes and the septic to sewer conversion will eventually happen due to the leakage of septic tanks into the groundwater and the water pollution caused by septic tanks. Next, Council Member Kuczenski spoke about the time change and how it affected the Dark Skies ordinance. He spoke with Town Administrator Berns and Code Enforcement to be a little more proactive during this time. He liked Council Member Hartmann's idea of tax breaks to the equestrian community for barns and other items that will protect the rural lifestyle of the Town. He advised the Town keeps a record of the license plates that come through the Town which helps with property theft. He spoke about the upcoming Country Fair and having rules in place as to how long the carnival employees and the rides can remain on Town property. He also suggested that vendors hang a banner on their booths signifying that they are Town residents. He spoke about the Town Advisory Boards and not one person had asked to step down. He advised the Town Council to keep the same members. Lastly,

he spoke about how difficult it was to read the garbage and bulk pickup map on the back of the Town Newsletter and staff's efforts to fix it as well as add it to the Town Calendar.

Vice Mayor Allbritton also offered his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He congratulated Council Members Hartmann and Jablonski for their reelection to the Town Council. He advised the Green Meadows backhoe has been removed and he thanked Town Attorney Poliakoff for his due diligence in locating the owner. He spoke about the repaving of the private street just south of Stirling Road on 166th Avenue. He thanked the residents on that street along with Town Attorney Poliakoff, Assistant Town Administrator Muñiz and Town Administrator Bern's assistance in completing that project. All 16 residents of the street pitched in and paid for the repaving. The Green Meadows projects that are underway are only affecting about eight or ten residents and they have all been notified as well about a major project in Green Meadows that is coming up. The Green Meadows Civic Association still does not have a formal name yet, but they are working on it as well as finding a permanent location to meet monthly. Lastly, he thanked the Town Council for putting their trust in him as Vice Mayor.

Mayor Breitzkreuz also offered his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He thanked Assistant Town Administrator Muñiz for all he did during this time. He acknowledged the re-election of Council Members Hartmann and Jablonski and congratulated the new Vice Mayor as well. He spoke about the time and effort Council member's Hartmann and Jablonski put into their job and their community and his pride in serving with them. He advised the Fireworks and Animals workshop will be held on December 8th at 6:30 p.m. prior to the Town Council meeting. He spoke about the three Charter Amendments that passed on November 8th and provided a small explanation of them. He liked the tax break for the barns idea and indicated his support for the banners designating Southwest Ranches vendors, but suggested seeking approval first from the organizers of the Farmers Market.

7. Legal Comments

Town Attorney Poliakoff also expressed his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He congratulated Council Member's Hartmann and Jablonski for their re-election to the Town Council. He also wished the public a Happy Thanksgiving.

8. Administration Comments

Assistant Town Administrator Muñiz also expressed his condolences to Town Administrator Berns and his wife Melissa for the loss of her father. He thanked Town Staff for working cohesively during this time as it allowed him to focus on other duties. He then provided updates on the Solid and Bulk Waste and Recycling GIS layers on the Town's webpage and the fiber-optic internet conversion from broadband throughout Town Hall. Lastly, he advised the status of the LPR project and was hopeful that by the following week the Town should have six locations with functioning LPRs. There are three other locations that have taken more coordination with other municipalities and Broward County, but the progress being made is positive. Town Attorney Poliakoff advised if the residents want their own LPR, they can pay privately for one. Council Member Hartmann mentioned some damage to the LPR in Rolling Oaks and how can they avoid that in the future. Assistant Town Administrator Muñiz advised that the Town had anticipated there would need to have maintenance on them, and they will be repaired as necessary. He is getting a quote to repair

that LPR. Council Member Hartmann then mentioned to Town Financial Director Lopez, he may want to add another line item in the budget for LPR maintenance and repair.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO REGULATE RUN AWAY DOGS AND DANGEROUS DOGS; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Tabled from October 27, 2022}**

ITEM PULLED

Resolutions (Consent Agenda)

