



Southwest Ranches Town Council

REGULAR MEETING Agenda of July 23, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Steve Breitreuz	Jim Allbritton	Russell C. Muniz, ICMA-CM	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Town Clerk</u>
Gary Jablonski	David S. Kuczenski, Esq.	<u>Administrator</u>	Debra M. Ruesga
		Emil C. Lopez, CPM	

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**

Presentations

3. **Representative Robin Bartleman – Legislative Appropriations and Property Tax Reform.**

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 - 1st Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING SECTION 085-080 OF THE UNIFIED LAND DEVELOPMENT CODE ("ULDC") ENTITLED, "STORMWATER MANAGEMENT"; AUTHORIZING THE TOWN TO ENFORCE VIOLATIONS OF DRAINAGE DISTRICT REGULATIONS AND REQUIREMENTS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. {Item withdrawn by staff}**

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE IX OF CHAPTER TWO OF THE CODE OF ORDINANCES RELATING TO PROCUREMENT; ADOPTING A MODERNIZED PROCUREMENT CODE; REVISING PROCUREMENT THRESHOLDS, PROCUREMENT METHODS, COMPETITIVE PROCUREMENT REQUIREMENTS, AND APPROVAL AUTHORITY; DISTINGUISHING LEGISLATIVE PROCUREMENT POLICY FROM ADMINISTRATIVE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN ADMINISTRATOR TO ADOPT AND MAINTAIN AN ADMINISTRATIVE PROCUREMENT PROCEDURES MANUAL CONSISTENT WITH THE PROCUREMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2027; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2026 FIRE ASSESSMENT REPORT; APPROVING PRELIMINARY NOT-TO-EXCEED FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2026-27; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION

OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

14. A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN OF SOUTHWEST RANCHES' STRATEGIC PLAN, INCLUDING THE TOWN'S VISION, MISSION, GOALS, AND STRATEGIC FOCUS AREAS FOR 2026-2031; AND PROVIDING FOR AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ESSENTIAL CONSTRUCTS, LLC FOR THE TOWN HALL AND COUNCIL CHAMBERS BALLISTIC GLASS PROJECT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00); AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ASSIGNMENT OF THE TOWN'S PRIMARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR AGREEMENT FOR EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES FROM BERGERON EMERGENCY SERVICES, INC. TO EDS HOLDCO, LLC D/B/A BERGERON EMERGENCY SERVICES; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR, AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING CHANGE ORDER #3 TO THE AGREEMENT WITH BRJ RESTORATION, LLC IN THE AMOUNT OF TWENTY THOUSAND FOUR HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$20,460.00) FOR THE CONSTRUCTION OF A MULTI-PURPOSE STORAGE UNIT LOCATED ON THE TOWN PROPERTY LOCATED AT 13400 GRIFFIN ROAD; AUTHORIZING THE TOWN ADMINISTRATOR TO ISSUE A NEW PURCHASE ORDER FOR THIS CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ON THE CLAY COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT COMPONENTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK PLAYGROUND FROM REP SERVICES, INC. / LANDSCAPE STRUCTURES, INC. IN

THE AMOUNT OF FIFTY-SIX THOUSAND, ONE HUNDRED THIRTY-SEVEN DOLLARS AND ONE CENT (\$56,137.01); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

- 19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE BID RECOMMENDATION FOR IFB 26-011 FROM PHI CONSTRUCTION, INC. FOR FABRICATION AND INSTALLATION OF FIVE (5) PARK ENTRANCEWAY SIGNS IN THE AMOUNT OF ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$118,925.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 20. Discussion - Revenue Bond Financing for TSDOR Program**

- 21. Discussion - Drainage District Enforcement Standards**

- 22. 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
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Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David S. Kuczenski, Esq., *Council Member*

Russell C. Muniz, ICMA-CM, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Jeff Katims, Town Planner
DATE: 7/23/2026
SUBJECT: Enforcement of Drainage District Standards

Recommendation

Strategic Priorities

Background

Fiscal Impact/Analysis

Jeff Katims

Staff Contact:

ITEM WITHDRAWN BY STAFF

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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Christina Semeraro, Procurement Officer
DATE: 7/23/2026
SUBJECT: Amending Procurement Code

Recommendation

Town Council consideration for a motion to approve the ordinance on first reading.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

This ordinance modernizes the Town's Procurement Code to reflect current procurement practices and establish a clearer distinction between procurement governance and administrative procedures. Over time, the Procurement Code has expanded beyond legislative policy to include operational elements that are more appropriately maintained outside of the Town Code. As the Town continues implementing new technology and administrative systems, those operational elements will naturally continue to evolve.

Accordingly, staff recommends restructuring the Procurement Code to focus on governance while relocating administrative procedures to an Administrative Procurement Procedures Manual maintained by the Town Administrator, as summarized below.

Procurement Code (Governance)	Administrative Procurement Procedures Manual (Operations)
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Procurement authority	Procedures
Procurement Code (Governance)	Administrative Procurement
Approval authority	Procedures Manual (Operations)
Procurement thresholds	Forms
Competition requirements	Internal controls
Ethics	Procurement technology
Protest procedures	Contract administration
Local preference	Grant administration
Cone of Silence	Operational guidance

This approach preserves the Town Council's role in establishing procurement policy while providing the flexibility to efficiently administer and continuously improve the Town's procurement program.

The proposed ordinance also modernizes the Town's procurement thresholds and approval authority, clarifies the methodology for applying procurement requirements, streamlines exemption provisions, preserves important procurement safeguards, and applies prospectively without affecting contracts or procurements lawfully awarded before its effective date.

Current Procurement Code	Proposed Procurement Code
Less than \$1,000: No quotations required. Department Director approval	Up to and including \$2,500: One documented quote. Department Director approval
\$1,000 to less than \$2,500: Two written or verbal quotes, to the extent practicable. Town Administrator approval	Greater than \$2,500 up to and including \$50,000: Three documented quotes, to the extent practicable. Town Administrator approval
\$2,500 to less than \$25,000: Three written quotes. Town Administrator approval	<i>(Consolidated into proposed Level 2)</i>
\$25,000 and greater: Formal competitive procurement. Town Council approval	Greater than \$50,000: Formal competitive procurement. Town Council approval

Note: For purposes of the proposed Procurement Code, procurement requirements and approval authority are based on the reasonably anticipated annual expenditure for a commodity or service during a single fiscal year.

Overall, the proposed modernization creates a more concise and flexible Procurement Code while preserving transparency, competition, accountability, and compliance with applicable law. These revisions will reduce unnecessary codified procedural complexity, improve the long-term administration of the Town's procurement program, and allow administrative procedures to evolve as technology, operational needs, and procurement best practices continue to change.

The proposed approach also reflects the Town's evolving procurement workload. During the current fiscal year, Procurement is projected to administer more than 120 purchase orders and approximately nine formal competitive solicitations within a single-person procurement division. Maintaining administrative procedures outside the Town Code will improve efficiency while preserving appropriate governance and oversight.

Fiscal Impact/Analysis

No Fiscal Impact

Staff Contact:

Russell Muniz, Town Administrator
Kathryn Sims, Deputy Town Administrator
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Form	7/15/2026	Backup Material
Ordinance First Reading - TA Approved	7/17/2026	Ordinance
Proposed Art IX Procurement Code	7/17/2026	Backup Material
Chart - Broward Municipalities	7/16/2026	Backup Material
Administrative Procurement Proc Manual - Sample	7/17/2026	Backup Material
Article IX Redlined	7/17/2026	Backup Material

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Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE IX OF CHAPTER TWO OF THE CODE OF ORDINANCES RELATING TO PROCUREMENT; ADOPTING A MODERNIZED PROCUREMENT CODE; REVISING PROCUREMENT THRESHOLDS, PROCUREMENT METHODS, COMPETITIVE PROCUREMENT REQUIREMENTS, AND APPROVAL AUTHORITY; DISTINGUISHING LEGISLATIVE PROCUREMENT POLICY FROM ADMINISTRATIVE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN ADMINISTRATOR TO ADOPT AND MAINTAIN AN ADMINISTRATIVE PROCUREMENT PROCEDURES MANUAL CONSISTENT WITH THE PROCUREMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The proposed ordinance relates to procurement; or
The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
 - ☐ Sections 190.005 and 190.046;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

ORDINANCE NO. 2026-

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE IX OF CHAPTER TWO OF THE CODE OF ORDINANCES RELATING TO PROCUREMENT; ADOPTING A MODERNIZED PROCUREMENT CODE; REVISING PROCUREMENT THRESHOLDS, PROCUREMENT METHODS, COMPETITIVE PROCUREMENT REQUIREMENTS, AND APPROVAL AUTHORITY; DISTINGUISHING LEGISLATIVE PROCUREMENT POLICY FROM ADMINISTRATIVE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN ADMINISTRATOR TO ADOPT AND MAINTAIN AN ADMINISTRATIVE PROCUREMENT PROCEDURES MANUAL CONSISTENT WITH THE PROCUREMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches adopted its original Procurement Code following incorporation and has periodically revised the Code to reflect changes in procurement practices, applicable law, and the operational needs of the Town; and

WHEREAS, the existing Procurement Code has, over time, incorporated legislative procurement policy together with administrative procedures, operational workflows, internal forms, and day-to-day procurement practices into a single codified document; and

WHEREAS, the Town Council finds that legislative procurement policy is more appropriately established through ordinance, while administrative procedures, operational practices, forms, workflows, internal controls, and technology-related processes are more effectively maintained through an Administrative Procurement Procedures Manual approved by the Town Administrator; and

WHEREAS, the Town Council recognizes that procurement requirements applicable to federally funded projects are primarily administrative in nature, are subject to change based upon federal regulations, grant conditions, and funding agency requirements, and are therefore more appropriately maintained within the Town's Administrative Procurement Procedures Manual and incorporated into individual solicitations and contracts, as applicable; and

WHEREAS, the Town Council further finds that separating procurement governance from administrative procedures improves clarity, enhances administrative efficiency, allows operational procedures to evolve with changing technology and best

practices, and reduces the need for frequent amendments to the Town Code for matters that are administrative in nature; and

WHEREAS, the Town Council further finds that revising the Town's procurement thresholds and approval authorities will reduce administrative burden, better align procurement practices with the Town's operational needs, and allow Town resources to be focused on procurements presenting the greatest fiscal or operational significance while preserving appropriate oversight and competition; and

WHEREAS, the revised Procurement Code further clarifies procurement authority, approval thresholds, and the evaluation of multi-year procurements to provide greater consistency in administration and alignment with the Town's annual budgeting process; and

WHEREAS, this modernization preserves the Town Council's legislative authority over procurement policy, ethics, competitive procurement requirements, approval authority, protests, and other governance matters while providing appropriate administrative flexibility for implementation by the Town Administrator; and

WHEREAS, the Town Council desires to modernize and streamline the Procurement Code by adopting a concise governance document that establishes procurement authority, ethical standards, competitive procurement requirements, approval authority, contract administration principles, and other legislative policies while authorizing administrative procedures to be maintained separately by the Town Administrator consistent with the Procurement Code; and

WHEREAS, the Town Council finds that adoption of the revised Procurement Code is in the best interests of the Town and promotes sound public procurement practices, transparency, accountability, operational efficiency, and responsible stewardship of public funds.

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

Section 1: Adoption of Procurement Code.

Article IX of Chapter 2 of the Code of Ordinances relating to Procurement is hereby repealed and replaced in its entirety with the Procurement Code attached hereto as **Exhibit "A,"** which is hereby adopted and incorporated as though fully set forth herein.

The Procurement Code adopted by this Ordinance shall constitute the legislative procurement policies governing procurement activities of the Town of Southwest Ranches.

Section 2: Administrative Procurement Procedures Manual.

The Town Administrator is authorized to adopt, amend, and maintain an Administrative Procurement Procedures Manual, together with administrative forms, templates, workflows, internal controls, standard operating procedures, guidance documents, and other administrative procurement materials necessary to implement and administer the Procurement Code.

Such administrative materials may be revised from time to time by the Town Administrator without further action of the Town Council, provided they remain consistent with the Procurement Code, the Town Charter, and applicable federal, state, and local law.

Section 3: Intent.

It is the intent of the Town Council that this Ordinance distinguish legislative procurement policy from administrative procurement procedures.

Accordingly:

- Legislative matters, including procurement authority, procurement thresholds, procurement methods, competitive procurement requirements, ethics, approval authority, protests, and other governance provisions shall be established by ordinance; and
- Administrative procedures, operational practices, internal controls, forms, workflows, electronic procurement processes, procurement technology, contract administration guidance, grant administration procedures, and similar implementation documents shall be maintained administratively by the Town Administrator.

Nothing contained within the Administrative Procurement Procedures Manual shall amend, supersede, or conflict with the Procurement Code, Town Charter, or applicable federal, state, or local law.

Section 4: Authorization for Electronic Procurement.

The Town Administrator is authorized to utilize electronic procurement systems, electronic bidding platforms, electronic signatures, electronic contract administration systems, and other electronic procurement technologies consistent with applicable Florida law.

Section 5: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7: Codification.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Southwest Ranches and that the sections of this Ordinance may be renumbered, relettered, or otherwise editorially revised to accomplish such intention.

Section 8: Effective Date.

This Ordinance shall become effective immediately upon adoption.

(Signatures on the Following Page)

PASSED ON FIRST READING this ____ day of _____, 2026 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.2026.077

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ARTICLE IX. PROCUREMENT CODE

Sec. 2-198. Short Title.

This Article shall be known and may be cited as the “Town of Southwest Ranches Procurement Code.”

Sec. 2-199. Purpose and Intent.

The purpose of this Article is to establish a fair, transparent, competitive, and efficient procurement system for the acquisition of commodities, contractual services, professional services, construction services, and other purchases necessary for Town operations.

All purchases shall serve a valid public purpose and shall be conducted in accordance with applicable federal, state, and local laws.

The Town Council hereby delegates administrative procurement authority to the Town Administrator as set forth herein.

Sec. 2-200. Procurement Authority.

(a) The Town Administrator shall administer and enforce this Article and shall have authority to establish administrative procurement procedures, forms, workflows, and internal controls consistent with this Article.

(b) The Town Administrator may designate a Town Procurement Officer (or equivalent) and other employees to administer procurement activities on behalf of the Town.

(c) All procurements shall be conducted through the Town Administrator, Town Procurement Officer, or their designee.

(d) No Town officer, employee, or department shall divide or subdivide purchases for the purpose of avoiding competitive procurement requirements or approval thresholds.

(e) Procurement requirements shall apply based on the reasonably anticipated cost of a commodity or service during a single fiscal year. Purchases shall not be artificially divided or structured for the purpose of avoiding applicable procurement requirements or approval thresholds.

Continued on following page

Sec. 2-201. Procurement Thresholds and Competition Requirements.

Purchases shall be made in accordance with the following thresholds:

A. Approval Thresholds**Table 1 – Procurement Approval Authority**

Procurement Value (Annual Expenditure or Project Value)	Procurement Process	Approval Authority
Level 1: Up to and including \$2,500	One documented quote	Department Director or Designee
Level 2: Greater than \$2,500 up to and including \$50,000	Three documented quotes, to the extent practicable	Town Administrator or Designee
Level 3: Greater than \$50,000	Formal Competitive Procurement, unless otherwise authorized by this Chapter	Town Council

(a) For one-time purchases and construction projects, the procurement value shall be defined as the total anticipated cost of the acquisition or project, including any reasonably anticipated options or contingencies.

(b) Amendments or modifications shall be approved in accordance with the approval authorities established by this Article.

Table 2 – Contract Authority (Multi-Year Agreements)

Multi-Year Agreement	Approval Authority
Annual expenditure does not exceed \$25,000 and total contract term (including renewal options) does not exceed three (3) years	Town Administrator or Designee
Annual expenditure exceeds \$25,000 or total contract term (including renewal options) exceeds three (3) years	Town Council

(a) Annual expenditure is defined as the anticipated compensation payable during any single contract year.

(b) Total contract term includes the initial contract term and all renewal options authorized in the original solicitation and contract.

(c) Renewal options may be exercised administratively provided the exercise of the renewal does not result in the agreement exceeding the approval authority established in Table 2.

(d) Amendments or modifications shall be approved in accordance with the approval authorities established by this Article.

(e) Renewal pricing adjustments expressly authorized in the original solicitation and contract shall not require additional approval solely because such adjustments cause the annual expenditure to exceed the applicable approval threshold.

B. Competition Requirements

(a) Quotes may be written, electronic, or otherwise documented in a manner acceptable to the Town. For individual purchases of less than \$1,000, a verbal quote may be obtained, provided the quoted price is documented as part of the purchasing or payment record.

(b) Formal Competitive Procurement methods may include, but are not limited to, Invitations for Bid (IFB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Requests for Letters of Interest (RLI), or other procurement methods authorized by the Town Administrator and consistent with Florida law. The procurement methods identified in this section are subject to the exemptions and alternative procurement methods authorized elsewhere in this Chapter.

(c) Professional services subject to the Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes, shall be procured in accordance with applicable law.

(d) The Town reserves the right to reject any or all responses, waive minor informalities or irregularities, cancel or reissue solicitations, or take any other action determined to be in the best interest of the Town and consistent with applicable law.

Sec. 2-202. Exemptions and Emergency Purchases.

(a) The Town Administrator may exempt purchases from competitive procurement requirements when authorized by applicable law or when determined to be in the best interest of the Town.

(b) Exempt purchases may include, but are not limited to:

1. Emergency purchases;
2. Sole source and other noncompetitive procurements supported by written justification;
3. Purchases made pursuant to competitively awarded governmental contracts, cooperative agreements, or other contracts lawfully available for use by the Town;
4. Purchases involving specialized, professional, artistic, educational, governmental, or unique services or commodities for which competitive procurement is determined to be impractical or not advantageous to the Town;

5. Purchases, renewals, maintenance agreements, subscriptions, upgrades, or related services associated with existing proprietary software, technology platforms, or systems when the Town Administrator determines that standardization, compatibility, interoperability, operational continuity, data integrity, cybersecurity, or migration costs make competitive procurement impractical or not in the best interest of the Town.

(c) Purchases exempted from competitive procurement requirements shall remain subject to the applicable approval authority requirements of this Article, including Town Council approval when required

(d) Emergency purchases may be authorized when an immediate threat exists to public health, safety, welfare, property, or the continuation of governmental operations.

(e) The Town Administrator shall document the basis for exempt or emergency procurements in accordance with administrative procedures.

(f) Administrative procurement procedures may further identify exempt purchase categories and related documentation requirements consistent with this Article.

Sec. 2-203. Contract Authority.

(a) Contracts and purchase orders shall be executed in the manner required by the Town Charter and applicable law.

(b) Town Council approval shall be required for contracts and procurements with a reasonably anticipated fiscal year cost exceeding \$50,000. Contracts and procurements at or below \$50,000 in a fiscal year may be approved administratively in accordance with this Article.

(c) The Town Administrator may execute contracts and purchase orders within the authority delegated by this Article.

(d) The Town Administrator may approve contract renewals and extensions when authorized by the original contract and determined to be in the best interest of the Town.

Sec. 2-204. Change Orders.

(a) The Town Administrator may approve change orders consistent with available budget authority and applicable law.

(b) Change orders equal to or greater than \$50,000 shall require Town Council approval, unless otherwise authorized or required by applicable law.

Sec. 2-205. Evaluation and Award.

(a) Contracts shall be awarded to the responsive and responsible vendor determined to be in the best interest of the Town.

(b) The Town may establish procurement-specific requirements within solicitation and contract documents. Failure to comply with applicable procurement requirements may result in rejection, disqualification, determination of non-responsiveness, or other action deemed appropriate by the Town.

(c) The Town may consider factors including qualifications, experience, price, past performance, schedule, and other criteria identified in the solicitation.

(d) Evaluation committees may be utilized when determined appropriate by the Town Administrator. The Town Procurement Officer shall serve as the facilitator of the evaluation committee. Evaluation committee members shall be appointed by the Town Administrator, shall consist of not fewer than three (3) individuals, and shall consist of Town employees. The Town Administrator may appoint outside subject matter experts possessing knowledge, experience, or expertise relevant to the procurement when determined beneficial to the Town. Elected officials shall not serve as members of evaluation committees or participate in committee deliberations or evaluations consistent with applicable law.

(e) The Town Administrator or Town Procurement Officer may conduct discussions, negotiations, requests for clarification, best and final offers, scope refinements, and related procurement activities when determined to be in the best interest of the Town and consistent with the solicitation and applicable law.

Sec. 2-206. Local Vendor Preference.

(a) Definitions.

(1) Local Southwest Ranches Vendor. A "Local Southwest Ranches Vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a solicitation, or whose principal owner has been a resident of the Town of Southwest Ranches for a minimum of six (6) months. The permanent place of business may not be a post office box. The business must also possess a valid Town of Southwest Ranches Certificate of Use for a minimum of six (6) months and a current Broward County business tax receipt.

(2) Local Broward County Vendor. A "Local Broward County Vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within Broward County for a minimum of six (6) months prior to the date of issuance of a solicitation. The permanent place of business may not be a post office box or residence. The business location must actively distribute goods or services from that location. The business must also possess a current business tax receipt from Broward County or the applicable Broward municipality and maintain an address recognized by the United States Postal Service as a Broward County address.

(b) Application of Local Vendor Preference. This section shall apply to all Level 2 and Level 3 procurements, including informal quotations and formal competitive procurements, unless the purchase is exempt from competitive procurement requirements pursuant to Section 2-202.

(1) Local Southwest Ranches Vendors shall receive a five percent (5%) evaluation preference for bid or quote evaluation purposes.

(2) If a Local Southwest Ranches Vendor submits a responsive bid or quote within five percent (5%) of the lowest responsive bid or quote submitted, the Local Southwest Ranches Vendor shall be provided the opportunity to submit a best and final offer that is at least one percent (1%) lower than the lowest responsive bid or quote received.

(3) Local Broward County Vendors shall receive a two and one-half percent (2.5%) evaluation preference for bid or quote evaluation purposes.

(4) If a Local Broward County Vendor submits a responsive bid or quote within two and one-half percent (2.5%) of the lowest responsive bid or quote submitted, the Local Broward County Vendor shall be provided the opportunity to submit a best and final offer that is at least one percent (1%) lower than the lowest responsive bid or quote received.

(5) If both a Local Southwest Ranches Vendor and a Local Broward County Vendor qualify for preference consideration within the same solicitation, the Local Southwest Ranches Vendor shall be provided the first opportunity to submit a best and final offer.

(6) If multiple Local Southwest Ranches Vendors qualify for preference consideration, all qualifying Local Southwest Ranches Vendors shall be invited to submit a best and final offer. If no Local Southwest Ranches Vendor submits a qualifying best and final offer, the process may then be repeated for qualifying Local Broward County Vendors.

(7) If no qualifying local vendor submits a best and final offer that is at least one percent (1%) lower than the lowest responsive bid or quote received, award shall be made to the lowest responsive and responsible bidder regardless of geographic location.

(8) If the lowest responsive and responsible bidder is already a Local Southwest Ranches Vendor, no additional preference process shall apply and award shall be made to that vendor.

Sec. 2-207. Cone of Silence.

(a) A Cone of Silence shall apply to all formal competitive procurements, including Invitations for Bid (IFB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Requests for Letters of Interest (RLI), and other formal competitive solicitations.

(b) During the Cone of Silence period, no bidder, proposer, respondent, consultant, lobbyist, or representative thereof shall communicate regarding the solicitation with any Town Council member, Town employee, evaluation committee member, or other person involved in the

evaluation, recommendation, or award process, except as expressly authorized by this Article or administrative procedures.

(c) The Cone of Silence shall commence upon advertisement of a solicitation and shall terminate at the start of the Council Meeting wherein award is on the agenda, rejection of all responses, cancellation of the solicitation, or other action ending the procurement process. If a solicitation is returned for further evaluation or consideration, the Cone of Silence shall be reimposed until further action is taken.

(d) Communications expressly authorized by the solicitation, public meetings, public presentations, pre-bid conferences, written inquiries and requests for clarification submitted through the designated Town representative in accordance with the solicitation, contract negotiations, and communications with the Town Attorney and Town Administrator shall not constitute violations of the Cone of Silence.

(e) Violations of the Cone of Silence may result in disqualification, rejection of a response, cancellation of an award, or other remedies authorized by law or the applicable solicitation.

Sec. 2-208. Ethics in Public Contracting.

(a) Town officials, employees, committee members, contractors, vendors, and consultants participating in procurement activities shall comply with all applicable federal, state, and local ethics laws.

(b) All procurement activities shall be conducted in a manner that promotes fairness, integrity, transparency, accountability, and public confidence.

(c) No person shall participate in any procurement activity in which an actual or apparent conflict of interest exists or otherwise violates Chapter 112, Florida Statutes.

(d) Procurement evaluation committee members shall disclose any actual or apparent conflicts of interest and shall refrain from participating in the evaluation of any procurement for which such conflict exists.

(e) Vendors shall disclose any actual or apparent conflicts of interest related to a procurement.

(f) No Town official, employee, committee member, or agent shall solicit or accept gratuities, favors, or anything of value from a contractor, potential contractor, or other party seeking to do business with the Town.

(g) No elected official of the Town shall have a direct or indirect financial interest in any contract, purchase order, procurement, or other transaction subject to this Article.

(h) The Town shall take reasonable steps to identify, avoid, mitigate, or otherwise address organizational conflicts of interest that may impair competition, objectivity, or fairness in the procurement process.

Sec. 2-209. Surplus Property.

(a) The Town Administrator may declare tangible personal property surplus when such property is obsolete, damaged, no longer needed, or otherwise determined to be surplus to Town operations.

(b) Surplus tangible personal property may be auctioned through a public process, donated, recycled, disposed of, utilized as a trade-in, or otherwise handled in a manner determined to be in the best interest of the Town and consistent with applicable law. Town employees and officials may participate in public surplus auctions on the same terms and conditions as the general public.

(c) The Town Administrator may approve the disposition of surplus tangible personal property with an estimated fair market value of \$2,500 or less. The disposition of surplus tangible personal property with an estimated fair market value exceeding \$2,500 shall require Town Council approval.

(d) The sale, lease, transfer, exchange, or disposition of real property shall be subject to the Town Charter, applicable law, this subsection, and approval of the Town Council.

Sec 2-210. Acquisition and Disposition of Real Property.

(a) Acquisition or sale of real property, both improved and unimproved.

(1) The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property:

a. Procedures shall comply with section 166.045, Florida Statutes, as amended from time to time.

b. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Council.

c. Any agreement by the Town to purchase real property shall be submitted to the Town Council for approval at a public meeting after thirty (30) days' public notice. Notice of the proposed purchase of real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the Town.

d. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town by the property owner, at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.

e. The purchase price of the property shall not exceed the appraised value, or the average appraised value if more than one (1) appraisal is obtained, by more than ten percent (10%), unless subject to a right of first refusal, right of first offer, or other lawful contractual provision.

(2) Appraisals.

a. Prior to the disposition of Town-owned real property, the Town shall obtain appraisals as follows:

1. At least one (1) appraisal shall be obtained.
2. If the appraisal concludes that the property valuation is between twenty-five thousand dollars (\$25,000.00) and five hundred thousand dollars (\$500,000.00), a second appraisal shall be required.
3. If either of the two (2) appraisals concludes that the property valuation exceeds five hundred thousand dollars (\$500,000.00), a third appraisal shall be required.

b. Appraisers selected pursuant to this section shall be state-certified real estate appraisers and, prior to contracting with the Town for appraisal services, shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.

(3) The following procedures shall be employed whenever the Town seeks to sell or convey any real property belonging to the Town to a nongovernmental person or entity:

a. The disposition shall comply with the appraisal requirements set forth in subsection (2).

b. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the Town.

c. The contract for purchase shall be awarded to the highest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders, unless the Town Council rejects all bids because they are too low or otherwise determines such rejection to be in the best interest of the Town.

d. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten percent (10%) of the highest appraisal value of the property.

(4) The following procedures shall be employed whenever the Town seeks to sell or convey any real property owned by the Town to a governmental agency, as defined in section 112.312(2), Florida Statutes, as amended from time to time, and in accordance with Section 4.10 of the Town Charter:

- a. The disposition shall comply with the appraisal requirements set forth in subsection (2).
- b. The Town may agree to the sale of its real property upon approval by a unanimous vote of all five (5) members of the Town Council at a regular or special public meeting following public notice and subject to any referendum approval required by Section 4.10 of the Town Charter. These provisions shall not apply to rights-of-way, property less than the minimum lot size requirement, property acquired through foreclosure, or property not located within or adjacent to a Town park that was specifically acquired for lease or resale purposes.
- c. If the sale of Town-owned real property is to another governmental agency, competitive bidding shall not be required.

Sec. 2-210. Unsolicited Proposals.

- (a) The Town may receive and consider unsolicited proposals offering unique, innovative, or otherwise beneficial opportunities to the Town.
- (b) Receipt of an unsolicited proposal shall not obligate the Town to negotiate, procure, advertise, accept, or otherwise act upon such proposal.
- (c) The Town Administrator may establish administrative procedures governing the receipt, evaluation, consideration, and disposition of unsolicited proposals.
- (d) Nothing herein shall waive any applicable procurement, competition, approval, or public notice requirements otherwise required by law or this Article.

Sec. 2-211. Procurement Appeals and Remedies.

- (a) Any actual or prospective bidder, proposer, or respondent aggrieved in connection with a recommended award may file a written protest with the Town Clerk's Office within five (5) business days following posting of the award recommendation.
- (b) A protest shall be deemed filed only upon receipt by the Town Clerk's Office. Delivery to any other Town employee, department, officer, or representative shall not constitute a valid filing.
- (c) All protests shall:
 1. Be submitted in writing;
 2. Identify the solicitation number and title;
 3. State the factual and legal basis for the protest;
 4. Include all supporting documentation; and
 5. Identify the relief requested.

(d) A written protest may not challenge the relative weight of evaluation criteria, ranking methodology, scoring formula, or evaluation factors established in the solicitation.

(e) All protests shall be accompanied by security in the form of a protest bond, an irrevocable letter of credit, or other security acceptable to the Town, in an amount equal to five thousand dollars (\$5,000) or five percent (5%) of the estimated value of the solicitation or contract, whichever is greater, not to exceed fifty thousand dollars (\$50,000).

(f) A protest shall not be deemed properly filed until the required protest security has been received by the Town. Failure to provide the required security at the time of filing shall render the protest invalid.

(g) Failure to timely file a protest, timely submit the required protest security, or otherwise comply with the requirements of this section shall constitute a waiver of all protest rights under this Article.

(h) Upon receipt of a timely and properly filed protest, the Town may suspend the solicitation or award process pending resolution of the protest unless the Town Administrator determines that proceeding without delay is necessary to protect the public health, safety, welfare, or interests of the Town.

(i) Within seven (7) business days following receipt of a timely and properly filed protest, the Town Procurement Officer, after consultation with the Town Attorney, shall attempt to resolve the protest. If the protest is not resolved by mutual agreement, the Town Procurement Officer shall issue a written decision setting forth the basis for the determination.

(j) A copy of the written decision shall be furnished to the protestor by certified mail, electronic delivery, or other reasonable means.

(k) The Town Procurement Officer's decision shall be final unless the protestor files a written appeal with the Town Administrator within three (3) business days following receipt of the decision.

(l) The Town Administrator shall review the appeal and issue a final written determination. The Town Administrator's decision shall be final and conclusive.

(m) The protest security shall be conditioned upon payment of all costs and expenses incurred by the Town in connection with the protest should the protest be denied.

(n) Upon final resolution of the protest, any security posted shall be released in accordance with administrative procedures established by the Town.

Sec. 2-212. State and Federal Procurement Requirements.

(a) When a procurement is funded in whole or in part by federal or state funds, the Town shall comply with all applicable federal and state procurement requirements as a condition of receiving such funding.

(b) To the extent that federal or state procurement requirements conflict with this Article, the more restrictive or controlling requirement shall govern.

(c) The Town Administrator may establish administrative procedures necessary to implement and comply with federal or state procurement requirements.

Sec. 2-213. Suspension and Debarment.

(a) The Town Administrator may suspend or debar any contractor, vendor, consultant, respondent, proposer, bidder, or other person or entity from participation in Town procurements for fraud, misrepresentation, criminal conduct, contract default, repeated poor performance, violation of procurement requirements, or other cause determined to be in the best interest of the Town.

(b) Suspensions may be imposed for a period not to exceed one (1) year. Debarments may be imposed for a period not to exceed five (5) years.

(c) The Town Administrator may impose a suspension immediately upon determining that such action is in the best interest of the Town.

(d) Prior to imposing a debarment, the Town Administrator shall provide written notice to the affected vendor stating the basis for the proposed debarment and afford the vendor a reasonable opportunity to submit a written response.

(e) Following consideration of any timely written response, the Town Administrator shall issue a written determination. The Town Administrator's determination shall be final.

(f) Administrative procedures may establish additional procedures regarding suspension, debarment, reinstatement, and related matters.

Sec. 2-214. Administrative Procedures.

The Town Administrator is authorized to establish and revise procurement administrative procedures, manuals, standard forms, internal controls, and operational guidelines necessary to implement this Article.

This Article shall apply prospectively and shall not require retroactive reevaluation or reapproval of contracts or procurements lawfully awarded prior to its effective date.

[End of Article]

Municipality	Approx. Population 2026	Council Approval Threshold <i>(Dollar amount requiring governing body approval)</i>	Procurement Staff Size
Sea Ranch Lakes	700	\$25,000	-
Hillsboro Beach	2,000	\$15,000	-
Lauderdale-by-the-Sea	6,500	\$20,001	-
Southwest Ranches	7,600	\$25,000	1
Pembroke Park	7,800	\$50,000	1
Lighthouse Point	11,000	\$35,000	1
Wilton Manors	12,500	\$30,000	1
West Park	15,000	\$50,000	1
Cooper City	35,000	\$20,000	2
Dania Beach	33,000	\$50,000	2
Parkland	37,000	\$50,000	3
Lauderdale Lakes	36,000	\$35,000 (CIP Projects) \$25,000 (all other)	2
Hallandale Beach	42,000	\$75,000	4
North Lauderdale	45,000	\$25,000	2
Oakland Park	47,000	\$25,000	3
Margate	59,000	\$50,000	5
Coconut Creek	61,000	\$50,000	7
Weston	69,000	\$150,000	2
Tamarac	73,000	\$65,000	3
Lauderhill	75,000	\$60,000	2
Deerfield Beach	87,000	\$30,000	3

Municipality	Approx. Population 2026	Council Approval Threshold <i>(Dollar amount requiring governing body approval)</i>	Procurement Staff Size
Plantation	95,000	\$35,000 (*Ord. in process updating to 50k)	5
Sunrise	98,000	\$25,000	4
Davie	108,000	\$65,000	8 FT + 2 Interns
Pompano Beach	115,000	\$200,000 (Goods & Services) \$300,000 (Construction)	6
Coral Springs	135,000	\$75,000	11
Miramar	145,000	\$75,000 (Single Department) \$150,000 (Multiple Departments)	8
Hollywood	150,000	\$50,000	14
Pembroke Pines	175,000	\$100,000	9
Fort Lauderdale	186,000	\$100,000	10+

TOWN OF SOUTHWEST RANCHES

ADMINISTRATIVE PROCUREMENT PROCEDURES MANUAL – Draft 01

Illustrative Draft - Prepared in support of the Procurement Code modernization initiative

Issued Pursuant to Article IX – Procurement Code

DISCLAIMER

This Manual is intended to provide administrative guidance only. It does not create contractual rights, alter the authority established by the Procurement Code, or supersede applicable federal, state, or local law. In the event of a conflict, the Procurement Code, Town Charter, and applicable law shall govern.

This Manual may be revised from time to time by the Town Administrator to reflect changes in procurement practices, organizational structure, technology, software platforms, applicable law, and operational needs. Administrative revisions to this Manual do not require amendment of the Procurement Code.

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SECTION 1

PURPOSE

The purpose of this Manual is to establish administrative procurement procedures for the acquisition of commodities, contractual services, construction, professional services, and other purchases made by the Town.

Unlike the Procurement Code, which establishes procurement governance, authority, and policy, this Manual provides administrative guidance regarding the day-to-day implementation of procurement activities.

This Manual is intended to promote:

- Consistent procurement practices;
- Fair and open competition;
- Transparency and accountability;
- Efficient procurement operations;
- Sound stewardship of public funds;
- Compliance with applicable federal, state, and local requirements.

Administrative procedures contained herein are intended to provide flexibility as procurement practices, technology platforms, organizational needs, and applicable laws evolve.

Nothing contained within this Manual shall be construed to modify the authority established by the Procurement Code or the Town Charter.

SECTION 2

ROLES AND RESPONSIBILITIES

2.1 Town Administrator

The Town Administrator is responsible for administering the Procurement Code and providing executive oversight of the Town's procurement program. The Town Administrator exercises the authority established by the Procurement Code and may delegate procurement responsibilities as authorized therein.

Responsibilities include, but are not limited to:

- Establishing and revising administrative procurement procedures;

- Appointing evaluation committee members;
- Approving procurement methods when appropriate;
- Approving procurements within delegated authority;
- Negotiating contracts;
- Executing contracts, change orders, renewals, and amendments as authorized by the Procurement Code;
- Consulting with the Town Attorney regarding procurement matters when appropriate; and
- Delegating procurement responsibilities to the Town Procurement Officer (or equivalent) and other Town employees as authorized.

2.2 Town Procurement Officer

The Town Procurement Officer is responsible for the day-to-day administration of the Town's procurement program under the direction of the Town Administrator. The Town Procurement Officer serves as the Town's primary procurement resource and coordinates procurement activities in accordance with the Procurement Code and this Manual.

Responsibilities include, but are not limited to:

- Advising departments regarding procurement requirements and procurement planning;
- Determining and recommending appropriate procurement methods;
- Preparing and administering competitive solicitations;
- Coordinating cooperative purchasing opportunities and other authorized procurement strategies;
- Facilitating evaluation committee meetings and providing procedural guidance throughout the evaluation process;
- Conducting negotiations as authorized by the Town Administrator;
- Preparing procurement recommendations and maintaining procurement records;
- Providing procurement training and guidance to Town staff;
- Assisting departments with contract administration and procurement compliance; and

- Promoting competition, transparency, consistency, innovation, and continuous improvement throughout the Town's procurement program.

2.3 Town Financial Administrator

The Town Financial Administrator supports the Town's procurement program by providing financial oversight, budget administration, and internal financial controls. The Town Financial Administrator works collaboratively with the Town Procurement Officer to promote compliance with budgetary requirements, purchasing procedures, and sound financial management practices.

Responsibilities include, but are not limited to:

- Verifying the availability of budgeted funds for proposed procurements;
- Providing financial review and oversight of procurement activities, as appropriate;
- Coordinating accounts payable and payment processing for procurement-related expenditures;
- Administering Purchasing Card (P-Card) and other approved payment programs, where applicable;
- Supporting procurement-related financial functions within the Town's Enterprise Resource Planning (ERP) system;
- Assisting with procurement-related financial reporting and budget monitoring;
- Coordinating procurement-related financial matters with departments, the Town Procurement Officer, and Finance staff; and
- Performing other procurement-related financial responsibilities as assigned by the Town Administrator.

2.4 Department Directors and Requesting Departments

Departments are responsible for identifying operational needs and working collaboratively with the Town Procurement Officer throughout the procurement process.

