



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 16, 2023

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitzkreuz	<u>Town Council</u> Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Jim Allbritton	David Kuczenski, Esq.	<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. **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.

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

Ordinance - 2nd Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 085-070 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO MAXIMUM ALLOWABLE FILL ELEVATIONS AND THE REMOVAL OF ILLEGAL FILL; PROVIDING**

FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading October 26, 2023}

Ordinance - 1st Reading

10. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS," TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held on December 14, 2023}**
11. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held on December 14, 2023}**

Resolutions

12. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A ONE-TIME RATE ADJUSTMENT IN THE AMOUNT OF FORTY-EIGHT THOUSAND SEVEN HUNDRED AND FORTY DOLLARS AND FIFTY-SIX CENTS (\$48,740.56) TO WASTE MANAGEMENT ("WM") FROM SOLID WASTE FUND BALANCE, WHICH REPRESENTS DISPOSAL AND PROCESSING COMPONENTS FOR SOLID WASTE AND RECYCLING TONNAGES NOT PREVIOUSLY BILLED; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
13. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TERMINATING AND RELEASING THE MOSES PALMYRA UNITY OF TITLE AGREEMENT, AS RECORDED IN PLAT BOOK 172, PAGE 127 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**
14. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO EAST PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$51,350.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO E. PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) TO CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69TH STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69TH STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, PIGGYBACKING OFF OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA23-VEL31.0, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GARBER CHRYSLER DODGE TRUCK, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS \$55,000.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.
20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN

**COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2024;
AND PROVIDING FOR AN EFFECTIVE DATE.**

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

23. Adjournment

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



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Selection of XX as Vice Mayor

Recommendation

Town Council consideration for a motion to approve this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor. On November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year.

No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_Appointing_VIce_Mayor-TA Approved	11/8/2023	Resolution

RESOLUTION NO. 2024 – XXX

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.

WHEREAS, on November 4, 2003 the Town’s electorate amended Section 2.03 of the Town’s Charter to provide for the annual appointment of the Town’s Vice Mayor; and

WHEREAS, on November 7, 2006 the Town’s electorate further amended Section 2.03 of the Town’s Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town’s Charter by appointing a new Vice Mayor.

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 appoints Council Member _____ as the new Vice Mayor of the Town of Southwest Ranches.

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

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

Ranches, Florida, this 16th day of November 2023, on a motion by _____

and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.2399.01



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

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

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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: 11/16/2023
SUBJECT: Revision to Fill Permit Policy - 2nd Reading

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

The purpose of Sec. 085-070 of the Unified Land Development Code (ULDC) is to establish standards that govern the allowable height of fill that can be placed upon any portion of a lot.

The Drainage and Infrastructure Advisory Board (“DIAB”) was tasked with reviewing the Town’s Fill policy, and following their review and discussion, have requested a revision to the Town’s Unified Land Development Code to establish a policy to enforce the removal of illegal fill brought upon any portion of a lot.

This ordinance establishes a definition for illegal fill, and provides a process for abatement of

violations relating to illegal fill.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
2nd Reading ORD Revision to Fill Permit Policy	11/9/2023	Ordinance

1 **ORDINANCE NO. 2024 -**

2 **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,**
3 **FLORIDA, AMENDING SECTION 085-070 OF THE TOWN OF**
4 **SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF**
5 **ORDINANCES PERTAINING TO MAXIMUM ALLOWABLE FILL**
6 **ELEVATIONS AND THE REMOVAL OF ILLEGAL FILL; PROVIDING**
7 **FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN’S**
8 **CODE; PROVIDING FOR CONFLICT; PROVIDING FOR**
9 **SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

10
11 **WHEREAS,** the purpose of Sec. 085-070 is to establish standards that govern the
12 allowable height of fill that can be placed upon any portion of a lot; and

13 **WHEREAS,** the Drainage and Infrastructure Board (“DIAB”) was tasked with
14 reviewing the Town’s Fill policy, and following their review and discussion, have requested
15 a revision to the Town’s Unified Land Development Code to establish a policy to enforce
16 the removal of illegal fill brought upon any portion of a lot; and

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

19
20 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
21 **TOWN OF SOUTHWEST RANCHES, FLORIDA:**

22 **Section 1: Ratification.** That the foregoing “WHEREAS” clauses are hereby
23 ratified and confirmed as being true and correct and are hereby made a specific part of
24 this Ordinance.

25 **Section 2: Text Amendment.** Section 085-070 of the Unified Land
26 Development Code entitled, “Maximum allowable fill elevations” is hereby amended as
27 follows:

28 * * *

29 Sec. 085-070. - Maximum allowable fill elevations.

30 (A) Purpose. The purpose of this section is to establish standards that govern
31 the allowable height of fill that can be placed upon any portion of a lot.

32 (B) Definitions. Fill is defined as material that is likely to retain its physical and
33 chemical structure, and that will not leach contaminants when deposited into

1 water, or as defined by Broward County Code. Fill material includes soil, rock
2 and clean debris. Illegal Fill is defined as any substance or material that is
3 employed for the purpose of filling or modifying the elevation of a tract of
4 land in a manner that contravenes applicable local, state, or federal
5 regulations, codes, or ordinances governing land use, environmental
6 protection, or land development. Such materials may encompass, but are not
7 limited to, soil, crushed concrete, base clay, sand, topsoil, or any non-
8 biodegradable substance, and their use becomes illegal when it leads to
9 violations of established land-use standards.

10 (C) [*Maximum slope for all lots.*] The maximum slope ratio for all lots occupied
11 by a single-family dwellings shall be 4:1 (4 horizontal to 1 vertical), except
12 for perimeter berms, which shall be permitted to have 3:1 maximum slopes.

13 (D) [*Same—All other lots.*] The maximum slope ratio for all other lots shall be
14 3:1, except where this 3:1 slope conflicts with the requirements of any other
15 jurisdictional agency.

16 (E) [*Maximum building pad.*] The maximum building pad elevation and maximum
17 elevation adjacent to any structure shall be eleven (11) feet N.G.V.D., except
18 as provided in subparagraph (F), below.

19 (F) [*Elevation.*] An area up to ten (10) percent of the net acreage of a lot may
20 be filled higher than eleven (11) feet N.G.V.D., provided that:

21 (1) No elevation shall exceed twelve (12) feet N.G.V.D.;

22 (2) The slope criteria and adequacy of water management shall not be exceeded;
23 and

24 (3) No elevation exceeding ten (10) feet shall be located closer than twenty-five
25 (25) feet from any property line.

26 (G) [*Illegal Fill Prohibited.*] No person shall bring illegal fill onto a portion of a
27 lot. Failure of any person to remove such illegal fill within ~~forty-eight (48)~~
28 ~~hours~~five (5) business days after receipt of a Notice of Violation shall
29 constitute a violation of this article. ~~Level One permits shall be exempt from~~
30 this section.

31 (H) [*Abatement of violations relating to illegal land fill.*] If the illegal land fill
32 violation is not corrected within twelve (12) months following notice, the
33 Town may correct the violation by clearing the property or causing it to be
34 cleared, removing or causing the removal of the illegal fill or conducting such
35 other activity necessary to bring the property into compliance with this article.
36 The Town shall send notice by mail to the responsible party specifying the
37 costs of removal, administrative costs, including the cost of prosecution, and
38 requesting payment within thirty (30) days of the mailing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

* * *

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

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 26th day of October, 2023 on a motion made by Council Member Jablonski and seconded by Council Member Hartmann.

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

[Signatures on the Following Page]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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
1001.2390.01



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Outdoor Gatherings - Code Amendment

Recommendation

Town Council consideration for a motion to approve the Ordinance on First Reading.

Strategic Priorities

A. Sound Governance

Background

The ULDC establishes a definition for a permissible assembly within Section 035-080(D) and provides for a permit process, subject to Town approval, to allow for assemblies that exceed the intended standards. The Town has received numerous complaints from residents relating to indoor and outdoor assemblies disturbing their quality of life, and impacting their farm animals.

The Town believes that the current regulation must be amended to better preserve and protect the Town's rural agrarian community. The Town Council finds that the amendment to the ULDC contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
ULDC Amendment - Assembly in Rural and Agricultural Districts - TA Approved - Final	11/9/2023	Ordinance

ORDINANCE NO. 2024-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS," TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the ULDC establishes a definition for a permissible assembly within Section 035-080(D) and provides for a permit process, subject to Town approval, to allow for assemblies that exceed the intended standards; and

WHEREAS, the Town has received numerous complaints from residents relating to indoor and outdoor assemblies disturbing their quality of life, and impacting their farm animals; and

WHEREAS, the Town believes that the current regulation must be amended to better preserve and protect the Town's rural agrarian community;

WHEREAS, the Town Council finds that the amendment to the ULDC contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents.

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

SECTION 1. Recitals. The above recitals are true, correct and incorporated herein by reference.

SECTION 2. Amendment. Article 35, "Conditional Uses," Section 035-080 "Indoor and Outdoor Assembly in Rural and Agricultural Districts," of the Unified Land Development Code of the Town is hereby amended as follows:

- (D) *Permissible assembly.* Assembly shall be deemed an accessory use of an occupied single-family detached residence when the assembly complies with this subsection, as follows:

1. Assembly is limited to family, friends and acquaintances of the property owner(s) and/or permanent resident(s) of the premises, and their permitted guests.
 2. In no event shall any assembly be held for profit, nor shall there be any admission fee, payment or other consideration, aside from normal congratulatory gifts, given for participation in the assembly or for use of the premises, and in no event shall any assembly be advertised or open to the general public.
 3. Amplified and non-amplified noise from the assembly shall not be audible from within an adjacent dwelling or guest house (with windows and doors closed) from 8:00 p.m. to 9:00 a.m. Monday thru Friday and 11:00 p.m. to 9:00 a.m. Saturday and Sunday. National Holiday's shall follow the Saturday and Sunday schedule. On New Year's Eve non-amplified noise shall not be audible from within an adjacent dwelling or guest house from 1:00 a.m. on New Year's Day to 9:00 a.m. In no event shall amplified noise from- a permitted assembly exceed four hours in duration. This section is supplemental and is not intended to replace Section 27 of the Town's Code concerning noise restrictions. The more stringent of the provisions shall apply.
 4. ~~An a~~Assembly ~~of thirty (30) or more persons at any one time with amplified noise~~ shall not occur on any parcel of land within the Town more than two (2) times in any one (1) calendar year period, and may only occur upon the proper issuance of a permit by the Town. ~~unless the town issues a permit pursuant to subsections (D) and (E) below.~~ All such assemblies shall be attended for the full duration by an owner or permanent resident of the premises. ~~At least ten (10) business days prior to such assembly, the property owner or permanent resident of the premises shall notify the town in writing of the time and date of the assembly, the purpose of the assembly, and the approximate duration of the assembly.~~
 5. ~~Notwithstanding paragraph (4), no permit or notice shall be required for an emergency assembly such as a gathering for friends and family after a funeral service.~~
- (E) *Permit submittal requirements.* To apply for an amplified assembly permit, ~~In the event that~~ a property owner or permanent resident of the premises resident desires to exceed the occurrence limitations set forth in paragraph ~~(C)(4) above,~~ the property owner or a permanent resident of the property shall submit an application to the Town form no later than fifteen (15) business days prior to a proposed gathering, detailing at a minimum:

Formatted: Font color: Text 2

- (1) The proposed date of the gathering;
- (2) The anticipated number of persons that will be in attendance;
- (3) Whether there will be any live entertainment or temporary structures;
- ~~(4)~~ Where the vehicles of attendees will be parked;
- ~~(4)~~~~(5)~~ The cause and extent of the amplified noise;
- ~~(5)~~~~(6)~~ The proposed hours during which the gathering will occur, which in no event can exceed four hours or extend beyond 11:00 p.m.;
- ~~(6)~~~~(7)~~ Any other information stipulated on the application form; and,
- ~~(8)~~ Any fee and/or deposit that the town council may establish by resolution.
- ~~(9)~~ Acknowledgement by the applicant that they shall notify all adjacent property owners by U.S. mail, or signed petition, including those directly across a canal or roadway, at least ten (10) calendar days prior to the event.
- ~~(10)~~ That the applicant posts the issued permit in a conspicuous place that is visible from the street.
- ~~(7)~~~~(11)~~ Acknowledgement by the property owner that they shall not allow their guests to park on the Town Right-of-Way.

- (F) *Disposition of permit.* The town administrator shall determine whether to issue the permit or deny the permit within three (3) business days of a complete application submittal, and shall notify the applicant immediately upon such determination. Failure of the administrator to act upon a complete application within the allotted time shall constitute an approval of the application. The town administrator shall approve the application if the administrator finds that it is consistent with all of the following criteria:
- (1) That the proposed gathering, as described on the application, will be consistent with the provisions of this section;
 - (2) That no assembly has occurred in violation of this section within ~~one-two~~ (2) years preceding the proposed gathering;
 - (3) That neither a code compliance officer nor law enforcement officer has been called to the subject property in relation to a gathering within the ~~one two~~ (12) year period preceding the date of the proposed gathering, due to a verified complaint about unpermitted noise, parking, disorderly conduct, litter, property damage, or other similar complaint;
 - (4) That public safety will not be substantially compromised as a result of the assembly; and,
 - (5) That the frequency of recurrence, scale and character of assembly at the location has not and will not disturb the peaceful use and enjoyment of properties in the immediate area.

(G) *Enforcement and penalty.* The code compliance department and the town's law enforcement agency are authorized to enforce the provisions of this section to the fullest extent allowed by law, including the authority to shut-down an assembly that is in violation of this section. All amplified noise that exceeds the timeframes set forth herein shall be immediately turned off by the responding officer.

(G)

(1) Upon a second violation of this section, no further amplified assemblies ~~of greater than thirty (30) persons at any one time~~ shall be permitted on the property for a period of one two (12) years from the date of the second violation.

(H) Nothing in this section shall be construed as repealing other laws or code provisions requiring separate applications for permits, such as building or related permits. Those permits must be applied for separately and in accordance with the laws or code provisions governing those activities.

SECTION 3. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its Passage and adoption.

PASSED ON FIRST READING this __ day of __, 2023 on a motion

made by __ and seconded by __.

PASSED ON SECOND READING this __ day of __, 2023 on a

motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczynski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Next Page]

Formatted: Indent: Left: 0.75", No bullets or numbering

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2408.01

This page
intentionally left blank



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Noise Ordinance - Code Amendment

Recommendation

Town Council consideration for a motion to approve the ordinance on First Reading.

Strategic Priorities

A. Sound Governance

Background

Pursuant to Ordinance 2020-006 adopted on July 9, 2020, the Town Council of the Town of Southwest Ranches created Chapter 9 of the Code of Ordinances, entitled "Noise" in order to establish standards for the acceptable levels of noise to protect the quiet enjoyment of the Town. Within this newly created Chapter 9, Section 9-5 delineated several exemptions.

One such exemption provides that noise emanating from Non-farm animals are exempt provided that they do not constitute a nuisance, as defined by the Town's Code. The term nuisance is not defined within Chapter 9 and as such, this provision has been difficult to enforce.

The Town Council finds that the amendment to the Code contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Noise Ordinance Exemptions Amendment - TA Approved - Final	11/9/2023	Ordinance

ORDINANCE NO. 2024-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2020-006 adopted on July 9, 2020, the Town Council of the Town of Southwest Ranches created Chapter 9 of the Code of Ordinances, entitled "Noise" in order to establish standards for the acceptable levels of noise to protect the quiet enjoyment of the Town; and

WHEREAS, within this newly created Chapter 9, Section 9-5 delineated several exemptions; and

WHEREAS, one such exemption provides that noise emanating from Non-farm animals are exempt provided that they do not constitute a nuisance, as defined by the Town's Code; and

WHEREAS, the term nuisance is not defined within Chapter 9 and as such, this provision has been difficult to enforce; and

WHEREAS, the Town Council finds that the amendment to the Code contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents.

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

SECTION 1. Recitals. The above recitals are true, correct and incorporated herein by reference.

SECTION 2. Amendment. Chapter 9, Section 9-5 "Exemptions" of the Code of Ordinances of the Town is hereby amended as follows:

Sec. 9-5. - *Exemptions.*

The provisions of section 9-3 shall not apply at any time to:

- (1) Motor vehicles legally operating on a public right-of-way;
- (2) The unamplified human voice;

- (3) Any noise generated by new products or interstate motor and rail carrier vehicles to the extent that local regulation of noise levels of such new products and interstate motor and rail carrier vehicles has been preempted by the Noise Control Act of 1972 (49 U. S. C. Section 4901 et seq.) or other applicable federal laws or regulations;
- (4) Farming equipment;
- (5) Any noise generated by the movement of aircraft in accordance with or pursuant to applicable federal laws or regulations;
- (6) Maintenance and installation of public service utilities;
- (7) Noise generated for the purpose of alerting persons to the existence of an emergency or noise generated in the performance of emergency work;
- (8) Any noise generated by any noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way pursuant to lawful authority; and
- (9) Any noise generated by the operation or testing of engines, landscaping equipment, generators, pumps, mechanical equipment, construction tools, emergency equipment or similar noises that are common to residential properties;
- (10) Refuse collection;
- (11) Construction in accordance with the construction hours set forth in the Town Code;
- (12) Any noise generated on a Town owned property, which is authorized by the Town;
- (13) Any noise generated by the Town or by a Town event;
- (14) Farm animals;
- ~~(15) Non farm animals provided that they do not constitute a nuisance, as defined by the Town's Code; and~~
- ~~(16)~~(15) Home workshops in accordance with the construction hours set forth in the Town Code; and Any special event that has been approved by the

Town.

~~(17)~~(16) Any special event that has been approved by the Town.

SECTION 3. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its Passage and adoption.

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

PASSED ON SECOND READING this ___ day of __, 2023 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Next Page]

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2407.01



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

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

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Request to Pay WM \$48,740.56 for Recycling Tonnages from 10/1/2022-09/30/2023 in One Payment from Solid Waste Reserves

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Per the Town's contractual agreement with Waste Management ("WM"), notice must be given for any requests of rate adjustments to the collection component of rates by June 1st and notice for any requests of rate adjustments to the disposal and processing components by July 1st.

WM did not meet the notice requirement of July 1st for the requested rate adjustment to the disposal and processing component. Absent that rate adjustment request, the Town Council adopted its final solid waste assessment rates on September 14, 2023, pursuant to Resolution 2023-075.

At the October 26, 2023, Town Council meeting, the Town Council considered the rate adjustments to the disposal and processing rate components as well as the previously noticed

bulk waste disposal rate adjustment as indicated in Exhibit "A" attached hereto, and agreed to a one-time lump sum payment in the amount of Forty-Eight Thousand Seven Hundred and Forty Dollars and Fifty-Six Cents (\$48,740.56) utilizing Solid Waste reserves.