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO CARNAHAN, PROCTOR AND CROSS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, GEOTECHNICAL ENGINEERING SERVICES AND STRUCTURAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING CARNAHAN, PROCTOR AND CROSS, INC. TO UTILIZE THE SERVICES OF AREHNA ENGINEERING INC. AND BMA CONSULTING ENGINEERING INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO HP CONSULTANTS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO KEITH AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, LAND SURVEYING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, AND GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KEITH AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF THE CHAPPELL GROUP, INC AS AN APPROVED SUBCONSULTANT FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING TRAFFIC ENGINEERING SERVICES, GENERAL CIVIL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, LANDSCAPE ARCHITECTURAL SERVICES, STRUCTURAL ENGINEERING SERVICES, ELECTRICAL ENGINEERING SERVICES, GEOTECHNICAL ENGINEERING SERVICES, LAND SURVEYING SERVICES, AND MECHANICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING KIMLEY-HORN AND ASSOCIATES, INC. TO UTILIZE THE SERVICES OF TIERRA SOUTH FLORIDA, INC., H2R CORP., STONER & ASSOCIATES INC., AND SMITH ENGINEERING CONSULTANTS, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES,

FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO LONGITUDE SURVEYORS, LLC FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO LAND SURVEYING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO METRIC ENGINEERING, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO RADISE INTERNATIONAL, L.C. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES,

FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO SOLID CONSULTING ENGINEERS, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GENERAL CIVIL ENGINEERING SERVICES, WATER TREATMENT & WELL FIELD ENGINEERING SERVICES, CONSTRUCTION INSPECTION AND / OR CONSTRUCTION MANAGEMENT, LAND SURVEYING SERVICES, GIS/CAD SUPPORT, AND AERIAL PHOTOS, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING SOLID CONSULTING ENGINEERS, INC. TO UTILIZE THE SERVICES OF CARNAHAN, PROCTOR AND CROSS, INC., AZIMUTH 360 CONSULTING GROUP INC., AND AERIAL PHOTOGRAPHY, INC. AS APPROVED SUBCONSULTANTS FOR SUCH WORK, AS OUTLINED IN ITS RESPONSE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO TIERRA SOUTH FLORIDA, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST RELATING TO GEOTECHNICAL ENGINEERING SERVICES, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT TO PROFESSIONAL SERVICE INDUSTRIES, INC. FOR THE UBIQUITOUS SERVICES CONTAINED WITHIN ITS RESPONSE TO THE TOWN'S REQUEST FOR LETTERS OF INTEREST INCLUDING GEOTECHNICAL ENGINEERING SERVICES, GENERAL ENVIRONMENTAL ENGINEERING SERVICES, AND CONSTRUCTION MATERIALS TESTING AND INSPECTION, AS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "B"; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: ITEM TABLED TO DECEMBER 8, 2022.

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2021-2022 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

23. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2023; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

24. Approval of Minutes

- a. September 12, 2022 First Budget Hearing Minutes**
- b. September 12, 2022 Regular Meeting Minutes**
- c. September 22, 2022 Regular Meeting Minutes**
- d. September 22, 2022 Second Budget Hearing Minutes**
- e. October 13, 2022 Regular Meeting Minutes**

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

MOTION: TO APPROVE THE SEPTEMBER 12, 2022 FIRST BUDGET HEARING, SEPTEMBER 12, 2022 REGULAR MEETING MINUTES, SEPTEMBER 22, 2022 REGULAR MEETING MINUTES, SEPTEMBER 22, 2022 SECOND BUDGET HEARING MINUTES AND OCTOBER 13, 2022 REGULAR MEETING MINUTES.

Adjournment

Meeting was adjourned at 9:15 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 26th day of January, 2023.

Steve Breitkreuz, Mayor

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

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

December 8, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muniz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:21 PM.

3. Proclamation for Arbor Day
2022 Arbor Day Proclamation

The proclamation was read into the record.

4. Public Comment

The following members of the public addressed the Town Council: Residents representing eight residents at the Reserve at the Ranches subdivision. They requested the ability to install a gate due to some incidents that have occurred recently and they wished to further protect their families and property. Newell Hollingsworth spoke on this issue and indicated that gates were not allowed according to the Comprehensive Plan. Mayor Breitkreuz indicated that he would address this issue under his comments. Mayor Breitkreuz also recognized former Vice Mayor Aster Knight who spoke on behalf of the Parks Foundation and the Chili Cook Off that was being held on Saturday December 10th.

5. Board Reports

George Morris, Chair of the Drainage and Infrastructure Advisory Board, indicated that the Board would not be meeting in December but did provide an update on the Green Meadows Drainage Project and indicated that it was progressing nicely. He advised that the Board recommended a change to the notification requirements for fill permits and the process would now entail a mailing be sent to the adjacent neighbors. He indicated he enjoyed his past service on the Board and indicated his desire to continue to serve. He also spoke on behalf of the Astor Knight Parks Foundation and advised about upcoming events, including the South Florida Chili Cook-Off and Car Show being held that Saturday December 10th at the Rolling Oaks Barn, as well as the second annual carnival happening from January 12th through January 16th, 2023 at the Southwest Ranches Preserve. Lastly, he spoke about the "Tree of Life" fundraising tree in the Council Chambers.