Departments should:

- Plan procurements sufficiently in advance;
- Develop scopes of work and technical requirements;
- Participate in evaluations when requested;

- Monitor contractor performance;
- Verify satisfactory receipt of goods and services;
- Coordinate contract administration activities following award.

2.5 Town Attorney

The Town Attorney provides legal advice regarding procurement matters when requested by the Town Administrator.

Legal review may include:

- Solicitation documents;
- Contracts;
- Protest matters;
- Negotiations;
- Procurement disputes;
- Applicable federal and state law.

SECTION 3

PROCUREMENT PLANNING

Successful procurements begin with proper planning. Departments should initiate procurement planning sufficiently in advance to avoid unnecessary emergency purchases or service interruptions.

Procurement planning should consider:

- Budget availability;
- Procurement timelines;
- Council meeting schedules;
- Market conditions;
- Grant requirements;
- Estimated annual expenditures;
- Procurement method;

- Contract term;
- Renewal options;
- Insurance requirements;
- Bonding requirements, if applicable.

Departments are encouraged to consult with the Town Procurement Officer early in the planning process, particularly for complex procurements or projects anticipated to require formal competitive solicitation.

The Town Procurement Officer may assist departments in determining the most appropriate procurement strategy, anticipated procurement schedule, and required administrative documentation.

SECTION 4

ENTERPRISE RESOURCE PLANNING (ERP) PROCEDURES

(Placeholder)

The Town utilizes, or intends to utilize, an Enterprise Resource Planning (ERP) system to facilitate procurement, financial management, budgeting, purchasing, and contract administration.

Administrative procedures contained within this section may be revised following implementation or modification of the Town's ERP system.

Future ERP procedures may include, but are not limited to:

4.1 Requisition Entry

Departments shall initiate procurement requests within the Town's ERP system in accordance with established approval workflows.

Future procedures may address:

- Creation of purchase requisitions;
- Required supporting documentation;
- Budget coding;
- Account coding;
- Procurement method selection;
- Routing for approval.

4.2 Approval Workflow

The ERP system may incorporate electronic approval routing based upon procurement thresholds, organizational hierarchy, budget authority, and purchasing requirements established by the Town Administrator.

4.3 Purchase Order Processing

Except as otherwise authorized by the Town Administrator or designee, all procurements with an anticipated expenditure of One Thousand Dollars (\$1,000.00) or greater shall be initiated, approved, and processed through the Town's purchase order system.

Following approval, purchase orders may be generated through the Town's Enterprise Resource Planning (ERP) system and transmitted to vendors in accordance with established administrative procedures.

The Town's standard Purchase Order Terms and Conditions shall be reviewed annually by the Town Attorney and, unless otherwise modified or superseded by a written contract, linkage agreement, solicitation, or other written instrument approved by the Town, shall be incorporated into and govern each purchase order transaction.

Nothing in this section shall prohibit the Town from supplementing, modifying, or superseding the standard Purchase Order Terms and Conditions through a solicitation, contract, linkage agreement, or other written instrument approved by the Town.

4.4 Receiving

Departments shall verify receipt of commodities and satisfactory completion of services prior to authorizing payment.

Future procedures may establish:

- Partial receiving
- Final receiving
- Inspection requirements
- Documentation standards

4.5 Invoice Processing

Invoices shall be processed in accordance with Finance Department procedures and applicable prompt payment requirements.

Future ERP workflows may include:

- Electronic invoice routing
- Three-way matching
- Payment approvals
- Exception processing

4.6 Future System Enhancements

As additional ERP functionality becomes available, administrative procedures may be established regarding:

- Electronic approvals
- Budget monitoring
- Contract management
- Vendor performance
- Reporting dashboards
- Artificial intelligence tools
- Workflow automation

SECTION 5

ELECTRONIC PROCUREMENT & CONTRACT MANAGEMENT (BEACONBID)

The Town utilizes BeaconBid as its electronic procurement platform to improve transparency, competition, efficiency, vendor participation, and public access to procurement opportunities.

The BeaconBid e-procurement platform serves as the Town's official electronic procurement system unless otherwise authorized by the Town Administrator.

5.1 Vendor Registration

Vendors are encouraged to register within the Town's electronic procurement platform in order to receive notifications of procurement opportunities.

Vendor registration does not guarantee solicitation invitations or contract awards.

5.2 Solicitation Administration

Competitive solicitations may be issued electronically through BeaconBid.

Administrative procedures may include:

- Advertisement of solicitations;
- Distribution of solicitation documents;
- Issuance of addenda;
- Question-and-answer periods;
- Electronic submission of responses;
- Public opening of responses;
- Notice of intended awards.

5.3 Vendor Communications

Unless otherwise authorized, communications regarding active solicitations shall occur through the electronic procurement platform or other methods authorized by the Town Procurement Officer.

5.4 Electronic Records

BeaconBid serves as an official repository for procurement-related records issued on the public platform, including, where applicable:

- Solicitation documents;
- Addenda;
- Vendor questions;
- Responses;
- Evaluation materials;

- Award documentation.

Official procurement records shall also be maintained in accordance with applicable records retention requirements.

5.5 Contract Management

The Town may utilize BeaconBid's contract management functionality to assist departments in administering awarded contracts.

Future procedures may address:

- Contract execution;
- Renewal notifications;
- Insurance tracking;
- Performance monitoring;
- Contract amendments;
- Change orders;
- Contract closeout.

5.6 Department Responsibilities

Departments utilizing BeaconBid shall:

- Maintain accurate procurement information;
- Coordinate with the Town Procurement Officer;
- Review solicitation documents for accuracy;
- Monitor contract performance;
- Assist in maintaining complete procurement records.

SECTION 6

PROCUREMENT METHODS

The Town utilizes various procurement methods depending upon the nature, complexity, estimated value, and statutory requirements associated with each procurement.

Selection of the appropriate procurement method shall be determined by the Town Procurement Officer in consultation with the requesting department and subject to the Procurement Code.

6.1 Informal Quotations

Informal quotations may be utilized for procurements within the thresholds established by the Procurement Code.

Administrative procedures may address:

- Written quotations;
- Electronic quotations;
- Verbal quotations;
- Documentation requirements;
- Recommendation for award.

6.2 Invitation for Bid (IFB)

An Invitation for Bid is generally utilized when award is based primarily upon price and the Town is able to clearly define its requirements.

6.3 Request for Proposals (RFP)

A Request for Proposals is generally utilized when factors in addition to price are important to the successful performance of the contract.

Evaluation criteria may include:

- Experience;
- Qualifications;
- Technical approach;
- Project understanding;
- References;
- Price.

6.4 Request for Qualifications (RFQ)

Requests for Qualifications may be utilized when the Town seeks to evaluate qualifications, experience, technical expertise, or other professional capabilities prior to contract negotiations.

Professional services subject to the Consultants' Competitive Negotiation Act (CCNA) shall be procured in accordance with applicable Florida law.

6.5 Invitation to Negotiate (ITN)

When determined appropriate, the Town may utilize a negotiated procurement process in accordance with applicable law.

6.6 Cooperative and Piggyback Procurements

The Town may utilize competitively awarded contracts, cooperative purchasing agreements, or other contracts lawfully available for use by the Town when determined to be in the best interest of the Town and otherwise permitted by law.

Prior to utilizing a cooperative purchasing agreement, Procurement shall complete the Town's Cooperative Purchasing and Piggyback Checklist. The checklist may establish documentation and verification requirements, including, as applicable:

- verification that the originating contract was lawfully procured;
- confirmation that the originating contract remains valid and available for use by the Town;
- confirmation that the requested goods or services are within the scope of the originating contract;
- evaluation that use of the cooperative contract is in the Town's best interest;
- verification that pricing is fair and reasonable;
- review of the contractor's qualifications, licensing, insurance, and other applicable requirements, as appropriate; and
- documentation supporting the Town's use of the cooperative contract.

When determined to be in the Town's best interest, the Town reserves the right to require execution of a linking agreement with the contractor incorporating the Town's standard terms and conditions, applicable law, and project- or service-specific requirements, including scope of work, pricing, insurance, indemnification, performance

standards, warranties, and any other provisions necessary to protect the Town's interests.

6.7 Sole Source Procurement

When competition is unavailable or impracticable, procurements may be processed as sole source purchases in accordance with established administrative procedures.

Documentation shall include written justification supporting the determination.

6.8 Emergency Procurement

Emergency procurements shall be processed in accordance with established administrative procedures.

Departments shall coordinate with the Town Procurement Officer as soon as practicable following declaration of an emergency to ensure appropriate documentation and procurement records are maintained.

SECTION 7

COMPETITIVE SOLICITATION ADMINISTRATION

Competitive solicitations shall be administered by the Town Procurement Officer in accordance with established administrative procedures, applicable law, and the requirements established within each solicitation.

Administrative procedures may vary depending upon the procurement method, project complexity, funding source, and statutory requirements.

The Town Procurement Officer shall coordinate the solicitation process with the requesting department to promote fairness, competition, transparency, and consistency throughout the procurement process.

7.1 Solicitation Development

The Town Procurement Officer shall coordinate preparation of solicitation documents in conjunction with the requesting department.

Solicitation documents should clearly identify, where applicable:

- Scope of Work

- Technical Specifications
- Minimum Qualifications
- Evaluation Criteria
- Contract Term
- Insurance Requirements
- Bid Security
- Performance and Payment Bonds
- Licensing Requirements
- Required Forms and Certifications
- Submission Requirements
- Procurement Schedule
- Contract Documents

Departments are responsible for reviewing solicitation documents for technical accuracy prior to issuance.

7.2 Procurement-Specific Requirements

Individual solicitations may establish procurement-specific administrative and contractual requirements necessary to protect the interests of the Town.

Such requirements may include, but are not limited to:

- Bid Security
- Performance Bonds
- Payment Bonds
- Insurance
- Licenses
- Certifications
- Minimum Qualifications
- Financial Statements
- Experience Requirements

- Technical Submittals
- Required Affidavits
- Other documentation deemed necessary for the procurement

Failure to comply with solicitation requirements may result in rejection of a response, determination of non-responsiveness, disqualification, or other action authorized by the Procurement Code or solicitation documents.

7.3 Vendor Questions and Addenda

Questions regarding active solicitations shall be submitted in accordance with the solicitation schedule.

Interpretations, revisions, or clarifications affecting a solicitation shall generally be issued by written addendum.

Departments shall not independently interpret solicitation requirements or communicate substantive revisions directly to vendors outside of the procurement process.

7.4 Public Openings

Public openings shall be conducted in accordance with established administrative procedures.

Administrative procedures may address:

- Electronic bid openings
- Attendance
- Bid tabulations
- Reading of pricing
- Public records
- Withdrawal of responses
- Late submissions

7.5 Evaluation Committees

Evaluation Committees shall operate in accordance with established administrative procedures.

Administrative procedures may address:

- Committee orientation
- Conflict of Interest disclosures
- Evaluation scoring
- Presentations
- Interviews
- Reference checks
- Consensus meetings
- Negotiations
- Best and Final Offers
- Recommendation for award

The Town Procurement Officer shall facilitate committee meetings and provide procedural guidance throughout the evaluation process.

7.6 Procurement Files

The Town Procurement Officer shall maintain procurement files sufficient to document each procurement.

Procurement files may include:

- Procurement Planning Documents
- Quotes
- Solicitations
- Addenda
- Vendor Communications
- Evaluation Materials
- Recommendation Memoranda
- Contracts

- Amendments
- Change Orders
- Insurance
- Bonds
- Protest Documentation
- Closeout Documentation

Records shall be maintained in accordance with applicable public records and records retention requirements.

SECTION 8

CONTRACT ADMINISTRATION

Effective contract administration ensures the Town receives the goods and services procured while protecting the Town's legal, operational, and financial interests.

Contract administration is a shared responsibility between the requesting department, the Town Procurement Officer, Finance, and the contractor.

8.1 Contract Kickoff

For contracts determined appropriate by the Town Administrator or Town Procurement Officer, a contract kickoff meeting may be conducted following award.

Topics may include:

- Scope Review
- Schedule
- Deliverables
- Insurance Verification
- Communication Protocols
- Payment Procedures
- Reporting Requirements
- Change Order Procedures
- Closeout Expectations

8.2 Notice to Proceed

Where applicable, work shall not commence until all contractual requirements have been satisfied and the appropriate authorization has been issued by the Town.

8.3 Department Contract Administration

Requesting departments are responsible for the day-to-day administration of contracts assigned to their department and shall ensure that contractors perform in accordance with the contract, purchase order, or other procurement documents.

Department responsibilities include, but are not limited to:

- Verifying receipt and acceptance of goods and services;
- Confirming that work is performed in accordance with the contract, purchase order, plans, specifications, or scope of work;
- Monitoring contractor performance, schedule, quality, and compliance with contractual requirements;
- Reviewing invoices and verifying that invoiced pricing, quantities, labor rates, unit prices, allowances, deliverables, and mathematical calculations are accurate and consistent with the applicable contract, purchase order, amendment, or other authorized pricing;
- Promptly notifying the Town Procurement Officer of performance issues, disputes, potential claims, or circumstances requiring contract modification;
- Maintaining contract documentation supporting payments, renewals, amendments, and contract closeout; and
- Coordinating final acceptance of completed work and deliverables.

Departments shall not approve invoices for payment until they have verified satisfactory performance and confirmed that all charges are accurate, properly calculated, and consistent with the applicable contract or purchase order.

8.4 Contract Modifications

Contract amendments, renewals, extensions, and change orders shall be processed in accordance with the contract, purchase order, or other procurement documents.

Departments shall coordinate all proposed contract modifications through the Town Procurement Officer prior to execution.

8.5 Renewals

Prior to exercising a renewal option, departments should evaluate:

- Contractor Performance
- Pricing
- Funding Availability
- Operational Need
- Market Conditions
- Overall Value to the Town

8.6 Contract Closeout

Upon completion of a contract, departments should verify:

- Completion of Work
- Acceptance of Deliverables
- Resolution of Outstanding Issues
- Final Payment
- Return of Town Property
- Receipt of Required Documentation

The Town Procurement Officer may maintain administrative checklists to assist departments with contract closeout.

8.7 Vendor Debriefings

Upon request and when determined appropriate by the Town Procurement Officer, unsuccessful respondents may be provided an informal debriefing following award of a competitive solicitation.

Debriefings are intended to promote transparency and continuous improvement and are not intended to reopen evaluations or modify award recommendations.

The Town Procurement Officer may postpone or decline a debriefing when a protest, claim, litigation, or other legal proceeding is pending or anticipated.

SECTION 9

ADMINISTRATIVE POLICIES

The Town Administrator may establish additional administrative procurement policies consistent with the Procurement Code.

These policies are intended to promote efficiency, accountability, consistency, and sound stewardship of public resources.

9.1 Purchasing Cards (P-Cards)

The Town may utilize Purchasing Cards (P-Cards) and other approved electronic payment methods for authorized purchases.

Use of Purchasing Cards shall be governed by separate administrative procedures established by the Town Administrator and Finance Department.

9.2 Unauthorized Purchases

Town employees shall not procure commodities or services, authorize work, or otherwise commit the Town to any purchase except in accordance with the Procurement Code, this Manual, and other applicable Town policies.

Unauthorized purchases may include, but are not limited to:

- Procuring goods or services without appropriate approval;
- Directing a vendor to begin work prior to issuance of an authorized purchase order or fully executed agreement, when required;
- Circumventing established procurement procedures;
- Artificially dividing purchases to avoid procurement requirements or approval thresholds; or
- Otherwise committing the Town to an obligation without proper authority.

The Town shall not be obligated to pay for unauthorized purchases except as otherwise authorized by the Town Administrator or required by applicable law.

Questions regarding procurement requirements should be directed to the Town Procurement Officer prior to initiating a purchase or authorizing work.

9.3 Procurement Training

The Town Procurement Officer may provide procurement training and educational resources to Town employees regarding:

- Procurement Planning
- Ethics
- Competition
- Contract Administration
- Public Records
- Grant Requirements
- Procurement Software
- Administrative Procedures

9.4 Procurement Forms

The Town Procurement Officer may develop, revise, and maintain standard procurement forms to promote consistency throughout the procurement process.

Examples include:

- Procurement Planning Checklist
- Sole Source Justification
- Emergency Procurement Authorization
- Evaluation Committee Conflict of Interest Form
- Quote Tabulation
- Procurement Recommendation Memorandum
- Contract Renewal Checklist
- Change Order Form
- Contract Closeout Checklist

- Surplus Property Authorization
- Vendor Responsibility Questionnaire

9.5 Administrative Checklists

Administrative checklists may be developed to assist departments with procurement planning, solicitation administration, contract administration, and procurement file documentation.

Checklists are intended to promote consistency and shall not create additional legal requirements beyond those established by the Procurement Code.

9.6 Grant-Funded Procurements

Departments anticipating the use of federal, state, county, or other grant funding shall notify the Town Procurement Officer as early as practical. Grant-funded procurements may be subject to additional statutes, regulations, funding conditions, or reporting requirements beyond those contained in the Procurement Code.

The Town Procurement Officer shall coordinate with the requesting department, Finance, and the Town Attorney, as appropriate, to promote compliance with applicable grant requirements.

9.7 Ethics & Professional Conduct

Town employees participating in procurement activities shall conduct themselves in accordance with Town Code, Chapter 112, Florida Statutes, Town policies, and other applicable laws.

Questions regarding conflicts of interest, gifts, vendor communications, or other ethics matters should be directed to the Town Procurement Officer or the Town Attorney prior to taking action.

9.8 Continuous Improvement

The Town encourages continuous improvement of procurement practices through training, technology, process evaluation, collaboration, and professional development.

Recommendations for improving procurement procedures may be submitted to the Town Procurement Officer for consideration during future revisions to this Manual.

Section 10 – Administrative Forms, Templates & Resources

Forms

- Sole Source Justification
- Emergency Procurement Authorization
- Evaluation Committee Conflict Form
- Procurement Recommendation Memorandum
- Change Order Form
- Contract Renewal Checklist
- Contract Closeout Checklist
- Surplus Property Authorization
- Vendor Responsibility Questionnaire

Templates

- IFB Template
- RFP Template
- RFQ Template
- ITN Template
- CCNA Template
- Cooperative Procurement Request Template
- Notice of Award
- Notice to Proceed
- Cooperative Linking Agreement

Resources

- Cooperative Purchasing Directory
- Insurance Requirements Matrix
- Bond Requirements Matrix
- Procurement Calendar

- Records Retention Guidance
- BeaconBid User Guide
- ERP User Guide
- Procurement Flowcharts
- Department Procurement Quick Reference Guide

SAMPLE

ARTICLE IX. PROCUREMENT CODE

Sec. 2-198. Short Title.

This Article shall be known and may be cited as the "Town of Southwest Ranches Procurement Code."

(Ord. No. 2022-005, § 1, 2-10-2022)

Sec. 2-199. Purpose and Intent.

~~The purpose of this procurement code ("code") is to establish specific directions and guidelines for employees and agents of the Town of Southwest Ranches ("town") to use in purchasing commodities and services. All request for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town. In addition to the procedures set forth in this code, the town shall also adhere to the requirements of recently enacted 2 CFR 200 Federal Regulations, where applicable and state statutes, to the extent applicable to the town. All forms contained within the code may be amended in the best interest of the town by the town administrator from time to time.~~

(Ord. No. 2022-005, § 2, 2-10-2022)

The purpose of this Article is to establish a fair, transparent, competitive, and efficient procurement system for the acquisition of commodities, contractual services, professional services, construction services, and other purchases necessary for Town operations.

All purchases shall serve a valid public purpose and shall be conducted in accordance with applicable federal, state, and local laws.

The Town Council hereby delegates administrative procurement authority to the Town Administrator as set forth herein.

Sec. 2-200. ~~Authorization for the use of electronic transmissions~~ Procurement Authority.

~~The use of electronic media, including acceptance of electronic signatures, is authorized consistent with state applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:~~

- ~~(1) Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and~~
- ~~(2) Accurate retrieval or conversion of electronic forms of such information into (a medium which permits inspection and copying.~~

(Ord. No. 2022-005, § 3, 2-10-2022)

Sec. 2-201. Overview and background.

The purpose of this purchasing manual ("manual") is to establish specific directions and guidelines for employees and agents of The Town of Southwest Ranches ("town") to use in purchasing goods and services. All requests for goods and/or services, and all purchases Administrator shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy. This article provides the policies and procedures that frame the purchasing of contractual services and commodities starting with the purchasing policy and proceeding through writing the contract document or purchase order. The scope of this introduction is limited to outlining the organization of the operating procedures along with a brief overview of the content of each section. In addition to the procedures set forth in this article, the town administer and enforce this Article and shall also adhere to the requirements of state statutes and federal regulations, to the extent applicable to the town.

The town is committed to a system that provides quality, integrity, and competition in a sound and professional manner. Procurement guidelines allow for the necessary commodities and services to be purchased at the lowest possible cost, consistent with the quality needed to meet the requirements of a government.

In accordance with section 9.03 of the Town's Charter, the June 6, 2000, version of the Broward County Procurement Code had served as the town's procurement code since the town's incorporation. Subsequently, the town adopted Ordinance No. 2011-015 on September 22, 2011, as its initial procurement code and further revised its procurement code with Ordinance 2012-08 on July 12, 2012. In the future, all requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this new procurement code once adopted. This new code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. Additionally, this new code allows the town to continue its commitment of a system that provides quality, integrity, and competition in a sound and professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town. Procurement continues to be a dynamic process that is continually evolving and that requires revision of procurement methods as experience and requirements change.

Commencing in 2017 (FY 2018) and then lastly through late 2021 this article, with sample exhibits and flowcharts, was developed and prepared by the finance and budget department. It also was revised to incorporate new and required federal and state pronouncements, including 2 CFR 200 regulations.

Subsequently, it has been reviewed and vetted by staff, appointed by the town administrator consisting of Russell Muniz, assistant town administrator/town clerk; Rod Ley, public works director/town engineer; Emily Aceti, community services manager; December Lauretano-Haines, parks, recreation and open space manager; and Sandy Luongo, general services manager. The town legal department has also evaluated and reviewed for a thorough compliance.

(Ord. No. 2022-005, Exh. A(1.0), 2-10-2022)

Sec. 2-202. General guidelines.

- (a) All contracts and all purchases will be authorized through and by the town administrator or designee. All duly authorized contracts shall be executed by the mayor or designee, and the town attorney as to form, in accordance with the Town's Charter.
- (b) It is unlawful for a town officer or employee to order the purchase of any materials, supplies, equipment, or contractual services, or make any contract other than through the town administrator or designee. Any

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~~purchase order or contract made contrary to the provisions hereof shall be deemed an unauthorized purchase and deemed null and void.~~

- ~~(c) The policies and procedures in this article do not preempt the procedures used for the town's accounting.~~
- ~~(d) Except as provided in the code, purchases in excess of level 3 require town council approval and shall be made utilizing an advertised sealed bid, proposal or qualifications process.~~
- ~~(e) No contract, purchase, field purchase orders, or group of requisitions shall be subdivided to avoid the bid solicitation or quotation process.~~
- ~~(f) All correspondence with suppliers shall be through the town administrator or designee, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, the town administrator or designee must receive copies of all correspondence.~~
- ~~(g) All contracts exceeding the town administrator's authorization level shall be reviewed and approved by the department director, town attorney, and town administrator prior to execution. Once executed, the original contract shall be retained by the town clerk's office.~~
- ~~(h) Deviations from the policies and procedures prescribed herein shall not be made without prior approval of the town administrator.~~
- ~~(i) A town employee including its council members, officers, and employees shall comply with the standards of conduct for public officers, employees and agents in accordance with F.S. ch. 112 to the extent applicable to the town.~~
- ~~(j) Additionally, to the extent not inconsistent with applicable law, the terms and conditions of any federal, state or local grant may be incorporated into the solicitation terms for the subject project.~~
- ~~(k) Authorization for the use of electronic transmissions. The use of electronic media, including acceptance of electronic signatures, is authorized consistent with state applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:
 - ~~(1) Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and~~
 - ~~(2) Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.~~~~

~~(Ord. No. 2022-005, Exh. A(2.0), 2-10-2022)~~

~~Sec. 2-203. Purchasing authorization.~~

- ~~(a) The acquisition of supplies, equipment, and services necessary for the daily operations of the town shall be the ultimate responsibility of the town administrator. Individual departments are responsible for requesting supplies, equipment, and services as necessary for their departmental operations. The town administrator is responsible for administering this code. The town administrator is authorized and responsible for establishing and administering purchasing policies and procedures consistent with this code. Such administrative policies shall also include guidelines and requirements for the use of purchasing cards and for claims vouchers or check requests.~~
- ~~(b) The town council, having the power to acquire commodities and/or services as well as personal and real property, delegate that responsibility to the town administrator to the extent provided in the code. Town council approval is required for all purchases of goods and services, including all commodities, contractual services, and award of construction projects when the cost is in excess of level 3, as defined below. Unless an exemption applies pursuant to the terms of state law or this code, competitive procurement shall be conducted for purchases more than level 3.~~

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~~(c) The town administrator may exempt a transaction(s) from the standard processes of this code if the transaction presents an emergency or if otherwise exempt in accordance with state law or this code. In the event of an emergency (as defined in subsection 2-215(b)), the town administrator shall provide for competition to the extent practicable. The town administrator shall also have discretion to suspend or terminate any solicitation or pending procurement when deemed in the best interest of the town.~~

~~(d) Specific approval authority levels. Authority to approve purchases shall be in accordance with the to establish administrative procurement procedures, forms, workflows, and internal controls consistent with this Article.~~

~~(b) The Town Administrator may designate a Town Procurement Officer (or equivalent) and other employees to administer procurement activities on behalf of the Town.~~

~~(c) All procurements shall be conducted through the Town Administrator, Town Procurement Officer, or their designee.~~

~~(d) No Town officer, employee, or department shall divide or subdivide purchases for the purpose of avoiding competitive procurement requirements or approval thresholds; applicable to both individual transactions and aggregate amounts spent with a single vendor for a specific.~~

~~(e) Procurement requirements shall apply based on the reasonably anticipated cost of a commodity or service, as set forth in the table A, below, during a single fiscal year. Purchases shall not be artificially divided or structured for the purpose of avoiding applicable procurement requirements or approval thresholds.~~

Table A: Approved

Continued on following page

Sec. 2-201. Procurement Thresholds and Competition Requirements.

Purchases shall be made in accordance with the following thresholds:

A. Approval Thresholds

Table 1 – Procurement Approval Authority

Amount <u>Procurement Value</u> <u>(Annual Expenditure or Project Value)</u>	<u>Procurement Process</u>	<u>Approval Authority</u>
<u>Level 1:</u> Less than \$1,000.00 <u>Up to and including \$2,500</u>	One documented quote	Department head No quotations are required. <u>Director or Designee</u>
<u>Level 2:</u> Equal to or <u>Greater than \$1,000.00</u> But less than \$2,500.00 <u>up to and including \$50,000</u>	Purchasing card, when applicable, or claim voucher by department head and written approval by town administrator 2 written or verbal <u>Three documented quotes</u> , to the extent practicable-	<u>Town Administrator or Designee</u>
<u>Level 3:</u> Equal to or greater than \$2,500.00 <u>But less than \$25,000.00</u>	Town administrator <u>3 written quotes are required:</u>	
<u>Level 4:</u> Equal to or <u>Greater than \$250,000.00</u>	Town council <u>Formal Competitive Procurement, unless otherwise authorized by this Chapter</u>	<u>Town Council</u>

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~~(e) In accordance with the approved thresholds, the town administrator has the following authority:~~

- ~~(1) Award contracts for the purchase of commodities and contractual services, which are exempt from the requirements of formal competitive procurement when the total cost does not exceed level 3.~~
- ~~(2) Renewal of all contracts at or below level 3 for commodities and contractual services provided that the following criteria are all satisfied:~~
 - ~~(a) The terms and conditions of the original contract expressly provide for the town's right to renew the contract at the same prices as originally awarded by the town council or within price adjustment clause parameters as defined in the solicitation documents or agreement.~~

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b. ~~The town administrator has performed a market survey and/or contract quality review to determine if renewal of the contract is in the best interest of the town.~~ For commodities and contractual services originally procured through the request for proposals or letter of interest processes, a market survey shall be performed only if the town administrator determines that, due to a significant change in the industry or profession providing the services, an evaluation of current market conditions would be effective.

c. ~~The town administrator has evaluated the performance of the contractor under the existing contract term and has determined in writing that such performance meets established criteria regarding service, responsiveness, and quality levels.~~

(f) ~~To sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the town either by sale, barter, or exchange, by sealed bid, public auction, trade in or any other means of disposal as may be appropriate and in the best interests of the town. Disposal of surplus or obsolete personal property more than an aggregate value of one thousand dollars (\$1,000.00) or two hundred fifty dollars (\$250.00) per item, per quarter, shall be made only after approval by the town council. (Also per Resolution 2013-051.)~~

(g) ~~Leases of real property must be authorized and approved by the town council. Any lease agreements for the use of Town Hall whether exclusive or non-exclusive, shall not exceed one (1) year.~~

(h) ~~The town administrator shall have no authority to purchase, lease or sell real property without prior town council authorization and approval.~~

(Ord. No. 2022-005, Exh. A(3.0), 2-10-2022)

Sec. 2-204. Department responsibility.

(a) ~~Purchasing.~~ The town administrator or designee shall adhere to a high standard of ethics, and promote the town's reputation for courtesy, transparency, fairness and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process.

Staff involved with the purchasing process is responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all time purchases are made legally and responsibly in compliance with this article and any adopted policies, as well as applicable federal, state, and local laws.

(b) ~~User departments.~~ User departments shall allow ample time for the town administrator or designee to place the order and for the vendor to deliver; provide clear and accurate descriptions of goods and services to be purchased; provide technical specifications; not subdivide any purchase or contract solely to avoid competitive procurement/solicitation or approval requirements as prescribed in this article; and verify receipt of commodities or completion of services in accordance with initial purchase request.

(c) ~~Requestor.~~

(1) ~~Complete the purchase requisition form (exhibit 16).~~

(2) ~~Follow the town's purchasing policies and procedures outlined in the purchasing manual.~~

(3) ~~Prepare clear and unrestrictive technical specifications when needed for products or services.~~

(4) ~~Send complete and proper specifications for bid solicitation, or proper documentation when exercising an option to "piggyback" or declaring sole/single/emergency source procurement in lieu of performing our own competitive bid process.~~

(Ord. No. 2022-005, Exh. A(4.0), 2-10-2022)

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Sec. 2-205. Contract administration.

(a) — A contract is the legal document that spells out the responsibilities of the supplier of commodities or services and the town. Clarity is essential so that disputes can be avoided. Contract types vary according to form, and according to the distribution of risk and responsibility between the supplier/contractor and the town. There are three (3) major elements or stages of the purchasing process, each of which is equally important:

- (1) — *Planning and scheduling purchasing and purchasing activities to meet program and budgetary objectives:* Planning is necessary in order to consolidate purchases and achieve economies of scale. Scheduling takes advantage of market cycles by anticipating the best time to buy. Departments that budget effectively estimate their need for commodities and services in advance. From these estimates, a purchasing schedule can be created that takes into account and consolidates department needs.
- (2) — *Source selection:* This is the process through which solicitations are issued, advertisements run, vendors selected, and commodities or services received. Staff in both user departments and working with the finance and budget department must work closely to define what is to be purchased. Together, they develop specifications and scopes of work reflecting the department's knowledge of its needs in obtaining commodities or services and the town administrator or designee's knowledge of the market. The town administrator will determine the appropriate purchase method and type of contract, and the appropriate staff shall issue the solicitation and receive bids/offers in response to the competitive process or as otherwise provided in this code. The appropriate staff shall obtain the executed contracts and the commodities/services shall be delivered in accordance with the solicitation.
- (3) — *Contract monitoring and administration:* Lead responsibility for contract administration primarily falls on department personnel with advice and support from the finance and budget department. All new contracts in excess of five hundred thousand dollars (\$500,000.00) (cumulative throughout the term of the agreement and pursuant to an end date) will include a debrief meeting utilizing (exhibit 14) which will include procurement, town legal staff, the responsible department, and finance and budget staff. The town's procurement and budget officer will be charged with scheduling these occurrences which will be documented through the contract debrief form (see exhibit 14).

(b) — *Contract administration.* This element ensures that the terms of the purchase order/agreement are enforced and that invoices comply with the terms of the purchase order or contract and are timely paid. Invoices are approved and submitted for payment through the finance and budget department, and the quality of commodities and services are monitored and evaluated by the user department. If the department wishes to change the specifications or scope of services, it consults with the town administrator or designee to negotiate a change order. If the department is dissatisfied with its purchase, then the department or designated employee forces corrective action by the vendor. When the contract is completed, the department staff "closes out" the solicitation with the assistance of the procurement and budget officer or designee if needed (for example, recovering equipment from the vendor, completing, and evaluating the purchase, making sure all bills are paid and the purchase file is complete, and forwarding suggestions for improvements to the town administrator or designee). The appropriate staff may notify the vendor of applicable suggestions and comments. This is the final phase of the purchasing cycle and begins at the point a contract or purchase order is executed. The objective of contract administration (user department and town administrator or designee) is to ensure that the vendor complies with the contract. Only then can the public be sure that it received what it paid for.

The common types of contract types are as follows:

- (1) — *Multi-term contracts.* A contract for commodities or services may be entered into for any specified period of time deemed to be in the best interests of the town, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.

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- (2) ~~Multiple source contracting.~~ A multiple source award is an award of an indefinite quantity contract for one (1) or more similar supplies or services to more than one (1) bidder or offeror. The town shall not be held responsible for any invoice, change or claim of whatever charge or nature unless the purchase of goods or services is approved in accordance with procurement code.
- (3) ~~Open end contracts.~~ The town administrator or designee shall issue open end contracts as necessary and reasonable, based on competitive pricing. Except as otherwise required by state law, the estimated annual usage shall govern the proper authority for awards of these contracts.
- (4) ~~Contract terms.~~ Contracts shall contain such terms and conditions necessary to protect the interests of the town, and as may be required by law, including, but not limited to, insurance, indemnification, liquidated damages, bonding and termination, with and without cause.
- (c) ~~Renewal of contract.~~ Unless otherwise provided by law, a contract for commodities or services may be entered into for any period of time deemed to be in the best interest of the town, provided the term of the contract and conditions for renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the renewal. (See exhibit 3, contract renewal form.)
- (d) ~~Extension of contract.~~ Extension of a non chartered official contract shall be in writing for a period not to exceed a cumulative total of two (2) years and shall be subject to the same terms and conditions set forth in the initial contract.
- (e) ~~Termination of contract.~~ Generally, a contract can only be terminated under conditions specified within it. Contracts can be terminated for non performance (default) if, after being notified, the vendor fails to comply with the terms of the contract. Contracts may also be terminated for convenience by the town, to cover unforeseen circumstances, where commodities or services are no longer needed, as a result of budgetary constraints, or for any other reason(s) including defamation/slander deemed to be in the town's best interest, and in its sole discretion.

{Ord. No. 2022-005, Exh. A(5.0), 2-10-2022}

Sec. 2 206. Change orders.

Any change in the contract price, scope of work or time for completion of any project following the award of a contract by the town council shall be by a written change order, approved by the town administrator or designee. Change orders must be executed by the town administrator. change orders must be executed by the town with the same formalities of the initial contract. Town council approval is required for change orders equal to or greater than twenty five thousand dollars (\$25,000.00). A reduction in dollar value/rates or minor changes in specifications, terms or conditions that do not increase the cost, time for completion or scope of the project may be approved in writing by the town administrator without formal council approval. The requesting department shall create a purchase order for the change order amount after the change order is approved.

{Ord. No. 2022-005, Exh. A(6.0), 2-10-2022}

Sec. 2 207. Competitive bidding and other procurement methods.

- (a) ~~When a one time purchase or an accumulation of multiple purchases for a specific commodity or service (whether over a period of one (1) year or over a period that spans the fiscal year) is more than level 3, user departments are expected to consult with the town administrator or designee for competitive bidding or alternative options.~~
- (1) ~~Purchases of materials, supplies, equipment, and contracted services within level 4 will normally be acquired through competitive bidding.~~

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(2) ~~The only exceptions permitted to this policy are those authorized in the procurement code. Typical purchasing methods include the following:~~

- a. ~~Request for quotation (RFQ): A solicitation process not publicly advertised which commonly involves standard well defined commodities or services for costs below level 4. A response to an RFQ by a prospective vendor is not considered intent to award and does not form a binding contract.~~

~~Department head will ensure vendor completes, if applicable, and returns the following forms and is approved by procurement before authorizing purchase.~~

- ~~1. Current W-9 IRS form.~~
- ~~2. Vendor application.~~
- ~~3. Sunbiz incorporation information (Florida Department of State Division of Corporations, www.sunbiz.org).~~
- ~~4. E-Verify memorandum of understanding registration certificate.~~
- ~~5. General terms and conditions.~~
- ~~6. 2 CFR 200 checklist if required for purchase.~~

- b. ~~Request for information (RFI): Made typically during the project planning phase where town staff cannot clearly identify product requirements, specifications, and purchase options. RFIs clearly indicate that award of a contract will not automatically follow. Information gathered through an RFI is commonly used to create a solicitation document.~~

- c. ~~Invitation for bid (IFB): A sealed bid process which means a written solicitation for competitive sealed bids with the title, date and time of the public bid opening designated and specifically defining the commodity, group of commodities, or services for bids that are sought.~~

- d. ~~Request for proposal (RFP): Structured competitive sealed proposals provide for full competition among offerors. The competitive sealed proposals method allows evaluation of other important and complex factors as well as price, such as experience, past performance, approach to the problem posed by the town, etc. Price need not be the most important evaluation criterion in the evaluation, and award is not necessarily determined by the lowest price offered. The evaluation criteria must be weighted and included in the terms of the solicitation.~~

- e. ~~Consultants' competitive negotiation act (CCNA): Request for letters of interest (RLI). Where applicable, the town adheres to the procedures established by F.S. § 287.055 "Consultants' Competitive Negotiation Act" (CCNA). It is utilized specifically to select "professional" services, including architect, engineer, landscape architect, or land surveying or mapping services, and using an RLI.~~

~~It is a two-step method with selection of a vendor made by merit or qualifications first without consideration of price, followed by negotiation of a contract with the firm determined by the town to be the most qualified.~~

~~Firm(s) desiring to provide professional services for a project with the town shall timely submit letters of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, financial strength and other information required by the RLI necessary for evaluation.~~

~~In cases where the CCNA is not applicable based on monetary thresholds, or the type of the service to be provided, procurement of professional services will be made in accordance with the procurement code and may utilize an RLI process where separately sealed price proposals are~~

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submitted. In such cases, a selection committee shall short list no fewer than three (3) vendors based upon qualifications and rank the vendors based upon merit, qualifications, and the price proposals which shall be opened after the short listing. In the event that the town receives fewer than three (3) proposals, the committee shall evaluate and rank the responsive proposals received. Negotiation of price is not required. Nothing herein shall be construed as precluding the town from using a two-step contracting method, and where not otherwise prohibited by applicable law.