Fiscal Impact/Analysis

The one-time lump sum payment in the amount of \$48,740.56 will be paid utilizing Solid Waste reserves as follow:

Revenue Increase:

Solid Waste Appropriated Fund Balance (401-0000-399-39900) \$48,740.56

Expenditures Increase:

Solid Waste Disposal Expense (401-4100-534-34203) \$14,680.89

Bulk Waste Disposal Expense (401-4100-534-34206) \$26,719.22

Recycling Collection Expense (401-4100-534-34200) \$ 7,340.45

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO - WM Rate Adjustment - TA Approved - Final	11/9/2023	Resolution
WM - SWR Disposal Rate Adjustment Request - Exhibit A	11/8/2023	Exhibit

RESOLUTION NO. 2024 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A ONE-TIME RATE ADJUSTMENT IN THE AMOUNT OF FORTY-EIGHT THOUSAND SEVEN HUNDRED AND FORTY DOLLARS AND FIFTY-SIX CENTS (\$48,740.56) TO WASTE MANAGEMENT ("WM") FROM SOLID WASTE FUND BALANCE, WHICH REPRESENTS DISPOSAL AND PROCESSING COMPONENTS FOR SOLID WASTE AND RECYCLING TONNAGES NOT PREVIOUSLY BILLED; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, per the Town's contractual agreement with Waste Management ("WM"), notice must be given for any requests of rate adjustments to the collection component of rates by June 1st and notice for any requests of rate adjustments to the disposal and processing components by July 1st; and

WHEREAS, WM did not meet the notice requirement of July 1st for the requested rate adjustment to the disposal and processing component; and

WHEREAS, absent that rate adjustment request the Town Council adopted its final solid waste assessment rates on September 14, 2023, pursuant to Resolution 2023-075; and

WHEREAS, at the October 26, 2023, Town Council meeting, the Town Council considered the rate adjustments to the disposal and processing rate components as well as the previously noticed bulk waste disposal rate adjustment as indicated in Exhibit "A" attached hereto, and agreed to a one-time lump sum payment in the amount of Forty-Eight Thousand Seven Hundred and Forty Dollars and Fifty-Six Cents (\$48,740.56); and

WHEREAS, this amount represents the difference in the disposal and processing rates (i.e. the difference between the original notice to the Town and the adjusted rates as presented in Exhibit A) for the eleven (11) month period beginning on November 1, 2023, through September 30, 2024.

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 authorizes a one-time lump sum payment in the amount of Forty-Eight Thousand Seven Hundred and Forty Dollars and Fifty-Six Cents (\$48,740.56) to WM and authorize the appropriate Town officials to execute any and all documentation necessary and proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 16th day of November, 2023, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.2406.01

Exhibit A

WM Request to the Town of Southwest Ranches / Disposal Adjustment FY 23-24			
	Disposal and Processing Rates Submitted to the Town May 2023 (Without Rate adjustment)	Proposed Disposal and Processing Rates Submitted to the Town (With Rate Adjustment)	Difference Between the Two Rates
House Count - 2,667			
Solid Waste Disposal Component (per household / per month)	\$8.33	\$8.83	\$0.50
Program Recyclables Processing Component (per household / per month)	\$2.80	\$3.05	\$0.25
Bulk Waste Total (per month)	\$120,710.80	\$123,141.51	\$2,430.71
Bulk Waste per household / per month difference with the proposed disposal rate adjustment.			\$0.91
Total Impact of Proposed Disposal and Processing Adjustment per household / per month			\$1.66
Total Proposed Disposal and Processing Rate Adjustment to the Town of Southwest Ranches Per Month			\$4,430.96

This page
intentionally left blank

September 26, 2023

Via E-Mail with Return Receipt Requested

Attn: Russell Muniz
Assistant Town Administrator / Town Clerk
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
rmuniz@southwestranches.org

Dear Mr. Muniz:

It was a pleasure meeting with you last week. As per our conversation, WM respectfully requests the Town of Southwest Ranches' consideration for an adjustment to the disposal and processing components of the rates to be effective on October 1, 2023.

While WM presented the Town with notification of the collection rate adjustment by the annual June 1st deadline, the disposal and processing rate adjustments at our Reuter facility, which are to be effective October 1, 2023, were not available until last week. We recognize that this timing far exceeds the Town's annual July 1st deadline to submit such rates has passed.

We are requesting a one-time forbearance on the notification of the disposal and processing adjustment so that these may become effective on October 1, 2023. Please note, that this adjustment only applies to the disposal and processing components of the rates and not the collection rate which we have already notified the Town.

For your reference, I've included the original rate sheet that was sent in May and the proposed rate sheet that includes the disposal and processing adjustments. Supporting documents are included for your review.

We thank you for considering our request and want to assure you that moving forward this error will not reoccur. WM is prepared to submit the collection rate adjustment as well as the disposal, and processing rate adjustments to the Town before the notification deadlines in 2024 and throughout the remainder of our partnership.

Should you have any questions, please feel free to contact me any time at 954-856-7192 or via e-mail at bherrera@wm.com.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Andy Berns, Town Administrator, Town of Southwest Ranches, FL
Keith Poliakoff, Town Attorney, Town of Southwest Ranches, FL
Rod Ley, Public Works Director, Town of Southwest Ranches, FL
Emil Lopez, Town Financial Administrator, Town of Southwest Ranches, FL
Emily Aceti, Community Services Manager, Town of Southwest Ranches, FL
Luigi Pace, Area Manager Public Sector Solutions, Waste Management Inc. of FL.

Encl.

Town of Southwest Ranches
Residential Service Rates / Disposal Rates - 10/1/2023

Monthly Rates for Residential Collection Services	
	Scenario A
Solid Waste	2 x week, Carts
Solid Waste - <u>Collection Component</u> (per household per month)	\$ 22.75
Solid Waste - <u>Disposal Component</u> (per household per month)	\$ 8.83
Program Recyclables	1 x week, Carts
Program Recyclables - <u>Collection Component</u> (per household per month)	\$ 6.56
Program Recyclables - <u>Processing Component</u> (per household per month)	\$ 3.05
Bulk Waste	Every-other-week

Total Monthly Bulk Waste Collection and Disposal/Processing *	\$ 123,141.51
--	----------------------

* Note that the total monthly Bulk Waste Collection rate shown above is allocated in accordance with the Town's solid waste assessment based on lot size. The above monthly Bulk Waste rate does not include Town's administrative fees.

Notes:

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

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

Solid Waste Disposal Tipping Fee (per ton):	\$ 80.56
--	-----------------

Solid Waste Generation Factor per household (pounds per household per month):	219.3
--	--------------

(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.

Program Recyclables Processing Tipping Fee (per ton):	\$ 101.76
--	------------------

Program Recyclables Generation Factor per household (pounds per household per month):	60
--	-----------

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

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 57.24
--	-----------------

Proposed Bulk Waste Generation Factor per household (pounds per household per month):	563.91
--	---------------

Special Collection Services per Section 5.D of Agreement

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

Collection Component (per cubic yard)	\$ 26.50
---------------------------------------	----------

Disposal/Processing Component for Excess Bulk Waste:

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

Generation Factor - Pounds per Cubic Yard:	400
--	-----

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 57.24
---	----------

Disposal/Processing Component (per cubic yard):	\$ 11.45
---	----------

Total Per Cubic Yard Charge (collection + disposal/processing):	\$ 37.95
--	-----------------

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$ 31.80
Disposal/Processing Component (per cubic yard per Collection on an unscheduled service day):	\$ 11.45
Total (collection + disposal)	\$ 43.25

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$ 15.90
Disposal Component (per Collection on an unscheduled service day):	\$ 8.83
Total (collection + disposal)	\$ 24.73

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

Collection Component (per Cart, per month):	\$ 17.68
Disposal Component (per Cart, per month):	\$ 8.83
Total (collection + disposal)	\$ 26.51

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

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

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

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 97.63	\$ 195.28	\$ 292.92	\$ 390.57	\$ 488.20	\$ 585.84	\$ 28.19
2	\$ 195.28	\$ 390.57	\$ 585.84	\$ 781.13	\$ 976.41	\$ 1,171.70	\$ 56.38
3	\$ 292.92	\$ 585.84	\$ 878.77	\$ 1,171.70	\$ 1,464.62	\$ 1,757.53	\$ 84.56
4	\$ 390.57	\$ 781.13	\$ 1,171.70	\$ 1,562.26	\$ 1,952.82	\$ 2,343.39	\$ 112.74
6	\$ 585.84	\$ 1,171.70	\$ 1,757.53	\$ 2,343.39	\$ 2,929.23	\$ 3,515.09	\$ 169.12
8	\$ 781.13	\$ 1,562.26	\$ 2,343.39	\$ 3,124.52	\$ 3,905.66	\$ 4,686.78	\$ 225.49

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

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

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

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 15.46	\$ 30.91	\$ 46.36	\$ 61.81	\$ 77.27	\$ 92.72	\$ 3.57
2	\$ 30.91	\$ 61.81	\$ 92.72	\$ 123.63	\$ 154.53	\$ 185.42	\$ 7.14
3	\$ 46.36	\$ 92.72	\$ 139.08	\$ 185.42	\$ 231.78	\$ 278.14	\$ 10.71
4	\$ 61.81	\$ 123.63	\$ 185.42	\$ 247.23	\$ 309.04	\$ 370.86	\$ 14.27
6	\$ 92.72	\$ 185.43	\$ 278.14	\$ 370.86	\$ 463.58	\$ 556.29	\$ 21.41
8	\$ 123.63	\$ 247.23	\$ 370.86	\$ 494.48	\$ 618.10	\$ 741.72	\$ 28.55

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

10% franchise fee added to columns B through H by dividing by .90 for Exhibit 2.

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 87.87	\$ 175.75	\$ 263.63	\$ 351.51	\$ 439.38	\$ 527.26	\$ 25.37
2	\$ 175.75	\$ 351.51	\$ 527.26	\$ 703.02	\$ 878.77	\$ 1,054.53	\$ 50.74
3	\$ 263.63	\$ 527.26	\$ 790.89	\$ 1,054.53	\$ 1,318.16	\$ 1,581.78	\$ 76.10
4	\$ 351.51	\$ 703.02	\$ 1,054.53	\$ 1,406.03	\$ 1,757.54	\$ 2,109.05	\$ 101.47
6	\$ 527.26	\$ 1,054.53	\$ 1,581.78	\$ 2,109.05	\$ 2,636.31	\$ 3,163.58	\$ 152.21
8	\$ 703.02	\$ 1,406.03	\$ 2,109.05	\$ 2,812.07	\$ 3,515.09	\$ 4,218.10	\$ 202.94

Notes:
1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (Franchise Fee will be added to Rates prior to execution of an awarded Agreement).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per **Non-Compacted** Cubic Yard: **79.74** lbs per Cubic yard

Proposed Solid Waste Disposal Tipping Fee: **\$ 80.56** per ton

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 13.91	\$ 27.82	\$ 41.72	\$ 55.63	\$ 69.54	\$ 83.45	\$ 3.21
2	\$ 27.82	\$ 55.63	\$ 83.45	\$ 111.27	\$ 139.08	\$ 166.88	\$ 6.42
3	\$ 41.72	\$ 83.45	\$ 125.17	\$ 166.88	\$ 208.60	\$ 250.33	\$ 9.64
4	\$ 55.63	\$ 111.27	\$ 166.88	\$ 222.51	\$ 278.14	\$ 333.77	\$ 12.85
6	\$ 83.45	\$ 166.89	\$ 250.33	\$ 333.77	\$ 417.22	\$ 500.66	\$ 19.27
8	\$ 111.27	\$ 222.51	\$ 333.77	\$ 445.03	\$ 556.29	\$ 667.55	\$ 25.69

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 122.06	\$ 244.10	\$ 366.16	\$ 488.20	\$ 610.26	\$ 732.30	\$ 35.23
2	\$ 244.10	\$ 488.19	\$ 732.50	\$ 976.39	\$ 1,220.49	\$ 1,464.62	\$ 70.47
3	\$ 366.16	\$ 732.30	\$ 1,098.47	\$ 1,464.62	\$ 1,830.72	\$ 2,196.87	\$ 105.70
4	\$ 488.20	\$ 976.41	\$ 1,464.62	\$ 1,952.82	\$ 2,441.03	\$ 2,929.23	\$ 140.93
6	\$ 732.30	\$ 1,464.62	\$ 2,196.92	\$ 2,929.23	\$ 3,661.54	\$ 4,393.86	\$ 211.40
8	\$ 976.41	\$ 1,952.82	\$ 2,929.23	\$ 3,905.66	\$ 4,882.06	\$ 5,858.47	\$ 281.87

Notes:

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

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

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

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 46.36	\$ 92.71	\$ 139.07	\$ 185.42	\$ 231.78	\$ 278.14	\$ 10.71
2	\$ 92.71	\$ 185.42	\$ 278.14	\$ 370.84	\$ 463.57	\$ 556.27	\$ 21.41
3	\$ 139.07	\$ 278.14	\$ 417.21	\$ 556.27	\$ 695.37	\$ 834.42	\$ 32.12
4	\$ 185.42	\$ 370.84	\$ 556.27	\$ 741.72	\$ 927.13	\$ 1,112.57	\$ 42.82
6	\$ 278.14	\$ 556.27	\$ 834.42	\$ 1,112.57	\$ 1,390.71	\$ 1,668.83	\$ 64.24
8	\$ 370.84	\$ 741.72	\$ 1,112.57	\$ 1,483.42	\$ 1,854.29	\$ 2,225.14	\$ 85.65

Notes:

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

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 11.67 per occurrence

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

\$ 175.00 per occurrence

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

Delivery Charge for Detachable Container	\$ 175.00	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 350.00	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 350.00	per month
Rental Charge for Stationary Packing Unit	\$ 495.83	per month
Collection Charge per Pull (Solid Waste)	\$ 760.19	per pull

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

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

Delivery Charge for Container	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 30-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 291.67	per month
Collection Charge per Pull (Solid Waste)	\$ 679.54	per pull

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

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 109.85	\$ 219.69	\$ 329.54	\$ 439.38	\$ 549.23	\$ 659.07	\$ 31.71
2	\$ 219.69	\$ 439.37	\$ 659.25	\$ 878.75	\$ 1,098.44	\$ 1,318.16	\$ 63.42
3	\$ 329.54	\$ 659.07	\$ 988.62	\$ 1,318.16	\$ 1,647.65	\$ 1,977.18	\$ 95.13
4	\$ 439.38	\$ 878.77	\$ 1,318.16	\$ 1,757.54	\$ 2,196.93	\$ 2,636.31	\$ 126.84
6	\$ 659.07	\$ 1,318.16	\$ 1,977.23	\$ 2,636.31	\$ 3,295.39	\$ 3,954.47	\$ 190.26
8	\$ 878.77	\$ 1,757.54	\$ 2,636.31	\$ 3,515.09	\$ 4,393.85	\$ 5,272.62	\$ 253.68

Notes:

- On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
- Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement). Disposal costs shall **not** be included in the table above (see following table).
- The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per **Compacted** Cubic Yard: **239.21** lbs per Cubic yard

Proposed Solid Waste Disposal Tipping Fee: **\$ 80.56** per ton

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 41.72	\$ 83.44	\$ 125.16	\$ 166.88	\$ 208.60	\$ 250.33	\$ 9.64
2	\$ 83.44	\$ 166.88	\$ 250.33	\$ 333.76	\$ 417.21	\$ 500.64	\$ 19.27
3	\$ 125.16	\$ 250.33	\$ 375.49	\$ 500.64	\$ 625.83	\$ 750.98	\$ 28.91
4	\$ 166.88	\$ 333.76	\$ 500.64	\$ 667.55	\$ 834.42	\$ 1,001.31	\$ 38.54
6	\$ 250.33	\$ 500.64	\$ 750.98	\$ 1,001.31	\$ 1,251.64	\$ 1,501.95	\$ 57.81
8	\$ 333.76	\$ 667.55	\$ 1,001.31	\$ 1,335.08	\$ 1,668.86	\$ 2,002.63	\$ 77.08

Notes:

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

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 10.50 per occurrence

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

\$ 157.50 per occurrence

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

Delivery Charge for Detachable Container	\$ 157.50	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 315.00	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 315.00	per __mo__ (day or month)
Rental Charge for Stationary Packing Unit	\$ 446.25	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 684.17	per pull

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

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

Delivery Charge for Container	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 30-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 262.50	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 611.59	per pull

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

[1]. On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

For Southwest Ranches

Series Id: CUSR0000SEHG02

Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	-1.000		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190		
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538		
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185		
2023	570.412	575.697	576.773	580.124										

Index Change = 37.560

CPI Change = 6.92%

NTE 6% = 6.00%

Residential CPI Applied = 6.00%

Commercial NTE 5% = 5.00%

Disposal Adjustment 6% =	6.00%
-----------------------------	--------------

	MSW	Bulk	Recyclables Processing
Current Rate	\$76.00	\$54.00	\$96.00
Rate Increase	\$4.56	\$3.24	\$5.76
New Rate	\$80.56	\$57.24	\$101.76

Exhibit 1
Residential Service Rates
Eff. October 1, 2023

Monthly Rates for Residential Collection Services	
	Scenario A
Solid Waste	2 x week, Carts
Solid Waste - <u>Collection Component</u> (per household per month)	\$ 22.75
Solid Waste - <u>Disposal Component</u> (per household per month)	\$ 8.33
Program Recyclables	1 x week, Carts
Program Recyclables - <u>Collection Component</u> (per household per month)	\$ 6.56
Program Recyclables - <u>Processing Component</u> (per household per month)	\$ 2.80
Bulk Waste	Every-other-week

Total Monthly Bulk Waste Collection and Disposal/Processing *	\$ 120,710.80
--	----------------------

* Note that the total monthly Bulk Waste Collection rate shown above is allocated in accordance with the Town's solid waste assessment based on lot size. The above monthly Bulk Waste rate does not include Town's administrative fees.

Notes:

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

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

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

Solid Waste Generation Factor per household (pounds per household per month):	219.3
--	--------------

(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.

Program Recyclables Processing Tipping Fee (per ton):	\$ 96.00
--	-----------------

Program Recyclables Generation Factor per household (pounds per household per month):	60
--	-----------

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

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 54.00
--	-----------------

Proposed Bulk Waste Generation Factor per household (pounds per household per month):	563.91
--	---------------

Special Collection Services per Section 5.D of Agreement

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

Collection Component (per cubic yard)	\$	26.50
--	-----------	--------------

Disposal/Processing Component for Excess Bulk Waste:

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

Generation Factor - Pounds per Cubic Yard:		400
---	--	------------

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$	54.00
--	-----------	--------------

Disposal/Processing Component (per cubic yard):	\$	10.80
--	-----------	--------------

Total Per Cubic Yard Charge (collection + disposal/processing):	\$	37.30
--	-----------	--------------

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$	31.80
--	-----------	--------------

Disposal/Processing Component (per cubic yard per Collection on an unscheduled service day):	\$	10.80
---	-----------	--------------

Total (collection + disposal)	\$	42.60
--------------------------------------	-----------	--------------

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$	15.90
--	-----------	--------------

Disposal Component (per Collection on an unscheduled service day):	\$	8.33
---	-----------	-------------

Total (collection + disposal)	\$	24.23
--------------------------------------	-----------	--------------

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

Collection Component (per Cart, per month):	\$	17.68
--	-----------	--------------

Disposal Component (per Cart, per month):	\$	8.33
--	-----------	-------------

Total (collection + disposal)	\$	26.01
--------------------------------------	-----------	--------------

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

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

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

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

Below is BAFO from WM. 10% franchise fee added to columns B through H by dividing by .90 for Exhibit 2.