6. Council Member Comments

Council Member Jablonski advised that Town Hall would be closed on Christmas weekend and New Year's weekend and would reopen on Tuesday each time. He advised that the Household Hazardous Waste Event would be held at the Rolling Oaks Barn on Saturday January 7th. He

displayed a photo which depicted trash that he has collected during his walks along Mather Boulevard. He felt that the majority of the trash was being generated by lawn company vehicles and he felt this was creating an unnecessary hazard. He advised that the Town's speed trailers have been deployed and have been effective. He also spoke about meetings for Advisory Boards. He wanted to amend the Advisory Board policy to mandate that they take a hiatus in July and December. Doing so would eliminate the apprehension of whether the Boards should meet or not. He indicated that should they have pressing matters they could still meet but he wanted the policy to establish the hiatus for July and December. He also felt that there was sparse attendance at advisory board meetings and he invited those who were interested in serving to first attend monthly meetings. He wished everyone Happy Holidays. Regarding fireworks, he was advised by Town Attorney Poliakoff the Town does not have a local ordinance prohibiting the use of fireworks on the 362 other days that the State Law does authorize their use. He wished to craft a local ordinance prohibiting their use on the days not preempted by State Law so that Davie Police could enforce. He wanted to send the draft ordinance to the Comprehensive Plan Advisory Board for their input prior to Town Council consideration for adoption. He hoped to have something in placed prior to July. Lastly, he mentioned Sunshine Ranches Homeowners Association held a meeting regarding the vacant property located at Griffin Road and Hancock road. The HOA supported the developer's plan to build three (3) homes on the forty (40) acre parcel. He also indicated his support for this plan.

Council Member Hartmann spoke about the workshop held earlier in the evening concerning preparing animals to deal with fireworks. He mentioned that during the recent campaign he met with several residents who expressed their concerns about the Town's rural lifestyle. He wished to schedule a workshop in January to get resident input and garner more suggestions for ways to preserve the rural lifestyle. He proposed that the workshop be scheduled for January 12th at 7 p.m. He also spoke about the possibility of acquiring grants to increase the number of police officers protecting the Town. He indicated his support for Council Member Jablonski's policy proposal for the advisory boards to have an established hiatus in December and July. He spoke about the potential pitfalls of illegally bringing fill onto your property and urged residents to get permits. He wondered if a letter could be sent out to new residents advising that fill can't be brought onto the property without a permit. He spoke about the calendar put out by the Rural Public Arts Advisory Board and thought it made a great gift idea. He spoke about the fireworks issue and discussed the need to create a local bill that would grant the Town the ability to prohibit their use on days not preempted by the State. Lastly, he wished everyone Happy Holidays.

Council Member Kuczenski acknowledged Aster Knight and thanked him for attending. He indicated his support for the Town's ordinance concerning fireworks. He also indicated his support for the developer's plan to build three (3) homes on the forty (40) acres at the corner of Hancock Road and Griffin Road. He also indicated his support for Council member Jablonski's proposal to create a hiatus in July and December for Advisory Board meetings. He advised that his next newsletter article will summarize the funding requests being sent to the state Legislature. He felt that all of these requests would be great for the Town and hoped they avoided the Governor's veto. He spoke of the past successes of projects supported by Congresswoman Debbie Wasserman Schultz. He read some accounts of police activity throughout the Town. He wished everyone Happy Holidays.

Vice Mayor Allbritton also acknowledged Aster Knight. He thanked the residents who showed up earlier in the evening for the Preparing Animals for Fireworks workshop. He indicated his support for Council Member Jablonski's policy proposal to allow for a hiatus for advisory boards in July and December. He advised that the Rural Pubic Arts and Design Advisory Board held an annual contest to for homes that had the best holiday lighting display. He indicated that Santa and Mrs. Claus would be in attendance as they selected the winner. He further advised that the residents of Green Meadows, Deems Ranches and Ivanhoe were trying to reestablish a Civic Association that was previously defunct. He hoped to take additional steps in January to reconstitute the Civic Association and install new officers.