- f. ~~Construction services:~~ The procurement of and construction services shall be in accordance with the procurement code and where applicable, the town shall also adhere to the requirements established by F.S. §§ 255.0525 and 255.20.
- g. ~~Design-build professional services:~~ Where the town desires one (1) firm to be responsible for both design and construction services, the firm shall be selected and contracted pursuant to F.S. § 287.055.
- h. ~~Construction management at risk:~~ This is a method used to procure a construction manager, and which may result in a guaranteed maximum price for construction and time for completion. Such procurements shall be in accordance with the procurement code and in any manner permitted by the F.S. §§ 255.103 and 287.055 or F.S. § 255.20.
- i. ~~Value engineering:~~ Contractor may request substitution of materials, articles, pieces of equipment, or any changes that reduce the contract price by making such request in writing. Town will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without town's prior written acceptance by a change order or an approved shop drawing. In no event will any substitution accepted by town result in an increase in the contract price or contract time. By making a request for substitution, contractor agrees to pay directly to town all town's fees and charges related to town's review of the request for substitution, regardless of whether the request for substitution is accepted by town. Any substitution submitted by contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in contract price including town review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between contractor and town and shall be processed as a deductive change order. Town may require contractor to furnish, at contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this contract.

(Ord. No. 2022-005, Exh. A(7.0), 2-10-2022)

Sec. 2-208. Competitive bid procedure.

(a) ~~General guidelines.~~

- (1) ~~General requirements.~~ The following procedures shall be used for purchases within level 4. The town administrator shall be responsible for determining the procurement method (IFB, RFP or RLI) to be used for a particular procurement. The solicitation document should include, at a minimum, the purchase requisition form (exhibit 16):
 - a. ~~The purchase description; and~~
 - b. ~~Specifications covering the item(s) needed; and~~
 - c. ~~Terms and conditions of the proposed contract; and~~
 - d. ~~General and special instructions to bidders, including the manner in which bids are to be submitted and the criteria for evaluating them; and~~

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- e. ~~Price sheets for the vendors to submit prices for the items requested and price increases for renewal years; and~~
- f. ~~An offer and acceptance sheet for the vendor to sign its bid; and~~
- g. ~~The date, time, and location where bids or proposals will be accepted; and~~
- h. ~~All responsive/deemed responsible bids are to be valid for a minimum of one hundred twenty (120) days after bid opening.~~

~~(2) Selection and negotiation committees.~~

- a. ~~Where a selection committee (SC) or selection and negotiation committee (SNC) is required, the town administrator shall appoint the committee members. Town council members shall not serve on either a SC or a SNC. Selection committees shall have a minimum of three (3) and a maximum of five (5) members and be comprised by an odd number of members. For three (3) member committees, at least one (1) member shall be a town employee, and for five (5) member committees, at least two (2) members shall be town employees. Except as provided in this subsection, no person other than town employees may serve on a SC or SNC. Persons from the private sector may be appointed as members of committees when contractual arrangements require the participation of the private sector. Persons who are experts in certain areas may also be appointed to serve on committees. Additionally, representatives of the Broward County Chapter of the Florida Engineering Society and the AIA Fort Lauderdale may be appointed as members of committees for projects in which such local construction knowledge and experience is applicable. All committee members shall be free of conflicts of interest as provided in F.S. pt. III, ch. 112, as amended to the extent made applicable to the town.~~
- b. ~~Department staff involved in the purchase and the procurement and budget officer, or designee shall assist the SC or SNC with respect to background and reference checks, confirmation of responsiveness, coordination of meetings and other administrative tasks as may be necessary. The office of the town attorney shall provide advisory legal assistance to the committee. A majority of the members of the committee shall constitute a quorum, except in no event shall a quorum be less than three (3) members. Once a quorum is established, a committee meeting may start without regard to the absence of any other committee member. Appearance by telephone or conference call, as may otherwise be provided in this code shall be permitted to achieve a quorum. Physical presence of committee members is required during any meetings wherein presentations or question and answer sessions are conducted with vendors and for ranking decisions. A committee member who is not present during a majority of the presentations or question and answer sessions shall not vote on the ranking itself. Portions of meetings of the SC or SNC shall be exempt from the Sunshine Law in accordance with F.S. § 286.0113.~~
- c. ~~If no contract negotiation is required, the town administrator may proceed to present the ranking and award recommendation to the town council. If negotiation is required with the top ranked firm, the committee shall proceed to meet with the top ranked firm as soon as practicable in accordance with the standard procedures set forth in this subsection. Alternatively, if negotiation by a committee is not required, and as may be provided in the solicitation, the town may designate a purchasing negotiator, who assisted by town staff, will attempt to negotiate a contract with the first ranked/highest evaluated vendor. The negotiated contract will be forwarded by the purchasing negotiator to the town administrator for final consideration by the awarding authority.~~

~~(3) Code of silence.~~

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a. ~~Defined. "Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for letters of interest ("RLI") or invitation for bid ("IFB"), between:~~

- ~~1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant;~~
- ~~2. The town council members, town's professional staff including, but not limited to, the town administrator and his or her staff, or any member of the town's selection or evaluation committees.~~

b. ~~Restriction; notice. A cone of silence shall be imposed upon each IFB, RFP and RLI, from the time of the advertisement or during such other procurement activities as declared by the town council. At the time of imposition of the cone of silence (exhibit 19), the town administrator shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The town administrator or designee shall issue a written notice thereof to the affected departments, file a copy of such notice with the official procurement file, with a copy thereof to each town council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this subsection. Except as set forth in subsection d., during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:~~

- ~~1. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and~~
- ~~2. The town administrator or any person or group of persons appointed or designated by the town council or the town administrator to evaluate, select, or make a recommendation to the town council or the town administrator regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.~~

c. ~~Termination of cone of silence. The cone of silence shall terminate at the time the town council takes final action or gives final approval of a contract, or in the event the town administrator rejects all bids or responses, to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process. However, if the town council refers the solicitation back to the administrator, staff or committee for further review, the cone of silence shall be reimposed until such time as the administrator makes a subsequent written recommendation and commencement of the subsequent council meeting.~~

d. ~~Exceptions to applicability. The provisions of this section shall not apply to:~~

- ~~1. Oral communications at pre-bid conferences;~~
- ~~2. Oral presentations before selection or evaluation committees;~~
- ~~3. Public presentations or comments made to the town council when the solicitation is on a duly noticed agenda;~~
- ~~4. Communications in writing with the town employee designated by the solicitation. The bidder or proposer shall file a copy of any written~~

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communication with the procurement and budget officer or designee. The procurement and budget officer or designee shall make copies available to any person upon request;

5. Communications regarding a particular RFP, RLI or IFB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the town employee designated responsible for administering the procurement process for such RFP, RLI or IFB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the town attorney and his or her staff;
7. Duty noticed site visits to determine the competency of bidders or proposers regarding a particular solicitation during the time period between the opening of bids or proposals and the time the town administrator makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Town Code;
9. Responses to the town's request for clarification or additional information;
10. Contract negotiations during any duty noticed public meeting;
11. Communications to enable town staff to seek and obtain industry comment or perform market research; provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the town's professional staff including, but not limited to, the town administrator and his or her staff are in writing or are made at a duty noticed public meeting.

e. ~~Penalties.~~ Prior to an award, violation of this section shall result in the disqualification of the bidder or proposer from further consideration. After an award, discovery of a violation by a particular bidder or proposer shall render any RFP award, RLI award or bid award to said bidder or proposer voidable by the town, and in the town's sole discretion.

(4) ~~Public notice.~~ Unless pre-authorized by the town administrator, public notice of formal competitive solicitations shall be given adequate time prior to the date set forth in the notice for the opening of bids and proposals. Such notice shall be given by posting on line, and by advertising service or publication in a newspaper of general circulation in the town. The notice shall state the place, date and time of the bid or proposal opening. The notice requirements may be altered when required by applicable state statutes.

a. ~~Bid and proposal submission.~~ Bids, proposals and responses to competitive solicitations shall be submitted online via the EBidding platform as per the town's website. Bids, proposals, or responses submitted by fax or email shall not be accepted. Additionally, bids, proposals, or responses which are in pencil shall not be accepted.

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- ~~1. When required by the solicitation, a pre-bid or pre-proposal meeting may be held after the issuance of the solicitation and before the bid or proposal due date, and in accordance with the solicitation.~~
- ~~2. Bids and proposals shall be opened publicly by the town administrator or designee and shall be witnessed by any person duly authorized by the town administrator at the time and place designated in the public notice of the solicitation. Persons in attendance at all bid meetings shall be documented by sign-in sheet.~~
- ~~3. For all proposals, a register of proposals shall be prepared and maintained by the procurement and budget officer or designee containing the name of each offeror.~~
- ~~4. No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder or offeror.~~
- ~~5. Where applicable, selection committee meetings must be publicly noticed, convened and recorded within reasonable time from the opening and in accordance with the solicitation and F.S. §§ 286.011 and 286.0113. Notwithstanding anything herein which may be construed to the contrary, information which is exempt from public inspection or copying pursuant to F.S. § 119.071, shall not be disclosed during bid or proposal opening, and shall be maintained as exempt unless and until disclosure is required or permitted by law.~~

~~(Ord. No. 2022-005, Exh. A(8.0), 2-10-2022)~~

~~Sec. 2-209. Receipt and control of bids and proposals.~~

~~(a) — Guidelines:~~

- ~~(1) All sealed bids/proposals and responses to RFI's shall be submitted online using the E-Bidding platform as per the town's website. Late bids/proposals will not be accepted. The town may choose to use in-person submission if necessary.~~
- ~~(2) The modification or withdrawal of bids/proposals is permitted at any time before opening, but only upon written request by an authorized representative of the bidder/proposer. The designated purchasing staff shall conduct the bid/proposal opening as follows:~~
 - ~~a. Identify the transaction being conducted.~~
 - ~~b. Open bids/proposals and read in any order.~~
 - ~~c. Announce and read aloud by title or reference number of the solicitation and the name of each bidder/proposer.~~

d. ~~Bids or proposals received shall be tabulated as soon as practicable. The tabulation shall contain the name of each offeror and may include any other information necessary to determine responsiveness.~~

e. ~~To the extent required by F.S. § 255.0518, bid openings for construction or repairs on a public building or public work will be opened at a public meeting, and the name of each bidder and the price submitted shall be announced.~~

(3) ~~The town administrator shall have the authority to reject any bid, proposal or response as non-responsive, and to waive minor irregularities.~~

(4) ~~The town may accept a voluntary reduction from a low bidder/offeror after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may not be used to ascertain the lowest responsive/responsible bid. In the event that all bids for a construction project exceed available funds, as determined by the town administrator, the town administrator is authorized, where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate, or to designate a person to negotiate for the town, an adjustment of the bid price, including changes in the bid requirements of the low, responsive and responsible bidder, in order to bring the bid within the amount of available funds.~~

(5) ~~Errors in extension of unit prices or in mathematical calculations in bids may be corrected by the town prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed. A bidder may be permitted to correct clerical errors, in the sole discretion of the town, where the error is a minor technicality or irregularity, and when the intended bid amount is ascertainable from the bid document itself. The terms of the solicitation may prescribe that the total bid amount shall control, notwithstanding inclusion of unit prices.~~

(b) ~~Modification and withdrawal of bids. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the procurement and budget officer or designee at any time prior to the deadline for submitting bids. A request for withdrawal and modification must be in writing and signed by a person duly authorized to do so, and in a case where signed by deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. After expiration of the period for receipt of bids, no bid may be withdrawn or modified. If, prior to acceptance of a bid or proposal, a bidder claims a mistake in pricing and requests to withdraw its bid or proposal, the decision as to whether to permit withdrawal will be made by the town administrator, and in the town's sole discretion. In determining whether to permit a bidder to withdraw its bid or proposal, the bidder shall provide such information, including but not limited to, sworn statements which may be requested by the town.~~

(c) ~~Modification to solicitation documents. Any modification of the invitation to bid, request for proposals, or request for letters of interest made prior to the submittal deadline to those solicitation documents shall be by addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided.~~

(d) ~~Bid documents become property of the town. All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the town and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the town. The costs of bid preparation shall be borne solely by the vendor.~~

(e) ~~Authority to award to second low bidder. If within one hundred twenty (120) days after bids are opened, or any period bids are required to remain open for acceptance pursuant to the solicitation, the contract with the initial awardee is canceled, the awarding authority may elect to award the contract to the next low responsive and responsible bidder.~~

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(f) ~~Retention and storage of procurement files.~~ Any and all procurement determinations relating to the solicitation, award or performance evaluation of bids or proposals shall be maintained by the town in accordance with state records retention guidelines.

All procurement records shall be retained and disposed of by the town in accordance with records retention guidelines and schedules approved by the division of archives of the state. If a contract is funded, in part or in whole, by another agency, then all procurement records pertaining to that contract shall be maintained for the time specified in the funding contract.

(Ord. No. 2022-005, Exh. A(9.0), 2-10-2022)

Sec. 2-210. Bid security and performance bonds.

(a) ~~Bid security/bond or other forms of bid or proposal security shall be required on all competitive sealed bidding or requests for proposals for construction, design build, or other solicited project contracts when the price for the project is estimated to exceed one hundred thousand dollars (\$100,000.00). The bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, certified check, cashier's check, irrevocable letter of credit or an alternate form of security for the same purpose subject to the same conditions and in a form acceptable to the town as bid security. Nothing herein shall prevent the requirement of such bonds on construction contracts under two hundred thousand dollars (\$200,000.00) and in the sole discretion of the town. The amount of the bid security shall be determined by the town administrator or designee and set forth in the solicitation.~~

(b) ~~The bid or proposal security of unsuccessful bidders or offerors will be returned within a reasonable time after the bid or proposal opening (but not before recommendation of award). The bid or proposal security of the successful or offerors and those bidders or proposers who may be , the procurement value shall be defined as the total anticipated cost of the acquisition or project, including any reasonably susceptible of an award, will be retained until such successful bidder or offeror has executed the contract and furnished the required certificate(s) of insurance and payment and performance bonds. anticipated options or contingencies.~~

(c) ~~If the successful bidder or offeror fails to furnish the required certificate(s) of insurance and payment and performance bonds or fails to execute and deliver the contract to the designated town employee, within the time specified in the instructions to bidders or offerors, the town will annul the notice of award and the entire sum of the bid or proposal security shall be forfeited.~~

(d) ~~Early withdrawal of any bid or proposal by offeror without approval by the town shall result in proposal security being forfeited. Unless otherwise specified in the IFB or RFP, bids and proposals may not be withdrawn for a period of one hundred twenty (120) days from the opening.~~

(e) ~~Payment and performance bonds are mandatory for all construction contracts in excess of two hundred thousand dollars (\$200,000.00). The following bond or security shall be delivered to the town and shall become binding on the parties upon the execution of the contract:~~

(1) ~~A payment and performance bonds each in an amount equal to one hundred ten (110) percent of the price specified in the contract and conditioned that:~~

a. ~~The contractor shall promptly make payments: to all persons (as defined in F.S. § 713.01) who furnish labor, materials, supplies, equipment, or commodities used directly or indirectly in the performance of the work provided for in the contract; and~~

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- b. ~~The contractor shall perform the contract in the time and manner prescribed in the contract; or~~
- c. ~~In lieu of payment and performance bonds, the town, in its sole discretion, may accept cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative form of security, in the amount of one hundred ten (110) percent of the contract price. Such alternate form of security shall be for the same purpose and shall be subject to the same conditions as a performance bond and payment bond. All bonds shall be in conformance with F.S. §§ 255.05 and 287.0935.~~

- (f) ~~Reduction of payment and performance bond amounts. Except where required by F.S. § 255.05, and after notice to the town council, the town administrator or designee is authorized to reduce the amount of performance and payment bonds to fifty (50) percent of the contract price for each bond when a written determination is made by the town administrator or designee and that it is in the best interests of the town to do so. Nothing in this section shall be construed to limit the authority of the town to require a performance bond, payment bond, or other security in addition to those bonds referenced in this code.~~
- (g) ~~Insurance. For construction and other services contracts, the solicitation should specify the amount of insurance and coverage requirements.~~
- (h) ~~Authority to require additional bonds. Nothing in this section shall be construed to limit the authority of the town to require a performance bond, payment bond, or other security in addition to those bonds, or in circumstances other than specified in piggybacks, cooperatives, or in this article.~~

(Ord. No. 2022-005, Exh. A(10.0), 2-10-2022)

Sec. 2-211. Cancellation and rejection of bids and proposals.

- (a) ~~An invitation for bid, a request for proposal or other solicitation may be cancelled or any or all bids/proposals may be rejected in whole or in part when it is in the best interest of the town. Each solicitation shall generally contain a notice of the foregoing. Notice of cancellation shall include posting in the Town Hall and/or posting to the town website.~~

~~The town may reject any bid or proposal for any of the following reasons:~~

- (1) ~~If the evidence submitted by the bidder or offeror or if the investigation of such bidder or offeror fails to satisfy the town that such bidder or offeror is properly qualified or responsible to carry out the obligations and to complete the work contemplated therein. In determining whether a bidder or offeror is responsible, the town shall have the authority, in its sole discretion, to consider matters such as past performance, references, litigation history, criminal records, prior and pending claims and disputes with the town or other public agencies, including relevant information as to the bidder or offeror's affiliated entities and principals, and such other matters as may be deemed relevant in determining responsibility.~~
- (2) ~~If there is reason to believe collusion exists among bidders or offerors.~~
- (3) ~~If the bid or proposal is not responsive, not properly delivered, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The town reserves the right to waive such technical errors as may be deemed in the best interest of the town.~~

- (b) ~~Reserved rights. The town council reserves the right to reject any and all bids, proposals or other offers to furnish professional or contractual services. The town shall indicate this reservation in all solicitations for contractual or professional services. If the town finds it necessary to reject all bids, proposals or offers, a written statement to this effect shall be placed in the bid/proposal file, and the bidders/proposers shall be~~

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notified. The town may then republish the notice seeking goods, services or professional services, with any appropriate modifications at the direction of the town council.

(Ord. No. 2022-005, Exh. A(11.0), 2-10-2022)

Sec. 2-212. Evaluation and selection.

- (a) ~~The evaluation and selection process shall be in accordance with the solicitation document and will focus on the criteria for contract award: the general criteria (established in statute, ordinance or rule, if applicable) and the specific criteria enumerated in the solicitation that are applicable to the particular purchasing involved.~~
- (b) ~~For selection committee or selection and negotiation committee meetings that do not involve any type of presentation by the proposers or ranking decisions, and in cases of hardship, committee members may participate by telephone, provided that a quorum is otherwise achieved by the physical presence of other committee members. Except where provided by F.S. § 286.0113, committee meetings are to be open to the public and shall be posted as such in Town Hall and/or on the town website. Meetings shall be recorded by the procurement and budget officer or designee. Committee meetings shall not be construed as public hearings; such that public comment is not required.~~
- (c) ~~A scoring system will be used to document individual evaluations and as set forth in the solicitation. Discussions or presentations may be conducted with responsive and responsible offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for purposes of clarification and to assure full understanding of the proposal, and as may otherwise be provided in the solicitation. Such discussions or presentations may be limited to those proposers who have been short-listed or otherwise qualified. Where applicable, committees may also conduct negotiation strategy sessions and negotiation sessions with the top ranked firm in accordance with the solicitation document and F.S. § 286.0113.~~
- (d) ~~For IFBs, contract awards shall be made to the lowest, responsive and responsible bidder whose bid is determined in writing to be the most advantageous and best value to the town.~~
- (e) ~~For RFPs or RLLs, the selection committee will recommend the proposed award of contract to the town administrator for his review and concurrence prior to submission to the town council for approval. The town council shall have final decision-making authority to award a contract, or to reject all bids or proposals, and as may be in the best interest of the town.~~
- (f) ~~Competitive selection for services subject to CCNA; design-build projects.~~
 - (1) ~~Where applicable, all contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, F.S. 287.055, as amended, from time to time, shall be awarded in accordance with the procedures set forth in that Act, this article, and any town procurement procedures adopted in furtherance of that Act.~~
 - (2) ~~The town will appoint a SNC to evaluate each letter of interest submitted regarding qualifications and performance ability. The SNC shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms, (unless fewer than three (3) letters of interest/proposals are submitted then all firms may be required to provide presentations) regarding their qualifications, approach to the project, and ability to furnish the required services. The SNC will thereafter rank the firms.~~
 - (3) ~~Design-build projects.~~
 - a. ~~The town administrator or in consultation with the town council, shall evaluate and determine whether to utilize the design-build procurement method for a particular project. If this method is selected, the town will prepare a design criteria package or procure a design criterion~~

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professional to prepare the design criteria package in accordance with F.S. § 287.055. The town administrator or designee shall also determine whether the selection procedure will be a qualifications-based selection process as specified by F.S. § 287.055, or a competitive proposal-based process utilizing a RFP. The solicitation document shall provide the specific terms and procedures to be utilized for the particular project.

- b. ~~Qualifications-based selection.~~ If the town utilizes a qualifications-based process, an appropriately licensed design professional shall be employed or retained by the town to serve as the town's representative during the selection process. Further, the top-ranked firm which enters into a contract will be, subsequent to competitive negotiations, required to establish a guaranteed maximum price and guaranteed completion date.
- c. ~~Competitive proposal selection.~~ If the town utilizes a competitive proposal selection process for the procurement of a design-build firm, in addition to the other applicable terms, and conditions and procedures set forth in this article, the process and the advertised RFP shall include:
 - 1. ~~The preparation of a design criteria package for the design and construction of the public construction project, and which shall be prepared prior to the RFP.~~
 - 2. ~~The qualification and selection (short listing) of no fewer than three (3) design-build firms as the most qualified, based upon qualifications, availability, and past work of the firms, including the partners or members thereof.~~
 - 3. ~~The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.~~
 - 4. ~~The solicitation of the competitive proposals, pursuant to the design criteria package, from these qualified design-build firms and the evaluation of the responses or bids submitted by those firms shall be based on the evaluation criteria and procedures established and incorporated within the RFP.~~
 - 5. ~~For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the town of the detailed working drawings of the project, and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional. The design criteria professional shall attend the meetings of the selection committee in order to provide assistance with the evaluation of the responses.~~
 - 6. ~~In the case of public emergencies, the town administrator may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time, and in accordance with the procurement code.~~

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(g) ~~The town administrator shall have the authority to remove and replace a selection committee member for cause, such as failure to attend scheduled meetings or inability to serve on the committee, or for other unforeseen circumstances.~~

(Ord. No. 2022-005, Exh. A(12.0), 2-10-2022)

Sec. 2-213. Bid protests.

(a) ~~Prospective bidder(s) or offeror(s) may file an administrative protest in writing to the town clerk's office challenging specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFB, RFP or RLI by the town clerk's office.~~

~~A bidder or offeror, in connection with and prior to awarding of any contract, shall file an administrative protest in writing with the town clerk's office within five (5) days (excluding weekends and legal holidays) after posting of the recommended award, for public viewing at the town clerk's office. It is the responsibility of all bidders, proposers, offerors, or contractors affected by the proposed award of contract to review public postings on the town website and publicly located in Town Hall. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing as established by applicable state statutes and interpretive Florida case law. Protests filed by a bidder or offeror which does not have standing may be summarily denied without a formal decision.~~

(b) ~~A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.~~

(c) ~~Protestors shall file their written protests with the town clerk's office between the hours of 9:00 a.m. and 5:00 p.m. Written protests shall contain, at a minimum:~~

- ~~(1) The name of the petitioner;~~
- ~~(2) The petitioner's address and phone number, and fax number;~~
- ~~(3) The name of the petitioner's representative, if applicable;~~
- ~~(4) The name and bid number of the solicitation;~~
- ~~(5) A plain and clear statement of the facts and grounds upon which the protest is based; and~~
- ~~(6) A specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.~~

(d) ~~An administrative written protest is deemed filed with the town when it is delivered to and received by the town clerk's office. Delivery to and receipt by any other town staff member or officer is not valid.~~

(e) ~~Failure to file a timely formal written protest within the time period specified shall constitute a conclusive waiver by the vendor of all rights of protest under this protest procedure and shall thereafter prevent any judicial review. Additionally, grounds not raised in any administrative protest shall be deemed waived in any town protest procedure and/or in any subsequent judicial review.~~

(f) ~~In the event of a timely administrative protest, the town shall not proceed further with the solicitation or award of the bid/contract until all administrative remedies have been exhausted or until the town administrator determines to award the bid contract without delay in order to protect the public health, welfare or safety.~~

(g) ~~Within seven (7) days (excluding weekends and legal holidays) of receipt of the formal written protest, the town administrator or designee shall attempt to settle or resolve the dispute. If the administrative protest is not resolved by mutual agreement, the town administrator shall render a written decision. A copy of the decision shall be sent by certified mail, return receipt requested, or otherwise furnished, to the protestor.~~

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(h) ~~Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, or contractor. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.~~

(i) ~~In order to help defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee upon filing the protest shall result in an automatic denial of the protest. In the event that a fee is timely paid, and the protest is denied, the town shall retain the filing fee. In the event that the protest is granted, then one half (½) of the filing fee shall be refunded to the protestor.~~

(b) Amendments or modifications shall be approved in accordance with the approval authorities established by this Article.

Table 2 – Contract Authority (Multi-Year Agreements)

<u>Estimated Contract Amount</u>	<u>Multi-Year Agreement</u>	<u>Filing Fee</u>	<u>Approval Authority</u>
Up to \$250,000.00		\$2,000.00	
\$250,001.00—\$500,000.00		\$4,000.00	
\$500,001.00—\$5,000,000.00	<u>Annual expenditure does not exceed \$25,000 and total contract term (including renewal options) does not exceed three (3) years</u>	\$6,000.00	<u>Town Administrator or Designee</u>
Over \$5,000,000.00	<u>Annual expenditure exceeds \$25,000 or total contract term (including renewal options) exceeds three (3) years</u>	\$10,000.00	<u>Town Council</u>

~~(Ord. No. 2022-005, Exh. A(13.0), 2-10-2022)~~

Sec. 2-214. Award of contract.

~~(a) — Award of~~ (a) Annual expenditure is defined as the anticipated compensation payable during any single contract year.

~~(b) Total contract—The term includes the initial contract term and all renewal options authorized in the original solicitation and contract.~~

~~(c) Renewal options may be exercised administratively provided the exercise of the renewal does not result in the agreement exceeding the approval authority established in Table 2.~~

~~(d) Amendments or modifications shall be awarded with reasonable promptness approved in accordance with the requirements and approval authorities established by this Article.~~

(e) Renewal pricing adjustments expressly authorized in the original solicitation and contract shall not require additional approval solely because such adjustments cause the annual expenditure to exceed the applicable approval threshold.

B. Competition Requirements

(a) Quotes may be written, electronic, or otherwise documented in a manner acceptable to the Town. For individual purchases of less than \$1,000, a verbal quote may be obtained, provided the quoted price is documented as part of the purchasing or payment record.

(b) Formal Competitive Procurement methods may include, but are not limited to, Invitations for Bid (IFB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Requests for Letters of Interest (RLI), or other procurement methods authorized by the Town Administrator and consistent with Florida law. The procurement methods identified in this section are subject to the exemptions and alternative procurement methods authorized elsewhere in this Chapter.

(c) Professional services subject to the Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes, shall be procured in accordance with applicable law.

(d) The Town reserves the right to reject any or all responses, waive minor informalities or irregularities, cancel or reissue solicitations, or take any other action determined to be in the best interest of the Town and consistent with applicable law.

Sec. 2-202. Exemptions and Emergency Purchases.

(a) The Town Administrator may exempt purchases from competitive procurement requirements when authorized by applicable law or when determined to be in the best interest of the Town.

(b) Exempt purchases may include, but are not limited to:

1. Emergency purchases;
2. Sole source and other noncompetitive procurements supported by written justification;
3. Purchases made pursuant to competitively awarded governmental contracts, cooperative agreements, or other contracts lawfully available for use by the Town;
4. Purchases required to comply with grant funding requirements or governmental mandates;
5. Purchases involving specialized, professional, artistic, educational, governmental, or unique services or commodities for which competitive procurement is determined to be impractical or not advantageous to the Town;

6. Purchases, renewals, maintenance agreements, subscriptions, upgrades, or related services associated with existing proprietary software, technology platforms, or systems when the Town Administrator determines that standardization, compatibility, interoperability, operational continuity, data integrity, cybersecurity, or migration costs make competitive procurement impractical or not in the best interest of the Town.

(c) Purchases exempted from competitive procurement requirements shall remain subject to the applicable approval authority requirements of this Article, including Town Council approval when required

(d) Emergency purchases may be authorized when an immediate threat exists to public health, safety, welfare, property, or the continuation of governmental operations.

(e) The Town Administrator shall document the basis for exempt or emergency procurements in accordance with administrative procedures.

(f) Administrative procurement procedures may further identify exempt purchase categories and related documentation requirements consistent with this Article.

Sec. 2-203. Contract Authority.

(a) Contracts and purchase orders shall be executed in the manner required by the Town Charter and applicable law.

(b) Town Council approval shall be required for contracts and procurements with a reasonably anticipated fiscal year cost exceeding \$50,000. Contracts and procurements at or below \$50,000 in a fiscal year may be approved administratively in accordance with this Article.

(c) The Town Administrator may execute contracts and purchase orders within the authority delegated by this Article.

(d) The Town Administrator may approve contract renewals and extensions when authorized by the original contract and determined to be in the best interest of the Town.

Sec. 2-204. Change Orders.

(a) The Town Administrator may approve change orders consistent with available budget authority and applicable law.

(b) Change orders equal to or greater than \$50,000 shall require Town Council approval, unless otherwise authorized or required by applicable law.

Sec. 2-205. Evaluation and Award.

(a) Contracts shall be awarded to the responsive and responsible vendor determined to be in the best interest of the Town.

(b) The Town may establish procurement-specific requirements within solicitation and contract documents. Failure to comply with applicable procurement requirements may result in rejection, disqualification, determination of non-responsiveness, or other action deemed appropriate by the Town.

(c) The Town may consider factors including qualifications, experience, price, past performance, schedule, and other criteria set forth identified in the solicitation or invitation for bid except as otherwise provided herein.

- ~~(1) Town administrator shall approve/sign off on selection committee's recommendation prior to notice of intent to award.~~
- ~~(2) The intended award of contract and the date that the contract will be presented to the town council shall be publicly noticed in the Town Hall and/or on the website; it is the responsibility of the bidders/proposers to review this information.~~
- ~~(3) An agenda item will be prepared by the requesting department in coordination with the town clerk's office, and procurement and budget officer. Any contracts shall be signed by the recommended awardee and included in the agenda item, prior to the item being brought to the town council.~~
- ~~(4) Upon award, a fully executed contract, purchase order, notice to proceed, and, if applicable, a final notice of award are sent to vendor.~~

~~(b) Tie bids. If two (2) or more bidders or proposers are tied, the tie may be broken and the successful bidder or proposer selected by the following criteria presented in order of importance and consideration. The following criteria shall not apply in instances where federal or state grant requirements, or other applicable law, provide for an alternative method to break such a tie.~~

- ~~(1) Quality of the items or services bid or proposed if such quality is ascertainable.~~
- ~~(2) Location of the vendor with the following award preferences:
 - ~~a. A local bidder with a primary business location within the Southwest Ranches.~~
 - ~~b. A local bidder with a primary business location within Broward.~~
 - ~~c. A bidder with a primary business location within the state.~~~~

~~If the above criteria are impossible to determine with any reasonableness or do not resolve the tie, the award will be given to that bidder or proposer whose bid or proposal was received earliest in time by the town as indicated by the time clock stamp impressed upon the bid/proposal envelope of each bidder or proposer. In the event that preference for location of the vendor is utilized, the town may require an affidavit or other documentation, in the town's sole discretion, to confirm the vendor's location.~~

~~The town may suspend agreements or awards of contract for a period not to exceed sixty (60) days following a determination by the town administrator that there has been a material deviation by the most responsible bidder from the requirements of the solicitation. Any suspension of contract shall be provided in writing to the affected vendor within five (5) working days of such determination. The town reserves the right to obtain the goods or services which are the subject of the agreement or contract from alternate sources during the suspension period. All contracts approved by the town council shall be canceled or revoked only after specific town council action.~~

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~~(c) —Request for proposals procedure and request for letters of interest procedure. The award shall be made to the responsible offeror whose proposal is determined in writing, to be the most advantageous to the town taking into consideration, price and the evaluation factors and criteria set forth in the request for proposals or request for letters of interest. The town's contract files shall contain the basis on which the award is made. The writing may be a general summary of the solicitation process and include minutes of the selection committee meetings, if applicable.~~

~~(Ord. No. 2022-005, Exh. A(14.0), 2-10-2022)~~

(d) Evaluation committees may be utilized when determined appropriate by the Town Administrator. The Town Procurement Officer shall serve as the facilitator of the evaluation committee. Evaluation committee members shall be appointed by the Town Administrator, shall consist of not fewer than three (3) individuals, and shall consist of Town employees. The Town Administrator may appoint outside subject matter experts possessing knowledge, experience, or expertise relevant to the procurement when determined beneficial to the Town. Elected officials shall not serve as members of evaluation committees or participate in committee deliberations or evaluations consistent with applicable law.

(e) The Town Administrator or Town Procurement Officer may conduct discussions, negotiations, requests for clarification, best and final offers, scope refinements, and related procurement activities when determined to be in the best interest of the Town and consistent with the solicitation and applicable law.

~~Sec. 2-215. Types of purchases and exemptions.~~

~~(a) —Petty cash. The town financial administrator may promulgate rules and regulations governing petty cash purchases as appropriate.~~

~~(b) —Emergency purchases. Purchasing requirements can be waived in an emergency situation, when the need is the result of a serious and unexpected occurrence and demands immediate action.~~

~~An emergency is defined as:~~

~~(1) —Operational, a situation that presents a threat to public health, welfare or safety; or~~

~~(2) —Natural disaster, a situation where the normal operation or major portions of the town would cease or be seriously impaired if immediate corrective action was not taken.~~

~~An "exigency" is something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited. (See exhibit 17.)~~

~~Note: If there is not sufficient time to process paperwork to effectuate the purchase, then documentation may be done after the fact. However, it is the responsibility of the town administrator or designee to execute and submit to the procurement and budget officer or designee's office all necessary documentation within one (1) working day of the declaration of emergency. All emergency purchases must follow federal requirements for reimbursement. (See exhibit 15.)~~

~~(c) —Piggyback purchasing. The term "piggyback" refers to purchases of commodities and services from vendors under contract with any state or local government agency. All purchases of this nature are exempt from the town competitive purchasing requirements, provided that the following criteria are satisfied:~~

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~~(1) The existing contract was awarded through a competitive process substantially equivalent to the requirements of this code; and~~

~~(2) The terms and conditions of the contract with the town, including price and scope, are substantially the same as the existing contract.~~

~~This method of purchasing should be considered prior to using other methods set forth in this code regardless of quantity or monetary value of the procurement. Nothing herein shall exempt town council approval of anything equal to or above level 4.~~

~~"Piggybacking" shall not be used in the event that the town is required to directly provide for competition for a particular project by applicable federal or state law, or the terms of any grant.~~

~~(3) Documentation requirements: The following documentation is the minimum requirements to use another governmental entity's awarded contract. Provide the required information to the purchasing division:~~

~~a. Florida State Contract—Provide the current Florida State Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer's list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.~~

~~b. Pride and Respect—Pride (inmate labor and correctional work programs) and Respect (purchase from the blind or other severely handicapped non-profit) have published unit prices.~~

~~c. Contracts from other governmental entities provide the following:~~

~~1. Complete copy of the original solicitation;~~

~~2. Tabulation of all solicitation responses;~~

~~3. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor;~~

~~4. Complete copy of the vendor's proposal;~~

~~5. Executed contract;~~

~~(d) Government contracts. All purchases of commodities or contractual services under the provisions of state and federal government contracts shall be exempt from the competitive procurement requirements of this article or the Code, provided that the following criteria are all satisfied:~~

~~(1) The terms and conditions of the original contract by the federal, or state agency are satisfactory to the town and such terms and conditions are expressly extended to municipalities pursuant to the bid documents;~~

~~(2) The original contract by the federal or state agency is current and in effect at the time of the proposed purchase of commodities or services by the town.~~

~~(3) The town council must authorize such procurement when the cost of the commodities or contractual services exceeds level 2.~~

~~(e) Cooperative purchasing. The term "cooperative purchasing" (sometimes known as "pooling") is used when two (2) or more government agencies combine their purchasing requirements and enter into a contract that meets the needs of everyone in the group. Pooling can reduce the administrative costs of procurement, save time, and result in lower product costs due to economies of scale when placing large orders. Usually, one (1) participant will handle most or all purchasing activities on behalf of the others. Such cooperative purchases~~

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are exempt from the requirements of formal competitive procurement hereunder, and the town administrator may authorize membership in government cooperative organizations.

~~(f) —Specialized services exemptions. Except as otherwise provided, the following are exempt from competitive procurement hereunder:~~

- ~~(1) —Services involving special skill, ability, training or expertise which are in their nature, unique, original or creative.~~
- ~~(2) —Legal services including paralegals, expert witnesses, appraisal services, investigative services and court reporters.~~
- ~~(3) —Actuarial services.~~
- ~~(4) —Auditing services, except as may be required by applicable state statutes or federal law or regulation.~~
- ~~(5) —Academic program reviews or lectures or seminars by individuals.~~
- ~~(6) —Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.~~
- ~~(7) —Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like, provided however, that contracts for artistic instructors, coaches, teachers, aides and assistants are deemed contractual services subject to the requirements of competitive procurement.~~
- ~~(8) —Performing artists and entertainers hired to provide entertainment or instructional programs for the benefit of the town residents and the general public at any town facility.~~
- ~~(9) —Maintenance service of equipment. When considered to be in the best interest of the town and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment, or when at least three (3) responsible services have been evaluated, the services may be obtained without competitive procurement.~~
- ~~(10) —Advertising.~~
- ~~(11) —Utilities including but not limited to electric, water and telephone.~~
- ~~(12) —Commodities and services provided by other governmental entities.~~
- ~~(13) —Copyrighted materials (books, videotapes, etc.) except computer software.~~
- ~~(14) —Food, clothing and other promotional items purchased for resale or distribution to the public.~~
- ~~(15) —Competitive bidding shall not be required on contracting for professional services of accountants, lawyers, or other such occupation which, by reason of specialized training and expertise, is generally recognized as a profession. The town will at all times comply with applicable state statutes regarding consultants' competitive negotiations for services, as defined by F.S. § 287.055.~~
- ~~(16) —Postage.~~

~~(g) —Sole source/single source purchases:~~

- ~~(1) —The requirements of competitive procurement may not apply when the legitimate needs of the town require the purchase of a product or service that is available only from a single vendor or a sole source. This may be because of the uniqueness of a product or service, existence of patents, involvement of original equipment parts or services and warranties, legal restrictions or a monopoly situation. Sole~~

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source and single source purchases are generally less cost-effective than competitive purchases and should, therefore, be used only when no alternative exists.

- (2) The town prefers using competitive procurement by requesting quotations and bids for purchases of goods and services. However, if competition cannot be so stimulated and a sole or single vendor must be used, justification for declaring a purchase sole or single source must be clearly documented. If there is any doubt whenever a purchase is designated sole or single source, quotes or bids will be solicited.
- (3) Requesting departments must submit the sole source/single source form (exhibit 6) to the purchasing officer documenting a sole or single source selection. Such documentation is valid for one (1) fiscal year and should answer the following questions:
- a. *Sole source purchases:* How many individuals, companies and/or manufacturers were contacted for this purchase? What is the justification for purchasing this item? Note: The selection of a local vendor as sole source when the vendor is the only local vendor of an item or service is not considered justification for designating a vendor as sole source when there are vendors of the same item located out of the South Florida area.
 - b. *Single source purchases:* Which characteristic(s) of the product or service limits competitive bidding? The requesting department must include the sole/single source form (exhibit 6) and a letter on company letterhead and signed by the vendor from the sole or single source vendor declaring that they are indeed a sole or single source for the item being purchased.
- (4) Purchases available only from a single source may be exempted from competitive procurement requirements. For all single source purchases, evidence substantiating commodities or services being fulfilled only through a single vendor/business must be documented.