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 97.63	\$ 195.28	\$ 292.92	\$ 390.57	\$ 488.20	\$ 585.84	\$ 28.19
2	\$ 195.28	\$ 390.57	\$ 585.84	\$ 781.13	\$ 976.41	\$ 1,171.70	\$ 56.38
3	\$ 292.92	\$ 585.84	\$ 878.77	\$ 1,171.70	\$ 1,464.62	\$ 1,757.53	\$ 84.56
4	\$ 390.57	\$ 781.13	\$ 1,171.70	\$ 1,562.26	\$ 1,952.82	\$ 2,343.39	\$ 112.74
6	\$ 585.84	\$ 1,171.70	\$ 1,757.53	\$ 2,343.39	\$ 2,929.23	\$ 3,515.09	\$ 169.12
8	\$ 781.13	\$ 1,562.26	\$ 2,343.39	\$ 3,124.52	\$ 3,905.66	\$ 4,686.78	\$ 225.49

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

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

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

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

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

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

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 87.87	\$ 175.75	\$ 263.63	\$ 351.51	\$ 439.38	\$ 527.26	\$ 25.37
2	\$ 175.75	\$ 351.51	\$ 527.26	\$ 703.02	\$ 878.77	\$ 1,054.53	\$ 50.74
3	\$ 263.63	\$ 527.26	\$ 790.89	\$ 1,054.53	\$ 1,318.16	\$ 1,581.78	\$ 76.10
4	\$ 351.51	\$ 703.02	\$ 1,054.53	\$ 1,406.03	\$ 1,757.54	\$ 2,109.05	\$ 101.47
6	\$ 527.26	\$ 1,054.53	\$ 1,581.78	\$ 2,109.05	\$ 2,636.31	\$ 3,163.58	\$ 152.21
8	\$ 703.02	\$ 1,406.03	\$ 2,109.05	\$ 2,812.07	\$ 3,515.09	\$ 4,218.10	\$ 202.94

- Notes:
- On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
 - Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (Franchise Fee will be added to Rates prior to execution of an awarded Agreement).
 - The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Non-Compacted Cubic Yard: **79.74** lbs per Cubic yard

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 13.12	\$ 26.24	\$ 39.36	\$ 52.48	\$ 65.60	\$ 78.72	\$ 3.03
2	\$ 26.24	\$ 52.48	\$ 78.72	\$ 104.96	\$ 131.20	\$ 157.44	\$ 6.06
3	\$ 39.36	\$ 78.72	\$ 118.08	\$ 157.44	\$ 196.80	\$ 236.16	\$ 9.09
4	\$ 52.48	\$ 104.96	\$ 157.44	\$ 209.92	\$ 262.40	\$ 314.88	\$ 12.12
6	\$ 78.72	\$ 157.45	\$ 236.16	\$ 314.88	\$ 393.60	\$ 472.32	\$ 18.18
8	\$ 104.96	\$ 209.92	\$ 314.88	\$ 419.84	\$ 524.80	\$ 629.76	\$ 24.24

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 122.06	\$ 244.10	\$ 366.16	\$ 488.20	\$ 610.26	\$ 732.30	\$ 35.23
2	\$ 244.10	\$ 488.19	\$ 732.50	\$ 976.39	\$ 1,220.49	\$ 1,464.62	\$ 70.47
3	\$ 366.16	\$ 732.30	\$ 1,098.47	\$ 1,464.62	\$ 1,830.72	\$ 2,196.87	\$ 105.70
4	\$ 488.20	\$ 976.41	\$ 1,464.62	\$ 1,952.82	\$ 2,441.03	\$ 2,929.23	\$ 140.93
6	\$ 732.30	\$ 1,464.62	\$ 2,196.92	\$ 2,929.23	\$ 3,661.54	\$ 4,393.86	\$ 211.40
8	\$ 976.41	\$ 1,952.82	\$ 2,929.23	\$ 3,905.66	\$ 4,882.06	\$ 5,858.47	\$ 281.87

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

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

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

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

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

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

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 11.67 per occurrence

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

\$ 175.00 per occurrence

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

Delivery Charge for Detachable Container	\$ 175.00	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 350.00	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 350.00	per month
Rental Charge for Stationary Packing Unit	\$ 495.83	per month
Collection Charge per Pull (Solid Waste)	\$ 760.19	per pull

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

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

Delivery Charge for Container	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 30-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 291.67	per month
Collection Charge per Pull (Solid Waste)	\$ 679.54	per pull

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

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 109.85	\$ 219.69	\$ 329.54	\$ 439.38	\$ 549.23	\$ 659.07	\$ 31.71
2	\$ 219.69	\$ 439.37	\$ 659.25	\$ 878.75	\$ 1,098.44	\$ 1,318.16	\$ 63.42
3	\$ 329.54	\$ 659.07	\$ 988.62	\$ 1,318.16	\$ 1,647.65	\$ 1,977.18	\$ 95.13
4	\$ 439.38	\$ 878.77	\$ 1,318.16	\$ 1,757.54	\$ 2,196.93	\$ 2,636.31	\$ 126.84
6	\$ 659.07	\$ 1,318.16	\$ 1,977.23	\$ 2,636.31	\$ 3,295.39	\$ 3,954.47	\$ 190.26
8	\$ 878.77	\$ 1,757.54	\$ 2,636.31	\$ 3,515.09	\$ 4,393.85	\$ 5,272.62	\$ 253.68

- Notes:
- On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
 - Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement). Disposal costs shall **not** be included in the table above (see following table).
 - The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Compacted Cubic Yard: **239.21** lbs per Cubic yard

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 39.36	\$ 78.72	\$ 118.08	\$ 157.44	\$ 196.80	\$ 236.16	\$ 9.09
2	\$ 78.72	\$ 157.44	\$ 236.16	\$ 314.88	\$ 393.60	\$ 472.32	\$ 18.18
3	\$ 118.08	\$ 236.16	\$ 354.24	\$ 472.32	\$ 590.40	\$ 708.47	\$ 27.27
4	\$ 157.44	\$ 314.88	\$ 472.32	\$ 629.76	\$ 787.19	\$ 944.63	\$ 36.36
6	\$ 236.16	\$ 472.32	\$ 708.47	\$ 944.63	\$ 1,180.79	\$ 1,416.95	\$ 54.54
8	\$ 314.88	\$ 629.76	\$ 944.63	\$ 1,259.51	\$ 1,574.39	\$ 1,889.27	\$ 72.72

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

Note: 10% franchise fee on items C, D, E, and F has been added in columns B through H since Town receives franchise fees on gross billings.

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 10.50 per occurrence

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

\$ 157.50 per occurrence

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

Delivery Charge for Detachable Container	\$ 157.50	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 315.00	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 315.00	per __mo__ (day or month)
Rental Charge for Stationary Packing Unit	\$ 446.25	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 684.17	per pull

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

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

Delivery Charge for Container	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 30-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 262.50	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 611.59	per pull

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

[1] On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility but shall not include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

For Southwest Ranches

Series Id: CUSR0000SEHG02

Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190		
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538		
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185		
2023	570.412	575.697	576.773	580.124										

Index Change = 37.560

CPI Change = 6.92%

NTE 6% = 6.00%

Residential CPI Applied = 6.00%

Commercial NTE 5% = 5.00%

This page
intentionally left blank

May 31, 2023

Via E-Mail with Return Receipt Requested

Attn: Andy Berns
Town Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
aberns@southwestranches.org

Dear Mr. Berns:

Enclosed, please find the new Solid Waste and Recycling Collection rates for the Town of Southwest Ranches effective October 1, 2023. The rates were adjusted in accordance with our existing contract terms with respect to changes in the Consumer Price Index (CPI). Supporting documentation is included for your review.

Should you have any questions, please feel free to contact me any time at 954-856-7192 or via e-mail at bherrera@wm.com.

Sincerely,



Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Keith Poliakoff, Town Attorney, Town of Southwest Ranches, FL
Russell Muniz, Assistant Town Administrator, Town of Southwest Ranches, FL
Rod Ley, Public Works Director, Town of Southwest Ranches, FL
Emil Lopez, Town Financial Administrator, Town of Southwest Ranches, FL
Emily Aceti, Community Services Manager, Town of Southwest Ranches, FL
Luigi Pace, Area Manager Public Sector Solutions, Waste Management Inc. of FL.

Encl.

This page
intentionally left blank

Exhibit 1
Residential Service Rates
Eff. October 1, 2023

Monthly Rates for Residential Collection Services	
	Scenario A
Solid Waste	2 x week, Carts
Solid Waste - Collection Component (per household per month)	\$ 22.75
Solid Waste – Disposal Component (per household per month)	\$ 8.33
Program Recyclables	1 x week, Carts
Program Recyclables – Collection Component (per household per month)	\$ 6.56
Program Recyclables – Processing Component (per household per month)	\$ 2.80
Bulk Waste	Every-other-week

Total Monthly Bulk Waste Collection and Disposal/Processing *	\$ 120,710.80
--	----------------------

* Note that the total monthly Bulk Waste Collection rate shown above is allocated in accordance with the Town's solid waste assessment based on lot size. The above monthly Bulk Waste rate does not include Town's administrative fees.

Notes:

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

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

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

Solid Waste Generation Factor per household (pounds per household per month):	219.3
--	--------------

(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.

Program Recyclables Processing Tipping Fee (per ton):	\$ 96.00
--	-----------------

Program Recyclables Generation Factor per household (pounds per household per month):	60
--	-----------

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

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$ 54.00
--	-----------------

Proposed Bulk Waste Generation Factor per household (pounds per household per month):	563.91
--	---------------

Special Collection Services per Section 5.D of Agreement

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

Collection Component (per cubic yard)	\$	26.50
--	-----------	--------------

Disposal/Processing Component for Excess Bulk Waste:

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

Generation Factor - Pounds per Cubic Yard:		400
---	--	------------

Bulk Waste Disposal/Processing Tipping Fee (per ton):	\$	54.00
--	-----------	--------------

Disposal/Processing Component (per cubic yard):	\$	10.80
--	-----------	--------------

Total Per Cubic Yard Charge (collection + disposal/processing):	\$	37.30
--	-----------	--------------

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$	31.80
---	----	-------

Disposal/Processing Component (per cubic yard per Collection on an unscheduled service day):	\$	10.80
--	----	-------

Total (collection + disposal)	\$	42.60
--------------------------------------	-----------	--------------

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

Collection Component (per cubic yard per Collection on an unscheduled service day):	\$	15.90
---	----	-------

Disposal Component (per Collection on an unscheduled service day):	\$	8.33
--	----	------

Total (collection + disposal)	\$	24.23
--------------------------------------	-----------	--------------

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

Collection Component (per Cart, per month):	\$	17.68
---	----	-------

Disposal Component (per Cart, per month):	\$	8.33
---	----	------

Total (collection + disposal)	\$	26.01
--------------------------------------	-----------	--------------

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

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

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

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

Below is BAFO from WM. 10% franchise fee added to columns B through H by dividing by .90 for Exhibit 2.

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 97.63	\$ 195.28	\$ 292.92	\$ 390.57	\$ 488.20	\$ 585.84	\$ 28.19
2	\$ 195.28	\$ 390.57	\$ 585.84	\$ 781.13	\$ 976.41	\$ 1,171.70	\$ 56.38
3	\$ 292.92	\$ 585.84	\$ 878.77	\$ 1,171.70	\$ 1,464.62	\$ 1,757.53	\$ 84.56
4	\$ 390.57	\$ 781.13	\$ 1,171.70	\$ 1,562.26	\$ 1,952.82	\$ 2,343.39	\$ 112.74
6	\$ 585.84	\$ 1,171.70	\$ 1,757.53	\$ 2,343.39	\$ 2,929.23	\$ 3,515.09	\$ 169.12
8	\$ 781.13	\$ 1,562.26	\$ 2,343.39	\$ 3,124.52	\$ 3,905.66	\$ 4,686.78	\$ 225.49

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

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

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

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

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

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

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 87.87	\$ 175.75	\$ 263.63	\$ 351.51	\$ 439.38	\$ 527.26	\$ 25.37
2	\$ 175.75	\$ 351.51	\$ 527.26	\$ 703.02	\$ 878.77	\$ 1,054.53	\$ 50.74
3	\$ 263.63	\$ 527.26	\$ 790.89	\$ 1,054.53	\$ 1,318.16	\$ 1,581.78	\$ 76.10
4	\$ 351.51	\$ 703.02	\$ 1,054.53	\$ 1,406.03	\$ 1,757.54	\$ 2,109.05	\$ 101.47
6	\$ 527.26	\$ 1,054.53	\$ 1,581.78	\$ 2,109.05	\$ 2,636.31	\$ 3,163.58	\$ 152.21
8	\$ 703.02	\$ 1,406.03	\$ 2,109.05	\$ 2,812.07	\$ 3,515.09	\$ 4,218.10	\$ 202.94

- Notes:
- On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
 - Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (Franchise Fee will be added to Rates prior to execution of an awarded Agreement).
 - The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Non-Compacted Cubic Yard: **79.74** lbs per Cubic yard

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

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 13.12	\$ 26.24	\$ 39.36	\$ 52.48	\$ 65.60	\$ 78.72	\$ 3.03
2	\$ 26.24	\$ 52.48	\$ 78.72	\$ 104.96	\$ 131.20	\$ 157.44	\$ 6.06
3	\$ 39.36	\$ 78.72	\$ 118.08	\$ 157.44	\$ 196.80	\$ 236.16	\$ 9.09
4	\$ 52.48	\$ 104.96	\$ 157.44	\$ 209.92	\$ 262.40	\$ 314.88	\$ 12.12
6	\$ 78.72	\$ 157.45	\$ 236.16	\$ 314.88	\$ 393.60	\$ 472.32	\$ 18.18
8	\$ 104.96	\$ 209.92	\$ 314.88	\$ 419.84	\$ 524.80	\$ 629.76	\$ 24.24

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 122.06	\$ 244.10	\$ 366.16	\$ 488.20	\$ 610.26	\$ 732.30	\$ 35.23
2	\$ 244.10	\$ 488.19	\$ 732.50	\$ 976.39	\$ 1,220.49	\$ 1,464.62	\$ 70.47
3	\$ 366.16	\$ 732.30	\$ 1,098.47	\$ 1,464.62	\$ 1,830.72	\$ 2,196.87	\$ 105.70
4	\$ 488.20	\$ 976.41	\$ 1,464.62	\$ 1,952.82	\$ 2,441.03	\$ 2,929.23	\$ 140.93
6	\$ 732.30	\$ 1,464.62	\$ 2,196.92	\$ 2,929.23	\$ 3,661.54	\$ 4,393.86	\$ 211.40
8	\$ 976.41	\$ 1,952.82	\$ 2,929.23	\$ 3,905.66	\$ 4,882.06	\$ 5,858.47	\$ 281.87

Notes:

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

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

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

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

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

Notes:

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

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 11.67 per occurrence

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

\$ 175.00 per occurrence

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

Delivery Charge for Detachable Container	\$ 175.00	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 350.00	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 350.00	per month
Rental Charge for Stationary Packing Unit	\$ 495.83	per month
Collection Charge per Pull (Solid Waste)	\$ 760.19	per pull

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

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

Delivery Charge for Container	\$ 175.00	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 30-Yd Container	\$ 291.67	per month
Daily Rental Charge for Detachable 40-Yd Container	\$ 291.67	per month
Collection Charge per Pull (Solid Waste)	\$ 679.54	per pull

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

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

B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 109.85	\$ 219.69	\$ 329.54	\$ 439.38	\$ 549.23	\$ 659.07	\$ 31.71
2	\$ 219.69	\$ 439.37	\$ 659.25	\$ 878.75	\$ 1,098.44	\$ 1,318.16	\$ 63.42
3	\$ 329.54	\$ 659.07	\$ 988.62	\$ 1,318.16	\$ 1,647.65	\$ 1,977.18	\$ 95.13
4	\$ 439.38	\$ 878.77	\$ 1,318.16	\$ 1,757.54	\$ 2,196.93	\$ 2,636.31	\$ 126.84
6	\$ 659.07	\$ 1,318.16	\$ 1,977.23	\$ 2,636.31	\$ 3,295.39	\$ 3,954.47	\$ 190.26
8	\$ 878.77	\$ 1,757.54	\$ 2,636.31	\$ 3,515.09	\$ 4,393.85	\$ 5,272.62	\$ 253.68

Notes:

- On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
- Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility but shall **not** include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement). Disposal costs shall **not** be included in the table above (see following table).
- The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component

Proposed Generation Factor per Compacted Cubic Yard: 239.21 lbs per Cubic yard

Proposed Solid Waste Disposal Tipping Fee: \$ 76.00 per ton

Monthly Rates for the Following Frequency of Collection with Dumpsters (Compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
1	\$ 39.36	\$ 78.72	\$ 118.08	\$ 157.44	\$ 196.80	\$ 236.16	\$ 9.09
2	\$ 78.72	\$ 157.44	\$ 236.16	\$ 314.88	\$ 393.60	\$ 472.32	\$ 18.18
3	\$ 118.08	\$ 236.16	\$ 354.24	\$ 472.32	\$ 590.40	\$ 708.47	\$ 27.27
4	\$ 157.44	\$ 314.88	\$ 472.32	\$ 629.76	\$ 787.19	\$ 944.63	\$ 36.36
6	\$ 236.16	\$ 472.32	\$ 708.47	\$ 944.63	\$ 1,180.79	\$ 1,416.95	\$ 54.54
8	\$ 314.88	\$ 629.76	\$ 944.63	\$ 1,259.51	\$ 1,574.39	\$ 1,889.27	\$ 72.72

Notes:

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

Note: 10% franchise fee on items C, D, E, and F has been added in columns B through H since Town receives franchise fees on gross billings.

C. Rates for Locking and Unlocking Dumpster Enclosures:

\$ 10.50 per occurrence

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

\$ 157.50 per occurrence

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

Delivery Charge for Detachable Container	\$ 157.50	per occurrence
Delivery Charge for Stationary Packing Unit	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 30-Yd Container	\$ 315.00	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 315.00	per __mo__ (day or month)
Rental Charge for Stationary Packing Unit	\$ 446.25	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 684.17	per pull

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

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

Delivery Charge for Container	\$ 157.50	per occurrence
Daily Rental Charge for Detachable 20-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 30-Yd Container	\$ 262.50	per __mo__ (day or month)
Daily Rental Charge for Detachable 40-Yd Container	\$ 262.50	per __mo__ (day or month)
Collection Charge per Pull (Solid Waste)	\$ 611.59	per pull

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

[1] On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility but shall not include the 10% Franchise Fee described in Section 13.B of the Agreement, for the purpose of these Proposed Rates (franchise fees will be added to Rates prior to execution of an awarded Agreement).

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

For Southwest Ranches

Series Id: CUSR0000SEHG02

Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935		
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708		
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190		
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538		
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185		
2023	570.412	575.697	576.773	580.124										

Index Change =

37.560

CPI Change =

6.92%

NTE 6% =

6.00%

Residential CPI Applied =

6.00%

Commercial NTE 5%

5.00%

This page
intentionally left blank



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 11/16/2023
SUBJECT: Release of Unity of Title - Moses Palmyra

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On October 9, 2003, pursuant to Resolution 2004-04, the Town Council approved the Moses Palmyra Plat. Since a structure was located within the plat setbacks, Raymond Moses and Baidwatte Moses recorded a Unity of Title Agreement, which required that the two platted parcels remain unified until the structure has been removed from the property.

The Town has confirmed that the structure has been demolished and as such the Unity of Title may be released.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution for Release of Unity of Title - TA Approved	11/7/2023	Resolution
Moses Unity of Title Release - Exhibit A	11/13/2023	Exhibit

RESOLUTION NO. 2024 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TERMINATING AND RELEASING THE MOSES PALMYRA UNITY OF TITLE AGREEMENT, AS RECORDED IN PLAT BOOK 172, PAGE 127 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 9, 2003, pursuant to Resolution 2004-04, the Town Council approved the Moses Palmyra Plat; and

WHEREAS, since a structure was located within the plat setbacks, Raymond Moses and Baidwatte Moses recorded a Unity of Title Agreement, which required that the two platted parcels remain unified until the structure has been removed from the property; and

WHEREAS, the Town has confirmed that the structure has been demolished and as such the Unity of Title may be released;

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 terminates and releases the Moses Palmyra Plat Unity of Title Agreement, as recorded in Plat Book 173, Page 127 of the Public Records of Broward County, Florida.