Mayor Breitzkreuz spoke about the proliferation of AirBnBs in Town. While he had no issue with residents occasionally renting out their home if they are going to be away, he did object to corporations purchasing homes and treating them like small hotels. He felt this was creating a commercial establishment in our residential neighborhoods. He spoke with the Town Attorney about this issue and was seeking to work with a lobbyist firm to see what could be done at the state level to prohibit them in incompatible areas. He sought Council support to pursue this issue further. He spoke about an article that he read in the DRW Magazine written by Davie Mayor Judy Paul about this same issue. He felt that this issue has proliferated any communities in Florida and he sought to join a coalition united to fight this issue in Tallahassee. He spoke about development pressures and the sentiment that the Town may be becoming more like its surrounding communities, and he discussed an idea that was brought up to him more than a month ago to help preserve the rural nature of the Town. Essentially, for properties that do not have the Agricultural classification but do have animals or some type of farm type use to be granted a rebate to recognize a barn structure. This would encourage these types of uses on the property. He proposed that the amount would be determined later but indicated \$500 as a possible amount. Addressing the comments raised by the concerned residents of the Reserve at the Ranches subdivision, he advised that the Town's Comprehensive Plan prohibits the use of gates at the entrance of a subdivision, but felt there were some things that could be done that might be beneficial. He offered to meet with the residents. He indicated his support for Council Member Jablonski's proposal for the hiatus for advisory boards. He also indicated his support for the fireworks ordinance. Lastly, he spoke about placing resources for residents on the website on permits. He concluded by wishing everyone a Happy Holiday.

7. Legal Comments

Town Attorney Poliakoff announced that the entire Town Council concluded their ethics training requirement earlier in the day. He acknowledged the presence of Aster Knight and spoke of the election in which Aster was first elected.

8. Administration Comments

Town Administrator Berns update the Town Council on the status of the drainage project going on out at Green Meadows. He read a prepared statement drafted by Town Financial Administrator Lopez concerning the need to authorize a change order in the amount of \$24,986.62 due to the presence of a large amount of muck that needed to be addressed and was unanticipated. The change order requested that the Town Council authorize the use of Unassigned General Fund Fund Balance (Reserves). The Town Council unanimously authorized the change order.

Council Member Hartmann remembered that he had one last thing that he wished to discuss. He advised that a proposed FDOT project would install a traffic light on Griffin Road for vehicles traveling east on Griffin Road to be able to enter I-75 northbound. Davie had previously been opposed to this project but recently changed their support. He wanted to know Council's position on this project. He asked Town Administrator Berns to place this on the January 26th agenda.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2023-2027 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE ORDINANCE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS AS A RESULT OF ITS ACQUISITION OF SEPI ENGINEERING & CONSTRUCTION, INC. OR TO SUCH OTHER LEGAL ENTITY EMPLOYING JEFF KATIMS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE. {Tabled from November 17, 2022}
{Staff Requesting a Tabling to January 26, 2023}

THIS ITEM WAS WITHDRAWN. WILL BE ADDED TO JANUARY 26, 2023 MEETING.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THAT THE MAYOR AND THE TOWN CLERK THROUGH THIS RESOLUTION AUTHENTICATE THE ELECTORATE'S APPROVAL OF THREE CHARTER AMENDMENTS; DIRECTING THE TOWN CLERK TO INCORPORATE THE APPROVED CHARTER AMENDMENTS INTO THE TOWN'S CHARTER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (PRFNAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION AND REMOVE SHERYL MELSON.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH ROBERT SIROTA AS AN AT-LARGE MEMBER.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH A TOTAL OF 8 MEMBERS (INCLUSION OF SELENA HODGERS AND WITHDRAWAL OF LEAH MCDONNEL).

18. Annual Review of Charter Officials

ITEM WAS DELAYED TO JANUARY 26, 2023

19. Approval of Minutes

a. October 27, 2022 Regular Meeting Minutes

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

MOTION: TO APPROVE THE OCTOBER 27, 2022 REGULAR MEETING MINUTES.

20. Adjournment

Meeting was adjourned at 8:59 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 26th day of January, 2023.

Steve Breitzkreuz, Mayor

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

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KEEP US RURAL WORKSHOP MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida

Thursday 7:00 PM

January 12, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muniz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

The Keep Us Rural Workshop of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM.