A contract may be awarded without competition when the town administrator or designee makes a written determination that after conducting a good faith review of available sources, there is only one (1) source for the required commodity or contractual service. The town administrator or designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list each contractor's name, amount and type of each contract, a list of the commodity or contractual service procured under each contract, and the identification number of each contract file.

All sole source procurements where the cost of the commodities or contractual services exceeds level 3 shall be authorized by the town council.

(h) **206. Local Vendor Preference.**

(a) Definitions.

(1) **Local Southwest Ranches Vendor.** A "Local Southwest Ranches ~~(SWR) vendor.~~ A ~~"local SWR vendor"~~ **Vendor**" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a ~~bid or proposal~~ solicitation, ~~or a business~~ whose principal owner has been a ~~Southwest Ranches~~ resident ~~for of the past Town of Southwest Ranches for a minimum of~~ six (6) months. The permanent place of business may not be a post office box. ~~In addition,~~ The business must ~~have also possess~~ a valid Town of Southwest Ranches Certificate of Use ~~(COU)~~

~~valid~~ for a minimum of six (6) months and a current Broward County business tax receipt ~~from Broward County.~~

(2) Local Broward County Vendor. A "Local Broward County Vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within ~~the~~ Broward County ~~limits~~ for a minimum of six (6) months prior to the date of issuance of a ~~bid or proposal~~ solicitation. The permanent place of business may not be a post office box or ~~a~~ residence. The business location must ~~actually~~ actively distribute goods or services from that location. ~~In addition,~~ The business must ~~have also possess~~ a current business tax receipt from Broward County or the ~~city within applicable~~ Broward County ~~where the business resides municipality~~ and ~~have maintain~~ an address ~~that recognized by the U.S. United States~~ Postal Service ~~recognizes as being a Broward County address.~~

(b) Application of Local Vendor Preference. This section shall apply to be eligible all Level 2 and Level 3 procurements, including informal quotations and formal competitive procurements, unless the purchase is exempt from competitive procurement requirements pursuant to Section 2-202.

(1) ~~Competitive bid.~~ For ~~bid~~ Local Southwest Ranches Vendors shall receive a five percent (5%) evaluation preference for bid or quote evaluation purposes. ~~vendors that meet the definition of "local SWR vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local SWR vendor"~~

(2) If a Local Southwest Ranches Vendor submits a responsive bid/ or quote ~~that is~~ within ~~five (5) percent (5%)~~ of the lowest ~~price~~ responsive bid or quote ~~submitted by any vendor~~, the ~~"local SWR vendor"~~ Local Southwest Ranches Vendor shall ~~have an option be provided the opportunity~~ to submit ~~another bid which a best and final offer that is at least one (1) percent (1%) lower than the lowest responsive bid/ or quote.~~ received.

(3) Local Broward County Vendors shall receive a two and one-half percent (2.5%) evaluation preference for bid or quote evaluation purposes.

(4) If the ~~"local SWR vendor"~~ a Local Broward County Vendor submits a ~~bid which responsive bid or quote within two and one-half percent (2.5%) of the lowest responsive bid or quote submitted~~, the Local Broward County Vendor shall ~~be provided the opportunity to submit a best and final offer that is at least one percent (1) percent (%) lower than that lowest responsive bid/quote, then the award will go to the "local SWR vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/ or quote.~~ received.

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(5) ~~If the lowest responsive both a Local Southwest Ranches Vendor and responsible bidder is a "local SWR vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein. For bid evaluation purposes, vendors that meet the definition of "a Local Broward County Vendor" as detailed above qualify for preference consideration within the same solicitation, the Local Southwest Ranches Vendor shall be given a two and one-half (2.5) percent evaluation credit. This provided the first opportunity to submit a best and final offer.~~

(6) ~~If multiple Local Southwest Ranches Vendors qualify for preference consideration, all qualifying Local Southwest Ranches Vendors shall mean that if a "be invited to submit a best and final offer. If no Local Southwest Ranches Vendor submits a qualifying best and final offer, the process may then be repeated for qualifying Local Broward County Vendors.~~

(7) ~~If no qualifying local vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which best and final offer that is at least one (1) percent (1%) lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote; or quote received, award shall be made to the lowest responsive and responsible bidder regardless of geographic location.~~

(8) ~~If the lowest responsive and responsible bidder is already a "local SWR vendor", the Local Southwest Ranches Vendor, no additional preference process shall apply and award will shall be made to that vendor and no.~~

Sec. 2-207. Cone of Silence.

~~(a) A Cone of Silence shall apply to all formal competitive procurements, including Invitations for Bid (IFB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Requests for Letters of Interest (RLI), and other bidders with formal competitive solicitations.~~

~~(b) During the Cone of Silence period, no bidder, proposer, respondent, consultant, lobbyist, or representative thereof shall communicate regarding the solicitation with any Town Council member, Town employee, evaluation committee member, or other person involved in the evaluation, recommendation, or award process, except as expressly authorized by this Article or administrative procedures.~~

(c) The Cone of Silence shall commence upon advertisement of a solicitation and shall terminate at the start of the Council Meeting wherein award is on the agenda, rejection of all responses, cancellation of the solicitation, or other action ending the procurement process. If a solicitation is returned for further evaluation or consideration, the Cone of Silence shall be given and reimposed until further action is taken.

(d) Communications expressly authorized by the solicitation, public meetings, public presentations, pre-bid conferences, written inquiries and requests for clarification submitted through the designated Town representative in accordance with the solicitation, contract negotiations, and communications with the Town Attorney and Town Administrator shall not constitute violations of the Cone of Silence.

(e) Violations of the Cone of Silence may result in disqualification, rejection of a response, cancellation of an award, or other remedies authorized by law or the applicable solicitation.

Sec. 2-208. Ethics in Public Contracting.

(a) Town officials, employees, committee members, contractors, vendors, and consultants participating in procurement activities shall comply with all applicable federal, state, and local ethics laws.

(b) All procurement activities shall be conducted in a manner that promotes fairness, integrity, transparency, accountability, and public confidence.

(c) No person shall participate in any procurement activity in which an actual or apparent conflict of interest exists or otherwise violates Chapter 112, Florida Statutes.

(d) Procurement evaluation committee members shall disclose any actual or apparent conflicts of interest and shall refrain from participating in the evaluation of any procurement for which such conflict exists.

(e) Vendors shall disclose any actual or apparent conflicts of interest related to a procurement.

(f) No Town official, employee, committee member, or agent shall solicit or accept gratuities, favors, or anything of value from a contractor, potential contractor, or other party seeking to do business with the Town.

(g) No elected official of the Town shall have a direct or indirect financial interest in any contract, purchase order, procurement, or other transaction subject to this Article.

(h) The Town shall take reasonable steps to identify, avoid, mitigate, or otherwise address organizational conflicts of interest that may impair competition, objectivity, or fairness in the procurement process.

Sec. 2-209. Surplus Property.

(a) The Town Administrator may declare tangible personal property surplus when such property is obsolete, damaged, no longer needed, or otherwise determined to be surplus to Town operations.

(b) Surplus tangible personal property may be auctioned through a public process, donated, recycled, disposed of, utilized as a trade-in, or otherwise handled in a manner determined to be in the best interest of the Town and consistent with applicable law. Town employees and officials may participate in public surplus auctions on the same terms and conditions as the general public.

(c) The Town Administrator may approve the disposition of surplus tangible personal property with an estimated fair market value of \$2,500 or less. The disposition of surplus tangible personal property with an opportunity to submit additional bids as described herein; estimated fair market value exceeding \$2,500 shall require Town Council approval.

~~If there is a "local SWR vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local SWR vendor" will be given first option. If the "local SWR vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.~~

~~If multiple "local SWR vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all SWR vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local SWR vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local SWR vendor" can beat the lowest bid/quote by at least one (1) percent, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local SWR vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business. If the lowest responsive and responsible bidder is a "local SWR vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.~~

~~(2) —Competitive proposal. For evaluation purposes, "local SWR vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the town administrator or the town council.~~

~~(3) —Exceptions:~~

- ~~a. —No "local vendor" preference will be included in any competitive solicitation where the town is the lead agency for the Southeast Florida Cooperative Purchasing Group.~~
- ~~b. —Utilization of a state or other agency contract.~~
- ~~c. —State or federal law prohibits the use of local preference.~~
- ~~d. —The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.~~

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- e. ~~Sole source or single source purchases.~~
- f. ~~The "local vendor" is either non-responsive or non-responsible.~~
- g. ~~All bids submitted exceed the budget amount for the project.~~
- h. ~~Emergency purchases.~~
- i. ~~The town administrator and/or the town council may exempt any competitive solicitation from the local vendor preference.~~

(Ord. No. 2022-005, Exh. A(15.0), 2-10-2022)

~~Sec. 2-216. Public lands and property—Public construction.~~

~~(a)—(d) The sale, lease, transfer, exchange, or disposition of real property shall be subject to the Town Charter, applicable law, this subsection, and approval of the Town Council.~~

Sec 2-210. Acquisition and Disposition of Real Property.

(a) Acquisition or sale of real property, both improved and unimproved.

(1) The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property:

- a. Procedures shall ~~follow F.S. §~~comply with section 166.045, Florida Statutes, as amended from time to time.
- b. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Council.
- c. Any agreement by the Town to purchase real property shall be submitted to the Town Council for approval at a public meeting after thirty (30) ~~days~~days' public notice. Notice of the proposed purchase of real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the Town.
- d. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, ~~by the property owner,~~ at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.
- e. The purchase price of a~~the~~ property shall not exceed the appraised value, or the average appraised value, ~~if more than one (1) appraisal is obtained, by more than ten (10) percent,~~

(10%), unless subject to a right of first ~~approval~~refusal, right of first offer, or other lawful contractual provision.

~~(2) The following procedures shall be employed whenever the town seeks to sell and convey any real property belonging to the town to a non-governmental agency.~~

~~a. (2) Appraisals.~~

~~a. Prior to advertising for bids for the purchase~~disposition of Town-owned real property, the Town shall obtain ~~three (3) written appraisals performed by state-certified real estate appraisers as follows:~~

- ~~1. At least one (1) appraisal shall be obtained.~~
- ~~2. If the appraisal concludes that the property valuation is between twenty-five thousand dollars (\$25,000.00) and five hundred thousand dollars (\$500,000.00), a second appraisal shall be required.~~
- ~~3. If either of the two (2) appraisals concludes that the property valuation exceeds five hundred thousand dollars (\$500,000.00), a third appraisal shall be required.~~

~~b. Appraisers selected to appraise real property~~ pursuant to this section shall be state-certified real estate appraisers and, prior to contracting with the Town for appraisal services, shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property ~~which that~~ is the subject of the appraisal.

(3) The following procedures shall be employed whenever the Town seeks to sell or convey any real property belonging to the Town to a nongovernmental person or entity:

a. The disposition shall comply with the appraisal requirements set forth in subsection (2).

b. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation ~~in the Town.~~

c. The contract for purchase shall be awarded to the highest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders, unless the Town Council rejects all bids because they are too low, or if otherwise determines such rejection ~~is otherwise deemed~~ to be in the best interest of the Town.

d. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten ~~(10)~~ percent (10%) of the highest appraisal value of the property.

~~(3)—4)~~ The following procedures shall be employed whenever the Town seeks to sell ~~and/or~~ convey any real property owned by the Town to a governmental agency ~~(agency)~~, as defined in ~~F.S. §section~~ 112.312(2), Florida Statutes, as amended from time to time, and in accordance with ~~Town Charter~~ Section 4.10:

~~a. — Prior to of the Town council authorizing the sale of town-owned real property, the town shall obtain two (2) written appraisals performed by state certified real estate appraisers. Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal. Charter:~~

~~b. — a. The disposition shall comply with the appraisal requirements set forth in subsection (2).~~

~~b. The~~ Town may agree to the sale of its real property upon approval by a unanimous vote of ~~the all five (5) members of the Town Council;~~ at a regular or special public meeting ~~after following~~ public notice. ~~Upon approval by unanimous vote the sale of property must first be approved by a and subject to any referendum approval required by Section 4.10 of the electorate Town Charter.~~ These provisions ~~do shall~~ not apply to ~~right rights~~-of-way, property less than the minimum ~~of~~ lot size requirement, property ~~that was~~ acquired through foreclosure, ~~and/or~~ property; not located within or adjacent to a Town park; that was specifically acquired for lease or ~~re-sate~~ resale purposes.

c. If the sale of ~~any of the town's~~ Town-owned real property is to another governmental agency, ~~a bid~~ competitive bidding shall not be required.

~~(Ord. No. 2022-005, Exh. A(16.0), 2-10-2022)~~

Sec. 2-217. Minority, disadvantaged 210. Unsolicited Proposals.

~~(a) The Town may receive and veteran business participation~~ consider unsolicited proposals offering unique, innovative, or otherwise beneficial opportunities to the Town.

~~(a) — All contractors are encouraged to assist disadvantaged business enterprises (DBE), minority business enterprises (MBE), women-owned business enterprises (WBE), small business enterprises (SBE) in doing business with the town. Each contractor in assisting DBE, MBE, WBE, SBE will help to expand and develop the DBE, MBE, WBE, SBE and minority business sector of town.~~

~~(b) — Town selection procedures.~~

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- (1) ~~The town shall make a good faith effort to provide interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of contracts or the availability of jobs.~~
 - (2) ~~The town shall make a good faith effort to effectively use services and resources of available minority community organizations, minority contractors' groups, local, state, and federal minority business assistance officers, and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and~~
 - (3) ~~The town shall make a good faith effort to provide written notice to a reasonable number of minority business enterprises that their interest in contracting with the town is being solicited in sufficient time to allow the minority business enterprises to participate effectively.~~
 - (e) ~~The town shall take all necessary affirmative steps to assure that DBE, MBE, WBE, SBE, and labor surplus area firms are used when possible including but not limited to:~~
 - (1) ~~Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~
 - (2) ~~Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~
 - (3) ~~Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~
 - (4) ~~Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;~~
 - (5) ~~Using the services and assistance, as appropriate, of such organizations as the small business administration and the minority business development agency of the department of commerce; and~~
 - (6) ~~Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.~~

(Ord. No. 2022-005, Exh. A(17.0), 2-10-2022)

Sec. 2-218. Receiving of goods and supplies.

- (a) ~~It shall be the responsibility of each department to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth in the PO and contract. The person should inspect for proper quantities, proper quality, no damage and prompt delivery. The receiving person should have available a copy of the PO and contract for verification purposes. Any deviations should be immediately documented and sent to the supplier and to purchasing.~~
- (b) ~~Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to Purchasing as soon as possible. The requesting department will contact the vendor to resolve any and all issues. Time is of the essence when dealing with problems on an order. Failure to timely advise the vendor and/or freight carrier may limit remedies. Also if an item is delivered damaged, the receiving party has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.~~
- (c) ~~Materials, equipment or supplies shall be inspected upon receipt and, if possible, in the presence of the vendor or shipper and shall include the following:~~
 - (1) ~~Verification of the correct quantities and units of issue;~~
 - (2) ~~Verification of PO number;~~
 - (3) ~~Verification of pricing;~~

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- (4) ~~Inspection for damage or defects;~~
 - (5) ~~Verification that all items meet the specifications or description defined in the PO and contract;~~
 - (6) ~~Verification of correct vendor;~~
 - (7) ~~All packages shall be checked against the Bill of Lading;~~
 - (8) ~~Make note of any damage on the Bill of Lading and on the receiving copy of PO; and~~
 - (9) ~~The signature shall be that of the person actually receiving and inspecting the materials;~~
 - (10) ~~If unable to perform the above, the notation "Subject to Inspection" shall be written on Bill of Lading.~~
- (d) ~~When goods, materials, or supplies either fail the inspection criteria or are damaged upon receipt, the receiving or requesting department shall immediately refuse the order. If the vendor or shipper is not on site, the receiving or requesting department shall contact the vendor to arrange shipment return and replacement. When a vendor has two (2) deliveries refused, the department will coordinate corrective action with purchasing.~~

(Ord. No. 2022-005, Exh. A(19.0), 2-10-2022)

~~Sec. 2-219. Payment and sales tax.~~

- (a) ~~Prompt Payment Act.~~ In accordance with F.S. ch. 218, local governments are required to pay vendors for goods and services in a timely fashion. Invoices are required to be date stamped by the receptionist at the front desk upon receipt and payment shall be made promptly.
- (b) ~~Goods and services/construction.~~ Any invoice or payment request for goods, service or construction must be reviewed and approved for payment by the appropriate project manager and the department head or designee. After required approvals are obtained, the invoice or payment request should be forwarded to accounts payable for processing. Requests for payment (invoices, packing slips, etc.) should be forwarded directly to accounts payable.
- (c) ~~Sales tax.~~ The town is exempt from tax on all sales that it makes directly, except machines, equipment, parts and accessories used in the generation, transmission or distribution of electricity.
- (d) ~~Purchasing card (PCARD) acceptance.~~ The town may choose to compensate vendors for goods and/or services via a town PCARD. No other costs or services shall be billed to the town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a "same as cash" basis.

(Ord. No. 2022-005, Exh. A(19.0), 2-10-2022)

~~Sec. 2-220. Fixed assets inventory.~~

- (a) ~~Tangible personal property owned by the town including property under the custodianship of the departments shall be deemed a fixed asset. The town financial administrator pursuant to F.S. § 274.022 will determine the level for recording fixed assets. "Controllable/attractive items" per FAC 69I-72 and 69I-73 under the threshold must be tagged and tracked for inventory purposes. "Controllable/attractive items" means tangible personal property used in operations that has a cost less than an established capitalization threshold and that requires special attention to ensure legal compliance, protect public safety, and avoid potential liability, or to compensate for a heightened risk of theft. The department and/or custodian shall be~~

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responsible for notifying the finance and budget department when purchasing a fixed asset so that the item may be affixed with a town asset tag.

- (b) ~~Annual inventory.~~ Each department head or custodian shall work with finance and budget staff to account for all fixed assets on an annual basis.
- (c) ~~Disposal.~~ When a fixed asset is no longer needed or not working, a fixed asset disposition occurs. Technology related items such as computers, printers and peripherals must be authorized for disposal by the town administrator or designee per Resolution 2013-051 (section 5).
 - (1) ~~Fixed assets shall not be discarded by the department head or custodian without permission from the finance and budget department. A police report shall be filed for all lost, stolen or missing fixed assets.~~
 - (2) ~~Purchasing shall dispose of the surplus property in the following order of precedence below:~~
 - a. ~~If the property has no value or the value does not exceed handling, storage and selling costs, the item may be sold, donated, recycled or discarded, as appropriate.~~
 - b. ~~If value of the property exceeds handling, storage and selling costs, advertise the availability of the property first to the town, then for sale, competitively through the most appropriate medium.~~
 - c. ~~If the property is offered for sale and no acceptable bids are received, the town may donate the item to a private, non-profit agency as defined in F.S. § 273.01.~~
 - d. ~~The department head may choose to use the item as a "trade-in" when purchasing new equipment if doing so is in the best interest of the town.~~
 - e. ~~Town of Southwest Ranches employees may participate from directly or indirectly purchasing town property through the surplus auction process open to the general public.~~
- (d) ~~Disposal of property purchased with grant funds.~~ Proceeds from property purchased with grant funds shall be deposited in accordance with the requirements of the original grant agreement.
- (e) ~~Transfer.~~ Fixed assets may be transferred from department to department with approval of both the transferring and receiving department heads.

(Ord. No. 2022-005, Exh. A(20.0), 2-10-2022)

Sec. 2-221. Public entity crimes.

- (a) ~~The Public Entity Crimes Act, F.S. § 287.133, as amended from time to time, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A "public entity crime" is a violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.~~
- (b) ~~Invitations for bids and requests for proposals shall contain an appendix informing persons of the provisions of F.S. § 287.133 (2)(a).~~
- (c) ~~The town cannot accept a bid, award a contract, or transact any business in excess of the threshold amount provided in F.S. § 287.017 for category two with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date the person or affiliate was placed on the convicted vendor list, unless the vendor has been removed from the list.~~

(Ord. No. 2022-005, Exh. A(21.0), 2-10-2022)

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~~Sec. 2-222. Code of ethics and conduct.~~

- ~~(a) —To the extent that violations of the ethical standards of conduct set forth in the procurement code constitute violations of the State Criminal Code they shall be punishable by law or disciplinary actions prescribed in the Town of Southwest Ranches Personnel Manual. The town employees and officers shall refer to F.S. § 112.313 and applicable Broward County Code for clear definition.~~
- ~~(b) —No town officer or employee shall bid for, enter into, or be in any manner interested in any contract for town purchases, nor shall any officer or employee seek to influence the purchase of a product or service from any bidder/offeror; provided however, that this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase. In order to avoid the possibility of any misunderstandings regarding compliance with the law and regarding any appearance of impropriety, town employees or public officers are prohibited from accepting anything of value or any money from vendors.~~
- ~~(c) —Purchasing. The town administrator shall adhere to a high standard of ethics; promote the town's reputation for courtesy, transparency, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process. Staff may be involved with the purchasing process are responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all purchases are made legally and responsibly in compliance with this code and any adopted policies and applicable federal, state, and local laws.~~
- ~~(d) —User departments. Shall allow ample time for the town administrator to place the order and for the vendor to deliver; providing clear and accurate descriptions of goods and services to be purchased; providing technical specifications; not subdividing any purchase or contract solely to avoid competitive procurement/solicitation or approval requirements as prescribed in this code; and verifying receipt of commodities or completion of services in accordance with initial purchase request.~~

~~(Ord. No. 2022-005, Exh. A(22-0), 2-10-2022)~~

~~Sec. 2-223. Conflict of interest.~~

- ~~(a) —The following standards of conduct apply generally to all transactions and specifically to all federally supported grant projects. Violations of these standards of conduct may result in disciplinary action as set forth in F.S. § 112.371 provided that such disciplinary action does not conflict with the jurisdiction of the state commission on ethics.~~
- ~~(b) —No elected official, employee, or agent of the town shall participate in the selection, nor in the award, nor administration of a contract, nor the procurement of goods or services, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected or considered for award. The town's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything regardless of value from contractors, potential contractors, or parties to subagreements.~~
- ~~(c) —All selection committee members shall sign a conflict of interest form (exhibit 21).~~
- ~~(d) —Vendors must disclose with their solicitations, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the town or its agencies.~~

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- (e) ~~Vendors shall not allow town employees or former town employees to work on town projects or provide services to the town under agreements or sub-agreements without express written consent from the town.~~
- (f) ~~F.S. § 112.313 prohibits contracts with companies owned in full or part by a town employee, officer or advisory board member.~~
- (g) ~~An organizational conflict of interest occurs when any of the following circumstances arise:~~
- ~~(1) A lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.~~
 - ~~(2) Unequal access to information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.~~
 - ~~(3) Biased ground rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.~~
- (h) ~~The town shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.~~
- (Ord. No. 2022-005, Exh. A(23.0), 2-10-2022)

Sec. 2-224. Debarment.

- (a) ~~The town administrator, after consulting with the town attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the town attorney, the town administrator is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment.~~
- (b) ~~Causes for debarment:~~
- ~~(1) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor with the town.~~
 - ~~(2) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract, subcontract or incident to performance of such contract or subcontract.~~
 - ~~(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.~~
 - ~~(4) Violation of contract provisions, as set forth below, of a character which is regarded by the town administrator or designee to be so serious as to justify debarment action.~~
 - ~~a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.~~
 - ~~b. Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.~~
 - ~~c. Any other cause/material factor the town administrator or designee determines to be so serious and compelling as to affect responsibility as a town contractor, including debarment by another~~

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governmental entity for any of the causes listed in this section or violation listed in the procurement code.

(Ord. No. 2022-005, Exh. A(24.0), 2-10-2022)

Sec. 2-225. Risk management.

(a) Acquisition of insurance policies may be on a competitive basis through sealed bid/proposal. The bids/proposals are to be obtained by the town in accordance with the procedures outlined in the procurement code. The town will approve the solicitation document. A comparative spreadsheet tabulation analysis of all bids/quotes received and carrier responses shall be provided to the town no later than ten (10) days prior to the renewal date(s). A presentation of responses received shall be made to the town, along with a recommendation and rationale. Subsequent to the presentation, a decision will be made for placement of the coverage(s). An award shall be made by the town administrator.

(b) Insurance acquired by the town relative to its ordinary governmental and operational functions, such as property, casualty, and worker's compensation, does not require competitive procurement.

(c) All insurance policies shall name and endorse the following as additional named insureds:

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

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the town administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the town. Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable, and shall be considered a breach of contract.

(d) *Waiver of insurance requirements:* Insurance requirements incorporated in solicitations may only be waived or modified by the town council or town administrator.

(Ord. No. 2022-005, Exh. A(25.0), 2-10-2022)

Sec. 2-226. Risk management compliance.

(a) The successful bidder shall be required to obtain, at its own expense, all minimum insurance coverages required under the terms of the bid documents and contract and to submit, at a minimum, copies of all insurance certificates and policy endorsements to the town for approval. No work under the contract may be commenced until the required insurance has been obtained and proof of such insurance has been approved.

The bid shall include certificate(s) of insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the state or otherwise secured in a manner satisfactory to the town in an amount equal to one hundred (100) percent of the requirements. Prior to award and in any event prior to commencing work, the successful bidder/proposer shall provide the town with certified copies of all insurance policies and endorsements that may be required as outlined below:

- (1) *Worker's compensation.* Worker's compensation insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the state and all applicable federal laws. Contractor shall carry worker's compensation insurance with the statutory limits, as required by F.S. ch. 440, as amended from time to time, which shall include employer's liability insurance with a limit of not less

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than five hundred thousand dollars (\$500,000.00)* for each accident, and five hundred thousand dollars (\$500,000.00)* for each disease. Policy(ies) must be endorsed with waiver of subrogation against the town.

(2) ~~Business automobile liability insurance.~~ Contractor shall carry business automobile liability insurance with minimum limits of five hundred thousand dollars (\$500,000.00)* per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office (ISO), and must include all owned vehicles and all hired or non-owned vehicles.

(3) ~~Commercial general liability.~~ Contractor shall carry commercial general liability insurance with limits of not less than one million dollars (\$1,000,000.00)* per occurrence combined single limit for bodily injury and property damage, and not less than two million dollars (\$2,000,000.00)* in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the town.

(4) ~~Environmental pollution insurance.~~ The contractor shall carry an environmental pollution insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than five hundred thousand dollars (\$500,000.00)* per occurrence with a deductible not greater than one hundred thousand dollars (\$100,000.00)*. An additional Form or endorsement to the Commercial General Liability Insurance to include an environmental pollution insurance coverage providing the specified coverage, is acceptable.

*Insurance limits and requirements are subject to change depending on the scope of work of each project/service.

(b) All insurance policies shall name and endorse the following as additional named insureds:

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

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the state. It shall be the responsibility of the vendor and insurer to notify the town administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the town. Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable and shall be considered a breach of contract.

Such notification shall be in writing and shall be submitted to the town administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

(Ord. No. 2022-005, Exh. A(26.0), 2-10-2022)

Sec. 2-227. Brand name or equal specifications.

(a) ~~Use.~~ Brand name or equal specifications may be used when the town administrator determines in writing that:

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- (1) ~~No other design or performance specification or qualified products list is available;~~
 - (2) ~~Time does not permit the preparation of another form of purchase description, not including a brand name specification;~~
 - (3) ~~The nature of the product or the nature of the town's requirement makes use of a brand name or equal specification suitable for the procurement; or~~
 - (4) ~~Use of a brand name or equal specification is in the town's best interests.~~
- (b) ~~Designation of several brand names.~~ Brand name or equal specifications shall seek to designate at least three (3), or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (c) ~~Required characteristics.~~ Unless the procurement and budget officer or designee determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
- (d) ~~Nonrestrictive use of brand name or equal specifications.~~ Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

(Ord. No. 2022-005, Exh. A(27.0), 2-10-2022)

~~Sec. 2-228. Brand name specifications.~~

- (a) ~~Use.~~ Since use of a brand name specification is restrictive of product competition, it may be used only when the town administrator or designee makes a written determination that only the identified brand name item or items will satisfy the town's needs.
- (b) ~~Competition.~~ The town administrator or designee shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one (1) source can supply the requirement, the procurement shall be made under the sole source procurement provisions of the procurement code.

(Ord. No. 2022-005, Exh. A(28.0), 2-10-2022)

~~Sec. 2-229. Lease and installment purchase of assets.~~

Responsibility for the financial and administrative review of all lease proposals shall be designated by the town administrator. The requesting department shall submit a requisition with detailed backup documentation consisting, at a minimum, of a comparative value/cost analysis between outright purchase and the proposed lease, and a written justification. The requesting department shall present the majority recommendation along with the minority viewpoint, if any, to the town administrator or designee for approval. If the town administrator or designee approves a recommendation to proceed with the proposal, then the recommendation shall be presented to the town council for approval. Town council approval is required due to the multi-fiscal year commitment required.

- (1) ~~Vendors for lease, lease-purchase, or installment purchases shall be selected competitively as prescribed in the procurement code.~~
- (2) ~~If the item procured would normally qualify as an asset, then it shall be tagged for inventory purposes upon receipt.~~

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(3) ~~Rentals which are generally on a month-to-month basis or of short duration do not require the approval process of this section. Rentals require the prescribed competitive vendor selection based on the estimated dollar value for the total rental period.~~

(4) ~~All leases or rental agreements shall be reviewed by the town attorney.~~

(Ord. No. 2022-005, Exh. A(30.0), 2-10-2022)

~~Sec. 2-230. Outsourcing.~~

~~By town council and town administrator direction, the town operations will be performed at the most economical cost while maintaining desired service levels. As one (1) alternative to meet this goal, the town periodically will call for public and private sector proposals for purposes of evaluating the cost of performing selected municipal services.~~

(Ord. No. 2022-005, Exh. A(30.0), 2-10-2022)

~~Sec. 2-231. Contingency fees prohibited.~~

(a) ~~Solicitations, contracts, and purchases made under this code shall prohibit the payment of any compensation or other consideration to any person contingent upon or resulting from the award or making of a contract with the town or the town financial administrator other than a bona fide employee working solely for the vendor.~~

(b) ~~The requirements of this procurement code may be waived by resolution of the town council, provided that such waiver is in the best interest of the health, safety, and welfare, of the town's residents.~~

(Ord. No. 2022-005, Exh. A(31.0), 2-10-2022)

~~Sec. 2-232. Federally funded procurements.~~

(a) ~~General guidelines.~~

(1) ~~The town recognizes that certain procurement procedures for state or federally funded programs may conflict with standard town procedures. Pursuant to this section, these federally funded procurement procedures may enhance or supersede standard town procedures, when applicable. Additionally, the town administrator is authorized to modify town procurement procedures in order to comply with procurement procedures for state or federally funded programs.~~

(2) ~~Purchases utilizing Federal Emergency Management Agency (FEMA), or other federal funds must conform to applicable federal law, including: 2 CFR Part 1201 incorporating 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as amended from time to time.~~

(3) ~~Solicitation prohibitions.~~ Solicitation requirements may not contain features that unduly restrict competition including but not limited to:

a. ~~Imposing unreasonable business requirements/qualifications for bidders or offerors.~~

b. ~~Imposing unnecessary experience requirements for bidders and offerors.~~

c. ~~Using prequalification procedures (except in the case of qualification based procurement for architect/engineer services).~~

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- d. ~~Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.~~
- e. ~~Excessive bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.~~
- f. ~~Specifying only a "brand name" product without allowing offers of "an equal" product or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.~~
- g. ~~Specifying in state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by state or local laws or regulations.~~
- h. ~~Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.~~
- i. ~~Taking any arbitrary action in the procurement process.~~

(b) ~~Compliance with state and federal requirements. In contracts which are financed in whole or in part by federal or state grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the town, the cost principles of the grantor shall be used. The town will follow the procurement standards in 2 CFR 5200.318 through 2 CFR 5200.327 when procuring under a federal award.~~

▼ Procurement Standards	200.317 – 200.327
§ 200.317	Procurements by states.
§ 200.318	General procurement standards.
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions.

~~The town will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach (§200.318(d)).~~

~~The town will endeavor to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project cost (§200.318(f)).~~

~~The town will endeavor to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost (§200.318(g)).~~

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The town may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the town is the sum of:

- (1) ~~The actual cost of materials; and~~
- (2) ~~Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.~~

Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the town will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls (§200.318(j)).

The town is an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (§200.323).

The town will not utilize the cost plus a percentage of cost and percentage of construction cost methods of contracting (§200.324(d)).

The town will make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-federal entity desires to have the review accomplished after a solicitation has been developed, the federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase (§200.325).

~~(c) Pre-procurement.~~

- (1) ~~The procurement decision matrix (flowchart 1) shall be used to determine the most efficient and economic method of purchase.~~
- (2) ~~An independent cost estimate (exhibit 4) is required prior to bidding for all level four (4) purchases and can be obtained by:~~
 - a. ~~Design/engineering firm or in-house technical staff for construction work;~~
 - b. ~~Published price lists or past pricing with inflation factors;~~
 - c. ~~Independent third party staff member not impacted by the final procurement.~~
- (3) ~~The "piggybacking" checklist (exhibit 5) shall be completed for all piggyback purchases. Vendor shall be checked through the system for award management (SAM) website and for conflict of interest prior to piggyback purchase.~~
- (4) ~~A sole source or single source purchase form (exhibit 6) is required for all sole or single source purchases. Sole or single sourcing shall be allowed if:~~
 - a. ~~The item is available only from a sole or single source;~~

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b. ~~The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity;~~

c. ~~After solicitation of a number of sources, competition is determined inadequate.~~

(5) ~~To ensure proper regulation guidelines 2 CFR pt. 200 checklist (exhibit 15) should be completed and the applicable steps should be adhered to, if applicable.~~

(6) ~~Contract administration. All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with federal laws and regulations and include all required federal contract provisions to ensure compliance with those laws and regulations:~~

a. ~~Contracts shall include all required federal contract clauses. See exhibit 10 to determine applicability and exhibit 11 for the relevant clause. Clauses include but are not limited to:~~

1. ~~Buy America requirements;~~

2. ~~Clean water requirements;~~

3. ~~Lobbying;~~

4. ~~Clean air;~~

5. ~~Recycled products;~~

6. ~~Davis-Bacon and Copeland Anti-Kickback Acts;~~

7. ~~Contract Work Hours and Safety Standards Act;~~

8. ~~Government-wide debarment and suspension (nonprocurement);~~

(d) ~~Post-bidding:~~

(1) ~~The town shall ensure that adequate competition exists by confirming that two (2) or more responsible bidders are willing and able to compete effectively for the business.~~

(2) ~~A cost analysis (exhibit 8) or price analysis (exhibit 7) shall be completed prior to purchase as well as a procurement summary (exhibit 9). If procurement exceeds current threshold and have at least two (2) or more bidders. The town shall rely on FAR Part 31, Contract Cost Principles and Procedures when conducted analyses. Project costs must conform to applicable federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by federal law or regulation, and must comply with federal cost principles applicable to the recipient.~~

(3) ~~The procurement officer and department head or designee must perform a completeness and verification checklist prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether a bidder has:~~

a. ~~The appropriate financial, material, equipment, facility, and personnel resources and expertise, available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;~~

b. ~~A satisfactory record of performance;~~

c. ~~A satisfactory record of integrity;~~

d. ~~Ability to get bonding and insurance;~~

e. ~~The legal ability to contract with the town;~~

f. ~~Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, or organization papers required;~~

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~~g. Satisfactory status in the system for award management (SAM) system website; and~~

~~h. No conflict of interest. An organizational conflict of interest exists:~~

- ~~1. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;~~
- ~~2. If a contractor's objectivity in performing the contract work is or might be otherwise impaired; or~~
- ~~3. If a contractor has an unfair competitive advantage.~~

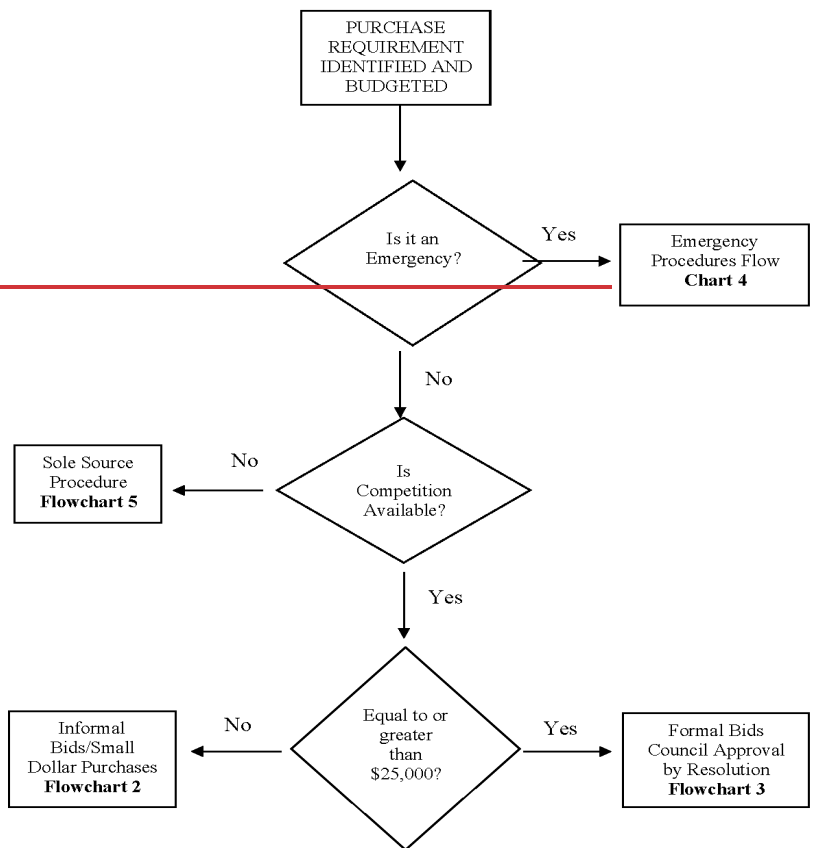
~~i. The procurement history file checklist (exhibit 12) and the following items are completed by the procurement officer to ensure proper procurement compliance:~~

- ~~1. The executed contract and notice of award;~~
- ~~2. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;~~
- ~~3. Contract-required insurance documentation.~~

(Ord. No. 2022-005, Exh. A(36.0), 2-10-2022)