Section 3: The Town Council hereby authorizes the appropriate Town official to execute the Termination and Release of Unity of Title Agreement, in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 16th day of November, 2023, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Deputy Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.2402.01

Prepared by:
M. Scott Kleiman, Esq.
Kalis, Kleiman & Wolfe
7320 Griffin Road, Suite 109
Davie, FL 33314

TERMINATION AND RELEASE OF UNITY OF TITLE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the Town of Southwest Ranches, a Florida municipal corporation, pursuant to a request for the termination and release of that certain Unity of Title Agreement by Raymond Moses and Baidwatte Moses, hereby terminates and releases that certain Unity of Title Agreement heretofore made and declared by Raymond Moses and Baidwatte Moses, and recorded on March 25, 2004, in Official Records Book 37134, Page 488 of the Public Records of Broward County, Florida, relating and pertaining to the following described real property in the Town of Southwest Ranches, Broward County, Florida, to-wit:

All of the Moses Palmyra Plat, as recorded in Plat Book 173, Page 127 of the Public Records of Broward County, Florida,

Formerly described as

A replat of a portion of Tract 30, Section 3, Township 51 South, Range 40 East, Everglades Sugar & Land Co. Subdivision, Plat Book 2, Page 39, Dade County Records, Less the South 40.00 Feet Thereof, Lying in Broward County, Florida

All terms, conditions and provisions contained in the aforementioned Unity of Title Agreement are hereby terminated, released and of no further force or effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on this ___ day of _____, 2023.

TOWN OF SOUTHWEST RANCHES

APPROVED AS TO FORM AND SUFFICIENCY

By: _____
As: _____

By: Keith M. Poliakoff, Esq.
As: Town Attorney

This page
intentionally left blank



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, Esq., Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/16/2023
SUBJECT: Approving a Purchase Order to Craven Thompson and Associates for Surveying Services for TSDOR Project along Holatee Trail from Stirling Road to E. Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road

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
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's 67 miles of paved streets. To date, the Town has resurfaced approximately 14 miles of roadway.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures.

Rehabilitation and Maintenance Surtax funds cannot be used for surveying or design work. The Town was awarded \$1,960,210 of Rehabilitation and Maintenance Surtax funding for TSDOR projects in 2020 by submitting shovel-ready projects.

The Town already has the following shovel-ready TSDOR projects waiting to submit when the next Rehabilitation and Maintenance Surtax funding cycle opens:

- SW 162nd Avenue, SW 163rd Avenue, SW 49th Street from SW 163rd Avenue to the dead end, SW 53rd Street from SW 163rd Avenue to SW 162nd Avenue, and SW 164th Terrace
- SW 166th Avenue from Griffin Road to the cul-de-sac and its side streets: SW 51st Manor, SW 52nd Place, SW 54th Place, and SW 59th Court

Therefore, surveying and design plans need to be completed in FY 2024, so the Town can submit additional TSDOR projects for Surtax funding consideration when the County starts the next cycle of project submissions. The next group of roads on the TSDOR plan include Holatee Trail from Stirling Road to E. Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road.

The Town has a continuing contract for Surveying Services with Craven Thompson and Associates, Inc. Staff has coordinated and negotiated the surveying and related pricing with Craven Thompson and desires to issue a Purchase Order for these respective services in the amount of \$80,0000.

Fiscal Impact/Analysis

The Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project. Staff is requesting Purchase Orders for the following:

Craven Thompson and Associates Surveying = \$80,000
Kimley Horn and Associates Engineering = \$51,350

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/8/2023	Resolution
Exhibit A	10/31/2023	Exhibit

This page
intentionally left blank

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO EAST PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the next segment of roads on the TSDOR plan include Holatee Trail from Stirling Road to East Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road; and

WHEREAS, surveying services are needed to complete the construction; and

WHEREAS, the Town has a continuing contract for Surveying Services with Craven Thompson and Associates, Inc.; and

WHEREAS, the Town received a proposal from Craven Thompson and Associates, Inc. for surveying for the TSDOR Roadway Improvements in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00); and

WHEREAS, the Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project; and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order with Craven Thompson and Associates, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for surveying services relating to the TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. 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 _____ 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
1001.2405.01

October 30, 2023
email: eceti@swranches.org

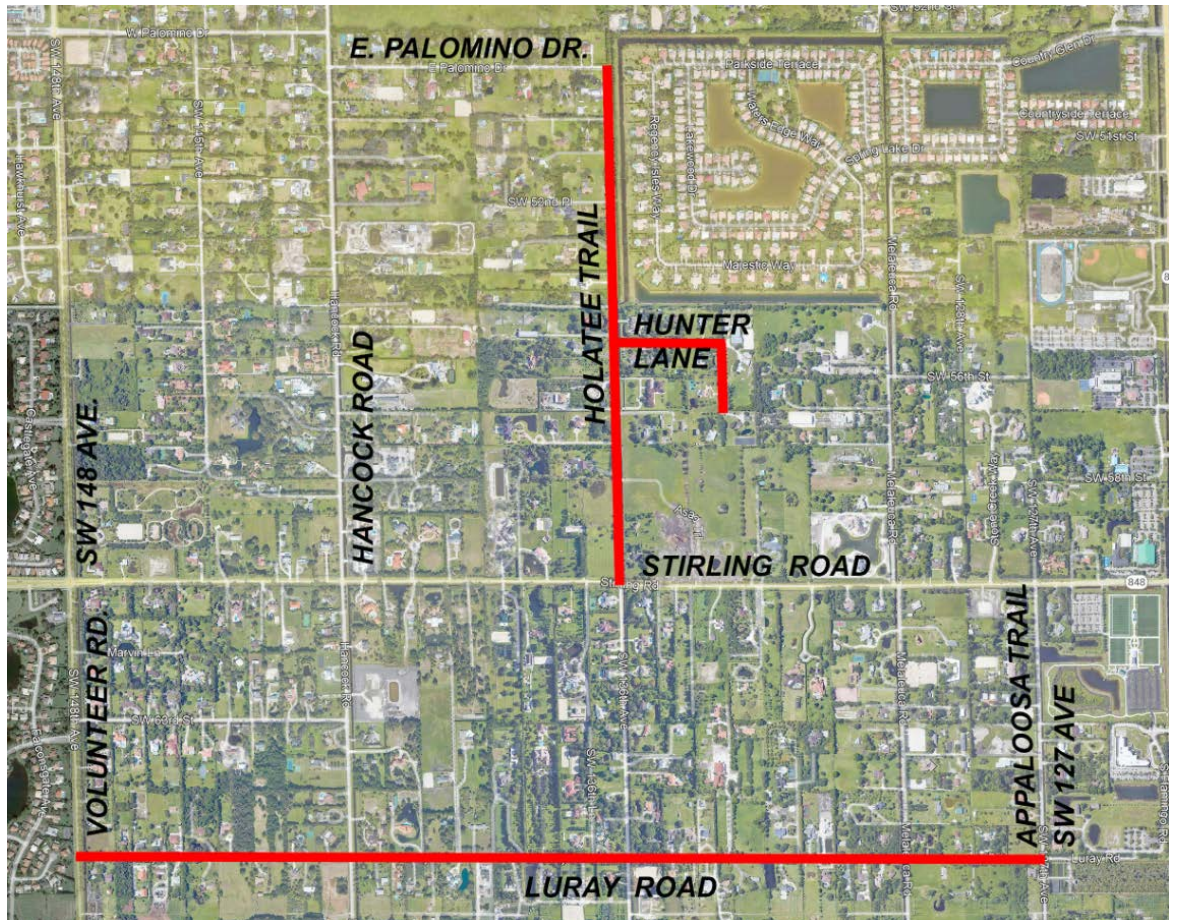
Emily McCord Aceti
Community Services Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**RE: TOPOGRAPHIC SURVEY
HOLATEE TRAIL, HUNTER LANE, & LURAY ROAD
SUNSHINE RANCHES AREA OF
TOWN OF SOUTHWEST RANCHES
CTA PROPOSAL NO. 2023-TO4.277**

Dear Ms. Aceti,

The firm of Craven Thompson & Associates, Inc. is pleased to provide the following proposal for professional surveying services, for the above-referenced project. Our scope is as follows:

SITE LIMITS: Holatee Trail, Hunter Lane, and Luray Road.



I. SURVEYING SERVICES

1.1 Topographic Survey (CTA Task No. 11050)

Prepare a topographic survey of portions of the following multiple roadways within the Town. The survey will include locations within the full right-of-way of the roads listed below. The total project length, including all adjacent side street sections, covers approximately 15,973 lineal feet. The project limits are shown above.

1. Holatee Trail, from Stirling Road north $\pm 4,973$ feet to the East Palomino Drive. This section is to include full right-of-way.

2. Luray Road, from SW 148th Avenue east $\pm 9,327$ feet to S.W. 127th Avenue. This section is to include full right-of-way.

3. Hunter Lane, from Holatee Trail east $\pm 1,673$ feet to the dead-end of S.W. 134th Avenue. This section is to include full right-of-way.

- The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code.
- The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, in order to tie all improvements to.
- The location of all above-ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of this survey, as defined above.
- Trees within the right-of-way, three (3) inches in diameter or larger, at breast height, will be located and identified with their common name, if known.
- Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- Cross-section elevations will be taken at 50-foot intervals along all roadways, and cover from right-of-way to right-of-way.
- All elevations will be relative to the North American Vertical Datum of 1988 (NAVD88) and based on the National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.

- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2019 or higher, drawing file format, and provided along with a hard copy, signed and sealed.

Lump Sum.....\$80,000.00

Approximate time of completion: Fourteen (14) to sixteen (16) weeks, after receipt of Notice to Proceed (weather permitting).

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood, that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize, that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Additional requirements identified by the Client.
2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "**Hourly Fee Schedule**" section of this proposal, or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	\$280/Hour
Senior Supervising Engineer	\$250/Hour
Senior Engineer.....	\$185/Hour
Project Engineer.....	\$155/Hour
Engineering Senior CADD Technician.....	\$120/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$225/Hour
Professional Land Surveyor.....	\$180/Hour
Project Surveyor	\$155/Hour
Survey CADD / GIS Tech.....	\$115/Hour
Survey Field Crew (1-Man Crew)	\$120/Hour
Survey Field Crew (2-Man Crew)	\$170/Hour
Survey Field Crew (3-Man Crew)	\$200/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$330/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner.....	\$225/Hour
--	------------

Senior Supervising Landscape Architect	\$200/Hour
Senior Landscape Architect.....	\$175/Hour
Senior Planner.....	\$170/Hour
Landscape Architect.....	\$160/Hour
Project Landscape Designer	\$150/Hour
Land Planner	\$150/Hour

Construction Administration Services

Director of Construction Management	\$185/Hour
Construction Manager	\$170/Hour
Senior Field Representative	\$135/Hour
Field Representative	\$115/Hour

Miscellaneous

Clerical	\$95/Hour
----------------	-----------

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made based on our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regards to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regards to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blueprints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical, and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. Client shall be responsible for the safety of the General Public during construction.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD CRAWFORD, P.S.M.
Professional Land Surveyor

RGC/ NR

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

AP e-mail address for Invoices

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

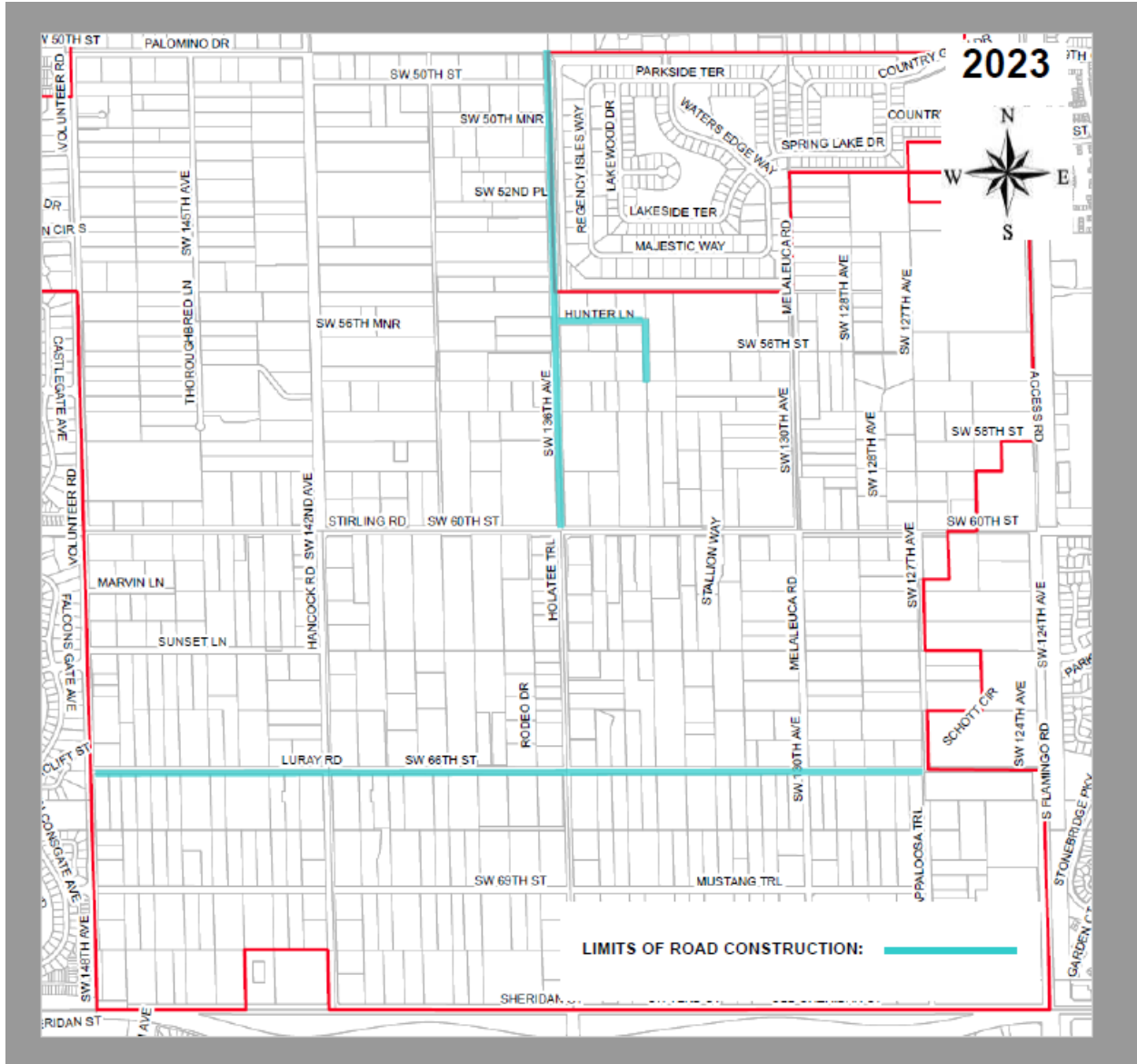
Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

Preferred Method of Receiving Invoices: **Mail** _____ **E-Mail** _____

Proposed Improvements in Sunshine Ranches



Street Name	From	To	Length (Miles)
Holatee Trail	E. Palomino Drive	Stirling Road	0.91
Hunter Lane	Holatee Trail	SW 134th Ave	0.19
SW 134th Ave	SW 55th Street	South dead end	0.17
Luray Road	Melaleuca Drive	Volunteer Road	1.51
Luray Road	Appaloosa Trail	Melaleuca Drive	0.23
TOTAL			3.01

This page
intentionally left blank



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/16/2023
SUBJECT: Approving a Purchase Order to Kimley Horn and Associates for Professional Design Services for TSDOR Project along Holatee Trail from Stirling Road to E. Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road

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
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's 67 miles of paved streets. To date, the Town has resurfaced approximately 14 miles of roadway.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures.

Rehabilitation and Maintenance Surtax funds cannot be used for surveying or design work. The Town was awarded \$1,960,210 of Rehabilitation and Maintenance Surtax funding for TSDOR projects in 2020 by submitting shovel-ready projects.

The Town already has the following shovel-ready TSDOR projects waiting to submit when the next Rehabilitation and Maintenance Surtax funding cycle opens:

- SW 162nd Avenue, SW 163rd Avenue, SW 49th Street from SW 163rd Avenue to the dead end, SW 53rd Street from SW 163rd Avenue to SW 162nd Avenue, and SW 164th Terrace
- SW 166th Avenue from Griffin Road to the cul-de-sac and its side streets: SW 51st Manor, SW 52nd Place, SW 54th Place, and SW 59th Court

Therefore, design plans need to be completed in FY 2024, so the Town can submit additional TSDOR projects for Surtax funding consideration when the County starts the next cycle of project submissions. The next group of roads on the TSDOR plan include Holatee Trail from Stirling Road to E. Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road.

The Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc. Staff has coordinated and negotiated the assessment, design, bid document preparation, and construction observation scope and related pricing with Kimley Horn and desires to issue a Purchase Order for these respective services in the amount of \$51,350.

Fiscal Impact/Analysis

The Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project. Staff is requesting Purchase Orders for the following:

- Craven Thompson and Associates Surveying = \$80,000
- Kimley Horn and Associates Engineering = \$51,350

Staff Contact:

- Rod Ley, P.E., Town Engineer
- Emily Aceti, Community Services Manager
- Emil Lopez, Town Financial Administrator
- Venessa Redman, Senior Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/8/2023	Resolution

Exhibit A
Map

10/31/2023
11/9/2023

Exhibit
Exhibit

This page
intentionally left blank

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$51,350.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO EAST PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the next segment of roads on the TSDOR plan include Holatee Trail from Stirling Road to East Palomino Drive, Hunter Lane, SW 134th Avenue, and Luray Road; and

WHEREAS, professional design services are needed to complete the construction; and

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

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc., for engineering design for the TSDOR Roadway Improvements in the amount of Fifty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$51,350.00); and

WHEREAS, the Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project; and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order with Kimley Horn and Associates, Inc. in the amount of Fifty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$51,350.00) for professional services relating to the TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. 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 _____ 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
1001.2404.01



October 26, 2023

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

Re: Proposal for the 2024 Transportation Surface and Drainage Ongoing Rehabilitation Project – Sunshine Ranches Civil Engineering Services Southwest Ranches, FL

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Southwest Ranches’ “Continuing Contract for Professional Engineering Services; RFQu No. 22-013” is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as “Client” or “Town”) to provide professional civil engineering services and limited construction phase services associated with the construction of the 2024 Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) – Sunshine Ranches Project.

Project Understanding

The Town of Southwest Ranches is proposing roadway resurfacing and striping on approximately 3.01 centerline miles of local Town roadways; Exhibit “A” highlights the roads that are to be resurfaced. The proposed improvements include milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town’s right-of-way.

Project Assumptions

- The plans will be prepared using the survey provided by the Town (prepared by Craven and Thompson and Associates, Inc.), high resolution aerials and construction notes.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to Town of Southwest Ranches’ requirements and design standards. Contract documents to be provided by the Town.
- This scope of services does not include drainage design, drainage calculations, or bridge improvements.

- Proposed curbing and pavement markings are associated with roadway resurfacing only. Review or modification of existing roadway pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

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

TASK 1 – SITE VISIT

As part of this Task, Kimley-Horn will provide the following:

1. Visit each roadway depicted in Exhibit “A” one (1) time to verify the current asphalt and curbing conditions, and the existing site signing and marking.

TASK 2 – CONSTRUCTION PLANS

Kimley-Horn will perform engineering and design services for the preparation of construction plans and design requirements as notes on the plans. These construction plans shall consist of engineering drawings that will depict milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. Contract or “Front End” documents will be provided by the Town. Construction plans will be prepared to a level suitable to submit with permit applications for the Town’s review.

During this task, the Consultant will perform the following:

- Tabulate anticipated construction items, quantities and pay item notes.
- Estimate construction time for contract purposes.
- Prepare an engineer’s opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.