3. Discussion – Keep Us Rural

Council Member Hartmann spoke about the residents and what they have in common which is keeping the Town of Southwest Ranches rural such as lifestyle, open spaces, large lots, animals and the rural environment. However, when a resident asked him what his plan was to keep the Town rural, he was inspired to hold a workshop to discuss and share ideas between the Town Council and the residents. He wanted to know what the residents think rural means to them. Once all ideas have been collected, the Town Council will hold a meeting/workshop to discuss the top 5 in the current year, the next top 5 the following year and so on. Council Member Hartmann then shared what rural means to him. He has a chicken farm and residents down the street that have a horseback riding business, other residents have a variety of animals such as emus, goats, sheep, zebu. After speaking with residents, he found out that rural means something different everyone. Next he provided ideas he received via feedback in talking with the residents such as:

- Financial incentives given to residents to keep their properties rural, owning livestock, etc.
- Mayor Breitkreuz' idea to offer rebates/grants to non-agricultural properties after the taxes have been paid and the properties have been inspected to confirm they are being used for agricultural purposes. (Livestock, Barns, Farming)
- Putting up more horse trail signs and hitching posts especially around Town parks and rights-of ways. Wherever horses are being ridden.
- "Rural" sign standards for new developments. Signage should match the Town's sign requirements.
- Re-address the dark skies ordinance, increase the limits and include LED signs for home addresses.
- Changing road designs for undeveloped properties such as deeper setbacks. Houses further away from the road which will make the neighborhood look larger.
- Re-examine lot sizes and zoning code. Ex: RR+

Council Member Hartmann then outlined what the Town Council has done to maintain the Town's rural lifestyle:

- Changed the zoning in Town to require minimum 2.5-acre zoning per new property.
- Changed the fee structures on barn fire fees
- Changed the HOA requirements on new developments, the developer must comply with Town Code and rural lifestyle.
- Developers must make sure there is enough room on the property for a barn.
- Dark Skies ordinance is now proactive instead of reactive.

He then opened the floor to the public for their ideas:

Ron Martinez

- Evaluate commercial vehicles being used and stored on properties.

Newell Hollingsworth

- Prioritize the equestrian community and the Town will stay rural .
- Equestrian trails need to be added ("Center of Town trail", more signage to identify trails, Griffin Road Trail, bridge over C-11 canal, crossings for 205th and 210th).
- Pinpoint the specific areas of properties that are designated as agricultural classification by BCPA and ensure those properties only use that allotted area for AG, not the entire property.
- Investigate the renting of properties for businesses.
- Find a way to enforce the Town rules, neighbors can report incidents, without starting feuds with each other.
- Look into commercial vehicles in residential areas.

Lil Sayre

- Spoke against property setbacks because it would result in smaller backyards and less area for the animals.

Kay Taylor

- Inform the Town residents more about the harmful effects of the light pollution, through Town newsletter and such.

Joseph Altschul

- Investigate and stop large scale businesses being run from residences.
- Have the Code department become more proactive in certain cases?

Michael (Akai)

- Include "being a good neighbor" as part of the rural definition. Neighbors should treat each other with respect and not judge their neighbors if they are following the rules of the Town/HOA. They should be allowed to do what they want with their property without fear of being reported just because their neighbor doesn't like it.

Kirk Hobson-Garcia

- Rural is smaller government, the Town needs to be less hands on with daily living.
- The Town should deescalate incidents between residents and Code, and Code should educate residents on incidents more than punish them.

John Garate

- Code should not be used as a policing unit and members of the council have been doing that.
- Neighbors need to communicate with each other more.
- Town needs to communicate to residents more about what is or is not allowed for businesses being run in the Town.
- Create a SWR Small Business Advisory Board to clarify rules for businesses in the Town and to inform residents .

Richard Rojo

- Need smaller government from Town.
- Make sure there are no restrictions on residents from having animals .
- Keep population density low.
- Reduce speed in Town, especially along Griffin Road.

Debbie Green

- Town needs to address properties having animals on them without anyone residing at the home.

Boy Scouts of America Troop 224 Leader

- Thanked Town Council for all they do for the troop.

Mayor Breitkreuz thanked everyone and he liked hearing about all the challenges and ideas the residents had. He felt having a reactive Code Enforcement does help keep a balance in the Town. He stated that landscape businesses are illegal in the Town. He agrees there should be more communication and Town Council and Administration are working on a letter to send out to the residents.

4. Adjournment

Meeting was adjourned at 8:16 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 26th day of January, 2023.

Steve Breitkreuz, Mayor

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