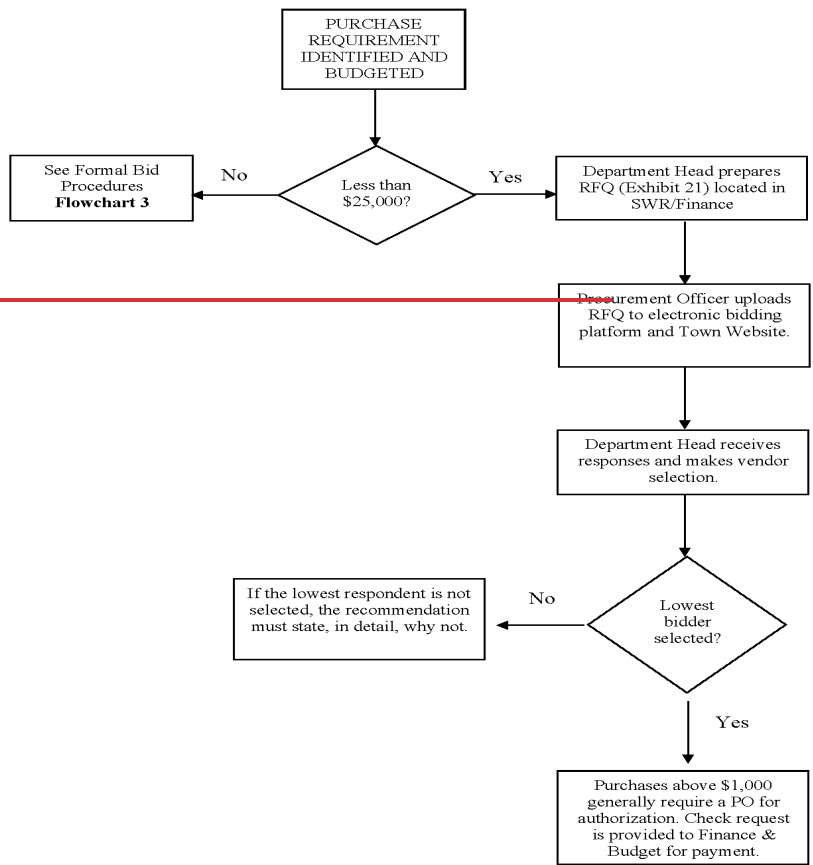
~~Sec. 2-233. Flowcharts.~~

~~Flowchart 1: Informal Bid Procedures~~



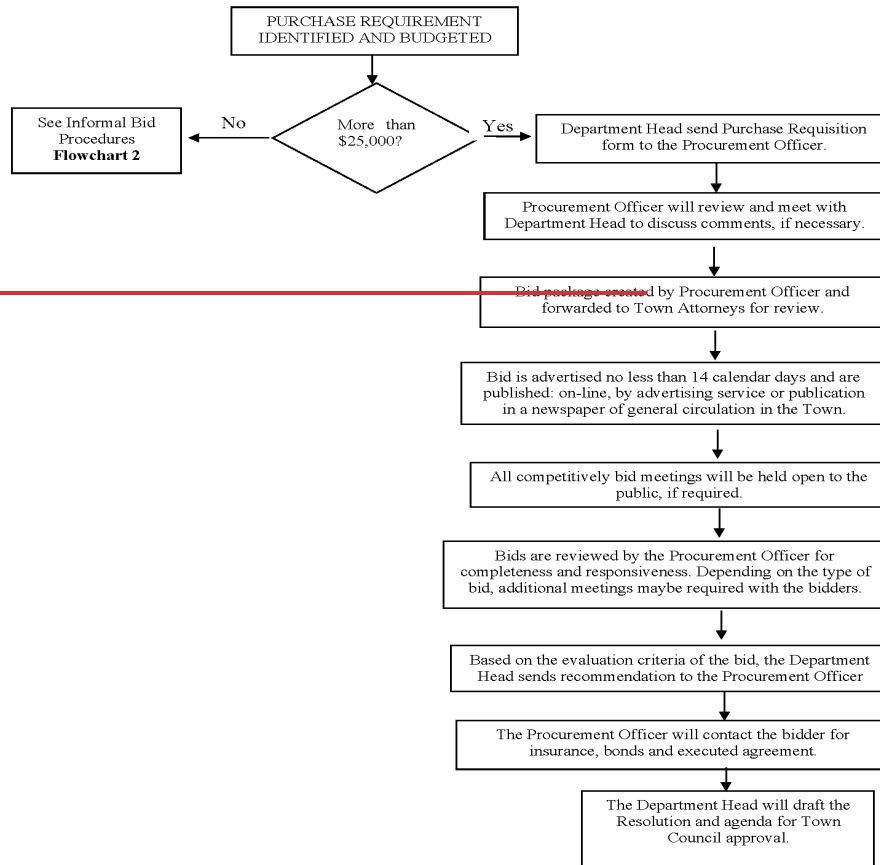
~~* This and all future charts are for general reference only. Please refer to the purchasing manual for more detailed information.~~

Flowchart 2: Informal Bid Procedure



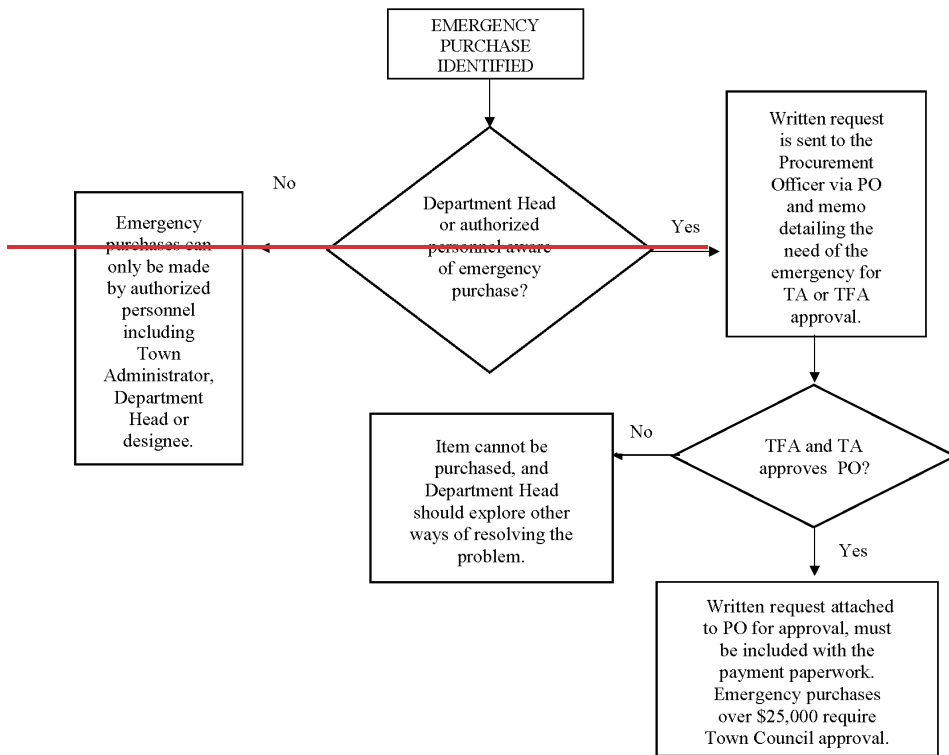
~~* This and all future charts are for general reference only. Please refer to the purchasing manual for more detailed information.~~

Flowchart 3: Formal Bid Procedure



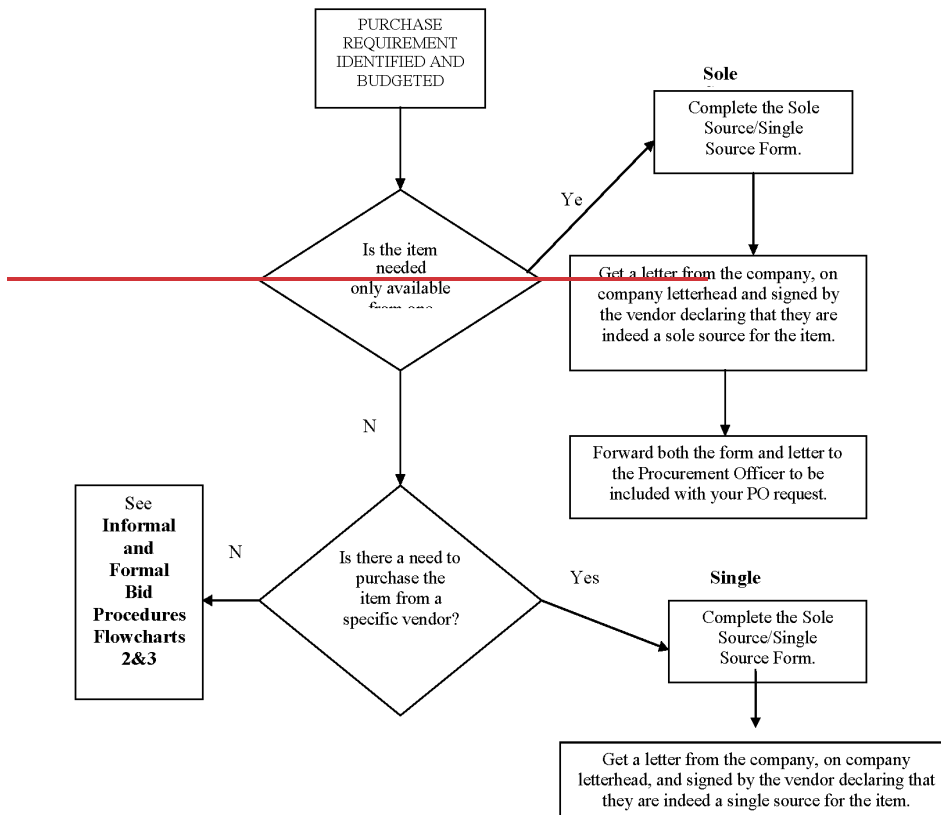
* This and all future charts are for general reference only. Please refer to the purchasing manual for more detailed information.

Flowchart 4: Emergency Purchase



~~* This and all future charts are for general reference only. Please refer to the purchasing manual for more detailed information. The exceptions to the competitive bidding procedures are professional services and government and co-operative bids.~~

~~Flowchart 5: Sole Source/Single Source Purchase~~



~~* This and all future charts are for general reference only. Please refer to the purchasing manual for more detailed information. The exceptions to the competitive bidding procedures are professional services and government and co-operative bids.
(Ord. No. 2022-005, Exh. A(37.0), 2-10-2022)~~

~~Sec. 2-234. Definitions.~~

~~**Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or contracts.~~

~~**Actual costs.** All direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.~~

~~**Amendment.** A method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by contract. All amendments must be approved the same way as the original contract signed by the individuals holding the positions of the original signatories.~~

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Architect—Engineer and land surveying services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Florida.

Award. The acceptance of a bid, offer or proposal by the proper authority. The town council must award all contracts of level 4 limit with the exception of emergency purchases.

Inverted purchase orders. A purchase order issued for the acquisition of commodities or services over a certain period of time within the fiscal year for a specified dollar limitation. Shipments are made, as requested, against the inverted purchase order number for the term of the contract or inverted purchase order.

Brand name or equal specification. A specification limited to one (1) or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet town requirements, and which provides for the submission of equivalent products.

Brand name specification. A specification limited to one (1) or more items by manufacturers' names or catalogue numbers.

Capital improvement project. Any improvement which the town undertakes which includes the construction, reconstruction, renovation, repair, modification, or demolition of any facility, building, portion of a building, utility, park, parking lot, structure, road, highway, street improvement, plant, or other improvement to real property necessary in carrying out the functions of the town.

Change order. A request for revision in one (1) or more of the criteria on a purchase order or contract to correct errors, omissions, or discrepancies, to cover acceptable overruns or freight costs, incorporate requirements to expand or reduce the scope of goods or services ordered or the time for the provision of same, or to direct changes in contract execution to meet unforeseen regulatory or market conditions.

Commodity. Any of the various supplies, materials, goods, merchandise, equipment, and other personal property.

Competitive bids or competitive offers. The receipt of bids or offers submitted by responsive, responsible and qualified bidders or offerors.

Competitive selection and negotiations. A method of purchasing whereby qualified professional firms are invited to submit "letters of interest" and are short listed by an appropriately appointed evaluation committee, following which prices and other terms for a final contract are negotiated with the highest ranked firm.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Consultant's Competitive Negotiations Act (CCNA). The common name for F.S. § 287.055 concerning the purchasing of architectural, engineering (including testing), landscape architecture, and registered land surveying and mapping services. These services will be procured by a letter of interest and competitive selection and negotiation.

Contract. Any agreement, regardless of style or form, for the purchasing of commodities, services or construction. It includes contracts for a fixed price, cost, cost plus a fixed fee, or incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders. It also includes supplemental agreements with respect to any of the foregoing.

Contract extension. An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make timely performance impracticable or impossible, or which prevent a new contract from being executed, with or without proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

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Contract modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any person having a contract with the town to perform a service or sell a product.

Contractual services. The rendering by a contractor of its time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and firms who are independent contractors.

Cooperative purchasing. Purchasing conducted by, or on behalf of, more than one (1) public purchasing unit.

Contract renewal. Contracting with the same contractor for an additional contract period, only if pursuant to contract terms specifically providing for such renewal.

Cost reimbursement contract. A contract under which a contractor is reimbursed for costs which are allowable and applicable in accordance with the contract terms and the provisions of this article, and a fee or profit, if any.

Department head. The head of a department, section, or function area concerned.

Designee. A duly authorized representative of a person holding a superior position.

Emergency purchase. Purchase made due to the presence of an immediate danger to the public health, safety or welfare, or other substantial loss to the town.

Employee. An individual drawing a salary or wages from the town, whether elected or not; any non-compensated individual performing personal services for the town or for any department, agency, commission, council, board, or for any other entity established by the executive or legislative branch of the town; and any non-compensated individual serving as an elected official of the town. This definition specifically excludes all independent contractors and all other contractors with the town.

Exigent purchase. An exigent purchase is something that is necessary in a particular situation that requires or demands immediate aid or action to protect lives, public health or safety.

Firm fixed-price contract. A contract whereby the price is fixed, not variable, for the entire life of the contract or until a set quantity of goods or services is delivered.

Franchise. A special right or privilege conferred by the town on an individual or a corporation or other entity to do that which does not belong to citizens generally by common right.

General services. Support services performed by an independent contractor requiring specialized knowledge, experience or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. Examples of general services are janitorial, pest control services, and maintenance of equipment. General services are normally procured through requests for proposals or invitations to bid. Purchasing of general services may include subjective evaluation factors of the submitting firms.

Governmental agency. Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

GSA contracts. Contracts entered into by the General Services Administration of the federal government (also known as GSA schedules) and are multiple award contracts containing prices to be utilized by all federal government agencies. GSA contracts also contain the most preferred customer clause, making the prices contained in the GSA contracts equivalent with those that are given to the most preferred customer of the vendor.

Invitation for bid or notice to bid. A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. The invitation for bid will be used when the town is capable of specifically

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defining the scope of work for which a contractual service is required or when the town is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

Invoice. A document supplied by the providing vendor which itemizes charges for the purchase of supplies, materials, equipment or services which have been furnished. It is the means by which the supplier informs the town of its orders and should contain the same basic information as the purchase order.

Letter of interest (request for). A method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

Mandatory bid amount. The dollar threshold at which the formal bid process is required. The mandatory bid amount is any purchase equal to or greater than twenty five thousand dollars (\$25,000.00). The current known requirement of any commodity or service will not be divided to circumvent the requirement of the mandatory bid amount.

Master contract. An agreement of several years' duration that provides for the use of work authorizations to authorize specific scopes of work as the need arises.

Negotiations for professional services. The act of determining terms, conditions, and prices for the performance of professional services. An appropriately appointed negotiation committee will negotiate with the top ranked candidate from the competitive selection of professional service firms, in an attempt to reach agreement on a contract for the provision of professional services to the town.

Notice of award. The written notice by the town to the apparent, successful bidder or offeror stating that upon compliance by the successful bidder or offeror with the condition's precedent to the contract within the time specified, the town will sign and deliver the contract.

Open-end contract. A contract whereby an indefinite quantity of supplies, services, or construction is to be procured over an identified time span, as and when needed.

Open-end purchase order. A purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed a period of twelve (12) months or the mandatory bid amount. An open-ended purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-ended contract on an as-needed basis.

Payment and performance bonds. Bonds of a contractor/vendor, respectively, in which a surety guarantees to the town that the work/services will be paid for by the contractor/vendor and will be performed in accordance with the contract documents and may, at the discretion of the town, include a letter of credit issued by a financial institution.

Piggybacking. The post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).

Purchasing. The buying, purchasing, renting, leasing, or otherwise obtaining any commodities, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction, or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Professional services. Any services where the town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by a letter of interest or request for proposals and selected through competitive selection and negotiation. Those services within the scope of the practice of

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architecture, professional engineering, landscape architect, or registered land surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor or mapper in connection with his professional employment or practice.

Project. That fixed capital outlay, study, or planning activity described in the public notice requesting professional services. A project may constitute a grouping of minor construction, rehabilitation, or renovation activities or a project may constitute a grouping of substantially similar construction, rehabilitation, or renovation activities.

Proposals (request for RFP). A solicitation for offers to provide a solution to a problem. An RFP is characterized by description of the desired results and a scale of how the proposals to obtain the results will be evaluated. RFP's include a price proposal which is a part of the evaluations. Negotiation on any part of the RFP is permissible with the highest ranked proposer. The RFP includes all documents whether attached or incorporated by reference, utilized for soliciting proposals.

Procurement code. The purpose of this procurement code is to establish specific directions and guidelines for employees and agents of the town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code.

Purchase order. Generally, required for purchases equal to or greater than one thousand dollars (\$1,000.00), authorizes the user department to seek the commodities or services requested through the appropriate means. It also authorizes the vendor to ship and invoice the materials and services as specified. Also, a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references pertinent to the purchase and performance by the vendor.

Qualified or responsible bidder/proposer. A person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

Quotation. An informal or formal notice by a vendor to the buyer stating the prices, terms and conditions under which they will furnish certain goods or services.

Request for proposals. A written solicitation for competitive sealed proposals with the title, date, and hour of the public bid opening designated. The RFP is used when the town is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the town is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.

Requisition or purchasing request form. Form used to request the purchase of commodities or services which serves to inform purchasing, the finance and budget administrator and town administrator of the needs of the user department and to correctly define the material requested.

Responsible bidder/proposer/offeror. A person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive bid/proposal/offer. A bid/proposal/offer submitted by a responsive, and responsible or qualified bidder/proposer, who conforms in all material aspects to the invitation for bid/request for proposal.

Responsive bidder/proposer. A person who has submitted a bid/proposal which conforms in all material respects to the invitation for bid/request for proposal.

Single source. Goods and/or services which may be available from more than one (1) source but for a justifiable reason, needs to be acquired from a particular vendor.

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(Supp. No. 14)

Selection and negotiation committee. A group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project and to negotiate a final contract with the highest-ranked firm.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes "professional services" except professional architectural, engineering, landscape architectural and land surveying or mapping services, but does not include employment agreements or collective bargaining agreements.

Sole brand. The only known brand or only reasonable brand capable of fulfilling the needs of the town.

Sole source. Goods and/or services which are propriety, or available from only one (1) source, and for which there are no competitive alternate sources.

Specification. Any description of the physical or functional characteristics, or of the nature of a supply, or service item. It may include a description of any requirement for inspection, testing or preparing a supply or service item for delivery.

Supplies. All property, including but not limited to, equipment, material, printing and leases but specifically excluding the acquisition of leasehold interests in real property by the town.

Surplus property. Any supplies, vehicles, equipment, or other personal property no longer having any use to the town. This includes obsolete supplies or equipment, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

Term contract. An indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.

Town. The Town of Southwest Ranches.

Using department. Any governmental body of the town which utilizes any supplies, services, or construction procured under this code.

(Ord. No. 2022-005, Exh. A, 2-10-2022)

Sec. 2-235. When to use exhibits.

Exhibit Number	Exhibit Name	Federally Funded Procurement	All types of Procurement
Exhibit 1	Purchase Order Form		X
Exhibit 2	Check Request Form		X
Exhibit 3	Contract Renewal Election Form		X
Exhibit 4	Independent Cost Estimate	X	
Exhibit 5	Piggybacking Checklist	X	
Exhibit 6	Sole or Single Source Purchase Form		X
Exhibit 7	Price Analysis Form	X	
Exhibit 8	Cost Analysis Form	X	
Exhibit 9	Procurement Summary	X	
Exhibit 10	Applicability of third-party contract provisions	X	
Exhibit 11	Federally Required Contract Clauses	X	
Exhibit 12	Procurement History File Checklist		X
Exhibit 13	Verbal Quote Form		X
Exhibit 14	Contract Debrief	>\$500,000	>\$500,000
Exhibit 15	2 CFR pt. 200 Checklist	X	
Exhibit 16	Purchase Requisition		X
Exhibit 17	Emergency/Exigent Purchase		X
Exhibit 18	E-Verify		X
Exhibit 19	Gone of Silence Notice		X
Exhibit 20	Informal bid/Quote Form RFQ		X
Exhibit 21	Conflict of Interest Form		X
Exhibit 22	Appendix Y (2CFR 200 standards)	X	

(Ord. No. 2022-005, Exh. A, 2-10-2022)

~~Editor's note(s) — The exhibits referred to in section 2-235 are not codified herein but can be inspected upon request at the town clerk's office.~~

(b) Receipt of an unsolicited proposal shall not obligate the Town to negotiate, procure, advertise, accept, or otherwise act upon such proposal.

(c) The Town Administrator may establish administrative procedures governing the receipt, evaluation, consideration, and disposition of unsolicited proposals.

(d) Nothing herein shall waive any applicable procurement, competition, approval, or public notice requirements otherwise required by law or this Article.

Sec. 2-211. Procurement Appeals and Remedies.

(a) Any actual or prospective bidder, proposer, or respondent aggrieved in connection with a recommended award may file a written protest with the Town Clerk's Office within five (5) business days following posting of the award recommendation.

(b) A protest shall be deemed filed only upon receipt by the Town Clerk's Office. Delivery to any other Town employee, department, officer, or representative shall not constitute a valid filing.

(c) All protests shall:

1. Be submitted in writing;
2. Identify the solicitation number and title;
3. State the factual and legal basis for the protest;
4. Include all supporting documentation; and
5. Identify the relief requested.

(d) A written protest may not challenge the relative weight of evaluation criteria, ranking methodology, scoring formula, or evaluation factors established in the solicitation.

(e) All protests shall be accompanied by security in the form of a protest bond, an irrevocable letter of credit, or other security acceptable to the Town, in an amount equal to five thousand dollars (\$5,000) or five percent (5%) of the estimated value of the solicitation or contract, whichever is greater, not to exceed fifty thousand dollars (\$50,000).

(f) A protest shall not be deemed properly filed until the required protest security has been received by the Town. Failure to provide the required security at the time of filing shall render the protest invalid.

(g) Failure to timely file a protest, timely submit the required protest security, or otherwise comply with the requirements of this section shall constitute a waiver of all protest rights under this Article.

(h) Upon receipt of a timely and properly filed protest, the Town may suspend the solicitation or award process pending resolution of the protest unless the Town Administrator determines that proceeding without delay is necessary to protect the public health, safety, welfare, or interests of the Town.

(i) Within seven (7) business days following receipt of a timely and properly filed protest, the Town Procurement Officer, after consultation with the Town Attorney, shall attempt to resolve the protest. If the protest is not resolved by mutual agreement, the Town Procurement Officer shall issue a written decision setting forth the basis for the determination.

(j) A copy of the written decision shall be furnished to the protestor by certified mail, electronic delivery, or other reasonable means.

(k) The Town Procurement Officer's decision shall be final unless the protestor files a written appeal with the Town Administrator within three (3) business days following receipt of the decision.

(l) The Town Administrator shall review the appeal and issue a final written determination. The Town Administrator's decision shall be final and conclusive.

(m) The protest security shall be conditioned upon payment of all costs and expenses incurred by the Town in connection with the protest should the protest be denied.

(n) Upon final resolution of the protest, any security posted shall be released in accordance with administrative procedures established by the Town.

Sec. 2-212. State and Federal Procurement Requirements.

(a) When a procurement is funded in whole or in part by federal or state funds, the Town shall comply with all applicable federal and state procurement requirements as a condition of receiving such funding.

(b) To the extent that federal or state procurement requirements conflict with this Article, the more restrictive or controlling requirement shall govern.

(c) The Town Administrator may establish administrative procedures necessary to implement and comply with federal or state procurement requirements.

Sec. 2-213. Suspension and Debarment.

(a) The Town Administrator may suspend or debar any contractor, vendor, consultant, respondent, proposer, bidder, or other person or entity from participation in Town procurements for fraud, misrepresentation, criminal conduct, contract default, repeated poor performance, violation of procurement requirements, or other cause determined to be in the best interest of the Town.

(b) Suspensions may be imposed for a period not to exceed one (1) year. Debarments may be imposed for a period not to exceed five (5) years.

(c) The Town Administrator may impose a suspension immediately upon determining that such action is in the best interest of the Town.

(d) Prior to imposing a debarment, the Town Administrator shall provide written notice to the affected vendor stating the basis for the proposed debarment and afford the vendor a reasonable opportunity to submit a written response.

(e) Following consideration of any timely written response, the Town Administrator shall issue a written determination. The Town Administrator's determination shall be final.

(f) Administrative procedures may establish additional procedures regarding suspension, debarment, reinstatement, and related matters.

Sec. 2-214. Administrative Procedures.

ARTICLE IX. PROCUREMENT CODE v07-15-26

The Town Administrator is authorized to establish and revise procurement administrative procedures, manuals, standard forms, internal controls, and operational guidelines necessary to implement this Article.

This Article shall apply prospectively and shall not require retroactive reevaluation or reapproval of contracts or procurements lawfully awarded prior to its effective date.

[End of Article]



Town of Southwest Ranches
13400 Griffin Road
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33330-2628
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(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/23/2026
SUBJECT: FY2026-2027 Proposed Preliminary Millage Rate

Recommendation

It is recommended that the Town Council ratify the attached Resolution to the proposed preliminary Millage Rate for the Fiscal Year 2026-2027 at not higher than 3.9000 mill (\$3.9000 per \$1,000 in taxable value).

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches received the 2026 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2026. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public budget hearings to all property owners. The deadline for returning our proposed millage for our FY2026-2027 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is Tuesday, August 4, 2026.

The FY2026-2027 Proposed Budget is funded at a millage rate of 3.9000 mills for operations and operating improvements and will require, per Florida Statute, two-thirds vote by Council members (4 out of 5 voting in support). On every \$500,000 of taxable value, this rate represents a combined \$160 dollar increase from “current year rollback rate” of 3.5809 mills. **It is noted that pursuant to section 193.155(1) Florida Statutes related to “Save Our Homes”, eligible property owners change in net taxable value will not exceed 3%.**

Fiscal Impact/Analysis

Establishing a preliminary Budget millage rate that requires two-thirds vote (4 out of 5 Council members) with total resulting revenues of \$11,395,429 will enable the Town Council to evaluate all management’s proposed budgeted items for FY2026-2027 that include operating, capital improvement and program modification recommendations while also receiving public discussion and input during the Town’s scheduled budget workshop and hearings. It is important to note that the rates are a “not-to-exceed” rate thus being possible to be lowered with no additional “notice” costs.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Exhibit A - Millage Rate maximums	7/17/2026	Exhibit

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2027; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2026, the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2026 taxable value; and

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

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

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

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

Section 2. That the proposed operating Millage Rate for the first public hearing shall be 3.9000 mills, which is \$3.9000 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2026-2027 fiscal year.

Section 3. That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 3.5809 which is \$3.5809 dollars per \$1,000.

Section 4. That the proposed operating millage rate is higher than the rolled-back rate by 8.91%.

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

Date: Monday, September 14, 2026
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

Date: Thursday, September 24, 2026
Time: 6:00 PM
Place: Southwest Ranches Council Chambers
13400 Griffin Road
Southwest Ranches, Florida 33330

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

[Signatures on Following Page]

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

Ranches, Florida, this 23rd day of July, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Esq., Town Attorney
1001.2026.086

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Fiscal Year 2027 Millage Maximums and Related Information (Based on Certified Assessment Information)					
Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from prior year adopted rate funding level)	FY 2027 levy increase per \$500,000 of taxable value*
Current Year Roll-Back Rate	3	3.5809	\$10,463,049	(\$932,379)	\$0
FY 2026-2027 Proposed Rate	4	3.9000	\$11,395,429	\$1,066,709	\$160
Adjusted Current Year Roll-Back Rate	3	3.8302	\$11,191,480	(\$203,949)	\$125
Maximum Majority Vote	3	4.0030	\$11,696,386	\$300,956	\$211
Maximum Super Majority Rate	4	4.4033	\$12,866,024	\$1,470,595	\$411
Unanimous Vote of the Governing Body is required if Millage rate is over 4.4100 and UP TO 10.0000	5	10.0000	\$29,219,050	\$17,823,620	\$3,210
Note: * Property owners without a change in net taxable value will receive a real cash reduction of 13.95% in their Town of Southwest Ranches portion of their tax bill due to the increase in taxable value. It is important to note that FY2027 eligible "Save our Homes" exemption property owners change in net taxable value will not exceed 3%.					

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
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Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David S. Kuczenski, Esq., *Council Member*

Russell C. Muniz, ICMA-CM, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/23/2026
SUBJECT: FY2026-2027 Proposed Preliminary Fire Assessment Rate

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

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

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

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

The FY 2026-2027 total proposed fire assessment expenses have been estimated at \$3,886,418. This amount represents an increase of \$460,619 when compared to last year’s budgeted amount of \$3,425,799. It is important to note that last year’s budgeted amount was subsidized in the amount of \$250,000 thus the true year-over-year increase is actually \$210,619 or 6%. Accordingly, the cost apportioned to each parcel was based on the Town’s proposed costs of Fire Protection Services for FY 2026-2027.

Fiscal Impact/Analysis

The Proposed Fire Assessment rates address fire personnel, fire operations, planning, and capital improvements related to fire services such as prevention, awareness, and suppression. The proposed rates show an increase to the “combined non-residential” category of \$0.1250, to the “residential” category in the amount of \$99.22, and to the acreage category of \$13.27. It is worth mentioning that all last year’s adopted rates were subsidized in the amount of \$250,000 resulting in a small increase compared with the originally proposed rates. This year’s proposed rates do not include a subsidy.

Property Category	FY26/27 Proposed	FY25/26 Adopted	Proposed vs. Adopted Increase (Decrease)
Combined Non-Residential	\$1.2249	\$1.0999	\$0.1250
Acreage	\$93.17	\$79.90	\$13.27
Residential	\$866.98	\$767.76	\$99.22

This proposed budget also includes funding of program modifications related to the Volunteer Fire operations as well as for fire wells and full replacement (2 wells).

For FY2027, the total dollar impact to the Town’s General Fund for the disabled veterans (27) exemption is \$23,407. It shall also be noted that the General Fund millage impact of imposed FS 170.01(4) pertaining to a full Fire Assessment exemption for vacant agricultural property is \$102,130 (1,009 acres).

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Exhibit A - 2026 Methodology Report	7/17/2026	Exhibit
Exhibit B - Fire Assessment Worksheet	7/17/2026	Exhibit

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RESOLUTION NO. 2026-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2026 FIRE ASSESSMENT REPORT; APPROVING PRELIMINARY NOT-TO-EXCEED FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2026-27; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Ordinance 2001-09, the imposition of a Fire Protection Assessment for fire services, facilities, and programs for Fiscal Year 2026-27 requires certain processes such as the preparation of the Preliminary Fire Protection Assessment Roll; and

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

WHEREAS, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2025-26), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Assessed Costs among parcels of Assessed Property; and

WHEREAS, the 2026 Report, attached hereto as Exhibit "A", identifies and describes the Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2026-27, and determines the Preliminary Not-To-Exceed Fire Protection Assessment Rate Schedule; and

WHEREAS, the Town Council, during the Fiscal Year 2013, made a policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Veteran's Service-Connected Total and Permanent Disability ad valorem tax exemption providing them with a 100% exemption for Fire Protection Assessments pursuant to a June 23, 2011 unanimous vote and wish to continue to provide for such exemption for the Fiscal Year 2026-27; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, desires to reimpose a fire protection assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2026, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Fire Assessment Rate Resolution so that the Town may initiate the process to impose Fire Assessments for Fiscal Year 2026-27; and

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

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

Section 2. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Initial Assessment Resolution (Resolution 2011-084), the Final Assessment Resolution (Resolution 2011-098), and all subsequently adopted Preliminary and Annual Assessment Resolutions, and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law. This Resolution confirms, modifies, supersedes and amends, as noted herein, Resolution 2011-084 and where any conflicts occur between this Resolution and Resolution 2011-084 or other previous Fire Assessment Resolutions, the terms of this Resolution shall prevail. However, nothing in this Resolution amends or affects the validity of any Fire Protection Assessments adopted and imposed by any previously adopted resolutions.

Section 3. Purpose and Definitions. Section 3 of Resolution 2011-084, as previously amended, is hereby amended to add the following definition:

"2026 Report" or "Town of Southwest Ranches 2026 Fire Protection Assessment Methodology Report" means the technical report detailing and documenting the data and methodology used to determine the Fire Protection Assessment Rates for Fiscal Year 2026-27 prepared by Munilytics, dated July 16, 2026. The 2026 Report supersedes and amends previously approved Reports. The 2026 Report is attached hereto and incorporated within this Resolution as Exhibit A. With adoption of this Preliminary Resolution, the Town Council approves this 2026 Report.

Section 4. Provision and funding of Fire Protection Services. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. Proceeds of the Fire Protection Assessments shall be used to fund all or a portion of the costs of the provision of fire protection services to assessed properties within the Town. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 5. Imposition and Computation of Fire Protection Assessments.

A. Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, as more specifically set forth in the 2026 Report in Exhibit "A" to this Resolution. Where the use of a building or buildings on a parcel indicates a use different from the Fire Class Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the Fire Class Code assigned to the parcel. The Town also has the authority to request that the Property Appraiser change the Fire Class Code when the Town has determined that another Fire Class Code is more appropriate based on an on-site inspection by the Town. If the Town is not allowed on-site access to inspect the property and structures, the Property Appraiser determination on Fire Class Code will be used for calculation of the Fire Protection Assessments.

B. Where a residential parcel, Fire Class Code "R" or "Residential/Other", contains one or more Dwelling Units, each Dwelling Unit shall be assessed at the Residential Rate. Other structures, such as a non-commercial barn, free-standing garage/workshop, and/or otherwise assessable agricultural building, that are not Non-residential Buildings and are located on a residential parcel containing one or more Dwelling Units are considered appurtenant to the dwelling unit(s) and are not separately assessed. Where structures, such as a non-commercial barn, free-standing garage/workshop, and/or assessable agricultural building, are not Non-residential Buildings and are located on a parcel with no Dwelling Units, the parcel and structure(s) are classified in Fire Class Code "R" ("Residential/Other") for purposes of the Fire Protection Assessment and shall be assessed collectively as one (1) Dwelling Unit.

C. Non-residential Buildings on parcels in Fire Class Codes of Commercial "C", Institutional "I", and Warehouse/Industrial "W" shall be assessed based on the Building Area of each building multiplied by the Combined Nonresidential Rate based on the use of the building. The total assessment on the parcel shall be the sum of all the assessments calculated for each building/structure. The Combined Nonresidential category is the same as the Blended (Commercial, Institutional, Warehouse/Industrial) category.

D. Where multiple buildings on a parcel have different uses, generally a parcel in Fire Class Code Special or "S", the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on such an "S" parcel shall be the total of the Fire Protection Assessments calculated for each Non-residential Building on the parcel at the Combined Non-residential Rate for each building plus the total of all Dwelling Units on the parcel at the residential per Dwelling Unit rate.

E. Parcels with a Fire Class Code of Acreage "A" shall be assessed per acre at the Acreage assessment rate. Agricultural property exempted from ad valorem taxes by the Broward County Property Appraiser shall be exempt from the Fire Assessment, unless the terms of subsection F below that allow assessment of such property apply.

F. Pursuant to FS 170.01(4), notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under FS. 193.461 as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. As used in this subsection, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying

nonresidential farm buildings. The provision of and availability of fire protection services to residential dwellings and qualifying nonresidential farm buildings on lands classified as agricultural pursuant to FS 193.461 provides special benefit to such lands and structures. It is reasonable to impose the Fire Protection Assessments determined in the 2026 Report to such residential dwellings and qualifying nonresidential farm buildings. Assessable residential dwelling units and curtilage on agricultural property, regardless of classification as agricultural land pursuant to FS §193.461, shall be assessed as Dwelling Unit(s). Assessable Non-residential Buildings on agricultural property, regardless of classification as agricultural land pursuant to FS §193.461, shall be assessed the Combined Nonresidential rate based on the square footage of such building(s).

Section 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), the Initial Assessment Resolution (Resolution 2011-084), the Final Resolution (Resolution 2011-098), and in all subsequent Preliminary and Annual Resolutions are affirmed, amended, modified, and incorporated herein by reference. Any amendments to such prior findings and determinations made by this Resolution shall not affect the validity or effectiveness of any prior resolutions for purposes of the Fire Protection Assessments adopted and imposed by such prior resolutions. In addition, it is hereby ascertained, determined, and declared that the fire protection services to be funded by the Fire Protection Assessments provide special benefit to the Assessed Property, including assessable structures on land classified as agricultural pursuant to FS 193.461, based upon the findings and data contained in the 2021 Report, as updated and amended by the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, as superseded and amended by the 2024 Report, as superseded and amended by the 2025 Report, and as superseded and amended by the 2026 Report and the following legislative determinations:

A. Upon adoption of this Preliminary Assessment Resolution determining the Fire Protection Assessed Costs and identifying the Assessed Parcels to be included in the Preliminary Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 12-20 and 12-21 of the Code are hereby ratified and confirmed.

B. In accordance with the Town of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), no costs related to the provision of emergency medical services (EMS) are included in the Fire Assessed Costs used in determining the proposed Fire Protection Assessment Rates in this Resolution.

C. It is fair and reasonable to use the Broward County Property Appraiser's Fire Class Codes, Fire Basis elements as described in the 2021 Report, as updated by the 2022 Update Report, the 2022 Update - Addendum, the 2023 Report, the 2024 Report, the 2025 Report, and the 2026 Report, and other

property use and parcel information maintained by the Property Appraiser in the assessment calculation methodology and the preliminary assessment roll because the data maintained by the Property Appraiser is the most comprehensive, accurate, and reliable information available to determine property use, structures, number of Dwelling Units, and Building Area for improved property and acreage for vacant/undeveloped property. The database maintained by the Property Appraiser is used in development of the Tax Roll and is thus consistent and compatible with use of the Tax Roll for imposition and collection of the Fire Assessment under the Uniform Method of Collection.

D. Apportioning Fire Assessed Costs among classifications of property using historical demand for fire protection services is fair and reasonable and proportional to the special benefit received.

E. Fire Incident Reports are the most reliable data available to determine the potential demand for fire protection service from property use and to determine the benefit to property use resulting from the availability of fire protection services to protect and serve Assessed Parcels.

F. The level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services to non-specific property uses would be required notwithstanding the occurrence of any incidents at such non-specific property uses. Therefore, it is fair and reasonable to omit those Incident Reports related to non-specific property from the Fire Assessed Costs allocation.

G. The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units on the parcel and the anticipated occupants of the structures, particularly Dwelling Units. To minimize administrative burdens and recognizing the relatively uniform initial fire protection response to Dwelling Units, the number of Dwelling Units on a parcel is a reasonable method of relating fire protection costs to the special benefit to such Dwelling Units and the property. Where parcels with one or more Dwelling Units also contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to assess only the Dwelling Units as the primary driver of demand for fire protection services. Where parcels contain one or more structures that are not Non-residential Buildings or Dwelling Units, it is fair and reasonable to attribute demand for fire protection services equivalent to that of one Dwelling Unit to the Assessed Parcel. The demand for fire protection services by Non-residential Buildings is primarily determined by the size of the structure or structures, and the Building Area of Non-residential Buildings is a reasonable method of relating fire protection costs to the special benefits to such buildings and the property they occupy. There is a logical relationship between the presence of dwelling units on a parcel, the presence and size of Non-residential Buildings and the Fire Assessed Costs of providing the staff, equipment and fire protection services,

the special benefit to Assessed Parcels from the provision of fire protection services, and the proposed Fire Protection Assessment calculated in the 2026 Report.