TASK 3 – PUBLIC WORKSHOP

Kimley-Horn will attend one (1) public workshop with the Town residents to review the scope of the TSDOR improvements. Kimley-Horn will prepare the project materials for the workshop, and the Town will present the material. The Town will schedule and advertise the public meeting.

TASK 4 – PERMITTING

It is understood that the Town does not have a contract with BCTED to maintain signage and marking throughout the Town’s Right-of-Way. Therefore, plan approval from BCTED is not required for this project. However, Kimley-Horn will prepare and submit the construction plans to Broward County Traffic Engineering Division (BCTED) as a coordination effort during this Task. Kimley-Horn will address up to two (2) rounds of comments from BCTED.

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Town. The Town shall provide all permit fees.

TASK 5 – BIDDING ASSISTANCE

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 6 – LIMITED CONSTRUCTION PHASE SERVICES

This task is to provide Limited Construction Phase Services by Kimley-Horn during construction of the Project. This scope of services is based on the project achieving substantial completion within 150 calendar days, plus 30 days to final completion. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

1. **Meetings**
2. **Resident Project Representative**
3. **Shop Drawing Review**
4. **Contract Clarification**
5. **Review of Pay Application**
6. **Project Close Out**

Meetings: Kimley-Horn shall attend one (1) pre-construction meeting and bi-monthly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes twelve (12) progress meetings. Meeting minutes will be provided by Kimley-Horn.

Resident Project Representation: A Resident Project Representative (“RPR”) shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site while the Contractor is working for up to a total of twenty-five (25) site visits during construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR will be onsite for up to 3 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance

with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

Shop Drawing Review: Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service.

Kimley-Horn shall consult with and advise the Town as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager's prime contractor(s) hereinafter called "Contractor(s)".

Contract Clarifications: Kimley-Horn shall issue the Town's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the Town to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Project Close Out: Kimley-Horn shall review the Project with the Town to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in

accordance with the Contract Documents. If the Contractor has fulfilled all of his or her obligations thereunder, Kimley-Horn will recommend, in writing, final payment and give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible “As-Built” drawings will be provided to the Town.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)’ or subcontractor(s)’ agents or employees, or any other persons (except the Kimley-Horn’s own employees and agents) at the site or otherwise performing any of the Contractor(s)’ work.

TASK 7 – ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the Town, services that may be required in addition to those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Hardscape and Landscape design
- Irrigation design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or Town Council input.
- Drainage Improvements and Drainage Permitting
- Traffic Studies or traffic engineering services

SCHEDULE

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

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 6 for the Lump Sum Fee of **\$51,350** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Site Visit	\$3,670
2	Construction Plans	\$16,790
3	Public Workshop	\$3,470
4	Permitting	\$3,220
5	Bidding Assistance	\$3,895
6	Limited Construction Phase Services	\$20,305
LUMP SUM FEE		\$51,350

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

CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RFQu No. 22-013" shall govern this scope of services.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Vice President

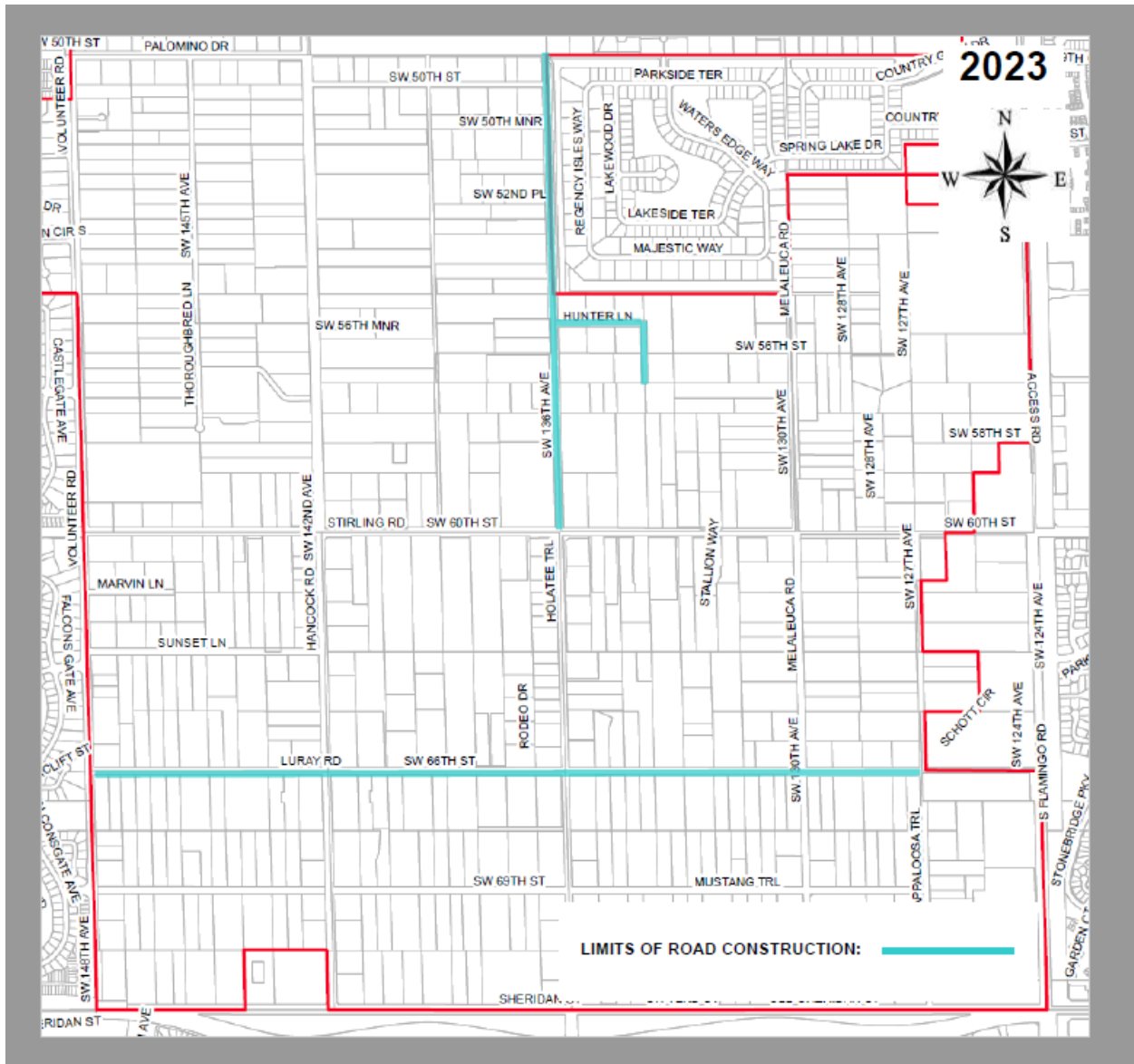
EXHIBIT A

TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION
(TSDOR) CONSTRUCTION PROGRAM SCHEDULE

East/West of I-75	Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year
	Street Name	Street Name	Street Name							
E	Holatee Trail	East Palomino Drive	Stirling Road	Y	3	2	5	0.91	\$ 142,900.00	2023
E	Hunter Lane	Holatee Trail	SW 134th Avenue	Y	5	2	8	0.19	\$ 35,600.00	2023
E	SW 134th Avenue	SW 55th Street	South dead end	Y	4	4	6	0.17	\$ 24,300.00	2023
E	Luray Road	Melaluca Drive	Volunteer Road	Y	5	3	6	1.51	\$ 246,700.00	2023
E	Luray Road	Appaloosa Trail	Melaluca Drive	Y	2	2	2	0.23	\$ 36,500.00	2023
TOTALS								3.01	\$ 486,000.00	2023
INFLATION ADJUSTMENT									\$ 87,000.00	2023
TOTAL FISCAL YEAR PROJECTS									\$ 573,000.00	2023

Based Upon November 5, 2013 "Streets Condition Assessment" Pavement Management Plan by King Engineering Associates, Inc.

Proposed Improvements in Sunshine Ranches



Street Name	From	To	Length (Miles)
Holatee Trail	E. Palomino Drive	Stirling Road	0.91
Hunter Lane	Holatee Trail	SW 134th Ave	0.19
SW 134th Ave	SW 55th Street	South dead end	0.17
Luray Road	Melaleuca Drive	Volunteer Road	1.51
Luray Road	Appaloosa Trail	Melaleuca Drive	0.23
TOTAL			3.01



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/16/2023
SUBJECT: Approving a Purchase Order to Craven Thompson and Associates for Surveying Services for the TSDOR project along Stirling Road (Dykes Road to SW 166th Avenue) and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street

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
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's 67 miles of paved streets. To date, the Town has resurfaced approximately 14 miles of roadway.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as

“Penny for Transportation”) to fund statutorily permissible transportation expenditures. Rehabilitation and Maintenance Surtax funds cannot be used for surveying or design work. The Town was awarded \$1,960,210 of Rehabilitation and Maintenance Surtax funding for TSDOR projects in 2020 by submitting shovel-ready projects.

The Town already has the following shovel-ready TSDOR projects waiting to submit when the next Rehabilitation and Maintenance Surtax funding cycle opens:

- SW 162nd Avenue, SW 163rd Avenue, SW 49th Street from SW 163rd Avenue to the dead end, SW 53rd Street from SW 163rd Avenue to SW 162nd Avenue, and SW 164th Terrace
- SW 166th Avenue from Griffin Road to the cul-de-sac and its side streets: SW 51st Manor, SW 52nd Place, SW 54th Place, and SW 59th Court

Therefore, surveying and design plans need to be completed in FY 2024, so the Town can submit additional TSDOR projects for Surtax funding consideration when the County starts the next cycle of project submissions. The next group of roads on the TSDOR plan include Stirling Road (Dykes Road to SW 166th Avenue) and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street.

The Town has a continuing contract for Surveying Services with Craven Thompson and Associates, Inc. Staff has coordinated and negotiated the assessment, design, bid document preparation, and construction observation scope and related pricing with Craven Thompson and desires to issue a Purchase Order for these respective services in the amount of \$50,000. Craven Thompson recently completed the survey of Stirling Road from SW 162nd Avenue to SW 166th Avenue for a drainage project, so this segment is not included in the attached proposal.

Fiscal Impact/Analysis

The Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project. Staff is requesting Purchase Orders for the following:

Craven Thompson and Associates Surveying = \$50,000
Kimley Horn and Associates Engineering = \$50,000

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/6/2023	Resolution
Exhibit A	10/31/2023	Exhibit
Map	11/9/2023	Exhibit

This page
intentionally left blank

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) TO CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69TH STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the next segment of roads on the TSDOR plan include Stirling Road from Dykes Road to SW 166th Avenue and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street; and

WHEREAS, surveying services are needed to complete the construction; and

WHEREAS, the Town has a continuing contract for Surveying Services with Craven Thompsom and Associates, Inc.; and

WHEREAS, the Town received a proposal from Craven Thompson and Associates, Inc., for surveying for the TSDOR Roadway Improvements in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, the Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project; and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order with Craven Thompson and Associates, Inc. in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for surveying services relating to the TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. 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 _____ 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
1001.2397.01

October 30 2023

email: eaceti@swranches.org

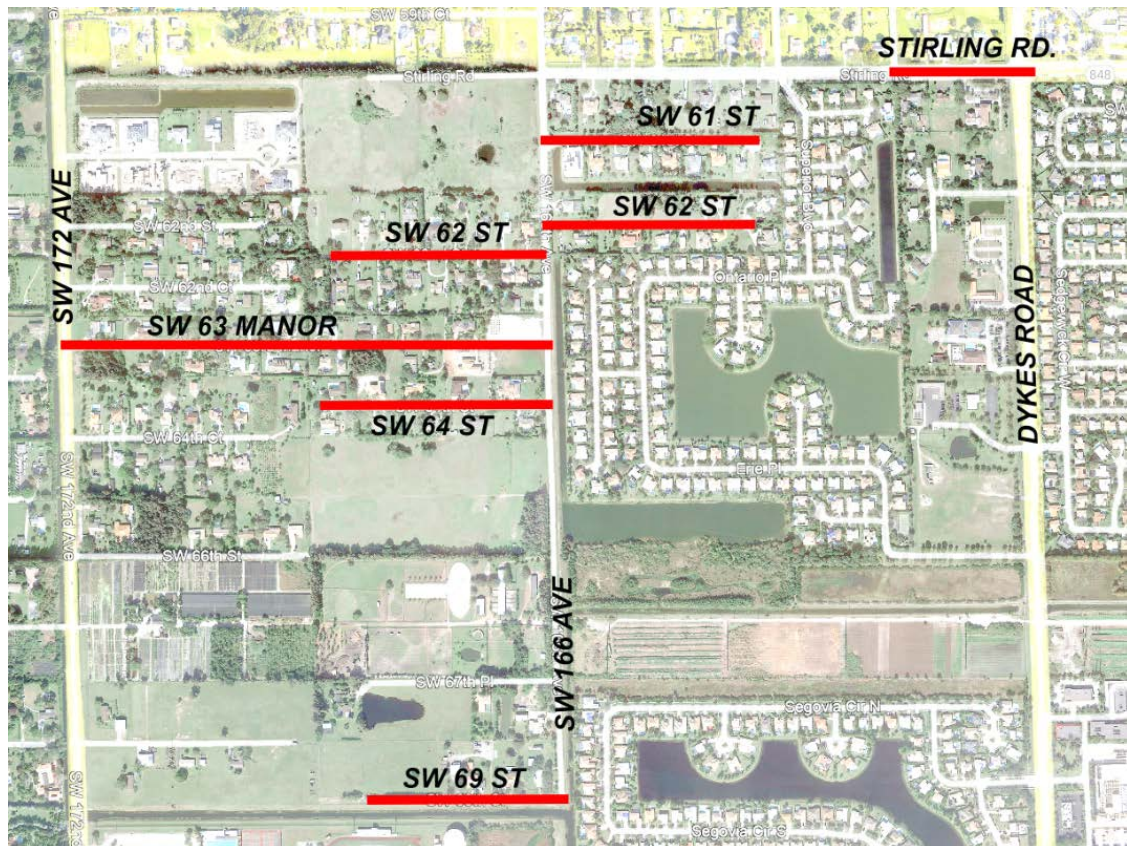
Emily McCord Aceti
Community Services Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**RE: TOPOGRAPHIC SURVEY
STIRLING ROAD, SW 61ST STREET, SW 62ND STREET,
SW 63RD MANOR, SW 64TH STREET, & SW 69TH STREET
TOWN OF SOUTHWEST RANCHES
CTA PROPOSAL NO. 2023-TO4.278**

Dear Ms. Aceti,

The firm of Craven Thompson & Associates, Inc. is pleased to provide the following proposal for professional surveying services, for the above-referenced project. Our scope is as follows:

**SITE LIMITS: STIRLING ROAD, SW 61ST STREET, SW 62ND STREET,
SW 63RD MANOR, SW 64TH STREET, & SW 69TH STREET**



I. SURVEYING SERVICES

1.1 Topographic Survey (CT&A Task No. 11050)

Prepare a topographic survey of portions of the following multiple roadways within the Town. The survey will include locations within the full right-of-way of the roads listed below. The total project length, including all adjacent side street sections, covers approximately ±9,368 lineal feet. The project limits are shown above.

1. Stirling Road, from SW 160th Avenue west, ±715 feet to the SW 162nd Avenue. This section is to include full right-of-way.

2. SW 61st Street, from SW 166th Avenue west ±1,214 feet to a dead end. This section is to include full right-of-way.

3. SW 62nd Street, from SW 160th Avenue east ±1,165 feet to the dead-end. This section is to include full right-of-way.

4. SW 62nd Street, from SW 160th Avenue west, ±1,205 feet to the dead-end. This section is to include full right-of-way.

5. SW 63rd Manor, from SW 160th Avenue west, ±2,700 feet to S.W. 172nd Avenue. This section is to include full right-of-way.

6. SW 64th Street, from SW 160th Avenue west, ±1,267 feet to the dead-end. This section is to include full right-of-way.

7. SW 69th Street, from SW 160th Avenue west, ±1,102 feet to the dead-end. This section is to include full right-of-way.

- The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code.
- The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, in order to tie all improvements to.
- The location of all above-ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of this survey, as defined above.
- Trees within the right-of-way, three (3) inches in diameter or larger, at breast height, will be located and identified with their common name, if known.

- Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- Cross-section elevations will be taken at 50-foot intervals along all roadways, and cover from right-of-way to right-of-way.
- All elevations will be relative to the North American Vertical Datum of 1988 (NAVD88) and based on the National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2019 or higher, drawing file format, and provided along with a hard copy, signed and sealed.

Lump Sum..... \$50,000.00

Approximate time of completion: Ten (10) to Twelve (12) weeks, after receipt of Notice to Proceed (weather permitting).

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood, that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize, that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Additional requirements identified by the Client.
2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "**Hourly Fee Schedule**" section of this proposal, or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	\$280/Hour
Senior Supervising Engineer	\$250/Hour
Senior Engineer.....	\$185/Hour
Project Engineer.....	\$155/Hour

Engineering Senior CADD Technician..... \$120/Hour

Land Surveying & Mapping Services

Principal Surveyor \$225/Hour
Professional Land Surveyor..... \$180/Hour
Project Surveyor \$155/Hour
Survey CADD / GIS Tech..... \$115/Hour
Survey Field Crew (1-Man Crew) \$120/Hour
Survey Field Crew (2-Man Crew) \$170/Hour
Survey Field Crew (3-Man Crew) \$200/Hour
Survey Crew with Laser Scan (3-Man Crew) \$330/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner..... \$225/Hour
Senior Supervising Landscape Architect \$200/Hour
Senior Landscape Architect..... \$175/Hour
Senior Planner..... \$170/Hour
Landscape Architect..... \$160/Hour
Project Landscape Designer \$150/Hour
Land Planner \$150/Hour

Construction Administration Services

Director of Construction Management \$185/Hour
Construction Manager \$170/Hour
Senior Field Representative \$135/Hour
Field Representative \$115/Hour

Miscellaneous

Clerical \$95/Hour

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made based on our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any

use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regards to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regards to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blueprints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical, and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. Client shall be responsible for the safety of the General Public during construction.


Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD CRAWFORD, P.S.M.
Professional Land Surveyor

RGC/ nr

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

AP e-mail address for Invoices

PROJECT CONTACT / BILLING INFORMATION

Business Name: _____

Business Address: _____

Business Phone Number: _____

Business Fax Number: _____

Project Manager's Name: _____

Contact Phone Number: _____

E-mail Address: _____

Billing Contact's Name: _____

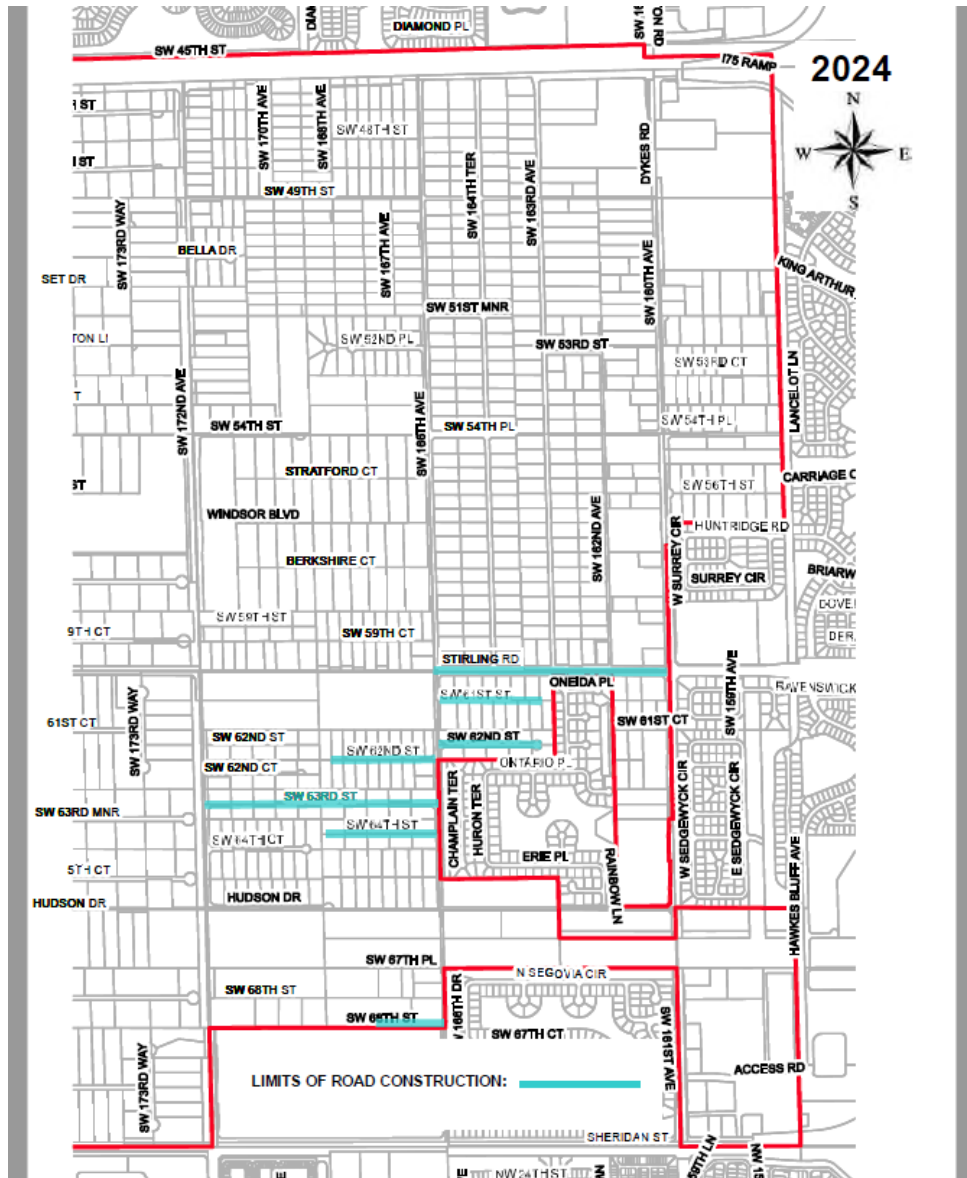
Contact Phone Number: _____

E-mail Address: _____

Billing Address:
(if different than above) _____

Preferred Method of Receiving Invoices: **Mail** _____ **E-Mail** _____

TSDOR Project in Green Meadows



Street Name	From	To	Length (Miles)
Stirling Road (North Lane)	Dykes Road	SW 166th Avenue	0.50
Stirling Road (South Lane)	Dykes Road	SW 166th Avenue	0.50
SW 61st Street	SW 166th Avenue	East cul-de-sac	0.23
SW 62nd Street	SW 166th Avenue	East cul-de-sac	0.23
SW 62nd Street	SW 166th Avenue	West dead end	0.22
SW 63rd Manor	SW 172nd Avenue	SW 166th Avenue	0.50
SW 64th Street	SW 166th Avenue	West dead end	0.22
SW 69th Street	SW 166th Avenue	West dead end	0.22
TOTAL			2.62

This page
intentionally left blank



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, Esq., Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 11/16/2023
SUBJECT: Approving a Purchase Order to Kimley Horn and Associates for Professional Engineering and Design Services for the TSDOR project along Stirling Road (Dykes Road to SW 166th Avenue) and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street

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
- D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's 67 miles of paved streets. To date, the Town has resurfaced approximately 14 miles of roadway.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily permissible transportation expenditures. Rehabilitation and Maintenance Surtax funds cannot be used for surveying or design work. The Town was awarded \$1,960,210 of Rehabilitation and Maintenance Surtax funding for TSDOR projects in 2020 by submitting shovel-ready projects.

The Town already has the following shovel-ready TSDOR projects waiting to submit when the next Rehabilitation and Maintenance Surtax funding cycle opens:

- SW 162nd Avenue, SW 163rd Avenue, SW 49th Street from SW 163rd Avenue to the dead end, SW 53rd Street from SW 163rd Avenue to SW 162nd Avenue, and SW 164th Terrace
- SW 166th Avenue from Griffin Road to the cul-de-sac and its side streets: SW 51st Manor, SW 52nd Place, SW 54th Place, and SW 59th Court

Therefore, design plans need to be completed in FY 2024, so the Town can submit additional TSDOR projects for Surtax funding consideration when the County starts the next cycle of project submissions. The next group of roads on the TSDOR plan include Stirling Road (Dykes Road to SW 166th Avenue) and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street.

The Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc. Staff has coordinated and negotiated the assessment, design, bid document preparation, and construction observation scope and related pricing with Kimley Horn and desires to issue a Purchase Order for these respective services in the amount of \$50,000.

Fiscal Impact/Analysis

The Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project. Staff is requesting Purchase Orders for the following:

Craven Thompson and Associates Surveying = \$50,000

Kimley Horn and Associates Engineering = \$50,000

Staff Contact:

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

Venessa Redman, Senior Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/8/2023	Resolution
Exhibit A	10/31/2023	Exhibit
Map	11/9/2023	Exhibit

**This page
intentionally left blank**

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69TH STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the next segment of roads on the TSDOR plan include Stirling Road from Dykes Road to SW 166th Avenue and SW 166th Avenue Side Streets: SW 61st Street, SW 62nd Street, SW 63rd Manor, SW 64th Street, and SW 69th Street; and

WHEREAS, professional design services are needed to complete the construction; and

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

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc., for engineering design for the TSDOR Roadway Improvements in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, the Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project; and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order with Kimley Horn and Associates, Inc. in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for professional services relating to the TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. 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 _____ 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
1001.2396.01



October 26, 2023

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

Re: Proposal for the 2024 Transportation Surface and Drainage Ongoing Rehabilitation Project – Green Meadows Civil Engineering Services Southwest Ranches, FL

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Southwest Ranches’ “Continuing Contract for Professional Engineering Services; RFQu No. 22-013” is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as “Client” or “Town”) to provide professional civil engineering services and limited construction phase services associated with the construction of the 2024 Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) – Green Meadows Project.

Project Understanding

The Town of Southwest Ranches is proposing roadway resurfacing and striping on approximately 2.62 centerline miles of local Town roadways; Exhibit “A” highlights the roads that are to be resurfaced. The proposed improvements include milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town’s right-of-way.

Project Assumptions

- The plans will be prepared using the survey provided by the Town (prepared by Craven and Thompson and Associates, Inc.), high resolution aerials and construction notes.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to Town of Southwest Ranches’ requirements and design standards. Contract documents to be provided by the Town.
- This scope of services does not include drainage design, drainage calculations, or bridge improvements.

- Proposed curbing and pavement markings are associated with roadway resurfacing only. Review or modification of existing roadway pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

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

TASK 1 – SITE VISIT

As part of this Task, Kimley-Horn will provide the following:

1. Visit each roadway depicted in Exhibit “A” one (1) time to verify the current asphalt and curbing conditions, and the existing site signing and marking.

TASK 2 – CONSTRUCTION PLANS

Kimley-Horn will perform engineering and design services for the preparation of construction plans and design requirements as notes on the plans. These construction plans shall consist of engineering drawings that will depict milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. Contract or “Front End” documents will be provided by the Town. Construction plans will be prepared to a level suitable to submit with permit applications for the Town’s review.

During this task, the Consultant will perform the following:

- Tabulate anticipated construction items, quantities and pay item notes.
- Estimate construction time for contract purposes.
- Prepare an engineer’s opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.

TASK 3 – PUBLIC WORKSHOP

Kimley-Horn will attend one (1) public workshop with the Town residents to review the scope of the TSDOR improvements. Kimley-Horn will prepare the project materials for the workshop, and the Town will present the material. The Town will schedule and advertise the public meeting.

TASK 4 – PERMITTING

It is understood that the Town does not have a contract with BCTED to maintain signage and marking throughout the Town’s Right-of-Way. Therefore, plan approval from BCTED is not required for this project. However, Kimley-Horn will prepare and submit the construction plans to Broward County Traffic Engineering Division (BCTED) as a coordination effort during this Task. Kimley-Horn will address up to two (2) rounds of comments from BCTED.

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Town. The Town shall provide all permit fees.

TASK 5 – BIDDING ASSISTANCE

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 6 – LIMITED CONSTRUCTION PHASE SERVICES

This task is to provide Limited Construction Phase Services by Kimley-Horn during construction of the Project. This scope of services is based on the project achieving substantial completion within 150 calendar days, plus 30 days to final completion. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

1. **Meetings**
2. **Resident Project Representative**
3. **Shop Drawing Review**
4. **Contract Clarification**
5. **Review of Pay Application**
6. **Project Close Out**

Meetings: Kimley-Horn shall attend one (1) pre-construction meeting and bi-monthly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes twelve (12) progress meetings. Meeting minutes will be provided by Kimley-Horn.

Resident Project Representation: A Resident Project Representative (“RPR”) shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site while the Contractor is working for up to a total of twenty-five (25) site visits during construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR will be onsite for up to 3 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance

with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

Shop Drawing Review: Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service.

Kimley-Horn shall consult with and advise the Town as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager's prime contractor(s) hereinafter called "Contractor(s)".

Contract Clarifications: Kimley-Horn shall issue the Town's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the Town to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Project Close Out: Kimley-Horn shall review the Project with the Town to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in

accordance with the Contract Documents. If the Contractor has fulfilled all of his or her obligations thereunder, Kimley-Horn will recommend, in writing, final payment and give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible “As-Built” drawings will be provided to the Town.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)’ or subcontractor(s)’ agents or employees, or any other persons (except the Kimley-Horn’s own employees and agents) at the site or otherwise performing any of the Contractor(s)’ work.

TASK 7 – ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the Town, services that may be required in addition to those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Hardscape and Landscape design
- Irrigation design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or Town Council input.
- Drainage Improvements and Drainage Permitting
- Traffic Studies or traffic engineering services

SCHEDULE

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

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 6 for the Lump Sum Fee of **\$50,000** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Site Visit	\$3,670
2	Construction Plans	\$15,440
3	Public Workshop	\$3,470
4	Permitting	\$3,220
5	Bidding Assistance	\$3,895
6	Limited Construction Phase Services	\$20,305
LUMP SUM FEE		\$50,000

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

CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RFQu No. 22-013" shall govern this scope of services.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Vice President

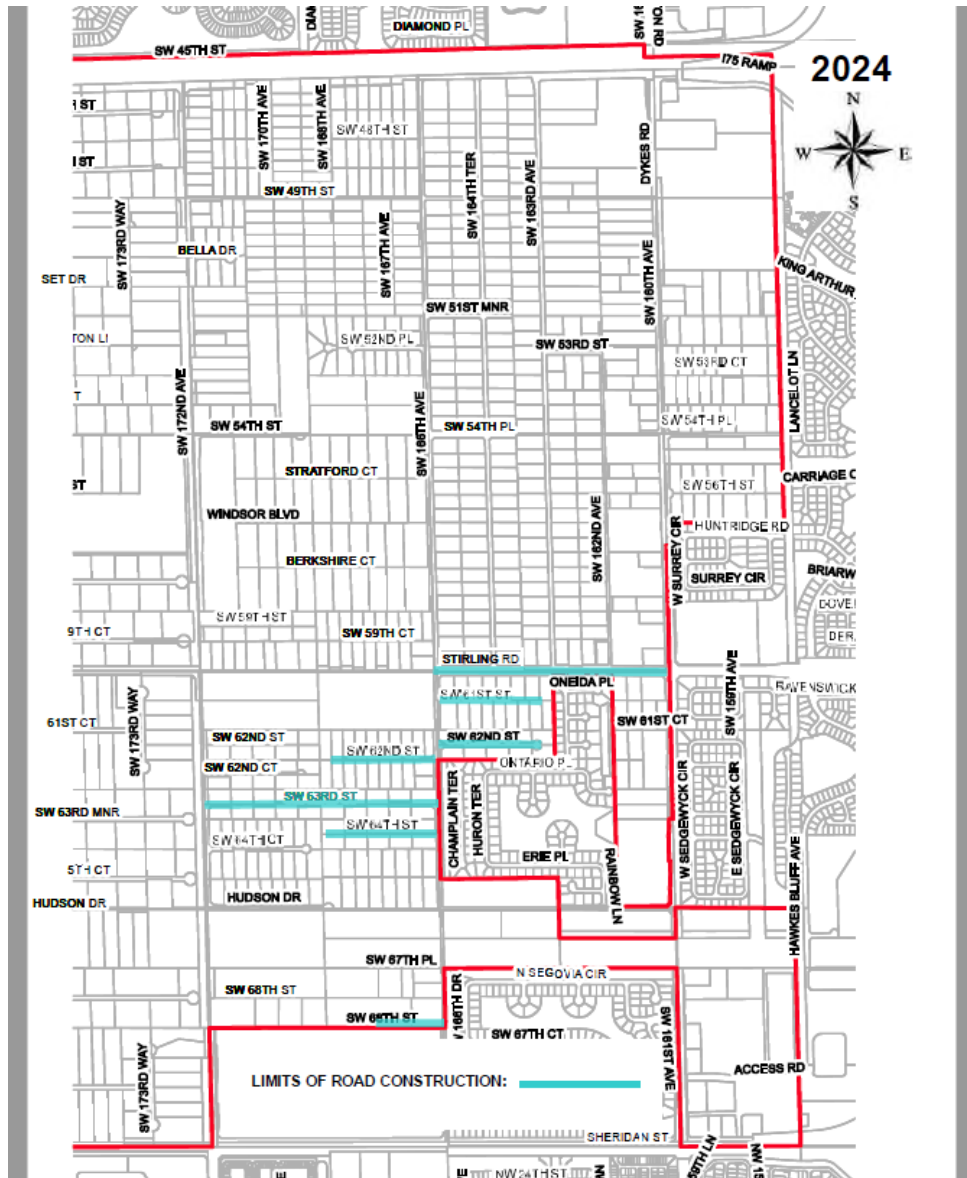
EXHIBIT A

TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) CONSTRUCTION PROGRAM SCHEDULE

East/West of I-75	Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year
	Street Name	Street Name	Street Name							
W	Stirling Road (North Lane)	Dykes Road	SW 166th Avenue	Y	4	3	5	0.50	\$ 160,600.00	2024
W	Stirling Road (South Lane)	Dykes Road	SW 166th Avenue	Y	4	3	4	0.50	\$ 160,600.00	2024
W	SW 61st Street	SW 166th Avenue	East Cul-de-sac	N	5	4	6	0.23	\$ 31,300.00	2024
W	SW 62nd Street	SW 166th Avenue	East Cul-de-sac	Y	3	3	6	0.23	\$ 27,500.00	2024
W	SW 62nd Street	SW 166th Avenue	West dead end	Y	6	5	7	0.22	\$ 41,300.00	2024
W	SW 63rd Manor	SW 172nd Avenue	SW 166th Avenue	Y	3	3	4	0.50	\$ 68,200.00	2024
W	SW 64th Street	SW 166th Avenue	West dead end	Y	1	1	1	0.22	\$ 30,100.00	2024
W	SW 69th Street	SW 166th Avenue	West dead end	Y	3	3	4	0.22	\$ 24,300.00	2024
TOTALS								2.62	\$ 543,900.00	2024
INFLATION ADJUSTMENT									\$ 112,600.00	2024
TOTAL FISCAL YEAR PROJECTS									\$ 656,500.00	2024

Based Upon November 5, 2013 "Streets Condition Assessment" Pavement Management Plan by King Engineering Associates, Inc.

TSDOR Project in Green Meadows



Street Name	From	To	Length (Miles)
Stirling Road (North Lane)	Dykes Road	SW 166th Avenue	0.50
Stirling Road (South Lane)	Dykes Road	SW 166th Avenue	0.50
SW 61st Street	SW 166th Avenue	East cul-de-sac	0.23
SW 62nd Street	SW 166th Avenue	East cul-de-sac	0.23
SW 62nd Street	SW 166th Avenue	West dead end	0.22
SW 63rd Manor	SW 172nd Avenue	SW 166th Avenue	0.50
SW 64th Street	SW 166th Avenue	West dead end	0.22
SW 69th Street	SW 166th Avenue	West dead end	0.22
TOTAL			2.62



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

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

Town Council
Steve Breitreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: New Town Vehicle Purchase

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

The Town currently has two multi-purpose vehicles which are utilized by staff for the completion of their job functions. Town staffing and responsibilities have increased placing a greater demand for an additional Town vehicle.

The Town desires to acquire a new RAM 1500 Crew Cab 4X4 to add to the existing fleet as it offers numerous advantages for vehicular services for the community. The Town has piggybacked off the agreement with the Florida Sheriff's Association agreement number FSA23-VEL31.0 to secure contract pricing for this purchase.

This resolution will authorize the issuance of a purchase order not to exceed fifty-five thousand dollars and zero cents (\$55,000.00) based upon the quote attached hereto as Exhibit "A" with Garber Chrysler Dodge Truck, Inc.

Fiscal Impact/Analysis

Not to exceed \$55,000 from Town Wide Vehicle Replacement Account
001-3900-519-99100.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Town Vehicle Purchase Reso - TA Approved	11/8/2023	Resolution
Exhibit A - FSA Build and Options	11/8/2023	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, PIGGYBACKING OFF OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA23-VEL31.0, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GARBER CHRYSLER DODGE TRUCK, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS \$55,000.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town currently has two multi-purpose vehicles which are utilized by staff for the completion of their job functions; and

WHEREAS, the Town staffing and responsibilities have increased placing a greater demand for an additional Town vehicle; and

WHEREAS, the Town desires to acquire a new RAM 1500 Crew Cab 4X4 to add to the existing fleet as it offers numerous advantages for vehicular services for the community; and

WHEREAS, the Town piggybacked off the agreement with the Florida Sheriff's Association agreement number FSA23-VEL31.0 to secure contract rates for this purchase; and

WHEREAS, the Town Council desires to issue a purchase order not to exceed fifty-five thousand dollars and zero cents (\$55,000.00) based upon the quote attached hereto as Exhibit "A" with Garber Chrysler Dodge Truck, Inc.; and

WHEREAS, funding was budgeted in the FY 2024 Contingency – TW Vehicle Replacement Account (001-3900-519-99100) in the amount of \$22,500 anticipating that future vehicles would cost approximately \$45,000 however vehicle prices continue to increase; and

WHEREAS, this Multi-Purpose Vehicle procurement item had also been budgeted in the General Fund in the amount of (\$17,500) per year for FY 2022 and FY 2023 which provides sufficient funding to facilitate this acquisition.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. AUTHORIZATION. The Town Council hereby authorizes the issuance of a purchase order in the amount not to exceed fifty thousand dollars and zero cents (\$55,000.00) with Garber Chrysler Dodge Truck, Inc. to purchase one new 2024 Ram 1500 Crew Cab 4X4; and

SECTION 3. AGREEMENTS. The Mayor, Town Administrator, and Town Attorney are hereby directed to enter into such agreements, and to make any such changes necessary and proper to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 16th day of November, 2023, on a motion by

_____ and seconded by _____.

[Signatures on Next Page]

Breitkreuz ___
Allbritton ___
Jablonski ___
Hartmann ___
Kuczenski ___

Ayes ___
Nays ___
Absent ___
Abstaining ___

ATTEST:

Steve Breitkreuz, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
37952927.1

This page
intentionally left blank



EXHIBIT A

Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box





Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
DT6H91	2024 Ram 1500 Big Horn 4x4 Crew Cab 6'4" Box	\$53,030.00

COLORS

CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE

CODE	DESCRIPTION	MSRP
EZL	Engine: 5.7L V8 HEMI MDS VVT eTorque (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
DFR	Transmission: 8-Speed Automatic (8HP75) (STD)	\$0.00

CPOS PKG

CODE	DESCRIPTION	MSRP
27Z	Quick Order Package 27Z Big Horn -inc: Engine: 5.7L V8 HEMI MDS VVT eTorque, Transmission: 8-Speed Automatic (8HP75), Big Horn Badge	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
DMC	3.21 Rear Axle Ratio (STD)	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
WBB	Wheels: 18" x 8" Cast-Aluminum Painted (STD)	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TUM	Tires: 275/65R18 BSW All Season LRR (STD)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
PW7	Bright White Clearcoat	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
E1X8	Diesel Gray/Black, Cloth Bench Seat	\$0.00

Options Total **\$0.00**

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$53,030.00
Total Options	\$0.00
Vehicle Subtotal	\$53,030.00
Destination Charge	\$1,995.00
Grand Total	\$55,025.00

Standard Equipment

Mechanical

- Engine: 5.7L V8 HEMI MDS VVT eTorque (STD)
- Transmission: 8-Speed Automatic (8HP75) (STD)
- 3.21 Rear Axle Ratio (STD)
- GVWR: 7,100 lbs
- 50 State Emissions
- Engine Auto Stop-Start Feature
- Transmission w/Driver Selectable Mode and Sequential Shift Control w/Steering Wheel Controls
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Heavy Duty Engine Cooling
- 730CCA Maintenance-Free Battery
- 48V Belt Starter Generator
- Class III Towing Equipment -inc: Hitch and Trailer Sway Control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

Mechanical

- Trailer Wiring Harness
- 1690# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 26 Gal. Fuel Tank
- Stainless Steel Exhaust
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Lithium Ion Traction Battery 0.43 kWh Capacity

Exterior

- Wheels: 18" x 8" Cast-Aluminum Painted (STD)
- Tires: 275/65R18 BSW All Season LRR (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Chrome Rear Step Bumper
- Chrome Front Bumper w/Chrome Rub Strip/Fascia Accent
- Black Side Windows Trim
- Black Door Handles
- Black Power Side Mirrors w/Manual Folding
- Convex Wide-Angle Exterior Mirror Insert
- Exterior Mirrors w/Heating Element
- Fixed Rear Window
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

Exterior

- Black Grille w/Chrome Surround
- HEMI Badge
- RAM Grille Badge - Chrome
- Dual Rear Exhaust w/Bright Tips
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
- Radio: Uconnect 3 w/5" Display
- 6 Speakers
- Streaming Audio
- Fixed Antenna
- Active Noise Control System
- 1 LCD Monitor In The Front

Interior

- Front Seat Back Map Pockets
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Cloth Rear Seat
- 3 Rear Seat Head Restraints
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows
- Rear 60/40 Folding Seat
- Leather Steering Wheel

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

Interior

- Illuminated Front Cupholder
- Rear Cupholder
- Compass
- Proximity Key For Push Button Start Only
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Locking Glove Box
- Full Cloth Headliner
- Metal-Look Gear Shifter Material
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
- Vinyl Door Trim Insert
- Cloth Bench Seat
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Mini Overhead Console and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Pickup Cargo Box Lights
- Global Telematics Box Module (TBM)
- Integrated Voice Command w/Bluetooth
- For Details, Visit [DriveUconnect.com](https://drive.uconnect.com)
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 1st Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

Interior

- Driver Information Center
- Outside Temp Gauge
- Analog Appearance
- Redundant Digital Speedometer
- Trip Computer
- Seats w/Cloth Back Material
- Front Center Armrest w/Storage and Rear Center Armrest
- 4 Way Front Headrests
- Sentry Key Immobilizer
- Air Filtration
- 1 12V DC Power Outlet

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- SiriusXM Guardian Emergency Sos
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.



Vehicle: [Fleet] 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20250. Data Updated: Aug 21, 2023 6:40:00 PM PDT.

Factory Options for Vehicle: 2024 Ram 1500 (DT6H91) Big Horn 4x4 Crew Cab 6'4" Box

Code	Description	MSRP	% Discount	Discount	Price
PLEASE SEE GARBER'S LIGHTS AND UPGITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!					
DMH	3.92 Rear Axle Ratio	\$195	2.00%	\$4	\$191
WRD	Wheels: 20" x 9" Aluminum Chrome Clad	\$1,595	2.00%	\$32	\$1,563

ALL UPGITS

T9X8	Diesel Gray/Black, Deluxe Cloth Bucket Seats -inc: Power 8-Way Driver Seat, Bucket Seats, Manual Adjust 4-Way Front Passenger Seat, Full Length Floor Console, Rear Center Armrest, Power 2-Way Driver Lumbar Adjust	\$595	2.00%	\$12	\$583
T9X9	Black, Deluxe Cloth Bucket Seats -inc: Power 8-Way Driver Seat, Bucket Seats, Manual Adjust 4-Way Front Passenger Seat, Full Length Floor Console, Rear Center Armrest, Power 2-Way Driver Lumbar Adjust	\$595	2.00%	\$12	\$583

TAG2	Big Horn Level 1 Equipment Group -inc: Google Android Auto, SiriusXM Radio Service, Bluetooth Handsfree Phone & Audio, USB Host Flip, Rear Window Defroster, Rear View Auto Dim Mirror, For More Info, Call 800-643-2112, Rear Power Sliding Window, Rear Dome w/On/Off Switch Lamp, Front Fog Lamps, Connectivity - US/Canada, Glove Box Lamp, 4G LTE Wi-Fi Hot Spot, Auto Dim Exterior Driver Mirror, Heated Front Seats, Radio: Uconnect 5 W w/8.4" Display, Heated Steering Wheel, Class IV Receiver Hitch, Black Premium Power Mirrors, Apple CarPlay, Big Horn IP Badge, SiriusXM Satellite Radio, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Passenger Sun Visor w/Illuminated Mirror, Power-Folding Mirrors, 2nd Row In Floor Storage Bins	\$1,995	2.00%	\$40	\$1,955
------	--	---------	-------	------	---------

Big Horn Level B Equipment Group

A73	-inc: Rear Window Defroster, ParkSense Front/Rear Park Assist w/Stop, Rear View Auto Dim Mirror, Power Adjustable Pedals, Rear Power Sliding Window, Rear Dome w/On/Off Switch Lamp, Front Fog Lamps, Glove Box Lamp, Media Hub w/2 Charge Only USBs, Power 8-Way Driver Seat, Auto Dim Exterior Driver Mirror, Heated Front Seats, Heated Steering Wheel, Class IV Receiver Hitch, Security Alarm, Black Premium Power Mirrors, Big Horn IP Badge, Remote Start System, 400W Inverter, 9 Amplified Speakers w/Subwoofer, Radio: Uconnect 5 Nav w/12.0" Display, Google Android Auto, SiriusXM Radio Service, USB Host Flip, HD Radio, For More Info, Call 800-643-2112, Connectivity - US/Canada, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, All Radio Equipped Vehicles, Connected Travel & Traffic Services, All R1 High Radios, Apple CarPlay, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Air Conditioning ATC w/Dual Zone Control, 115V Auxiliary Power Outlet, Cluster 7.0" TFT Color Display, Universal Garage Door Opener, Power-Folding Mirrors, 2nd Row In Floor Storage Bins, Sun Visors w/Illuminated Vanity Mirrors, LED Footwell Lighting, Power 2-Way Driver Lumbar Adjust	\$3,845	2.00%	\$77	\$3,768
-----	---	---------	-------	------	---------

AD6	Premium Lighting Group -inc: Front LED Fog Lamps, LED Reflector Headlamps, LED Taillamps	\$995	2.00%	\$20	\$975
-----	---	-------	-------	------	-------

ADB	Protection Group -inc: Transfer Case Skid Plate, Steering Gear Skid Plate, Front Suspension Skid Plate, Fuel Tank Skid Plate, Tow Hooks	\$395	2.00%	\$8	\$387
-----	--	-------	-------	-----	-------

ADG	Technology Group -inc: Head Up Display, LED CHMSL Lamp, Digital Rearview Mirror	\$1,095	2.00%	\$22	\$1,073
-----	--	---------	-------	------	---------

AEF	Sport Appearance Package -inc: Exterior Mirrors w/Supplemental Signals, Body Color Premium Power Mirrors, Sport Decal, Body Color Door Handles, Exterior Mirrors Courtesy Lamps, Auto Dim Exterior Driver Mirror, Body Color Exterior Mirrors, Grille Surround 1 Body Color Texture 2 Black, Black Interior Accents, Power-Folding Mirrors, Body Color Front Bumper, Body Color Rear Bumper w/Step Pads	\$1,405	2.00%	\$28	\$1,377
-----	--	---------	-------	------	---------

Trailer Tow Group (w/o A62,A73-inc: 4G LTE Wi-Fi Hot Spot, Apple CarPlay, Bluetooth Handsfree Phone & Audio, Class IV Receiver Hitch, Connectivity - US/Canada, Exterior Mirrors w/Supplemental Signals, Exterior Mirrors Courtesy Lamps, Google Android Auto, SiriusXM Satellite Radio, For More Info, Call 800-643-2112, SiriusXM Radio Service, USB Host Flip)

AWH	-inc: Trailer Reverse Steering Control, Trailer Tire Pressure Monitoring System, Trailer Light Check, Trailer Brake Control, Black Trailer Tow Power Mirrors	\$2,240	2.00%	\$45	\$2,195
AU1	Level 1 Safety Group -inc: Advanced Brake Assist, Pedestrian Emergency Braking, Full Speed Forward Collision Warning Plus, Lane Keep Assist	\$795	2.00%	\$16	\$779

Bed Utility Group

ANT	-inc: MOPAR Spray In Bedliner, MOPAR 4 Adjustable Cargo Tie-Down Hooks, Pick-Up Box Lighting, MOPAR Deployable Bed Step	\$945	2.00%	\$19	\$926
-----	---	-------	-------	------	-------

Off Road Group

AWL	-inc: Off Road Decals, Steering Gear Skid Plate, Front Suspension Skid Plate, Raised Ride Height, Front Extra HD Shock Absorbers, Rear Extra HD Shock Absorbers, Full Size Spare Tire, Tow Hooks, E-Locker Rear Axle, Transfer Case Skid Plate, Fuel Tank Skid Plate, Selection Speed (TM) Control	\$1,245	2.00%	\$25	\$1,220
DSA	Anti-Spin Differential Rear Axle	\$495	2.00%	\$10	\$485
DSH	E-Locker Rear Axle	\$570	2.00%	\$11	\$559
NFF	33 Gallon Fuel Tank	\$445	2.00%	\$9	\$436
XHC	Trailer Brake Control	\$295	2.00%	\$6	\$289
LPL	Pick-Up Box Lighting	\$195	2.00%	\$4	\$191
MDA	Front License Plate Bracket	\$0	2.00%	\$0	\$0
MRU	MOPAR Black Tubular Side Steps	\$695	2.00%	\$14	\$681
MWH	Rear Wheelhouse Liners	\$220	2.00%	\$4	\$216
XFQ	MOPAR Trailer Camera Wiring w/No Camera	\$590	2.00%	\$12	\$578
XPG	MOPAR Paint Protection Film	\$765	2.00%	\$15	\$750
XWX	Ram Tow Assist Kit	\$195	2.00%	\$4	\$191

Radio: Uconnect 5 Nav w/8.4" Display

-inc: Google Android Auto, SiriusXM Radio Service, USB Host Flip, HD Radio, For More Info, Call 800-643-2112, Connectivity - US/Canada, Air Conditioning ATC w/Dual Zone Control, GPS Navigation, 4G LTE Wi-Fi Hot Spot, SiriusXM w/360L, All Radio Equipped Vehicles,

Connected Travel & Traffic Services, All R1 High Radios, Apple CarPlay

Tri-Fold Tonneau Cover

-inc: Pick-Up Box Lighting

Rear Underseat Compartment Storage

115V Auxiliary Power Outlet (w/o A73-inc: 400W Inverter)

Blind Spot & Cross Path Detection

-inc: LED Taillamps

Remote Start System

ParkSense Front/Rear Park Assist w/Stop

All Factory Options Not Listed will be at 2% Discount from MSRP

JUBL \$815 2.00% \$16 \$799

ES7 \$695 2.00% \$14 \$681

EU6 \$125 2.00% \$3 \$123

KV \$255 2.00% \$5 \$250

XAN \$595 2.00% \$12 \$583

XBM \$245 2.00% \$5 \$240

XH4 \$495 2.00% \$10 \$485



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

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

Town Council
Steve Breitreuz, *Mayor*
Jim Allbritton, *Vice Mayor*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, Esq., *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 Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Town 2024 Holiday Schedule

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

The Town Council desires to establish an official 2024 holiday schedule for the Town of Southwest Ranches. The Town's administrative offices shall be closed in observance of the holidays delineated herein.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO_2024 Town Holiday Schedule - TA Approved	11/8/2023	Resolution

This page
intentionally left blank

RESOLUTION NO. 2024 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish an official 2024 holiday schedule for the Town of Southwest Ranches; and

WHEREAS, the Town’s administrative offices shall be closed in observance of the holidays delineated below.

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

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

Section 2: The Town Council hereby approves the following official holiday schedule for the Town of Southwest Ranches for calendar year 2024.

Schedule:

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	1 st	New Year’s Day	Monday
January	15 th	Martin Luther King, Jr. Day	Monday
February	19 th	President’s Day	Monday
May	27 th	Memorial Day	Monday
June	19 th	Juneteenth Day	Wednesday
July	4 th	Independence Day	Thursday
September	2 nd	Labor Day	Monday
November	11 th	Veteran’s Day	Monday
November	28 th	Thanksgiving	Thursday
November	29 th	Day After Thanksgiving	Friday
December	24 th	Christmas Eve	Tuesday
December	25 th	Christmas Day	Wednesday
December	31 st	New Year’s Eve	Tuesday

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

Ranches, Florida, this 16th day of November 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 M. Poliakoff, J.D., Town Attorney
1001.2398.01



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

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

Town Council
Steve Breitkreuz, Mayor
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., 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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 11/16/2023
SUBJECT: Town Council 2024 Meeting Schedule

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year.

In an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month.

The Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Reso_2024 Council Meeting Schedule - TA Approved	11/8/2023	Resolution

RESOLUTION NO. 2024 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year; and

WHEREAS, in an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month; and

WHEREAS, the Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

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

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

Section 2: The Town Council hereby approves the meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2024.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates, as may be necessary. In addition, additional meetings may be added without amendment to this Resolution provided that proper notice is given.

Section 4: Nothing stated herein shall be interpreted to prevent special meetings or additional meetings to be called in accordance with the Town's Charter.

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

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

Ranches, Florida, this 16th day of November, 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 M. Poliakoff, J.D., Town Attorney

1001.2400.01

Exhibit A

2024 Town Council Proposed Meeting Schedule

Regular Town Council Meetings are attempted to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month. However, September meetings reflect tentative changes needed to accommodate state law pertaining to budget adoption which may require further change. Meetings may be canceled by the Town Council if there is no imminent business to discuss.

JANUARY	25
FEBRUARY	8, 22
MARCH	14, 28
APRIL	11, 25
MAY	9, 23
JUNE	13, 27
JULY	11, 25
AUGUST	8, 22
SEPTEMBER	12, 26 (Tentative)
OCTOBER	10, 24
NOVEMBER	21
DECEMBER	12

This page
intentionally left blank



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, Esq., 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: Debra M. Ruesga, Deputy Town Clerk
DATE: 11/16/2023
SUBJECT: Town Administrator Agreement - Russell Muñiz

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On September 14, 2023, pursuant to Resolution 2023-079 the Town selected Russell Muñiz for the position of Town Administrator in anticipation of the impending retirement of current Town Administrator Andrew Berns.

The Town Council is desirous of entering into the agreement, attached hereto as Exhibit A as presented, with Russell Muñiz for Town Administrator services.

Fiscal Impact/Analysis

Yes. 001-1400-512-12100 Regular Salaries & Wages Account.

Staff Contact:

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
RESO - Town Administrator Agreement - Russell Muniz - TA Approved	11/8/2023	Resolution
Russell Muniz Town Administrator Agreement - Final Draft - TA Approved	11/8/2023	Agreement

RESOLUTION NO. 2024 -XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 14, 2023, pursuant to Resolution 2023-079 the Town selected Russell Muñiz for the position of Town Administrator in anticipation of the impending retirement of current Town Administrator Andrew Berns; and

WHEREAS, the Town Council is desirous of entering into the agreement, as presented, with Russell Muñiz for Town Administrator services.

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

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

Section 2: The Town Council hereby approves the selection of Russell Muñiz for the position of Town Administrator.

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

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

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

Ranches, Florida, this 16th day of November, 2023, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Deputy Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.2401.01

AGREEMENT
BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
RUSSELL MUÑIZ

This AGREEMENT (the “Agreement”) entered into this 16th day of November 2023, between the TOWN OF SOUTHWEST RANCHES, a Florida municipal corporation created and existing under the laws of the State of Florida, (the “Town”), and Russell Muñiz, an individual (“Town Administrator”).

WHEREAS, the Town’s Charter provides for the Council-Administrator form of government; and

WHEREAS, the office of the Town Administrator has the responsibility to supervise the administrative activity of the Town and to provide for the coordination of such activities; and

WHEREAS, The Town desires to employ the services of Russell Muñiz as Town Administrator of the Town of Southwest Ranches, to fulfill the responsibilities of the office as specified in the Town Charter; and

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

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

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

1) Employment.

Town hereby agrees to employ Russell Muñiz as Town Administrator of the Town of Southwest Ranches to perform the duties specified in the Charter of the Town of Southwest Ranches (the “Charter”), as may be amended from time to time, and those Specified Services described in Exhibit “A”, and to perform other legally permissible and proper duties and functions as the Council shall assign from time to time, including but not limited to those duties customarily performed by municipal Town Administrators in the state of Florida. The Town Administrator shall devote his full-time professional employment to the Town of Southwest Ranches and will not accept any outside employment without the express knowledge and consent of the Town Council (the “Council”), which must be obtained at a public meeting as an agenda item. The Town Administrator shall perform his duties under this Agreement, in accordance with the standards and duties as set forth in the Charter, as may be amended from time to time, and in conformity with

the State of Florida Code of Ethics, as may be amended from time to time, and in conformity with the International City Manager Association's ("ICMA") Code of Ethics, as may be amended from time to time.

2) Term.

A) Town Administrator shall serve as Town Administrator commencing on December 15, 2023 (the "Effective Date") for an indefinite term.

B) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Town Administrator at any time, subject to the provisions set forth in Section 6 of this Agreement.

C) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Town Administrator to resign at any time from his position, subject only to the provisions set forth in Section 7 of this Agreement.

3) Salary.

Town agrees to pay Town Administrator for his services rendered hereto based on an initial annual salary of One Hundred and Ninety Five Thousand Dollars (\$195,000.00), payable in accordance with the Town's employee regular payment schedule. Town may, at its own option, increase the base salary and/or benefits of the Town Administrator in such amounts and to such extent as the Council may determine that is desirable to do so based upon the Town Administrator's Annual Performance Review, set forth in Section 18 of this Agreement, upon a super majority vote of the Town Council. In addition to reviewing the Town Administrator's performance, the Council may also consider adjustments to the Administrator's salary based on the cost of living index by a simple majority vote of the Town Council. In the event the Town Council chooses to reduce Administrator's salary below the starting salary level, and in the event Administrator does not agree to such reduction, said reduction shall be considered a termination by the Town as specified in Section 6(A) below.