H. Allocating Assessed Costs per acre to parcels in Fire Class Code Acreage "A", vacant/undeveloped, is fair and reasonable based on historical call data, uses data maintained by the Broward County Property Appraiser, and minimizes administrative burdens while recognizing the special benefit from the suppression and containment of fires occurring on such parcels.

**Section 7. Determination of Fire Protection Assessment costs;
Establishment of Preliminary Fire Protection Assessment Rates.**

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2026-27, is the amount determined in the 2026 Report. The approval of the Preliminary Fire Protection Not-To-Exceed Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the maximum amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Not-To-Exceed Fire Protection Assessment Rate Schedule, as described in Table E in the 2026 Report, are hereby established to fund, in whole or in part, the specified Fire Protection Assessed Costs determined to be assessed for Fiscal Year 2026-27 commencing on October 1, 2026.

**Fiscal Year 2026-27
Preliminary Not-To-Exceed Fire Protection Assessment Rates**

Rate Category	Assessment Unit	Preliminary Not-to-Exceed Assessment Rate
"A" Acreage	Per Acre	\$ 93.17
"R" Residential/Other	Per DU/Unit	\$ 866.98
Combined Non-residential	Per SF	\$ 1.2249

C. The Preliminary Not-To-Exceed Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2026-27 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 8 of this Preliminary Assessment Resolution. When approved by adoption of an Annual Resolution, the Fire Assessment shall constitute a lien upon the property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

Section 8. Preliminary Assessment Roll.

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided in the Code and this Preliminary Resolution. The Assessment Roll shall include all Assessed Parcels within the Fire Class Codes and rate classes. The Town Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution and the 2021 Report, as amended and modified by the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, as superseded and amended by the 2024 Report, as superseded and amended by the 2025 Report, and as superseded and amended by the 2026 Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution, the 2021 Report, the 2022 Update Report, the 2022 Update Report – Addendum, the 2023 Report, as superseded and amended by the 2024 Report, as superseded and amended by the 2025 Report, and as superseded and amended by the 2026 Report which 2026 Report is attached hereto as Exhibit "A", is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property, including

assessable structures on lands classified as agricultural pursuant to FS 193.461, located within the Town.

Section 9. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with lawfully available, non-assessment funds.

Section 10. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on September 14, 2026 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida , at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider adopting the Annual Resolution imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes. Adoption of the Annual Resolution after the public hearing and approval of the Final Roll shall be the final adjudication of the issues presented (including, but not limited to, the determination of benefit and fair apportionment, the method of apportionment and levy, the Fire Protection Assessment Rates, the Final Roll and the levy, collection and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Resolution.

Section 11. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later twenty (20) days prior to the public hearing.

Section 12. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than twenty (20) days prior to the public hearing. The Town Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

Section 13. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby superseded to the extent of such conflict.

Section 14. Severability. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 15. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

Section 16. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of July, 2026 on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.088

EXHIBIT A

Town of Southwest Ranches, Florida FY2026-27 Fire Assessment Methodology Report

Prepared by Munilytics, dated July 16, 2026

**(Referred to in Preliminary Assessment
Resolution as 2026 Report)**

EXHIBIT A

Town of Southwest Ranches, Florida Fire Protection Assessment Report “2026 Methodology Report”

**Prepared for the
Town of Southwest Ranches**

July 16, 2026



Introduction

The Fire Protection Special Assessment discussed and developed in this report is intended to provide funding for the provision of fire protection services in the Town of Southwest Ranches (the “Town”). The Town provides fire rescue services (along with police services) through a contractual arrangement with the Town of Davie (“Davie”). The Town also supplements this arrangement with a contractual relationship with the Southwest Ranches Volunteer Fire Rescue, Inc., (“Volunteers”). The Town fire rescue services include 2 Class A Pumpers and 2 Advance Life Support EMS transport-capable rescue vehicles. The Volunteer Fire Services component supplements both equipment and personnel. The Volunteer equipment provided are an attack truck and a fire engine pumper. Historically, the area that is now incorporated was serviced by Broward County and a volunteer fire department. Once incorporated in 2000, the Town gradually expanded services through contracts with other service providers. Of late, the Town hired Davie to provide this service. Davie currently operates 7 fire rescue stations, including Station 91, which is located within the Town of Davie, and Station 112, which is located in the Town of Southwest Ranches. Both stations have a rescue unit and a pumper. Each rescue unit normally is staffed with either a lieutenant or captain and a firefighter/paramedic. Each pumper is staffed with either a lieutenant or captain, a driver engineer and a firefighter paramedic. Volunteer firefighters either supplement or add to staffing for each shift. The volunteer operation is predominantly fire-related and includes personnel who provide Basic Life Support (BLS). The Davie pumpers are staffed primarily for fire services, but can be dispatched for advanced life support (ALS) services when rescue units are unavailable. While the Davie pumpers do carry ALS equipment and supplies, they are not capable of patient transport. Likewise, paramedics normally assigned to Davie rescue units can also be used when necessary for fire duties. In both cases, however, the rescue units and fire apparatus exist primarily for either EMS calls (in the case of rescue units) or Fire calls (in the case of fire apparatus). The availability of cross-trained personnel is considered an additive value for both rescue services and fire services. The overwhelming amount of time spent by personnel performing fire services is while they are assigned to the fire apparatus. Likewise, personnel assigned to rescue units are almost always involved in rescue services. Like most departments, the origins of its operations are rooted in firefighting. The Department protects property with an

estimated market value of approximately \$4.6 billion, and about 79% of this value is residential while only 1.6% is commercial or industrial. Much of the Town's tax base is agricultural (14%). Through various interlocal agreements, the Town and Davie provide and receive mutual aid from other departments.

Legal and Procedural Requirements

Non-ad valorem special assessments for fire protection services, as repeatedly upheld by the Florida Supreme Court, "must meet two requirements: (1) the property assessed must derive a special benefit from the service provided; and (2) the assessment must be fairly and reasonably apportioned according to the benefits received." Morris v. Town of Cape Coral, 163 So.3d 1174 (Fla. 2015) (citing Sarasota County v. Sarasota Church of Christ, 667 So.2d 180, 183 (Fla. 1995)). The special benefits to assessed properties provided by fire protection services in the Town include, but are not limited to, protecting the value and integrity of improvements, structures, and land, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of a comprehensive fire protection program within the Town and limiting potential financial liability for uninsured or underinsured property, containing and extinguishing the spread of fire incidents occurring on property, and reducing the potential of damage and danger to structures and occupants of property from the spread of fire. Fire services funded by special assessments may include traditional fire department services such as fire suppression as well as educational programs, inspections, and basic life support medical services historically provided by first responders such as fire fighters. The assessments may not include or fund costs related to ambulance transport or advanced life support services as the Florida Supreme Court determined that such services do not provide the required special benefit to property. See Town of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002). Often, the broad term EMS is applied to both BLS and ALS responses. Because all front-line personnel are both firefighters and paramedics and are capable of providing ALS services, and, by extension, BLS services, we must segregate those costs which are exclusively attributed to ambulance transport or advance life support. The fire protection services to be provided to properties within the Town of Southwest Ranches are the type of costs and services that may be included in and funded from a fire protection assessment such as the one presented in this Report.

The Town adopted Ordinance Number 2001-9, codified as Sections 12-19 through 12-85 in the Code of Ordinances, Town of Southwest Ranches, Florida, to provide general authority, procedures, and standards for the imposition of annual fire assessments. The Florida Statutes contain a number of procedural requirements that define the process for adoption of the proposed Fire Services Special Assessments to be collected through the uniform tax collection process under Florida Statutes §197.3632 (“Uniform Assessment Collection Act”). The process established in the Ordinance incorporates the current statutory requirements, including, for example, the provision of notice of proposed assessments by mail and by publication and a public hearing prior to final adoption of the assessments. The Town currently collects the special assessments on the annual property tax bill under the Uniform Assessment Collection Act and it is expected to continue that practice. The adoption of the Final Assessment Roll and Annual Assessment Resolution shall place a lien equal to the amount of the total assessment, including any accrued interest, on each assessed property. If collected on the ad valorem tax bill under the Uniform Assessment Collection Act, such lien is equal in rank and dignity to the lien of all state, county, district, and municipal taxes and other non-ad valorem assessments.

Estimated Cost of Fire Services

Davie is expected to continue providing fire services to the Town. Davie has the equipment, fire flow, and personnel to service each property within the Town of Southwest Ranches. The Town has identified the costs for that service. The detail of those costs and the separation of costs related to fire and to EMS is presented in Appendix A of “*Fire Rescue Cost Apportionment, FY2026-2027 Budget*”.

Personnel and most other costs were allocated based upon the personnel assigned to either fire apparatus or rescue trucks. The organizational chart (Appendix B) of the Southwest Ranches department were used to determine the allocation of costs between fire and rescue services. This approach is rooted in the historical operation of the department. Were the rescue/ALS components to be removed from the costs of the Town, the Fire costs would remain: The Pumper would be staffed and with the same costs as have been allocated in this study. Some costs, such as medical equipment and supplies, which are clearly related to one service delivery or the other, were allocated as noted in Table F. These costs have been allocated in proportion to the staffing of the fire and rescue vehicles. The Town has also provided to us allocated identifiable Town costs

indirectly related to the Fire Department budget. To estimate future funding requirements, the apportionment methodology has assumed that these costs would annually increase based upon a 4.5% overall inflation factor. Table A summarizes the expected annual costs for the next five fiscal years are presented below; however, the annual assessments should be based upon the Town's expected annual costs adopted during the budget process: The 2026 fiscal year in Table A reflects the estimated budget for FY2025-2026 and is the amount of Assessable Fire Services Costs used in calculating the proposed not-to-exceed rates in Table E.

Table A
Forecasted Assessable Fire Services Costs

Fiscal Year	Forecasted Fire Costs
2027	3,886,418
2028	\$ 4,061,307
2029	\$ 4,244,066
2030	\$ 4,435,049
2031	\$ 4,634,626

The Town Council may elect to include all or some portion of the total budget and projected fire services costs in the Fire Protection Assessment.

The Fire protection assessed costs, as provided in Ordinance No. 2001-9, can include, but are not limited to all or any portion of the cost of the provision of fire protection services, facilities, or programs, referred to collectively in this Ordinance as Fire protection assessed costs, which provide a special benefit to Assessed Property, and may include, but is not limited to, the following components: (1) the cost of physical construction, reconstruction or completion of any required facility or improvement; (2) the costs incurred in any required acquisition or purchase; (3) the cost of all labor, materials, machinery, and equipment; (4) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (5) the cost of computer services, data processing, and communications; (6) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (7) the cost of any indemnity or surety bonds and premiums for insurance; (8)

the cost of salaries, volunteer pay, workers' compensation insurance, pension or other employment benefits; (9) the cost of uniforms, training, travel, and per diem; (10) the cost of construction plans and specifications, surveys and estimates of costs; (11) the cost of engineering, financial, legal, and other professional services; (12) the costs of compliance with any contracts or agreements entered into by the Town to provide Fire Protection Services; (13) all costs associated with the structure, implementation, collection, and enforcement of the Fire Protection Assessments, including any service charges of the Tax Collector and/or Property Appraiser and amounts necessary to offset discounts received for early payment of Fire Protection Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Fire Protection Assessments; (14) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of fire protection services, facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the Town Council by subsequent resolution; (15) a reasonable amount for anticipated delinquencies and uncollectible Fire Protection Assessments; and (16) reimbursement to the Town or any other person for any moneys advanced for any costs incurred by the Town or such person in connection with any of the foregoing components of Fire Protection Assessed Cost. Fire Protection Assessed Costs may, as determined by Council, include costs incurred directly or indirectly by the Town and costs incurred by another entity for the provision of fire protection services within the Town.

The Town may choose to include all or only some of these costs in the fire protection assessments so long as the total cost assessed does not exceed the actual or budgeted cost of providing the service and the assessment imposed on a parcel does not exceed the special benefits to that parcel. The costs may be either direct or indirect cost so long as they related to the provision of fire protection services. Historically, the Town has chosen to recover all of its fire costs from this assessment.

Determination of Benefit & Delineation of Benefit Area

An important step in the special assessment process is the determination of special benefit and delineating the geographic area that will benefit from the planned improvements (the “Benefit Area”). The proposed Fire Protection Services will serve all properties within the entire Town of

Southwest Ranches; thus, the boundary of the Benefit Area is the same as the boundary of the Town.

Certain properties in the Town will not be required to pay the Fire Protection Assessment – “exempt” property and “excluded” property. “Exempt” properties/structures include properties that receive special benefit from the fire services but are not charged any or the full cost of the Fire Protection Assessment. The exempt category includes all government parcels and agricultural property exempted by statute. Under Florida Statutes §170.01(4), a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under Florida Statute §193.461, as may be amended from time to time, unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. Agricultural pole barn means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

The ability to bill and collect special assessments on governmental properties is very limited and generally requires consent of the other governmental entity. Exemptions reflect both legal difficulties with collection of assessments and policy decisions of the Town. It is fair and reasonable not to impose the Fire Protection Assessment on such properties. Costs related to exempt properties are included in the cost allocation and assessment calculations so that those costs are not shifted to the assessments imposed on non-exempt properties. The costs related to exempt properties, as measured by the fire protection costs allocated to those properties in the assessment methodology, must be funded by the Town with other lawfully available non-fire assessment revenue.

“Excluded” property includes those parcels where no special benefit is provided to the parcel, such as roads and submerged lands. This category also includes any other parcels that may receive some special benefit from fire services but, based on a policy determination of the Town Council, do not receive sufficient special benefit to require imposition of the Fire Protection Assessment. Excluded properties are not part of the cost allocation process in the assessment calculations.

Cost Allocation Methodology

The cost allocation and assessment methodology presented in this Report reflects the unique circumstances of the Town of Southwest Ranches with largely residential development, and a smaller amount of non-residential development. The Town is comprised primarily of residential assessable structures and otherwise assessable barns, stables, and other farm structures that the Town has determined benefit from fire protection services to the same degree as a residential dwelling unit, or, if the structure is on the same parcel as a residential dwelling unit, is an appurtenant use that is considered to have benefited as part of the parcel. The Town also has institutional properties which include houses of worship, non-public schools (most of which are owned by religious organizations), cemeteries, and sundry other uses. The Town also has commercial and industrial/warehouse parcels. An analysis of call data over each year, over three years, and over five years has shown significant volatility of calls between the non-residential categories. Because of this, and because the response to fire calls seem to involve similar responses of manning and equipment, and because some of the apparent uses have some conflicts with actual uses (one of the institutional properties at some point also was being used in a commercial fashion), we believe combining (or blending) the categories of commercial, warehouse/industrial, and institutional together will be in the long run more equitable and rate stable from year-to-year.

Using the BCPA's tax roll data, benefited parcels were identified using the various categories of land use codes within that data set. Additionally, and to keep the proposed apportionment categories as close to the existing categories as possible, we relied upon the Fire Class codes currently maintained by the BCPA. The BCPA has previously identified and coded the improved properties by type and assigned each parcel an appropriate Fire Class Code. We are recommending that the property appraiser's office continue with the existing coding for Commercial, Warehouse/Industrial, and Institutional in case the Town finds that it needs to revert to the discreet allocation of costs to those categories. For purposes of this report, we have shown the category descriptions, but for the purposes of rate determination, we have combined the costs and allocations together for those three fire class codes. We reviewed consistency in this data and it was determined to be of high accuracy. This data has also undergone considerable review over time. The Fire Class codes thus used were as follows:

Residential/Other (“R”) This includes all residential dwelling units, be they single family, multifamily, and mobile homes not located in mobile home parks. This includes separate or attached guest houses or “granny flats” or anything considered a residential dwelling unit. Structures that are not Non-residential Buildings, such as non-commercial barns or free-standing garages, located on a parcel with one or more Dwelling Units shall be considered as appurtenant to or accessory to the Dwelling Unit(s) and shall not be assessed separately. This “R” coding also includes any structures, such as assessable agricultural buildings or non-commercial barns, that are not Non-residential Buildings and that are located on a parcel with no residential units. Such structure(s) on a such a parcel shall collectively be assessed as one Dwelling Unit.

Blended Non-Residential Uses Other than Acreage.

Commercial (“C”) This includes all property used for commercial activity, except where otherwise identified by its own Fire Class code, and includes office and retail uses. It also includes recreational vehicle lots converted to a commercial square footage as provided by statute. The Town currently does not have any parcels fitting this fire class code but could in the future.

Institutional (“I”) This includes nursing homes and substance abuse centers; healthcare facilities located in shopping centers and office buildings, funeral homes and mausoleums; houses of worship, non-public schools, and various other uses.

Warehouse/Industrial (“W”) This includes manufacturing and processing sites, storage units (whether for commercial or non-commercial purposes), and warehousing sites.

Government (“X”) This includes any developed property owned by a federal, state, or local government.

Special (“S”, generally mixed use) This includes property that has more than one use or improvement that contains more than one Fire Class code. An example might a commercial use that also has a residential use on the same parcel. Each use will be assigned the cost for that use and then combined on the notices and bills.

Acreage (“A”) This includes undeveloped property typically in use for various purposes and for which the Town assesses an acreage charge for fire services. Generally, the land is agricultural in nature. Some of this acreage, if given exemption by the property appraiser, is exempt from the assessment. It also includes other uses of property that are vacant, such as commercial and residential.

It should also be noted that properties, or portions of properties, that can sometimes be exempt from this assessment remain variously classified with Fire Class Codes but are not assessed if the Town has excluded them from the assessment. Again, these codes are used by BCPA to assist them in the administration of their rolls, and we believe them to be highly accurate at the parcel level. If they are not assessed by the Town, the costs are not re-allocated to the remaining assessable units or categories.

Each BCPA parcel for the Town of Southwest Ranches also has, in addition to a Fire Class code, a Fire Basis element, which indicates the number of applicable billing units located on the parcel. For example, a single-family residential dwelling unit would have a Fire Basis element of “1”, indicating that the fixed residential assessment rate would be multiplied by “1” to arrive at an assessment amount and a duplex residential dwelling unit would have a Fire Basis element of “2”, indicating that the fixed residential assessment rate would be multiplied by “2” to arrive at an assessment amount, and so on. Commercial, Warehouse/Industrial, and Not-for-profits are based upon the square footage of the structure(s) on the property. The Fire Class code “S”, Special, generally includes mixed-use parcels that have mixed assessment rates applied to them. The sum of each category (e.g., “Residential”, “Commercial”, etc.) are added together within this coding. The Fire Basis element code in this Fire Class code in this category indicates the amount of the assessment for that Fire Class code. The BCPA handles mixed-use parcels as exceptions and manually calculates the assessment based upon the particular mix of uses that exist on those parcels. Table B notes the various Fire Class Categories and Codes, the number of parcels benefitting from the assessment for that category, the unit of measure for the assessment, and the total number of units in that category that are being assessed. A parcel can have more than one Fire Class Category:

Table B
BCPA Fire Class Counts

Fire Class Category	Category Code(s)	Sum of Total Number of Units	Unit of Measure	Number of Parcels
Commercial	C	318,149	Square Feet	23
Institutional	I	582,820	Square Feet	24
Acreage, Vacant	A, V	1,745	Acres	576
Residential	R	2,825	Dwelling Units	2,589
Warehouse/Industrial	W	124,184	Square Feet	12
Government - Exempt	X	42,188	Square Feet	238
				<u>3,462</u>

Source: BCPA 2026 Southwest Ranches Fire July Detail File. Mixed-use parcels have been disaggregated; therefore the number of parcels listed here is greater than the total number of actual parcels

Also, the BCPA combines 2 or more fire classes on the same parcel into a Special/Combination (Mixed Use) Fire Class “S”, which is not listed in the table above. The individual fire classes contained in each parcel coded “S” have been disaggregated and placed in their respective fire class code.

Fire/rescue Incidents

Fire/rescue call for service data is maintained by Davie Fire Rescue. Davie provided call data related to the Town of Southwest Ranches for calendar years 2016-2024. The call data included all dispatched calls for all fire and rescue units at the Town’s stations. The call data contained fire service calls, calls for rescue services, and all other calls. Because rescue services do not benefit property, this call data was culled from further consideration, leaving only fire service call data in our analysis. We also excluded from the call data calls to property that was located outside of the Town limits (mutual aid calls).

The Town of Southwest Ranches and Davie use the National Fire Incident Reporting System (NFIRS) for the collection and categorization of all fire and rescue incident types. This system provides not only the nature of the call responded to but also includes the type of property involved in the call. This data forms the basis for determining not only which

properties benefit from fire services, but also to what degree those types of properties demand service. While evaluating the call data, we exercised discretion in reclassifying certain incidents that we determined, for the purposes of this study, needed to be reclassified to accurately tie it to the most appropriate property use. As an example, an automobile fire in a parking lot at a shopping center would be reclassified from “uncovered parking” to a commercial use as the parking lot is considered to be part of the parcel owned by the shopping center for purposes of this study.

During the eight-year period studied, the Town of Southwest Ranches had 941 fire- or property-related incidents that could be attributed to a specific property use type. Mutual aid calls were excluded because they did not benefit properties within the Town. A list of the types of calls recorded by Davie and how this study categorized them is detailed in Appendix C, *Fire Rescue Call Categorization*.

The incident data includes a “Property Use” code or specific street address from which a property use code could be reasonably determined. These codes were then aggregated into larger Property Type codes that could be used to match more closely to the BCPA Category Codes used for fire assessments. The following Table C details the 941 fire or property incidents by the categories used to study fire service delivery and their corresponding BCPA Fire Class codes:

Table C
Fire Calls by Fire Class

Fire Call Categorization	Corresponding BCPA Fire Class Code	Number of Fire Calls, 2016-2024	Percent of Total
Commercial	C	100	10.63%
Institutional	I	195	20.72%
Acreage	A	39	4.14%
Residential	R	593	63.02%
Warehouse/Industrial	W	9	0.96%
Government- Exempt	X	5	0.53%
		941	100.00%

We then blended the Commercial, Institutional, and Warehouse/Industrial categories:

Table D
Fire Calls by Blended Fire Class

Blended Fire Call Categorization	Corresponding BCPA Fire Class Coding	Number of Fire Calls	Percent of Total
Blended Category (C,W,I)	C,W,I	304	32.31%
Acreage	A	39	4.14%
Residential	R	593	63.02%
Government- Exempt	X	5	0.53%
		<u>941</u>	<u>100.00%</u>

The recoded incident data to the BCPA Fire Class coding was then distributed to the expected FY2026 Assessable Fire service costs. We then assigned the maximum assessment by category and in total, based upon the fire class categories base and percentage of benefit by Class for the Town of Southwest Ranches and the maximum expected cost of fire service delivery for fiscal year 2026:

Table E
**Fiscal Year 2026-2027 Maximum Assessable Fire Services Cost,
Fire Code Apportionment and Maximum FY2026-2027 Assessment Rates**

Class	Total Number of Units	Unit Type	Percent Apportioned	Amount Allocated To Class	Proposed Not To Exceed Rate Per Unit
Blended (Commercial, Institutional, Warehouse/Industrial)	1,025,153	Per Square Feet	32.31%	\$ 1,255,702	\$ 1.2249
Acreage	1,727	Per Acre	4.14%	160,898	\$ 93.1660
Residential/Other	2,825	Per Unit	63.02%	2,449,221	\$ 866.98
Government - Exempt	42,188	Per Square Feet	0.53%	20,598	-
			<u>100.00%</u>	<u>\$ 3,886,418</u>	
				(102,130)	Less: Acreage Exemptions
				(20,598)	Less: Government Exempt
				(23,408)	Less: Residential Exempt
				<u>\$ 3,740,281</u>	Net Amount Realized

Findings of Special Benefit and Fair Apportionment

The improved properties in the Town are found to benefit from the special assessment because fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements, structures and land through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire program; and (iv) containing fire incidents occurring on land and within miscellaneous buildings with the potential to spread and endanger other property and property features. Further, the availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and the property and rental values within the assessable area.

The Fire Assessed Costs included in the Fire Assessment do not include costs related to the provision of emergency medical services (EMS) and have been fairly and reasonably apportioned among the benefitted parcels. While there are many ways to fairly apportion the costs of the fire services to benefitted properties, we note the following:

Apportioning Fire Assessed Costs among classifications of property based upon the historical demand for fire protection services is a fair and reasonable method because it reflects the property uses' potential fire risk based upon building use and is a reasonable proxy for the amount of fire flow, firefighters training and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices. Historical demand for fire protection services provides a fair, reasonable and proportionate relationship to the special benefit received by Assessed Parcels and will ensure that no property is assessed an amount greater than the special benefit received.

Using the Fire Class Codes developed and maintained by the Broward County Property Appraiser to define the classifications of property used to develop the Fire Assessment

cost allocations and rate calculations is fair and reasonable and reduces administrative burdens for both the Town and the Property Appraiser.

Apportioning the percentage of the fire protection assessed costs relating to historical calls for service among benefitted property based on Fire Class Codes is fair and reasonable because it reflects the property uses' potential fire risk based upon use, structure characteristics, and is a reasonable proxy for the amount of fire flow, firefighters training, and experience, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the Town's standards and practices.

The fire rescue incident reports (NFIRS) are the most reliable data available to determine the potential demand for fire services from property use and to determine the benefit to property use resulting from the demand for fire protection services to protect and serve buildings and land located within assessed property and their intended occupants. There exist sufficient fire incident reports that document the historical demand for fire protection services from assessed property within the property use categories. The relative demand that has been determined for each property use category by an examination of such fire rescue incident reports is consistent with the experience of the Town. Therefore, the use of the relative percentages that were determined by an examination of fire rescue incident reports is a fair and reasonable method to apportion the fire protection assessed costs among the property use categories.

The potential demand for fire protection services to Residential property relates primarily to the presence of Dwelling Units and the anticipated occupants of the Dwelling Units. Neither the size nor the value of the residential property determines the scope of the required fire response in the Town of Southwest Ranches. The potential demand for fire services is driven by the existence of each and every dwelling unit and the anticipated average occupant population. Other structures on a parcel with one or more Dwelling Units, such as non-commercial barns, free-standing garages and/or assessable farm structures, that are not Non-Residential Buildings are considered to be appurtenant to or accessory to the primary use of one or more Dwelling Units and are not assessed in addition to the Dwelling Unit(s). It is fair and reasonable to assess parcels with existing

Dwelling Units based on that primary use and to not assess other structures that are not Non-residential Buildings present on the same parcel.

“Residential/Other” or “R” Property, for purposes of imposition of the Fire Services Assessment, shall also include property with one or more structures that are not Non-residential Buildings, such as barns and/or accessory structures, and that are located on property without any existing Dwelling Unit(s). Non-residential Building(s) on such parcels shall be assessed at the Residential Property Rate collectively as one (1) dwelling unit. Structures that are not Non-residential Buildings that are located on parcels with no existing Dwelling Units generate demand for fire protection services similar to that demand generated by a single Dwelling Unit. Apportioning fire assessed costs to structures that are not Non-residential Buildings, such as assessable farm structures and non-commercial barns, and that are located on a separate parcel (with no Dwelling Units) in the same manner as a residential dwelling unit is a fair and reasonable method because the responses to those structures is similar to a response to a residential dwelling unit.

Apportioning the percentage of the fire protection assessed costs based on the relative demand for fire services attributable to residential property on a per dwelling unit basis, or, in the case of a structure on a separate parcel that is not a Non-residential Building as described above, is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

The assessment of Non-residential Buildings by actual square footage (“Building Area”) is fair and reasonable for the purpose of parcel apportionment based on relative demand because the demand for fire service to such Non-residential Buildings is primarily determined and measured by the actual square footage of structures and improvements within benefited parcels. The greater the Building Area, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that building’s size. Therefore, allocating assessable fire protection services costs to Non-residential Buildings based on the structure square footage (Building Area) is fair and reasonable and has a logical relationship to the demand for and benefit from fire protection services.

We believe that the apportionment methodology prepared herein is fair and reasonable, that the assessment rates proposed have a logical relationship to the special benefits to the Assessed Parcels from the availability and provision of fire protection services, that each Assessed Parcel located within the Town will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, and that the methodology fits the particular properties in and nature of the Town of Southwest Ranches.



7320 Griffin Road, Ste. 102
Davie, Florida 33314
954-903-0712

A handwritten signature in black ink, appearing to read "Christopher Wallace", written over a horizontal line.

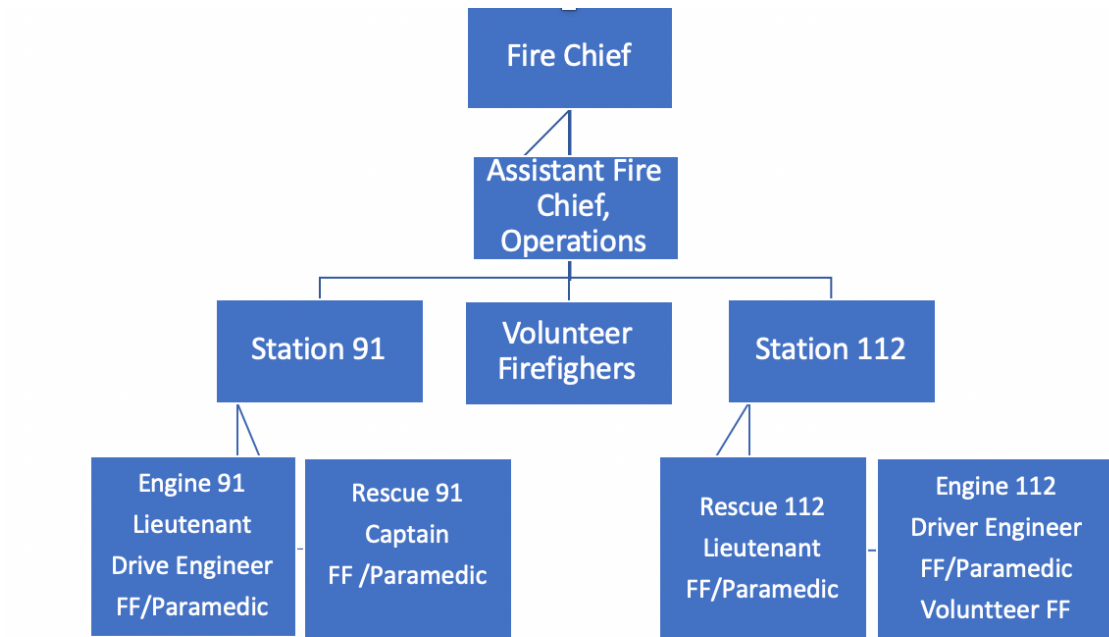
Christopher Wallace, President
July 16, 2026

Appendix A

Fire Rescue Cost Apportionment, FY2026-2027 Budget

	Total Budget	Fire Allocation	Rescue/EMS Allocation	Fire Costs	Rescue/EMS Costs
Personnel Costs					
Total All Personnel	3,541,034	60%	40%	2,124,620	1,416,414
Operating Expenditures					
Contractual Services	238,680	0%	100%	-	238,680
Internal Services _IT	144,044	60%	40%	86,426	57,618
Communications Services	12,601	60%	40%	7,561	5,040
Repairs and Maintenance, Vehicles	98,238	60%	40%	58,943	39,295
Repairs and Maintenance, Radios	3,925	60%	40%	2,355	1,570
Repairs and Maintenance, Equipment	13,550	18%	82%	2,439	11,111
Repairs and Maintenance, Equip. Directed	16,250	60%	40%	9,750	6,500
Repairs and Maintenance, SW Ranches	2,500	100%	0%	2,500	-
Offices Supply Expenses	500	60%	40%	300	200
Uniforms	11,000	60%	40%	6,600	4,400
Protective Fire Equipment	23,184	60%	40%	13,910	9,274
First Aid Supplies and Equipment	52,792	0%	100%	-	52,792
Emergency Preparedness	500	60%	40%	300	200
Fuel	13,224	60%	40%	7,934	5,290
Training and Education	13,164	60%	40%	7,898	5,266
Total Operating Expenditures	644,152			206,917	437,235
Total Expenditures, Davie	4,185,186			2,331,537	1,853,649
Davie Administrative Contract Costs	534,275	60%	40%	320,565	213,710
Total Davie Contract	4,719,461			2,652,102	2,067,359
Contingency	175,000	100%	0%	175,000	-
Other Operating Expenses	552,388	100%	0%	552,388	-
Assessment Expenses	177,440	100%	0%	177,440	-
Allocated Townwide Cost	329,488	100%	0%	329,488	-
General f/und Subsidy	-	100%	0%	-	-
Total SWR Fire Budget	5,953,777			3,886,418	2,067,359

Appendix B
Town of Southwest Ranches Fire Rescue
Organizational Table



Southwest Ranches Volunteer Fire Rescue



Appendix C

Fire Rescue Call Categorization

NFIRS Fire Type	Fire Class Code
100 - Fire, Other	
1 or 2 family dwelling	R
NULL	R
Open land or field	A
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street, Other	STREET
Water utility	X
111 - Building fire	
1 or 2 family dwelling	R
112 - Fires in structure other than in a building	
Outbuilding or shed	R
113 - Cooking fire, confined to container	
1 or 2 family dwelling	R
118 - Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Outside or special property, Other	A
122 - Fire in motor home, camper, recreational vehicle	
Open land or field	A
131 - Passenger vehicle fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Open land or field	A
Residential street, road or residential driveway	STREET
Street, Other	STREET
Vehicle parking area	C
1311 - Passenger vehicle fire with MVC	
Residential street, road or residential driveway	STREET
138 - Off-road vehicle or heavy equipment fire	
1 or 2 family dwelling	R
Funeral parlor	C
140 - Natural vegetation fire, Other	
1 or 2 family dwelling	R
Crops or orchard	C
Open land or field	A
Outside or special property, Other	A
141 - Forest, woods or wildland fire	
1 or 2 family dwelling	R
142 - Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Highway or divided highway	STREET
Livestock production	C
Open land or field	A
Street, Other	STREET
Vacant lot	A
143 - Grass fire	
Open land or field	A
150 - Outside rubbish fire, Other	
1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Vacant lot	A
151 - Outside rubbish, trash or waste fire	
1 or 2 family dwelling	R
Crops or orchard	C
Highway or divided highway	STREET
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
153 - Construction or demolition landfill fire	
1 or 2 family dwelling	R
154 - Dumpster or other outside trash receptacle fire	
1 or 2 family dwelling	R
Professional supplies, services	C
160 - Special outside fire, Other	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Street or road in commercial area	C
Vehicle parking area	C
162 - Outside equipment fire	
Crops or orchard	C
173 - Cultivated trees or nursery stock fire	
1 or 2 family dwelling	R

251 - Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Food and beverage sales, grocery store	C
Mercantile, business, Other	C
Vehicle storage, Other	W
400 - Hazardous condition, Other	
1 or 2 family dwelling	R
Mercantile, business, Other	C
Street or road in commercial area	C
Street, Other	STREET
411 - Gasoline or other flammable liquid spill	
Convenience store	C
Street, Other	STREET
412 - Gas leak (natural gas or LPG)	
1 or 2 family dwelling	R
424 - Carbon monoxide incident	
1 or 2 family dwelling	R
440 - Electrical wiring/equipment problem, Other	
1 or 2 family dwelling	R
Educational, Other	I
High school/junior high school/middle school	I
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
441 - Heat from short circuit (wiring), defective/worn	
1 or 2 family dwelling	R
442 - Overheated motor	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Highway or divided highway	STREET
443 - Breakdown of light ballast	
1 or 2 family dwelling	R
444 - Power line down	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
Outside or special property, Other	A
Residential street, road or residential driveway	R
Street or road in commercial area	C
Street, Other	STREET
Vehicle parking area	C
445 - Arcing, shorted electrical equipment	
1 or 2 family dwelling	R
Electrical distribution	I
Open land or field	A
Residential street, road or residential driveway	R
Schools, non-adult, other	I
Street, Other	STREET
460 - Accident, potential accident, Other	
Street, Other	STREET
463 - Vehicle accident, general cleanup	
Highway or divided highway	STREET
Street, Other	STREET
480 - Attempted burning, illegal action, Other	
1 or 2 family dwelling	R
481 - Attempt to burn	
Open land or field	A
500 - Service Call, other	
1 or 2 family dwelling	R
Household goods, sales, repairs	C
Outside or special property, Other	A
Street, Other	STREET
Vehicle parking area	C
522 - Water or steam leak	
1 or 2 family dwelling	R
531 - Smoke or odor removal	
1 or 2 family dwelling	R
553 - Public service	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Open land or field	A
Residential street, road or residential driveway	R
561 - Unauthorized burning	
1 or 2 family dwelling	R
Open land or field	A
651 - Smoke scare, odor of smoke	

1 or 2 family dwelling	R
Open land or field	A
Outside or special property, Other	A
Professional supplies, services	C
Residential street, road or residential driveway	R
Street, Other	STREET
653 - Smoke from barbecue, tar kettle	
1 or 2 family dwelling	R
671 - HazMat release investigation w/no HazMat	
1 or 2 family dwelling	R
700 - False alarm or false call, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, Other	C
Residential, Other	R
Storage, Other	W
Street, Other	STREET
Vehicle storage, Other	W
710 - Malicious, mischievous false call, Other	
Day care, in commercial property	C
714 - Central station, malicious false alarm	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Business office	C
Educational, Other	I
Elementary school, including kindergarten	I
Mental retardation/development disability facility	I
Residential board and care	R
Vehicle storage, Other	W
715 - Local alarm system, malicious false alarm	
Educational, Other	I
High school/junior high school/middle school	I
730 - System malfunction, Other	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
High school/junior high school/middle school	I
732 - Extinguishing system activation due to malfunction	
1 or 2 family dwelling	R
Church, mosque, synagogue, temple, chapel	I
733 - Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Church, mosque, synagogue, temple, chapel	I
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mercantile, business, Other	C
Residential board and care	R
735 - Alarm system sounded due to malfunction	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
736 - CO detector activation due to malfunction	
1 or 2 family dwelling	R
740 - Unintentional transmission of alarm, Other	
1 or 2 family dwelling	R
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Elementary school, including kindergarten	I
Vehicle storage, Other	W
743 - Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	I

Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Preschool	C
Public or government, Other	X
Residential, Other	R
Vehicle storage, Other	W
744 - Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Boarding/rooming house, residential hotels	C
Church, mosque, synagogue, temple, chapel	I
Dormitory-type residence, other	R
Eating, drinking places, other	C
Educational, Other	I
Fire station	X
High school/junior high school/middle school	I
Schools, non-adult, other	I
Vehicle storage, Other	W
745 - Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Boarding/rooming house, residential hotels	R
Church, mosque, synagogue, temple, chapel	I
Educational, Other	I
Fire station	X
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Mercantile, business, Other	C
Property Use, Other	C
Residential board and care	R
Residential or self-storage units	W
Restaurant or cafeteria	C
Vehicle storage, Other	W
Alarm system activation, no fire - unintentional	
1 or 2 family dwelling	R
Adult education center, college classroom	I
Church, mosque, synagogue, temple, chapel	I
Elementary school, including kindergarten	I
Mercantile, business, other	C
Preschool	C
Alarm system sounded due to malfunction	
Church, mosque, synagogue, temple, chapel	I
Household goods, sales, repairs	C
Mental retardation/development disability facility	I
Arcing, shorted electrical equipment	
Open land or field	A
Pipeline, power line or other utility right-of-way	STREET
Street, other	STREET
Attempted burning, illegal action, other	
1 or 2 family dwelling	R
Authorized controlled burning	
Open land or field	A
Brush or brush-and-grass mixture fire	
1 or 2 family dwelling	R
Open land or field	A
Residential street, road or residential driveway	R
Building fire	
1 or 2 family dwelling	R
Detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
High school/junior high school/middle school	I
Reformatory, juvenile detention center	I
Electrical wiring/equipment problem, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Residential street, road or residential driveway	R
Street, other	STREET
Excessive heat, scorch burns with no ignition	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I

False alarm or false call, other	
1 or 2 family dwelling	R
Business office	C
Elementary school, including kindergarten	I
Food and beverage sales, grocery store	C
Household goods, sales, repairs	C
Mercantile, business, other	C
Places of worship, funeral parlors, other	I
Preschool	C
Fire, other	
Service station, gas station	C
Gasoline or other flammable liquid spill	
Service station, gas station	C
Lightning strike (no fire)	
1 or 2 family dwelling	R
Malicious, mischievous false call, other	
Food and beverage sales, grocery store	C
High school/junior high school/middle school	I
Natural vegetation fire, other	
1 or 2 family dwelling	R
Ind., utility, defense, agriculture, mining, other	I
Outside equipment fire	
1 or 2 family dwelling	R
Outside rubbish, trash or waste fire	
Dump, sanitary landfill	I
Open land or field	A
Outside or special property, other	G
Overheated motor	
Highway or divided highway	STREET
Passenger vehicle fire	
Street, other	STREET
Vehicle parking area	C
Power line down	
1 or 2 family dwelling	R
Residential street, road or residential driveway	R
Street, other	STREET
Smoke detector activation due to malfunction	
1 or 2 family dwelling	R
Elementary school, including kindergarten	I
Smoke detector activation, no fire - unintentional	
1 or 2 family dwelling	R
Alcohol or substance abuse recovery center	I
Church, mosque, synagogue, temple, chapel	I
Public or government, other	X
Smoke or odor removal	
1 or 2 family dwelling	R
Smoke scare, odor of smoke	
1 or 2 family dwelling	R
Business office	C
System malfunction, other	
1 or 2 family dwelling	R
Trash or rubbish fire, contained	
1 or 2 family dwelling	R
Unauthorized burning	
1 or 2 family dwelling	R
Unintentional transmission of alarm, other	
1 or 2 family dwelling	R
24-hour care Nursing homes, 4 or more persons	I
Alcohol or substance abuse recovery center	I
Bank	C
Residential or self-storage units	W
Storage, other	W
Water or steam leak	
Street, other	STREET
Water problem, other	
1 or 2 family dwelling	R
Mercantile, business, other	C
Street, other	STREET
Water vehicle fire	
Open land or field	A

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Town of Southwest Ranches

Proposed FY2026-2027

Fire Assessment Worksheet

Sources:

Fire Administration Department
 Volunteer Fire Service Department
 Volunteer Fire Fund

Expenditures	Total FY2026-2027 Proposed	General Fund Portion	Fire Assessment Portion	
% Allocation per Consultant Study for FR Contractual Services Only		40.00%	60.00%	*
Direct Expenses:				
Fire Rescue Contractual Service	\$ 4,719,461	\$ 2,067,359	\$ 2,652,102	*
Operating Expenses	902,388	\$ 350,000	552,388	
Government & Acreage Exemptions	-	146,136	-	**
Capital Outlay	-	N/A	-	
Fire Protection/Control Contingency	175,000	N/A	175,000	
Sub-Total	\$ 5,796,849	\$ 2,563,495	\$ 3,379,490	

Other Expenses

Publication & Notification Costs	1,436
Statutory Discount	131,142
Collections Cost	44,863
Fire Assessment Cost Allocation of Townwide Personnel\Contractual Costs	329,488

Council Approved Subsidy

	-
Total Fire Assessment Expenses	\$ 3,886,418

Based on 2026 Consultant Study

Property Category	Assess Unit Type	% Apportioned	Amount	Proposed Rates FY26/27	Adopted Rates FY25/26	Difference: Increase Decrease
Combined Non-Res: Commercial-318,149SF	Per Sq.Ft. Bldg Area	10.63%	413,127	\$ 1.2249	\$ 1.0999	\$ 0.1250
Combined Non-Res: Institutional-582,820 SF	Per Sq.Ft. Bldg Area	20.72%	805,263	\$ 1.2249	\$ 1.0999	\$ 0.1250
Combined Non-Res: Warehse/Indust-124,184 SF	Per Sq.Ft. Bldg Area	0.96%	37,311	\$ 1.2249	\$ 1.0999	\$ 0.1250
Acreage - 1,727 Acres	Per Acre	4.14%	160,898	\$ 93.17	\$ 79.90	\$ 13.27
Residential - 2,825 Units	Per Unit	63.02%	2,449,221	\$ 866.98	\$ 767.76	\$ 99.22
Government - Exempt - 42,188 SF (General Fund)	Per Sq.Ft. Bldg Area	0.53%	20,598			
Total		100%	\$ 3,886,418			

* 60% / 40% split applies in most cases (Fire Contract services)

** These amounts are funded thru the General Fund (Fire Protection Assessment Methodology Report)

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
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Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 7/23/2026
SUBJECT: FY2026-2027 Proposed Preliminary Solid Waste Assessment

Recommendation

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special Assessment maximums in accordance with Exhibit A, and which includes ratification for an annual special 50% tax exemption for 100% service-connected disabled veterans.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town Council approved a contract with WM (formerly Waste Management) on July 28, 2022, for solid waste, recyclables, bulk waste collection and disposal franchise agreement. The FY 2026-2027 total proposed solid waste assessment expenses have been estimated at \$3,927,320. This amount represents an increase of \$513,038 when compared to last year's budgeted amount of \$3,414,281. It is important to note that last year's budgeted amount was

subsidized in the amount of \$250,000 thus the true year-over-year increase is actually \$263,039 or 7%.

Fiscal Impact/Analysis

The Town intends to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. The Franchise Agreement provides the following financial benefits to the Town, which are consistent with the current agreement:

- Reimbursement for cost of the RFP process in the amount of \$49,680. The first \$5,000 will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first year of the Franchise Agreement. The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor's monthly invoices at one thousand (\$1,000) per month for forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45th) month, beginning the second month of the Agreement term.
- Franchise Permit Fee of \$5,000/year. With the exception of the first year of the agreement (paid as noted above), the Contractor shall pay this fee to the Town by October 1st of each year of the Franchise Agreement.
- The Commercial Franchise Fee equals 10% of the commercial service fees charged and collected by the Contractor, which will be remitted monthly to the Town.

This resolution includes ratification for an annual special 50% tax exemption for 100% service-connected disabled veterans thus making them eligible to claim a 50% reduction. Property Appraiser designated twenty-seven (27) 100% service-connected disabled veterans. This represents an impact to the general fund of approximately \$19,824 (Solid Waste Res. \$8,469; Bulk Waste Res. \$11,355).

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Exhibit A - Solid Waste Worksheet	7/17/2026	Exhibit

RESOLUTION NO. 2026-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

WHEREAS, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

WHEREAS, the Town Council, during the Fiscal Year 2018, made an initial policy decision, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 50% exemption for Solid Waste and Bulk Waste Assessments pursuant to R-2017-058 approved on September 13, 2017, via unanimous vote and wish to provide for such exemption for the Fiscal Year 2027.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. Purpose and Definitions. This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter "Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the

singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Parcel" means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services, and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

"Bulk Waste" means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

"Commercial Property" or "Non-residential Property" means collectively those Parcels with DOR Codes, Use Codes or Usage indicating more than just single-family residential uses and that may have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution. Combination Commercial or Non-residential uses with single-family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"DOR Code" means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll. Where the use of a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose a rate based on the use regardless of the DOR Code assigned to the parcel.

"Dwelling Unit" means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For the purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

"Estimated Solid Waste Assessment Rate Schedule" means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

"Household Waste" means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

"Report" or **"Town of Southwest Ranches Solid Waste Assessment Report"** means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

"Residential Property" means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for the purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013, Public Hearing. Combination Commercial or Non-residential uses with single family residential uses are subject to the Assessments authorized by this Initial Resolution in addition they shall be billed directly for services by the Town's Solid Waste Provider.

"Vacant/Agricultural Property" means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For the purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property. As such, Commercial or Non-residential Properties shall be billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

Section 3. Provision and Funding of Solid Waste Services.

Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

Section 4. Imposition and Computation of Solid Waste Assessments.

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

Section 5. Legislative Determination of Special Benefit and Fair Apportionment. It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Bulk Waste, including but not limited to vegetative debris and solely residential livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

Section 6. Determination of Solid Waste Assessed Costs; Establishment of Initial Solid Waste Assessment Rates.

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2026-2027 commencing October 1, 2026, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2026-2027 commencing on October 1, 2026.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2026-2027 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 7 of this Preliminary Assessment Resolution.

Section 7. Preliminary Assessment Roll. The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be

in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

Section 8. Recognized Disabled Veterans Exemption. Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a veteran's service-connected total and permanent disability ad valorem tax exemption, shall be partially exempt from the collection of the Solid Waste Assessments. The Town shall buy down this 50% exemption with non-assessment funds.

Section 9. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Monday, September 14, 2026, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 10. Notice by Publication. The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than Wednesday, August 25, 2026.

Section 11. Notice by Mail. The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than Tuesday, August 26, 2025. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

Section 12. Severability. If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 13. Application of Assessment Proceeds. Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Townwide solid waste services, facilities, and programs.

Section 14: Conflicts. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

Section 15: Severability. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of

Southwest Ranches, Florida, this 23rd day of July 2026, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.087

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Town of Southwest Ranches
Proposed FY 2026/2027
Solid Waste Assessment Worksheet

EXHIBIT A

Sources:

Waste Management
 Broward County Property Appraiser
 Munilytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Proposed FY26/27
% Allocation Direct Expenses Only	44.55%	55.45%	

Direct Expenses:

Solid Waste - Collection	\$ 876,034	\$ -	\$ 876,034
Solid Waste - Disposal	\$ 317,254	\$ -	\$ 317,254
Bulk Waste - Collection		\$ 1,161,262	\$ 1,161,262
Bulk Waste - Disposal		\$ 723,245	\$ 723,245
Recyclables - Collection	\$ 252,535		\$ 252,535
Recyclables - Processing	\$ 68,388		\$ 68,388
Sub-Total Cost of Service	\$ 1,514,210	\$ 1,884,506	\$ 3,398,717

Other Expenses

Statutory Discount	\$ 125,753
Collections Cost and Other	\$ 16,994
Townwide Personnel/Contractual Costs	\$ 385,857
Town Council approved subsidy	\$ -
Total Solid Waste Assessment Expenses	\$ 3,927,320

Based On Consultant Study

Assessment Range	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Number of Units in Range (Bulk)	Bulk Waste Cost Per Unit	Total Proposed Rates FY26/27	Total Adopted Rates FY25/26	Difference: (Decrease)/Increase)
Track	Sq. Ft Lot Range							
A	0 - 41,200	437	\$ 627.36	437	\$ 553.68	\$ 1,181.04	\$ 1,073.55	\$ 107.49
B	41,201 - 46,999	444	\$ 627.36	444	\$ 653.94	\$ 1,281.30	\$ 1,077.19	\$ 204.11
C	47,000 - 62,999	406	\$ 627.36	406	\$ 834.34	\$ 1,461.70	\$ 1,275.15	\$ 186.55
D	63,000 - 95,999	442	\$ 627.36	442	\$ 875.86	\$ 1,503.22	\$ 1,282.52	\$ 220.70
E	96,000 - 106,999	433	\$ 627.36	433	\$ 1,005.83	\$ 1,633.19	\$ 1,394.65	\$ 238.54
F	107,000 - >107,000	431	\$ 627.36	431	\$ 1,122.77	\$ 1,750.13	\$ 1,596.75	\$ 153.38

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Town of Southwest Ranches
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Town Council
Steve Breitreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
David S. Kuczenski, Esq., *Council Member*

Russell C. Muniz, ICMA-CM, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 7/23/2026
SUBJECT: Resolution approving Strategic Plan 26-31

Recommendation

Town Council consideration to approve the resolution.

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

A strategic plan serves as a "roadmap" for organizations by identifying priorities and focus areas, goals and objectives, that will serve the organization and its community for a set number of years.

Town Council and Town Staff embarked on an intensive project to bring forward the Town's main focus areas for the next five years. Visioning retreats, listening sessions, public input and

Strategic Planning Committee meetings were held to identify the Town of Southwest Ranches' priorities and needs.

The proposed 2026-2031 Strategic Plan (attached hereto), facilitated by E2W Consulting Services, includes operational and strategic planning recommendations, along with a revised mission statement, updated focus areas, new goals, and key performance indicators. Town Council and Staff will rely upon this document to guide through the budget process and to rely upon as the basis of our Town priorities.

Fiscal Impact/Analysis

The 2026-2031 Strategic Plan will assist Town Administration and staff in presenting a balanced and sound budget each year that focuses on the Town's priorities.

Staff Contact:

Russell C. Muñiz, Town Administrator
Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Strategic Plan Document	7/17/2026	Backup Material

RESOLUTION 2026-XXX

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN OF SOUTHWEST RANCHES' STRATEGIC PLAN, INCLUDING THE TOWN'S VISION, MISSION, GOALS, AND STRATEGIC FOCUS AREAS FOR 2026-2031; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2026-2031 Strategic Plan was developed through a comprehensive planning process, including a resident survey, stakeholder focus groups, individual Town Council interviews, a resident input meeting, and a Town Council and Staff retreat; and

WHEREAS, the Strategic Planning process, facilitated by E2W Consulting Services, includes operational and strategic planning recommendations, along with a revised mission statement, updated focus areas, new goals, and key performance indicators; and

WHEREAS, the Town Council of the Town of Southwest Ranches deems it necessary, appropriate, and in the public's best interest, to approve and adopt the 2026-2031 Strategic Plan, attached hereto as "Exhibit A".

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

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

Section 2. The Town Council hereby approves the 2026-2031 Strategic Plan.

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

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

Ranches, Florida, this ____ day of ___, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.081



July 23, 2026

Submitted by:



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CHAPTER 1: EXECUTIVE SUMMARY

E2W Consulting Services appreciates the opportunity to be engaged by the Administration of the Town of Southwest Ranches to facilitate the preparation of the Town's Strategic Plan. For a local government organization, a comprehensive strategic plan serves as the roadmap to guide budgetary priorities, resource allocation, and overall decision-making both at the governance and administrative levels of the organization. For Southwest Ranches, this Strategic Plan Document spans the period of Fiscal Year 2026-2031.

The overarching focus during this engagement was to provide the Town with a Strategic Plan Document (the "Document") that provides a framework for achieving targeted, meaningful, and measurable outcomes. It is noted that the development of this Document was driven by the Town's leadership, and whereby this Consultant's role was to provide guidance, facilitate discussions and ensure progress toward the intended objective. This Strategic Plan intentionally limits the Town's strategic priorities to three areas: **Infrastructure**, **Technology**, and **Town Services** to maximize organizational focus and ensure that limited fiscal and human resources produce measurable community outcomes.

It is recognized that the Town of Southwest Ranches undertook a similar strategic planning process in 2015, followed by an updated report in 2021 where resident feedback was obtained via a mailed survey to all 2,564 households. Four years later (in 2025), the Town performed an online resident survey-TownPOV, to further solicit feedback about how the Town was performing and determine updated opinions about what the desired areas of priority were. All past collected data was reviewed and analyzed as part of this engagement. In addition, several community engagement efforts were undertaken. In the end, residents' feedback generally validated what previous reports yielded.

The challenge for many organizations (especially small, local municipalities) is to craft a strategic plan that will take large amounts of data and streamline it into an actionable framework that will enable the administration to advance the outcomes desired by residents. This Document provides the Town with an onramp for enhanced organizational effectiveness by highlighting the following:

- Three strategic priority areas (areas of resource allocation)
- Measurable strategic goals
- A defined plan period (five years)

The remaining chapters of this Document provide important information about Town demographic data, and how Southwest Ranches compares to its neighboring communities. The structure of this Document outlines an approach to the strategic planning process and how the strategic focus areas were developed.

Recognizing that a strategic plan only creates value through implementation, this Document concludes with a Strategic Performance & Accountability Framework designed to connect the Town Council's strategic priorities to departmental goals, annual budget decisions, measurable performance indicators, and public reporting. Together, these elements establish a practical roadmap for preserving Southwest Ranches' unique identity while ensuring accountable and measurable progress over the next five years.

On behalf of the E2W Consulting Services team, we want to sincerely thank the Town's Administration for its commitment to serving its residents, stakeholders and team members, and for prioritizing organizational improvement through this engagement.

Sincerely,

Daniel A. Rosemond

Daniel A. Rosemond, President
E2W Consulting Services, LLC

CHAPTER 2: ABOUT SOUTHWEST RANCHES

Community Profile

The Town of Southwest Ranches (the “Town”) remains one of Broward County's most distinctive residential communities, characterized by its rural lifestyle, large-lot residential development pattern, and high quality of life. The Town's population is estimated at approximately 7,650 residents, reflecting relatively stable growth since the 2020 Census, which recorded a population of 7,607. Population growth has remained modest, consistent with the community's commitment to preserving its rural character and limiting higher-density development.

Southwest Ranches exhibits a mature and family-oriented demographic profile. The median age is approximately 45 years, significantly higher than many neighboring communities, reflecting a well-established residential population. While families with children continue to comprise an important segment of the community, nearly one-quarter of residents are age 65 or older, indicating a growing senior population that may influence future service, recreation, transportation, and healthcare needs.

The Town is increasingly diverse while maintaining a predominantly residential character. Hispanic and Latino residents account for approximately 40 percent of the population, while non-Hispanic White residents represent about 45 percent. Smaller but growing Asian, Black, and multiracial populations contribute to the Town's cultural diversity. Recent demographic trends suggest increasing racial and ethnic diversity, consistent with broader patterns observed throughout South Florida.

Household characteristics further distinguish Southwest Ranches from many urban communities. The Town is overwhelmingly composed of family households, with high rates of homeownership and larger-than-average household sizes. Approximately 96 percent of occupied housing units are owner-occupied, reflecting long-term residential stability and strong community investment. Housing is dominated by single-family detached homes situated on large lots, reinforcing the Town's rural residential identity.



Figure 1

Southwest Ranches is among the most affluent communities in Broward County. Median household income exceeds \$160,000 annually, substantially higher than county and state averages. Educational attainment levels are also notably high, with more than 40 percent of adult residents holding a bachelor's degree or advanced degree. These characteristics contribute to a highly skilled workforce, strong property values, and a robust local tax base. Poverty rates remain very low compared to regional averages.

Looking forward, demographic trends suggest that Southwest Ranches will continue to experience slow population growth, increasing diversity, and gradual aging of its resident population. These trends reinforce the importance of maintaining the Town's rural lifestyle while planning for evolving community needs, including recreational amenities, public safety services, transportation options, environmental stewardship, and programs that support residents across all stages of life. The Town's strong socioeconomic indicators position it well to preserve its unique character while adapting to future demographic and economic changes.

COMMUNITY	POPULATION	MEDIAN AGE	MEDIAN HOUSEHOLD INCOME
Southwest Ranches	7,650	45 years	\$161,000
Weston	68,000	42 years	\$140,000
Davie	107,000 *	42 years	\$90,000 - \$100, 000 *
Pembroke Pines	171,000 *	41 years	\$85,000 - \$95,000 *
Broward County	1.95 million*	41 years	\$78,000 *

Figure 2

*Approximate ACS estimates. Sources: U.S. Census Bureau ACS 2023/2024 estimates.

Regional Context and Comparative Analysis

While Southwest Ranches shares geographic proximity with several of Broward County's largest municipalities, its demographic and socioeconomic profile remains distinct. Compared to Broward County, Weston, Davie, and Pembroke Pines, Southwest Ranches is characterized by a smaller population, lower residential density, higher rates of homeownership, larger residential lots, and a stronger rural-residential identity. These differences shape community expectations, service delivery needs, and long-term planning priorities.

Population and Growth

Southwest Ranches remains one of the smallest municipalities in Broward County, with a population of approximately 7,650 residents. By comparison, neighboring Weston has nearly nine times the population, while Davie and Pembroke Pines are substantially larger regional population centers. The Town's limited population growth reflects its long-standing commitment to preserving a rural lifestyle through large-lot residential development and agricultural uses. Unlike many neighboring communities that continue to accommodate higher-density residential growth, Southwest Ranches has intentionally prioritized land-use policies that protect open space, equestrian activities, and low-density neighborhoods.

Age and Household Characteristics

Southwest Ranches has an older demographic profile than many surrounding communities. Nearly one-quarter of residents are age 65 or older, compared with approximately 12 percent in Weston and lower shares in many parts of Broward County. At the same time, the Town continues to attract families seeking larger properties and a rural quality of life. Household sizes are larger than county averages, and family households represent a significant share of occupied housing units. These trends suggest growing demand for both family-oriented amenities and services that support an aging population.

Income and Educational Attainment

Southwest Ranches ranks among the most affluent communities in Broward County. Median household income exceeds \$160,000 annually, substantially higher than Broward County and higher than neighboring municipalities, including Weston. Educational attainment is similarly strong, with more than half of adult residents possessing a bachelor's degree or advanced degree. These characteristics contribute to a highly educated workforce, strong property values, and a stable local tax base. The Town's economic profile reflects a community with significant resources and expectations for high-quality public services and infrastructure.

Housing and Community Characteristics

Perhaps the most significant distinction between Southwest Ranches and neighboring municipalities is housing form and density. Whereas Weston, Davie, and Pembroke Pines are primarily suburban communities with a mix of single-family neighborhoods, townhomes, and multifamily housing, Southwest Ranches remains overwhelmingly composed of minimum one (1) acre lot single-family homes. Nearly all occupied housing units are owner-occupied, and detached single-family homes dominate the housing inventory. This development pattern reinforces the Town's rural identity while contributing to higher property values and lower population density.

Diversity and Regional Integration

Like much of South Florida, Southwest Ranches has become increasingly diverse over time. Hispanic and Latino residents comprise approximately 40 percent of the population, reflecting broader demographic trends throughout Broward County. However, the Town's demographic composition remains somewhat different from neighboring Weston and Pembroke Pines, which have experienced larger increases in international migration and population growth. These trends highlight the importance of maintaining inclusive community engagement strategies while preserving the Town's unique cultural and rural character.

Strategic Planning Implications

The comparison with neighboring municipalities demonstrates that Southwest Ranches occupies a unique position within Broward County. While surrounding communities continue to urbanize and increase residential density, Southwest Ranches remains committed to preserving its rural lifestyle, agricultural heritage, and equestrian character. As a result, future strategic planning efforts should focus on balancing preservation with evolving community needs, including infrastructure resiliency, environmental stewardship, public safety, recreational opportunities, mobility enhancements, and services for an aging population. The Town's strong socioeconomic profile and stable residential base provide a solid foundation for achieving these goals while maintaining the qualities that distinguish Southwest Ranches from neighboring jurisdictions.

How Southwest Ranches Compares to Neighboring Communities

INDICATOR	COMMUNITY				
	SOUTHWEST RANCHES	WESTON	DAVIE	PEMBROKE PINES	BROWARD COUNTY
Population	7,650	68,000 – 71,000	107,000	171,000	1.95 million
Land Area (sq. Mi.)	13.0	26.3	35.7	34.8	1,205
Population Density	590/sq. mi.	2,700/sq. mi.	3,000/sq. mi.	4,900/sq. mi.	1,600/sq. mi.
Median Age	45.3	42	42	41	41
Median Household Income	\$161,000	\$140,500	\$95,000	\$92,000	\$78,000
Bachelor's Degree or Higher	43-52%	68%	39%	36%	35%
Homeownership Rate	95.8%	79%	69%	74%	67%
Median Home Value	\$900,000	\$644,000	\$520,000	\$480,000	\$410,000
Residents Age 65+	24.9%	16%	15%	17%	18%

Figure 3

Sources: U.S. Census Bureau American Community Survey (ACS) 2023–2024 estimates

What Makes Southwest Ranches Unique?

Rural Character

- ◆ Lowest population density among neighboring communities.
- ◆ Large-lot residential development pattern.
- ◆ Extensive equestrian, agricultural, and open space uses.
- ◆ Nearly all housing consists of detached single-family homes.

Exceptional Residential Stability

- ◆ Nearly 96% homeownership rate.
- ◆ Long-term resident base with strong community investment.
- ◆ Limited turnover compared to more urbanized municipalities.

Strong Economic Profile

- ◆ Highest median household income among neighboring communities.
- ◆ One of Broward County's wealthiest municipalities.
- ◆ Very low poverty levels.
- ◆ Strong tax base supported by high residential property values.

Highly Educated Population

- ◆ More than half of adults possess a bachelor's degree or higher.
- ◆ Professional and executive occupations comprise a significant share of the workforce.
- ◆ Strong civic engagement and expectations for quality municipal services.

Mature and Family-Oriented Population

- ◆ Median age exceeds neighboring municipalities.
- ◆ Nearly one-quarter of residents are age 65 or older.
- ◆ Continues to attract families seeking larger lots, privacy, and rural living.

Strategic Implications for Demographic Data

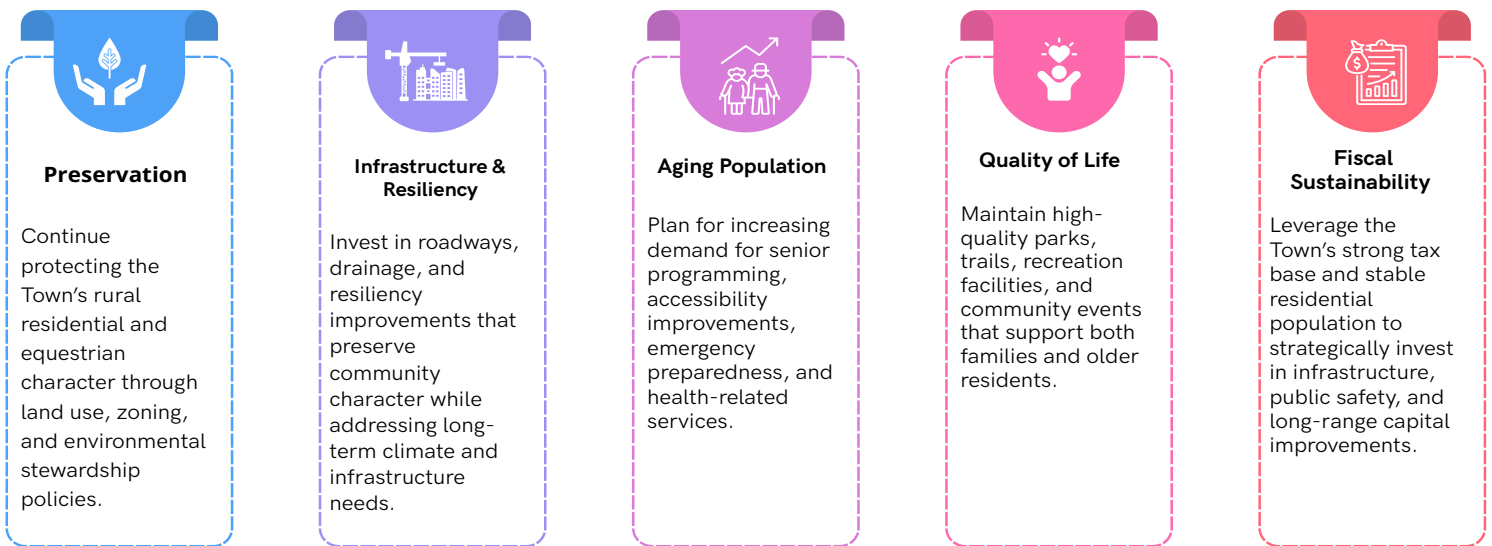


Figure 4

Why Demographics Matter

The demographic profile presented in this chapter illustrates that Southwest Ranches is not experiencing the rapid urbanization common among neighboring municipalities. Instead, the Town's strategic challenge is preserving its unique rural identity while adapting to changing resident expectations, infrastructure needs, and fiscal realities. These observations provide the context for the strategic planning process described in the following chapter.

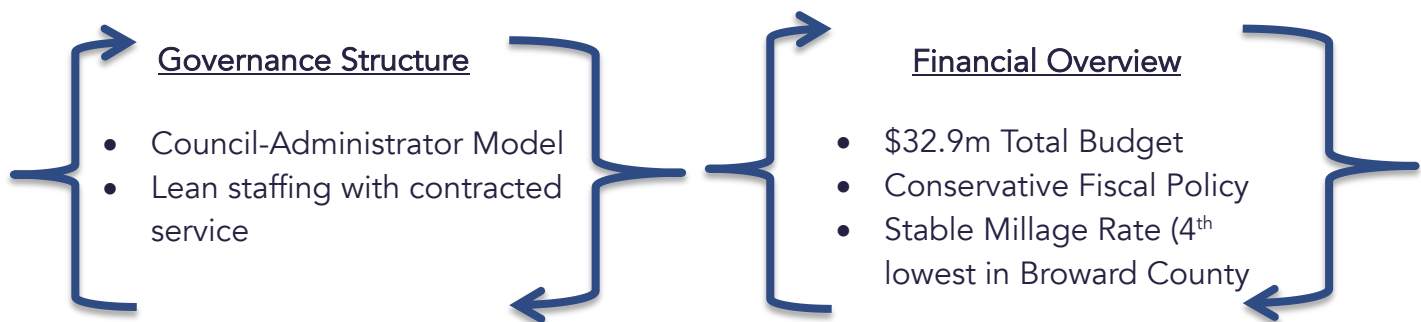


Figure 5

CHAPTER 3: STRATEGIC PLANNING PROCESS

Approach

This engagement was approached by fully respecting the scope of work (SOW) outlined in the solicitation. A foundational principle of this approach is process continuity; As the Town performed a strategic plan in 2015, with a later updated version in 2021. Moreover, in 2025, the Town engaged in a comprehensive community survey that yielded meaningful information about resident priorities and overall resident satisfaction with living in the Town of Southwest Ranches.

The approach uses the Town's current guiding statements as a starting point, applying a proven vision-values-mission clarity framework to assess whether they remain clear, compelling, and actionable, or whether thoughtful evolution is warranted based on validated data, stakeholder input, and community needs. In the end, the primary objective of this planning process was to generate a strategic plan document that provides a framework within which the Town can effectively function, using measurable outcomes as indicators of progress and alignment with the established strategic priorities.

Some of the key activities performed included:

- ◆ Document & Data Review
- ◆ Program & Partnership Inventory
- ◆ Leadership & Governance Engagement
- ◆ Town Council Visioning & Goal Setting Retreat
- ◆ Staff Engagement (Strategic Planning Committee)
- ◆ Community outreach
- ◆ SWOC Assessment (strengths, weaknesses, opportunities, and challenges)

Moreover, as expressed during the project kick-off meeting with the Town's Strategic Planning Committee, this Consultant was engaged to facilitate (not decide) the development of the Town's strategic goals. Objectivity was critical during its interactions with the Town's leadership, staff, and residents to support arriving at a Strategic Plan that reflects the priorities, values, and benchmarks set collectively.

To do so, there were overarching guiding principles followed:



Figure 6

CHAPTER 4: KEY FINDINGS & INSIGHTS

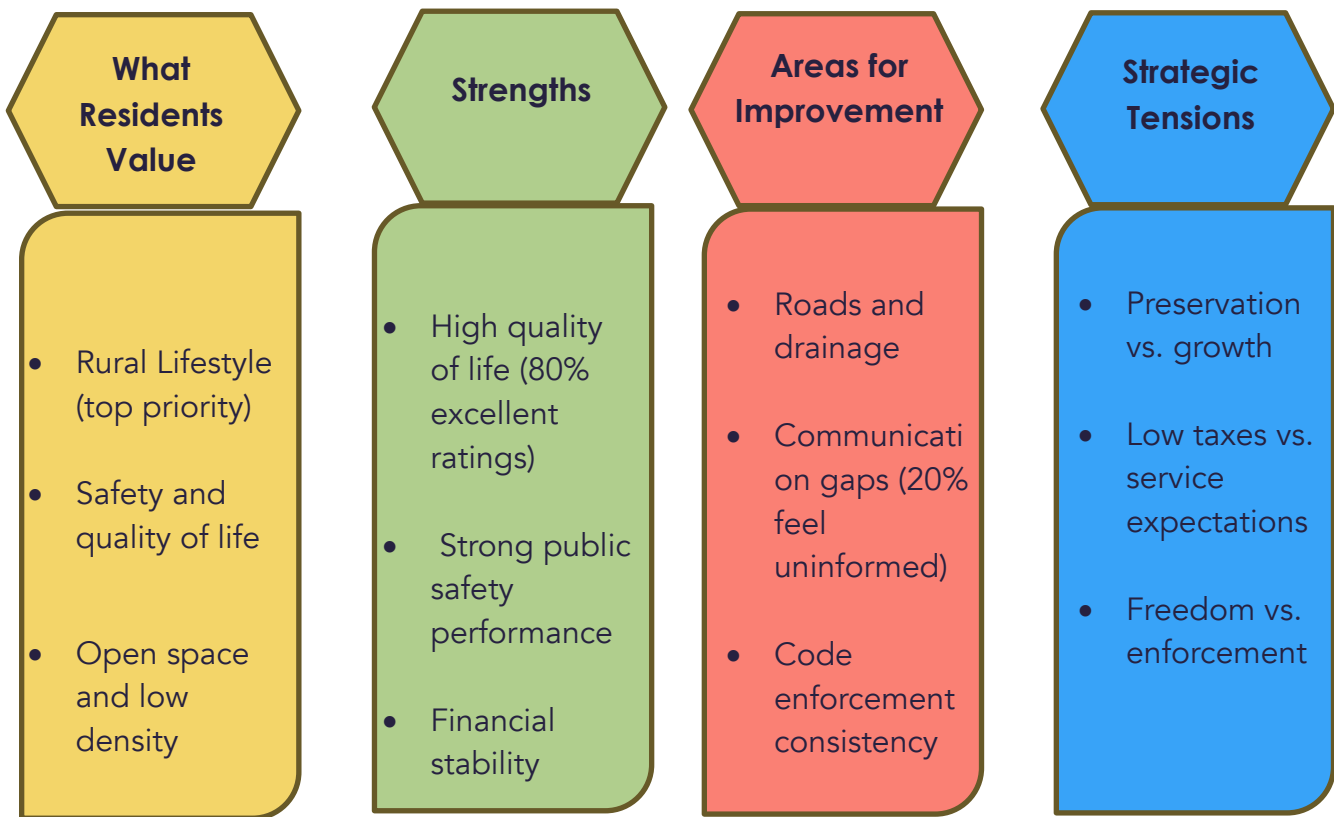


Figure 7

Collectively, these findings reveal that residents are not seeking transformational change. Rather, they expect the Town to preserve the qualities that distinguish Southwest Ranches while making disciplined investments in infrastructure, technology, and municipal services. These findings ultimately informed the Town Council's identification of the Strategic Priority Areas discussed in Chapter 6.

CHAPTER 5 : VISION, MISSION, AND VALUES

An integral part of developing an effective Strategic Plan is ensuring its alignment with an organization's vision, mission, and values. As indicated in Chapter 3, a Town Council visioning & goal setting retreat was held on Saturday, April 4, 2026. The objective of this session was to provide the Council with an opportunity to reach consensus on strategic priorities moving forward over the next five (5) years. This session would also allow the Council, as the Town's governing body, to revisit the Vision Statement to confirm it still reflected the sentiments of the Town's residents through its elected leaders. The session was held away from Town Hall, at Rolling Oaks Barn. Although it was a public meeting and advertised accordingly, this informal setting afforded each Council Member the opportunity to express their viewpoint on strategic priorities for the Town without the time constraints of a typical Council Meeting.

After open discussion by the Council, the Town's Vision statement was unanimously updated as follows:

Vision Statement

"To remain a uniquely rural, equestrian, and environmentally protected community where open space, low-density living, and natural habitats are preserved for current and future generations."

It is important to mention that one-on-one meetings were held with each Council Member prior to the visioning & goal setting retreat. The objective of these individual meetings was to allow greater leeway for each member to express their personal viewpoints on several issues, not the least of which were the biggest threats to the Town. These individual meetings also allowed for the establishment of rapport between the governing body and this Consultant prior to the retreat, thus stimulating greater comfort for candid discussion.

The visioning & goal setting retreat was also attended by the Town Administrator and his leadership team. Participants noted that shifting priorities can make it difficult for staff to sustain momentum on capital projects and program initiatives. A disciplined strategic

framework can help the council and administration maintain continuity while still allowing flexibility for urgent issues.

As part of this meeting, attendees were also asked to revisit the Town's Mission Statement to ensure that it captured the clarity and direction inherent in an effective Mission Statement. To that end, a few recommended changes were mentioned with the understanding that the final edits would be brought back in the form of a modified Mission Statement.

Mission Statement

“To safeguard the Town's rural character through community-driven service delivery, emphasizing the protection of open space and land use, while enhancing a high quality of life that promotes and protects the Town's equestrian and agricultural heritage.”

Beyond the vision and mission of the Town of Southwest Ranches, the strategic planning process also included revisiting the values that are core to the Town, its residents, and the Administration.