4) Benefits.

Town shall provide Town Administrator all the same benefits provided by the Town to Town employees/Charter Officers .

5) Automotive Reimbursements.

Town Administrator will be utilizing his personal automobile in the course of his performance of business of the Town. As such, Town agrees to reimburse Town Administrator for mileage incurred for approved travel associated with Town business that takes the Town Administrator outside of Broward, Miami-Dade and Palm Beach Counties. The Town shall also reimburse Town Administrator for any tolls associated with such trip. Town Administrator, at his sole cost and expense, shall maintain a policy of insurance on his automobile in accordance with the Town's Financial Administrator's requirements.

6) Termination and Severance Benefit.

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

1. If the Town Administrator is terminated without cause within the first six (6) months of employment, the Town Administrator shall receive a Severance Benefit equal to five (5) weeks of the Town Administrator’s salary, to be paid within ten (10) business days.
2. If the Town Administrator is terminated without cause after the first six (6) months of employment, the Town Administrator shall receive a Severance Benefit equal to ten (10) weeks of the Town Administrator’s then current salary plus any accrued paid time off days based on the Town Administrator’s then current salary to be calculated as a per diem basis, to be paid within ten (10) business days of termination.

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

1. Having been convicted of a felony;
2. Misconduct;
3. Gross insubordination;
4. Willful neglect of duty;
5. Adjudicated violation of the Florida Code of Ethics for Public Officers and employees, or the Town Charter;
6. Willful breach of a term of this Agreement;
7. Town Administrator has been found to have violated the Town’s Procurement Code, Employment Manual, and/or the Town’s Charter; and
8. Town Administrator has been found to have violated Section 3.08 of the Town’s Charter and Section 2-203(d) of the Town’s Code of Ordinances, which requires Town Administrator to obtain the Mayor and Town Attorney’s signature on any purchase order or agreement with a cumulative amount within a fiscal year in excess of Twenty Five Thousand Dollars (\$25,000.00).
9. Aside from a violation of numbers one (1) and five (5) above, Town Administrator cannot be terminated for cause within ninety (90) days of a municipal Council election. If terminated without cause within ninety (90) days of a municipal Council election, Town Administrator shall receive an additional five (5) week Severance Benefit.

7) Resignation.

Unless both parties agree in writing to the contrary, with the exception of resignation for sudden illness of Administrator or his immediate family, Administrator shall provide the Town with a minimum of ninety (90) days written notice of resignation. Upon receipt of any such resignation, the Town may immediately terminate Administrator's services and shall not be required to pay any Severance Benefit or any accrued paid time off. In the event of resignation, with the exception of final payment of Administrator's salary, Administrator shall immediately forgo any additional benefit stated herein. In the event Administrator fails to give the Town the required notice delineated above, Administrator agrees that the Town will be damaged, and such damages may be computed by a court of competent jurisdiction.

8) Disability.

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

9) Professional Development.

A. Subject to the availability of funds, the Town agrees to pay the registration and travel expenses of the Administrator for appropriate professional and official travel, meetings, and occasions adequate to continue the professional development of the Administrator, and to adequately pursue necessary official and other functions of the Town. The Town agrees to pay for registration and travel expenses for Administrator's attendance at appropriate annual meetings, including but not limited to, the Florida League of Cities, the annual ICMA conference, the annual Florida City Managers Conference ("FCCMA"), the Broward County City Manager's Association ("BCCMA") Meetings/Trainings, and Broward Days. All such professional development expenses shall be subject to prior Council approval in the Town's budget.

B. The Town agrees to provide in the annual budget and to pay for appropriate annual dues for professional association memberships directly related to the administration of the Town including the ICMA, FCCMA and BCCMA.

10) Annual Paid Time Off.

Commencing January 1, 2024, Town Administrator may take twenty-five (25) annual paid time off days per calendar year. Annual paid time off shall be calculated and awarded commencing on January 1 each year and terminating on December 31. The Town shall compensate Town Administrator for all accrued annual paid time off days not utilized at the end of the calendar year by January 30th of the following calendar year based upon the per diem rate of the Town Administrator's then current salary. Alternatively, and subject to the Town Council's approval, a maximum of five (5) annual paid time off days may be carried over by the Town Administrator to the next calendar year. Annual paid time off shall include sick, personal, and vacation days. Any days missed in excess of the annual paid time off days specified herein may be taken without compensation, subject to the approval of the Town Council. Town Administrator agrees to give the Town reasonable notice prior to any planned vacations.

11) General Expenses.

A. Town recognizes that certain expenses of a non-personal and job related nature are incurred by the Town Administrator, and hereby agrees to reimburse the Town Administrator for said general expenses upon receipt of a duly executed expense voucher or receipt, which must be approved in writing by the Town's Mayor or depending on the amount the Town Council, in accordance with the procedures set forth in the Town's Procurement Code and the Town's budgetary requirements, prior to the expense being incurred. Any expense incurred that has failed to comply with the requirements set forth herein shall be at the Town Administrator's sole cost and expense. In the event that an expense is approved by the Town's Mayor, copies of all reimbursable expense vouchers shall be provided to the Town Council within five (5) business days of the Mayor's approval if requested.

12) Telecommunications/Technical Equipment and Staff.

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

13) Survivors' Benefits.

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

14) Benefit Participation.

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

15) Indemnification.

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

16 Surety Bond/Insurance.

In furtherance of Section 3.05 of the Town’s Charter, the Town Administrator shall furnish a surety bond or surety insurance for approval of the Town Council, in such amount as is determined by the Council. The premium of the bond shall be paid by the Town.

17) Monthly Reports.

Commencing January 2, 2024 and continuing monthly thereafter, by the last day of each month the Town Administrator shall provide the Council, the Town Financial Administrator, the Town Clerk, and the Town Attorney with a monthly report in a format approved by the Town Council. Said monthly report shall provide, but shall not be limited to a budget summary (as provided by the Financial Administrator), capital projects summary, personnel issues, and other matters that the Town Administrator deems necessary and proper in any given month.

18) Annual Performance Review.

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

B. During the December Meeting of each calendar year, Town Administrator shall place on an agenda an item in which the Council and the Town Administrator shall define generally attainable goals and performance objectives that they determine necessary for the proper operation of the Town of Southwest Ranches and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced by the Town Administrator to writing within sixty (60) days.

19) Hours of Operation.

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

20) Town Holidays.

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

21) Ownership Rights.

Town Administrator agrees that all documents, programs, work product and documentation (hereinafter referred to as “Documentation”) prepared by Town Administrator pursuant to this

Agreement shall be the property of the Town, and Town Administrator hereby assigns all of that Documentation to the Town.

22) Nondiscrimination & Public Entity Crime Act.

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

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

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

23) Entire Agreement.

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

24) Construction.

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

25) Further Assurances.

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

26 Counterparts.

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

27) 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.

28) Severability.

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

29) Professional Assurances.

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

30) Notice.

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

For TOWN:

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

With a copy to:

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

For Town Administrator:

Russell Muñiz
Address to Be Kept on File

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

31) Resolution of Disputes.

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

32) Applicable Law & Venue; Waiver of Jury Trial.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement

and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

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

33) Enforcement; Attorney's Fees.

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

34) Compliance with Laws.

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

35) Miscellaneous.

A. Materiality and Waiver of Breach: Town Administrator and Town agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

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

B. Town Administrator warrants and represents that he has not employed or retained any company or person, to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

C. Town Administrator warrants and represents that aside from the employment referenced in Section 1 above, by December 15, 2023, Town Administrator's sole employer shall be the Town of Southwest Ranches. Town Administrator further warrants and represents that he will disclose any conflict of interest, perceived or otherwise, with any current or future vendor or employee that may be hired by the Town.

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

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

F. Truth-in-Negotiation Certificate. Signature of this Agreement by Town Administrator shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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

TOWN OF SOUTHWEST RANCHES

Town Administrator

Steve Breitzkreuz, Mayor

Russell Muñiz

Approved as to form
Keith M. Poliakoff, Town Attorney
1001.2403.01

This page
intentionally left blank

EXHIBIT “A”

Specified Services

Administration

- Attend all regular and special Town meetings
- Attend all meetings requested by Council
- Attend other meetings for the betterment of Town
- Attend meetings to obtain information beneficial for Town
- Provide analysis of recommended policies and actions
- Provide administrative policies and procedures
- Manage Town services efficiently and effectively
- Manage and administer all contracts approved by the Town
- Manage and acquire grants
- Manage all Town policies, ordinances and resolutions

Work in Conjunction with Town Attorney Concerning the Following:

- Keep the Town Attorney informed as to all matters that warrant legal input or exposes the Town to potential liability
- Obtain Town Attorney’s signature on all contracts
- Copy Town Attorney on all correspondences with any governmental entity or on correspondences pertaining to legal issues
- Provide Town Attorney with drafts of all procurements for approval prior to publication

Work in Conjunction with the Town’s Financial Administrator to Prepare the Following:

- Prepare annual and manage budget and 5-year capital program
- Prepare all necessary annual financial statements
- Prepare annual State CAFR reports
- Provide all financial and accounting activities
- Provide monthly financial report
- Provide financial advisory services
- Provide for collection of revenue due
- Manage and implement bond issues
- Manage investments of resources
- Manage risk management program

Purchasing

- Provide all purchasing and acquisition activities
- Provide negotiated agreements for services
- Provide procurement policies and procedures
- Prepare various types of purchasing methods, such as, RFP’s, RLI’s, RFQ’s and bids
- Manage and assist in evaluation and selection of vendors

Communication

- Maintain high level of communication and input to Council
- Maintain open and accessible relationship with residents
- Maintain, update and upgrade website, newsletter and other communications
- Manage progressive computer system
- Create excellent local and state relationships



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 11/16/2023
SUBJECT: FY 2022-2023 Year-End Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 2022-2023 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

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

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Towns five funds

(General, Transportation, Capital Projects, Debt Service, or Solid Waste) had regular expenditures that exceeded their adopted current budget which would result in a violation of State Statutes. However, a few of the individual General Fund Departments did exceed their total approved budgets. For each of those individual areas, the Town, in accordance with its Charter, needs to adjust their impacted budgets. Adoption of the attached resolution including Exhibit A “cleans up” the FY 2022-2023 budget for overall Town Charter compliance.

Fiscal Impact/Analysis

Three of the five Town funds (Transportation, Debt Service, and Capital Projects) need no revision as no allocation centers (Departments or line-item) exceeded budget. The only funds which need to be addressed are the General Fund and the Solid Waste fund.

Within the General Fund, two departments require a budgeted line-item adjustment to “true-up” between offsetting revenue and expenditure accounts. The impacted departments are: 1) Legislative, and 2) Building - Permitting Services. **Therefore, this resolution increases the total current budget of the General Fund and for Fiscal Year 2022-2023 by \$584,000.**

The Solid Waste fund requires a budgeted line-item adjustment to true-up between offsetting revenue attributable to resident’s additional trash carts and its expenditure account. **Therefore, this resolution also increases the total current budget of the Solid Waste Fund for Fiscal Year 2022-2023 by \$24,155.**

It’s important to note that we were able to maximize the Town’s interest earning from a budgeted amount of \$16,512 to an actual earned amount of \$620,284.

Staff Contact:

Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
FYE 2023 Budget Adjustment Resolution - TA Approved	11/13/2023	Resolution
Exhibit A - FY23 Budget Adjustment	11/9/2023	Exhibit
Ordinance No. 2022-014 Adopted FY2022-2023 Budget	11/15/2023	Backup Material

RESOLUTION NO. 2023 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2022, pursuant to Ordinance No. 2022-014, the Town Council approved and adopted the fiscal year 2022-2023 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year (FY) 2022-2023 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the FY2022-2023 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the FY2022-2023 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current FY2022-2023 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for FY2022-2023 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2022-2023.

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

Ranches, Florida, this 16th day of November, 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 M. Poliakoff, J.D., Town Attorney
1001.2410.01

EXHIBIT A

**TOWN OF SOUTHWEST RANCHES
Fiscal Year End 2022 / 2023 BUDGET ADJUSTMENTS
GENERAL FUND**

General Fund Revenue	FY 22/23 Current Budget	Budget Change-Increase/ (Decrease)	FY 22/23 Revised Current Budget	Explanation
Building - Permitting Fees	1,135,886	939,391	2,075,277	Town permitting/inspection fees much higher than anticipated
Contrib/Donations-Educ/Scholarships	32,100	13,432	45,532	Higher SEAB contributions received than budgeted
Deposit payable	59,341	24,155	83,496	Residents additional trash carts payment
Appropriated Fund Balance	848,460	(368,823)	479,637	Reduction in anticipated utilization of GF Fund Balance
		\$608,155		Total increase to budgeted revenues (net)
General Fund Department	FY 22/23 Current Budget	Budget Change-Increase/ (Decrease)	FY 22/23 Revised Current Budget	Explanation
Legislative	163,537	14,000	177,537	Increased aid available for Scholarships (see above GF Educ/Scholarship revenues)
Building - Permitting Services	1,150,000	570,000	1,720,000	Building permit processing costs offset by increased revenues per above
Solid Waste Other Current Charges	0.00	24,155	24,155	Residents additional trash carts charges
		\$608,155		Total increase to budgeted expenditures (net)

**This page
intentionally left blank**

ORDINANCE NO. 2022-014

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2022-2023, COMMENCING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches is a municipality located in Broward County, Florida; and

WHEREAS, a public hearing was held on the tentative millage and budget on Monday, September 12, 2022, at 6:00 P.M.; and

WHEREAS, a Public Hearing on the Town of Southwest Ranches' final budget for Fiscal Year 2022-2023 was held at 6:00 P.M. on Thursday, September 22, 2022, at the Southwest Ranches Council Chambers, 13400 Griffin Road, Southwest Ranches, Florida, 33330; and

WHEREAS, the amount available from taxation and other revenues equals the total appropriations for expenditures and fund balance/reserves.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA THAT THE FOLLOWING ORDINANCE IS CREATED IN ACCORDANCE WITH THE TOWN CHARTER:

Section 1: Budget Adoptions. The Town of Southwest Ranches budget for Fiscal Year 2022-2023, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," is hereby approved and adopted and shall become effective at the beginning of the 2022-2023 Fiscal Year, and the Town's funds may be expended commencing October 1, 2022, and ending September 30, 2023.

Section 2: Budget Basis. The proposed expenditures in the budget are as shown in the budget and by reference made a part hereof. The budget is based upon the gross taxable value of real and personal property of \$1,920,612,934.

Section 3: Expenditure of Funds. No funds of the Town shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes, or other indebtedness duly authorized by the Council and only from such funds so authorized.

Section 4: Carryover of Funds. Funds of the Town’s current Fiscal Year 2021-2022 adopted budget as well as budget amendments pursuant to subsequent resolutions as indicated in Section 5 of this Ordinance not expended during Fiscal Year 2021-2022 may be used and expended during subsequent fiscal years.

Section 5: Amendments. The Town of Southwest Ranches budget for the Fiscal Year 2022-2023, may be amended, if required, by a Resolution of the Town Council.

Section 6: Notice. The Town Clerk or designee is directed to forward certified copies of this Ordinance to the Broward County Property Appraiser, the Broward County Revenue Collector and the Florida Department of Revenue.

Section 7: 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 8: Conflict. That all Sections or parts of Sections of the Code of Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolution, in conflict are hereby repealed to the extent of such conflict.

Section 9: Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this 12nd day of September, 2022 on a motion made by Vice Mayor Jablonski and seconded by Council Member Allbritton.

PASSED AND ADOPTED ON SECOND READING this 22nd day of September, 2022, on a motion made by Vice Mayor Jablonski and seconded by Council Member Hartmann.

Breitkreuz	<u>Yes</u>	Ayes	<u>5</u>
Jablonski	<u>Yes</u>	Nays	<u>0</u>
Allbritton	<u>Yes</u>	Absent	<u>0</u>
Hartmann	<u>Yes</u>		
Kuczenski	<u>Yes</u>		

[Signatures on Following Page]


Steve Breitkreuz, Mayor

ATTEST:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

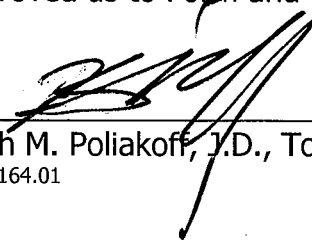

Keith M. Poliakoff, J.D., Town Attorney
1001.164.01

EXHIBIT A

BUDGET SUMMARY

Town of Southwest Ranches, Florida - Fiscal Year 2022 - 2023

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF SOUTHWEST RANCHES ARE 26.2% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES

	General Fund	CAPITAL PROJECTS FUND	TRANSPORTATION FUND	VOLUNTEER FIRE FUND	DEBT SERVICE FUND	SOLID WASTE FUND	TOTAL ALL FUNDS
ESTIMATED REVENUES:							
TAXES:							
Millage per \$1,000							
Ad Valorem Taxes	7,115,870	0	0	0	0	0	7,115,870
Ad Valorem Taxes	0	0	0	0	0	0	0
0.0000 (voted debt)							
Franchise/Utility Taxes	2,002,263	0	0	0	0	0	2,002,263
Sales & Use Taxes	635,600	0	0	0	0	0	635,600
Permits/Licenses/Inspections	1,738,087	0	0	0	0	0	1,738,087
Intergovernmental	3,601,550	180,000	2,525,791	0	0	0	6,307,341
Charges for Services	103,996	0	0	0	0	2,944,222	3,048,218
Fines & Forfeitures	224,130	0	0	0	0	0	224,130
Loan Proceeds	0	0	0	0	0	0	0
Special Fire Assessment	2,699,667	0	0	0	0	0	2,699,667
Miscellaneous Revenues	141,393	0	5,253	10,000	0	3,500	160,146
TOTAL SOURCES	18,262,556	180,000	2,531,044	10,000	0	2,947,722	23,931,322
Interfund Transfers - In	283,125	69,500	826,950	281,634	417,965	0	1,879,174
Fund Balance/Reserves/Net Assets	269,514	45,000	505,090	0	456,146	0	1,275,750
TOTAL REVENUES, TRANSFERS & BALANCES	18,815,195	294,500	3,863,084	291,634	874,111	2,947,722	27,086,246
EXPENDITURES/EXPENSES							
General Government	2,499,000	0	0	0	0	0	2,499,000
Law Enforcement	3,388,161	0	0	0	0	0	3,388,161
Fire Rescue Services	4,786,449	0	0	291,634	0	0	5,078,083
Community Services (Planning, Zoning & Engineering)	736,226	0	0	0	0	0	736,226
Physical Environment (Permits/Code/Roads/Solid Waste/TH)	1,405,020	180,000	3,863,084	0	0	2,664,597	8,112,701
Parks, Recreation and Open Space	544,424	114,500	0	0	0	0	658,924
ARPA - Intergovernmental	3,605,350	0	0	0	0	0	3,605,350
Debt Service	0	0	0	0	874,111	0	874,111
Contingency	254,516	0	0	0	0	0	254,516
TOTAL EXPENDITURES/EXPENSES	17,219,146	294,500	3,863,084	291,634	874,111	2,664,597	25,207,072
Interfund Transfers - Out	1,596,049	0	0	0	0	283,125	1,879,174
Fund Balance/Reserves/Net Assets	0	0	0	0	0	0	0
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	18,815,195	294,500	3,863,084	291,634	874,111	2,947,722	27,086,246

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE TOWN CLERK'S OFFICE (13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330-2628) AS A PUBLIC RECORD.