Core Values

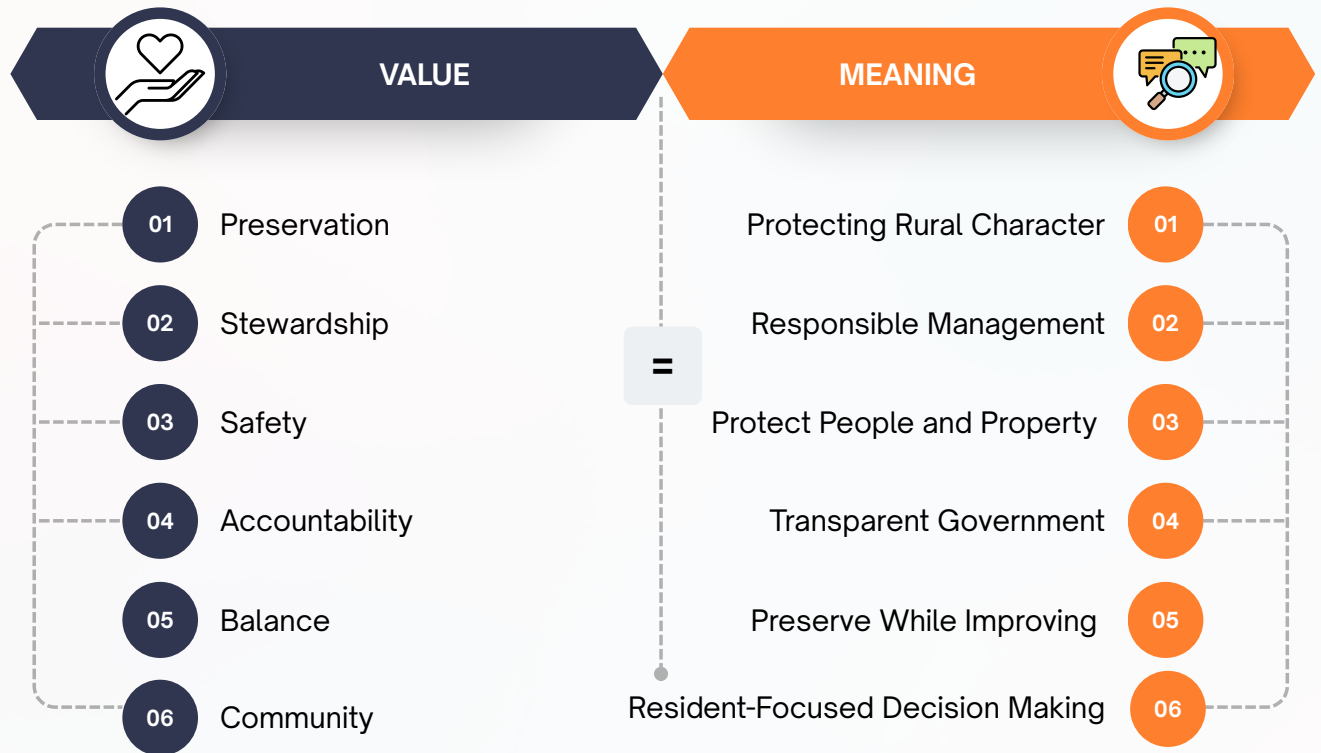


Figure 8

(Each supported by survey data)

CHAPTER 6: STRATEGIC PRIORITY AREAS

Areas of Strategic Resource Allocation

Another critical component of an effective strategic plan is the identification of organizational priorities. Regardless of the type of organization, the absence of strategic priorities can result in aimless and unfruitful activities. Moreover, without identifying strategic priorities, the allocation of financial and human resources can fail to yield meaningful results commensurate with the value of said resources.

For local government organizations such as the Town of Southwest Ranches, identifying strategic priority areas is paramount. As stewards of taxpayer dollars, the Town's governing body and its administration have a fiscal responsibility to ensure that the allocation of resources adhere to state requirements *and* are aligned with the expressed sentiments of its residents and stakeholders. To that end, the Town's governing body has emphasized that the term strategic priority areas are more appropriately referred to as areas of strategic resource allocation.

During the visioning and goal setting retreat, the identification and consensus of the Town's strategic priorities was at the center of the discussion. For starters, it was necessary to recognize that like many local government organizations, there are many categorical areas that vie for the attention and commitment of resources. Figures 9 & 10 below reflects the suggested areas of strategic focus.

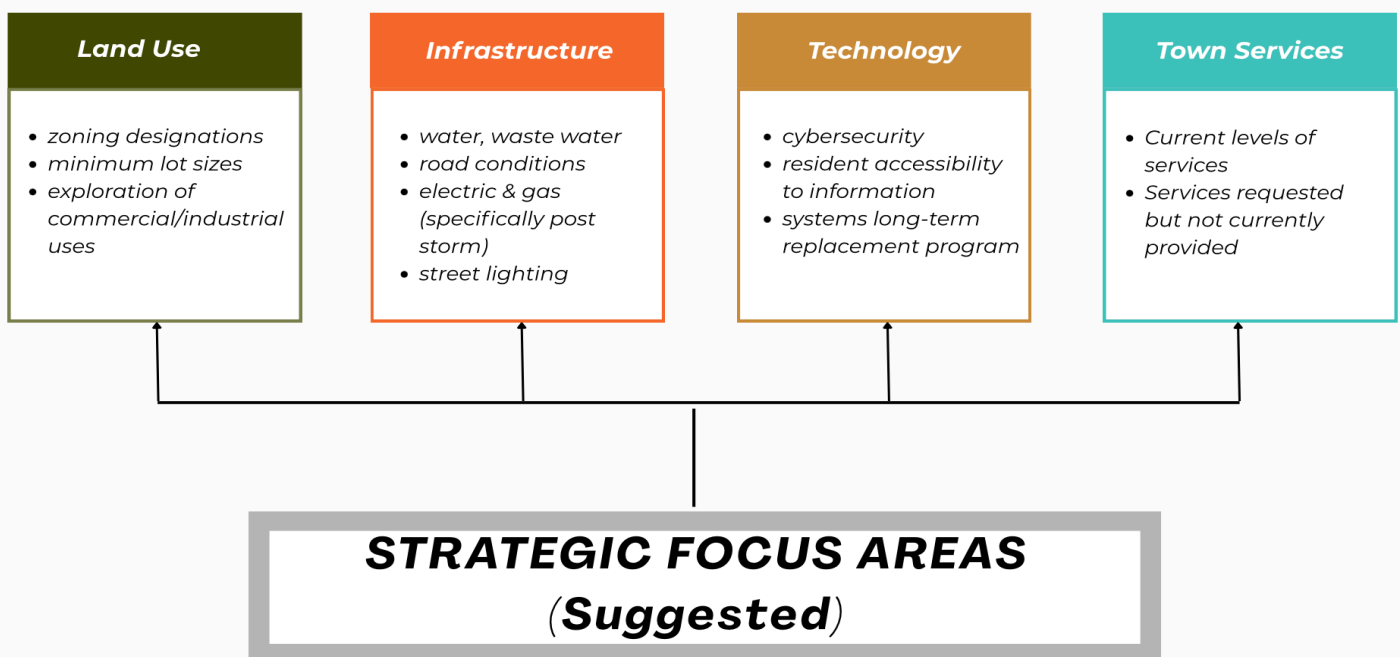


Figure 9

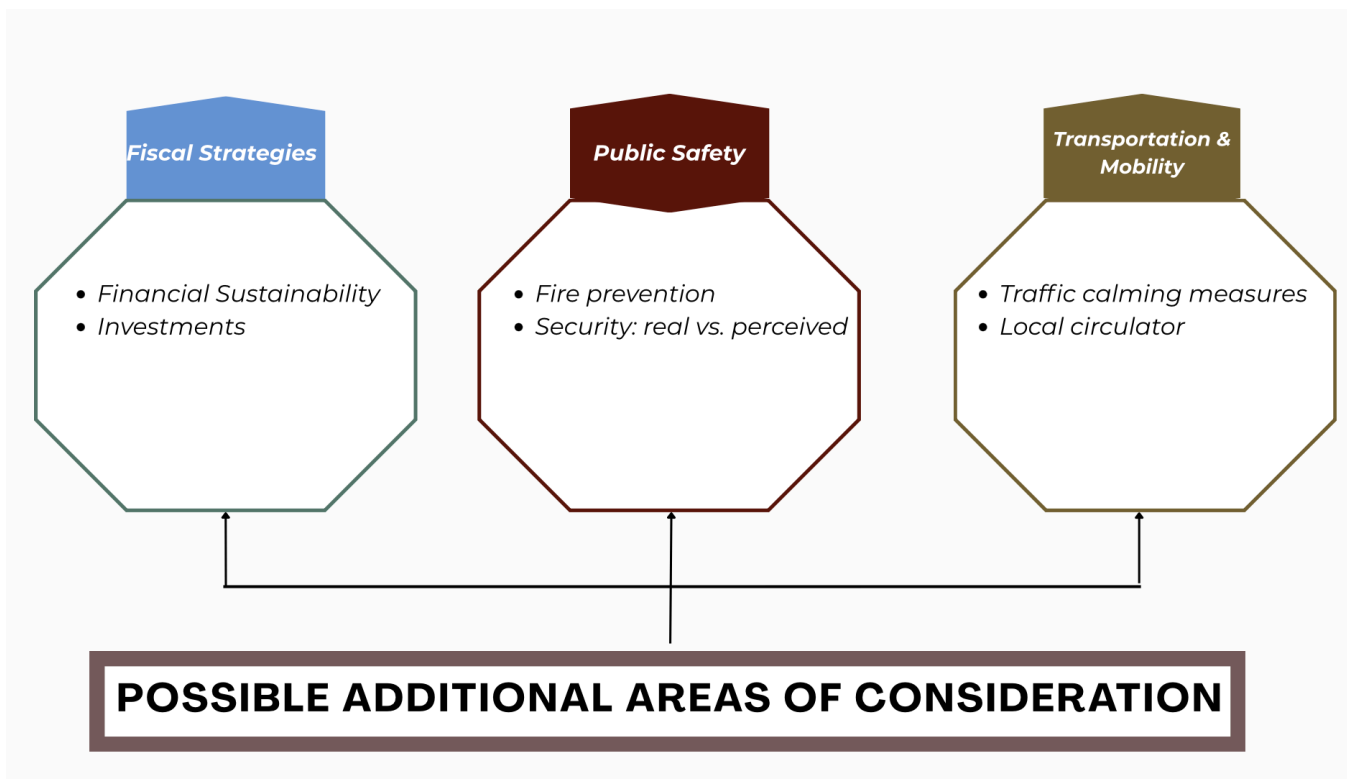


Figure 10

Second, for an organization like the Town of Southwest Ranches, limiting the strategic focus areas to no more than three (3) was advisable considering the Town's fiscally conservative policy. Lastly, it was emphasized that the identification of the strategic focus areas would drive the strategic plan period spanning the next 3-5 years. This is an important highlight because it does not mean that some of the other categorical areas will be ignored. What this approach *does* mean is that the Town is demonstrating seriousness in its desire to make meaningful progress in the selected areas within the designated plan period.

The facilitated discussion among the Town Council yielded a consensus of 3 strategic priority areas (categorized as *areas of resource allocation*). These areas are not listed in order of importance.

◆ Technology (Capital & Operational)

- Utilization of technology to improve service delivery (including AI)
- Focus on Cybersecurity to protect against unauthorized access to resident data

◆ Town Services (Operational)

- Productivity improvements to existing services
- New programs (Parks) that align with equestrian heritage
- Enhancing communications with residents

◆ Infrastructure Improvements (Capital Projects)

- Roadway resurfacing
- Stormwater management system
- Sea level rise and other environmental threats to existing systems

The designation of these strategic priority areas by the Town Council served as the framework for the development of strategic goals by the Town Administration. In the following chapter, this Document will outline the integration of the strategic priority areas with the (initial) strategic goals prepared by each department.

CHAPTER 7: STRATEGIC GOALS

Strategic goals serve as both a roadmap and measurement tool to aid the organization's team members in preparing their budget requests and structuring their daily tasks and activities. Like strategic priorities, the absence of strategic goals (at the department level) can result in the performance of misaligned and unfruitful activities. Conversely, well-structured strategic goals offer the following benefits:

- ❖ Clarity among team members as to the purpose of the daily work
- ❖ Supports the budget request with a basic cost-benefit rationale
- ❖ Allows for better management of expectations of the Town's stakeholders
- ❖ Creates an objective framework for measuring/evaluating work performance

During the planning process, Town departments were invited to prepare strategic goals and KPIs aligned with the Town's strategic priorities. These submissions represent an important first step in building a performance-oriented implementation culture. They demonstrate staff engagement, identify potential projects and service improvements, and provide a useful starting point for future planning and budgeting. For this task, the S.M.A.R.T. Goals (specific, measurable, achievable, relevant, time-based) framework was introduced (Figure 11). This framework is considered a best practice for organizations across a variety of industries. Each department was asked to develop strategic (SMART) goals that are aligned to one or more of the three strategic priority areas identified by the Council.

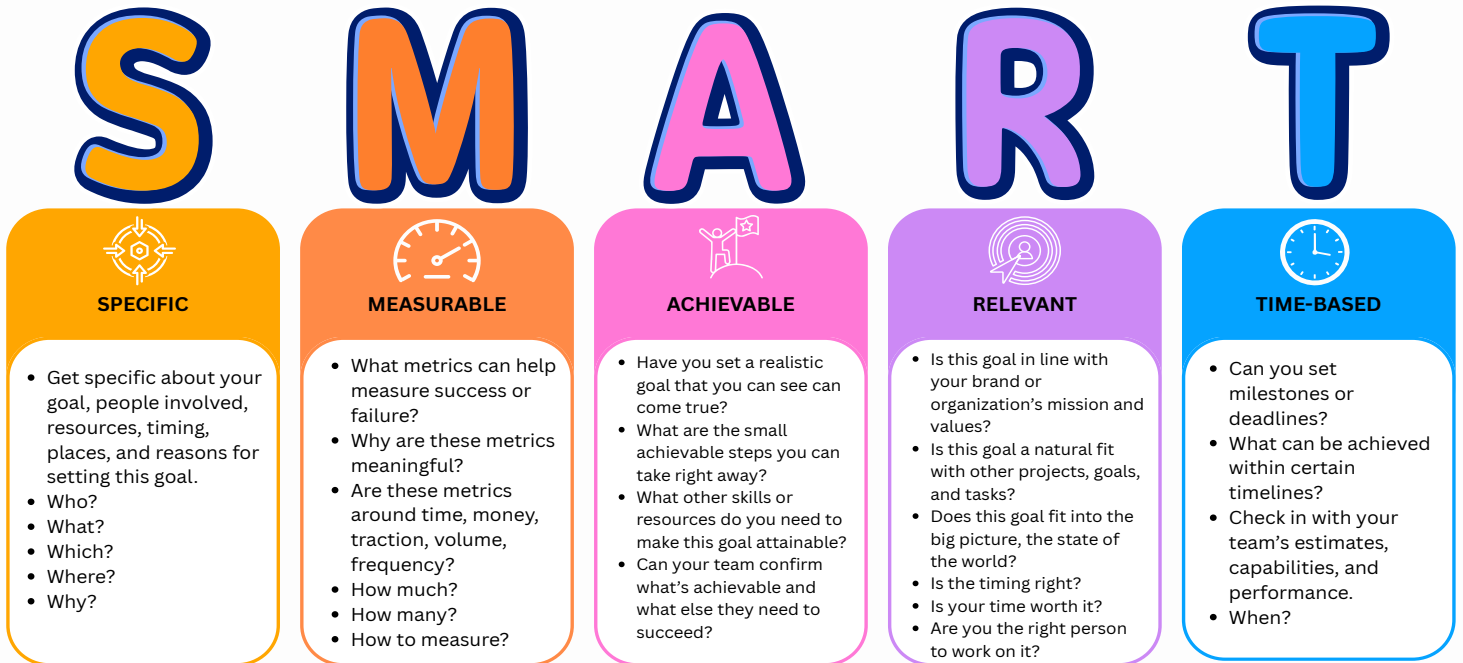


Figure 11

However, because SMART goal development was a new exercise for many departments, the submissions should be treated as preliminary strategic goal concepts rather than fully adopted budget commitments for the upcoming fiscal year (see Appendix A). As a result, a transition plan for departmental goals and KPIs is recommended. The proposed transition plan provides a practical pathway for converting those draft concepts into validated, measurable, and budget-aligned departmental goals.

Figure 12 below reflects the integration between the strategic priority areas and the SMART goals to be developed by each department. Ultimately, the objective of this exercise was to assist the Town Administration with a pathway to connect strategic priorities to annual strategic goals and the budget requests that support the completion of those goals. This proposed pathway can then serve to allow the Town Council to more objectively evaluate the Administration's draft budget submission against the expected outcomes articulated, by department, for the upcoming fiscal year.



TOWN OF SOUTHWEST RANCHES



FROM STRATEGIC PRIORITIES TO STRATEGIC GOALS

A CLEAR PATH FROM PRIORITIES TO MEASURABLE RESULTS



PRIORITIES GUIDE. GOALS FOCUS. RESULTS DELIVERED.

Figure 12

Departmental Goals and KPIs- Implementation Transition

This Strategic Plan establishes the Town's long-term direction by identifying its Vision, Mission, Values, and three Strategic Priority Areas: Technology, Town Services, and Infrastructure Improvements. To move from strategic direction to measurable implementation, the Town must now translate these priorities into department-level goals, objectives, Key Performance Indicators (KPIs), budget requests, and reporting practices.

Purpose of the Transition Plan

The purpose of this transition plan is to help the Town move from planning to execution in a disciplined and realistic manner. Specifically, it is intended to:

- ✓ Standardize how departments define strategic goals and KPIs
- ✓ Ensure each goal is clearly aligned with the Town's Vision, Mission, Values, and Strategic Priority Areas
- ✓ Confirm that proposed goals are supported by baseline data, staffing capacity, budget assumptions, and implementation timelines
- ✓ Provide the Town Administrator and Town Council with a consistent framework for evaluating annual budget requests against strategic priorities
- ✓ Establish a transparent reporting process that allows the Town to track progress and communicate results to residents

Transition Year: F.Y. 2026-2027

FY 2026-2027 should be treated as a transition and baseline year for departmental goal development. During this period, departments should refine their submitted goals, identify missing data, validate assumptions, and develop consistent KPIs before the goals are formally relied upon as single year or multi-year implementation commitments.

This transition year does not delay implementation of the Strategic Plan. Rather, it strengthens implementation by ensuring that adopted goals are realistic, measurable, and connected to available resources. Departments may continue advancing priority projects during this period,

but the Town should use FY 2026-2027 to establish the measurement discipline necessary for long-term accountability.

Departmental Goal Validation Process

Each department should revise its draft goals using a standardized SMART Goal Development Sheet. At a minimum, each goal should include the following fields:

REQUIRED FIELD	PURPOSE
Department	Identifies the responsible department or lead owner.
Strategic Priority Area	Shows alignment to Technology, Town Services, Infrastructure Improvements, or another Council-approved priority.
Strategic Goal	States the intended outcome in clear, specific language.
Objective(s)	Breaks the goal into actionable steps or milestones.
Baseline Data	Establishes the current condition, performance level, cost, service level, or demand measure.
KPI(s)	Defines how progress and success will be measured.
Target Outcome	Identifies the desired measurable result.
Timeline	Establishes annual milestones and expected completion date.
Budget Impact	Identifies required funding, staff time, grants, contracts, or capital resources.
Dependencies	Notes cross-department coordination, policy decisions, technology needs, vendor support, or outside approvals required.
Reporting Cadence	Establishes how often progress will be reported.

Figure 13

KPI Development Standards

KPIs should be designed to measure meaningful progress, not simply activity. For example, a department should avoid measuring success only by whether a project was discussed, researched, or initiated. Stronger KPIs should measure changes in service delivery, resident experience, infrastructure condition, response time, completion rate, cost efficiency, risk

reduction, community participation, or other tangible outcomes. Industry standards for the various departments should also be considered in the development of strong KPIs.

Each KPI should answer four basic questions:

1. What are we measuring?
2. Why does this measure matter?
3. What is the current baseline?
4. What target are we trying to reach, and by when?

Where baseline data does not currently exist, the first-year objective should be to collect and validate the baseline before final targets are adopted.

Cross-Department Review

Before departmental goals are finalized, the Town should conduct a cross-department review led by the Town Administrator or designee. This review should test each proposed goal against the following criteria:

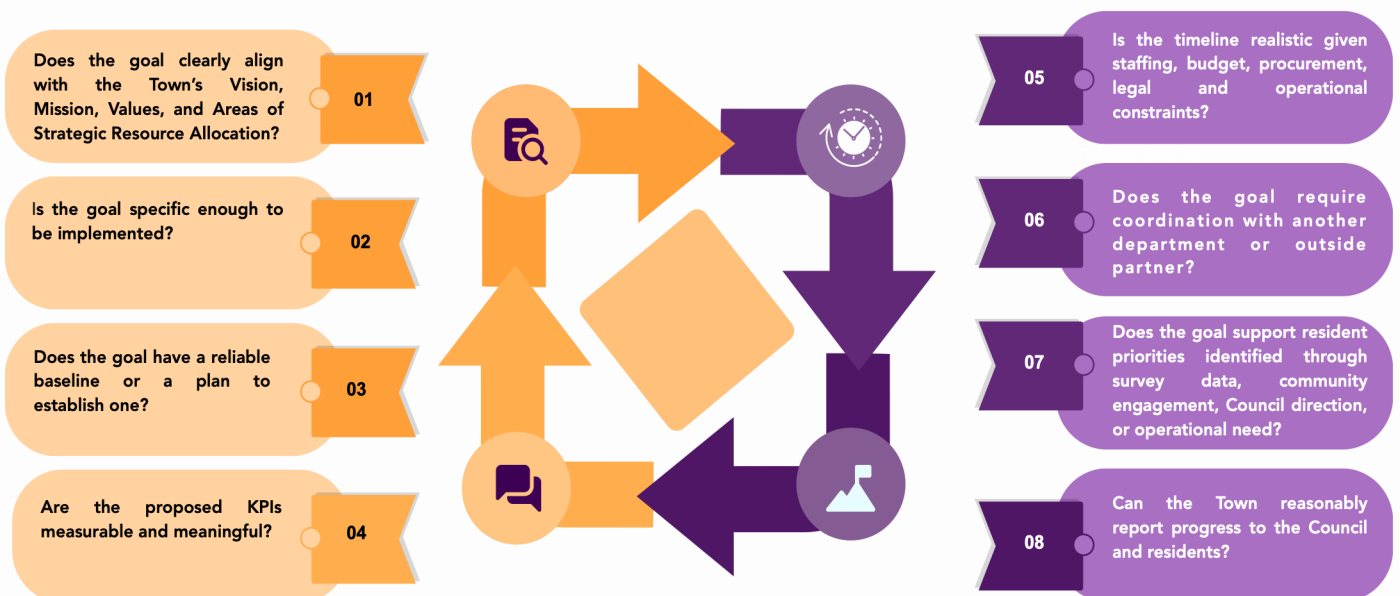


Figure 14

This review process will help prevent departmental goals from becoming disconnected projects and will ensure that limited fiscal and human resources are directed toward the highest-value outcomes.

Integration with the Annual Budget Process

Once departmental goals are refined, they should be integrated into the Town's annual budget process. Each department should be asked to identify which budget requests directly support strategic goals and which requests are required to maintain existing service levels.

This approach allows the Administration and Town Council to distinguish between operational maintenance, service enhancements, capital investment, technology improvements, and new strategic initiatives. It also creates a clearer basis for evaluating tradeoffs when fiscal resources are limited.

Beginning with the FY 2027-2028 budget cycle, departments should be expected to connect major budget requests to one or more of the following:

- A Council-approved Strategic Priority Area
- A validated departmental SMART goal
- A defined KPI or service-level target
- A resident priority or operational need supported by data
- A capital improvement, technology, or service-delivery requirement

Summary

The departmental goals developed during this planning process provide the Town with a meaningful starting point for implementation. The next step is to strengthen those goals through standardization, validation, budget alignment, and performance reporting. By treating FY 2026-2027 as a transition and baseline year, the Town can build the internal capacity needed to convert strategic priorities into measurable outcomes.

This approach protects fiscal responsibility, supports staff clarity, improves Council decision-making, and strengthens public trust. Most importantly, it ensures that the Town's daily work, annual budget, and long-term investments remain aligned with the community's desire to preserve the rural, equestrian, and environmentally protected character of Southwest Ranches while making steady and practical improvements in the areas residents value most.

CHAPTER 8: COMMUNITY VALIDATION

As part of the strategic planning process, additional community engagement was conducted to test, confirm, and add context to the 2025 TownPOV survey findings. This included a public meeting, advisory board conversations, and an online resident questionnaire/poll. While this additional engagement was not intended to replace the statistically broader 2025 survey, it provided an important validation point by allowing residents to react to, reinforce, and clarify the priorities already identified.

The validation graphics show that the 2025 TownPOV survey remains a relevant and reliable foundation for the strategic plan. The newer engagement did not reveal a substantially different set of priorities. Instead, it confirmed that residents continue to prioritize preservation of the Town's rural lifestyle while also expecting practical progress on infrastructure, public safety, roads, drainage, code compliance, and responsible long-term planning.

Importance/Performance Validation Graphic

The Importance/Performance validation graphic (Figure 15) compares the 2025 TownPOV Top 20 priorities with the themes that emerged from the most recent community engagement. The purpose of this graphic is to demonstrate that the Town's highest-priority issues remain consistent across multiple forms of resident input.

The results show continued alignment around several core issues: preserving the small-Town and rural lifestyle, protecting large acreage lots, maintaining and resurfacing roads, addressing drainage and stormwater needs, supporting neighborhood safety and police patrols, strengthening code compliance, and planning infrastructure for the future. These findings suggest that the strategic plan should remain anchored in the Town's identity while also addressing the service and infrastructure needs that residents consistently identified.

This graphic also highlights the importance of distinguishing between what residents' value most and where they believe improvement is needed. For example, residents continue to express strong support for the Town's rural character and public safety, while roads, drainage, sidewalks/curbs, code compliance, and infrastructure planning represent areas where additional attention may be needed. The strategic plan should therefore balance preservation with targeted improvements that protect the Town's character rather than shift it toward a more urban development model.

Importance/Performance (Top 20) + Community Validation

The follow-up engagement reinforces the 2025 TownPOV priorities and shows where the new data maps back into the Top 20.

2026 validation inputs:

Public meeting: 15

Online questionnaire: 16

Advisory board sessions: 3

2025 Importance / Performance Baseline

	% Most Important	Poor / Very poor	2026 validation (theme match)
Preserve small town community and rural lifestyle	53	24	Rural 14/16
Large acreage lot preservation	32	24	Rural 14/16
Street and road resurfacing and maintenance	30	62	Roads 8/16
Neighborhood police patrols provided by Davie PD	28	27	Safety 2/16
Water, wastewater, stormwater drainage	23	46	Drainage 2/16
Dark skies (minimize light pollution)	22	22	QoL code 5/16
Crime prevention initiatives	20	25	Safety 2/16
Equestrian and animal friendly	18	16	Rural/animal 14/16
Show fiscal responsibility	16	23	Fiscal/tax 11/16
Traffic enforcement provided by Davie PD	16	38	Traffic 8/16
Code Compliance	12	43	Code/noise 5/16
Infrastructure planning: ensure systems can support growth	12	38	Roads+drain 5/16
Plan strategically for the future	10	17	Plan/tax 11/16
Multipurpose sport courts (tennis, pickleball, etc.)	9	N/A	No direct mention
Trail system for people and equestrian (multi-use)	9	33	Roads/trails 8/16
Town events (Holiday, farmers market, etc.)	9	7	Parks/events 5/16
Equestrian safety	8	35	Rural/animal 14/16
Curbs and sidewalks (maintain/expand)	8	71	Roads/trails 8/16
Fire rescue services provided by Southwest Ranches Volunteer FD	8	4	Safety 2/16
Maintenance of parks and open spaces	7	8	Parks/open 5/16

New poll themes

- Rural lifestyle / character** 14/16
 Confirms the top two 2025 priorities.
- Fiscal responsibility / taxes** 11/16
 Supports fiscal responsibility and strategic tradeoff discussions.
- Roads / traffic / speeding** 8/16
 Maps to roads, traffic enforcement, trails, curbs/sidewalks.
- Code / noise / permitting** 5/16
 Reinforces code compliance and quality-of-life enforcement.
- Parks / events / open space** 5/16
 Supports parks, events, and open-space maintenance.
- Communication / accessibility** 4/16
 Affects implementation and resident trust.
- Drainage and public safety** 2/16 each
 Still present and aligned to 2025.

Sentiment context from poll

Quality of life satisfied: 14/16
 Communication satisfied: 14/16
 Town services satisfied: 12/16

Interpretation for the report:

The 2025 TownPOV survey remains the quantitative baseline (n=409). The 2026 engagement confirms the same major priority areas and helps clarify implementation emphasis, especially around rural character, fiscal tradeoffs, and roads/traffic.

Sources: 2025 TownPOV Importance/Performance Top 20 chart; 2026 community engagement slide; Resident Questionnaire responses (n=16). Theme counts are interpretive from open-ended poll comments; one response may map to multiple themes.

Figure 15

Growth & Development Validation Graphic

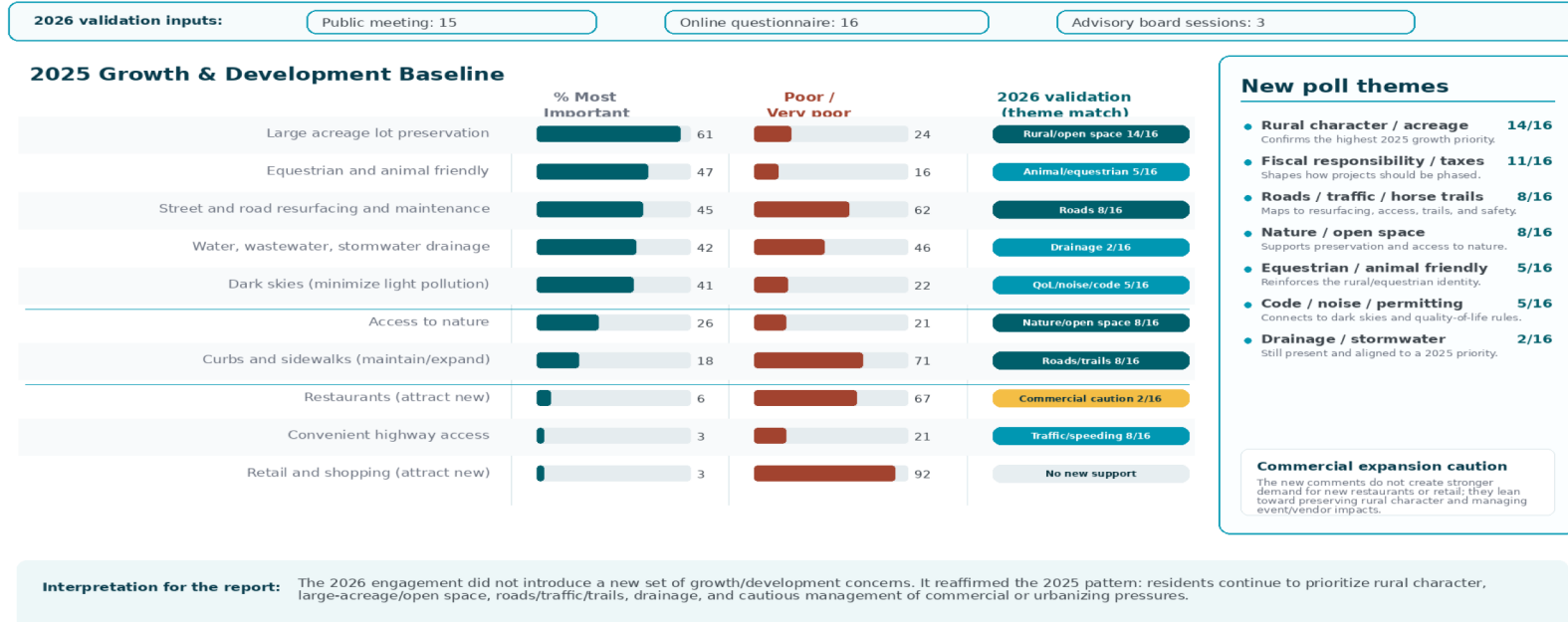
The Growth & Development validation graphic (Figure 16) focuses more specifically on how residents view future growth, preservation, and development pressure. The 2025 TownPOV results identified large acreage lot preservation as the highest growth and development priority, followed by equestrian and animal-friendly character, street and road resurfacing, water/wastewater/stormwater drainage, dark skies, and access to nature.

The additional community engagement reinforced these findings. Residents continue to define Southwest Ranches by its rural lifestyle, open space, animal-friendly environment, large lots, and lower-density character. At the same time, the feedback also confirms that residents want the Town to address practical infrastructure needs, particularly roads, drainage, and long-term systems planning.

This graphic helps clarify that resident sentiment is not simply about resisting change. Rather, residents are asking the Town to pursue thoughtful, disciplined, and mission-aligned improvements that preserve what makes Southwest Ranches unique. Future growth and development decisions should therefore be evaluated through the lens of rural preservation, infrastructure capacity, quality of life, and protection of the Town's long-term identity.

Growth & Development + Community Validation

The follow-up engagement reinforces the 2025 TownPOV growth/development priorities and shows where the newer input maps back to the baseline.



Sources: 2025 TownPOV Growth & Development chart (n=409); 2026 community engagement slide; Resident Questionnaire responses (n=16). Theme counts are interpretive from open-ended poll comments; one response may map to multiple themes.

Figure 16

Overall Interpretation for the Strategic Plan

Together, the two graphics show that the 2025 TownPOV survey has been validated by the community engagement efforts undertaken during this engagement. The new input confirms the same central message: residents value Southwest Ranches because it is different from surrounding urban communities, and they want the Town to protect that difference while responsibly addressing infrastructure, safety, service, and quality-of-life needs.

For the strategic plan, this means the Town should focus on priorities that preserve rural character, protect large-lot development patterns, maintain public safety, improve roads and drainage, strengthen code compliance, plan infrastructure intentionally, and ensure fiscal responsibility. These priorities should serve as the foundation for the Town's goals, initiatives, and implementation roadmap.

CHAPTER 9: SWOC ANALYSIS

(Strengths, Weaknesses, Opportunities, Challenges)

Approach

Based on the Town visioning and goal setting retreat, it was determined that greater clarity would be gained if SWOC analysis was structured around two distinct lenses:

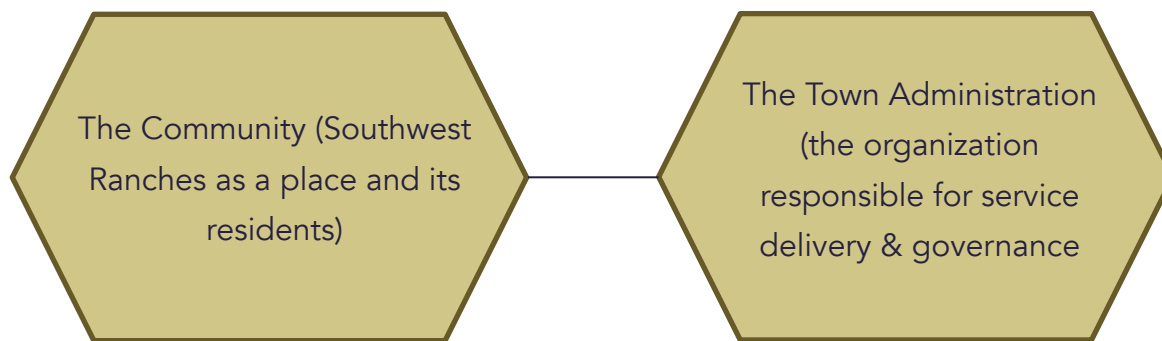


Figure 17

This distinction is important because many municipal strategic plans inadvertently blend community characteristics with organizational capabilities. Separating them provides greater clarity when developing strategic priorities and performance measures.

Community SWOC Analysis

Community Strengths

Southwest Ranches' greatest strength is its distinctive identity and quality of life. The Town has successfully preserved its rural, equestrian, and agricultural heritage while maintaining a high standard of living and strong property values. Residents consistently value the community's open spaces, large-lot residential development pattern, dark skies ordinance, and commitment to protecting its unique character.

The community also benefits from a culture of local stewardship and civic pride. Southwest Ranches has earned a reputation as a community that values personal freedom, neighborly relationships, and a "live and let live" philosophy. This identity is reinforced by strong zoning regulations that have helped protect the Town from incompatible development pressures experienced elsewhere in Broward County.

Another significant strength is the Town's stable governance environment. The collaborative relationship between residents and elected officials, coupled with a cohesive Town Council, provides continuity in long-term decision-making and reinforces the community's commitment to preserving its rural lifestyle.

Community Weaknesses

The same characteristics that make Southwest Ranches unique also create certain limitations. The Town's limited commercial tax base restricts opportunities for economic diversification and reduces the availability of locally generated revenues. As a result, residents rely heavily on residential property taxes to support municipal services and infrastructure investments.

Community perceptions regarding crime and public safety, whether based on actual conditions or perceptions, also emerged as an area of concern. In addition, residents continue to identify roadway maintenance and infrastructure improvements as ongoing challenges, particularly given the costs associated with maintaining a low-density community.

Community Opportunities

Several opportunities exist to strengthen community identity and enhance quality of life. Participants identified the promotion of the Southwest Ranches brand as a significant opportunity. The Town's unique rural character, equestrian heritage, and high quality of life distinguish it from neighboring municipalities and provide a compelling foundation for community marketing, resident attraction, and civic engagement efforts.

Additional opportunities include educating residents about the Town's history, traditions, and core values to foster a deeper understanding of community identity and strengthen intergenerational connections.

The potential sale or redevelopment of Town-owned property also presents an opportunity to generate resources for new community facilities, recreational amenities, or public gathering spaces that further enhance resident quality of life.

Community Challenges

The community faces several external and long-term challenges that could affect its future character and sustainability. Most pressing is Amendment 3 scheduled to be on the November General Election Ballot. This proposed legislation represents one of the most significant changes to Florida's property tax system in modern history which "would increase the state's

homestead exemption, reduce the assessment growth cap on non-homesteaded properties, and create a pathway for the full elimination of non-school property taxes on homesteads. If approved by voters, Amendment 3 would increase the homestead exemption for all levies other than school districts. Specifically, the amendment would increase the state's non-school homestead exemption to \$150,000 in 2027, followed by an increase to \$250,000 in 2028. Thereafter, starting in 2029, the \$250,000 homestead exemption would be adjusted annually for inflation. The amendment would give the Legislature the authority to 'prescribe a uniform procedure for counties and municipalities, for their respective levies, to increase the amount of assessed valuation exempt from taxation ... up to all remaining assessed valuation.' The amendment would also give special districts (e.g., Children's Services Councils, Water Management Districts) the ability to increase the exemption up to all remaining assessed valuation through procedures outlined by the Legislature." (Florida Policy Institute, June 2026)

For municipalities such as the Town of Southwest Ranches, Amendment 3 presents significant fiscal and operational challenges because of the Town's unique governmental structure, land use patterns, and revenue composition.

Unlike many Florida municipalities that generate substantial revenues from commercial development, tourism, utility taxes, or large retail centers, Southwest Ranches is intentionally a low-density residential community. The Town has consistently maintained policies that preserve its rural character by limiting commercial and industrial development. As a result, property taxes constitute one of the Town's most significant and stable sources of general fund revenue.

Because a substantial percentage of the Town's taxable value consists of homesteaded residential property, the gradual elimination of municipal property taxes on those properties would disproportionately reduce the Town's primary revenue source. While residents would seemingly benefit from lower tax bills, the Town would experience a corresponding decline in the financial resources necessary to sustain municipal service delivery at the levels residents have come to expect.

Infrastructure needs, particularly roadway improvements and long-term maintenance requirements, also remain a significant concern. At the same time, changing socioeconomic and demographic trends may gradually alter resident expectations and community priorities.

Perhaps most importantly, the Town must continue building community support for initiatives that require investment or policy changes while balancing the desire to preserve the community's rural character. Maintaining consensus around future priorities will be critical as the Town addresses evolving infrastructure, resiliency, and quality-of-life needs.

Town Administration SWOC Analysis

Administrative Strengths

The Town Administration's greatest strength is its people. Visioning participants consistently highlighted the quality, professionalism, and longevity of Town staff. Long employee tenure has created significant institutional knowledge, allowing the organization to operate effectively despite its relatively small size.

The Town's contract-service delivery model also represents a key organizational strength. Through strategic partnerships and outsourced service arrangements, Southwest Ranches can deliver a broad range of municipal services while maintaining a lean organizational structure. This approach provides flexibility and cost efficiency while allowing the Town to leverage specialized expertise.

The Administration has also demonstrated creativity and adaptability in addressing community needs with limited resources. Its successful partnerships with neighboring agencies and service providers have helped maximize service levels while maintaining fiscal responsibility. The Town's sustainability achievements, including its zero-waste designation, further reflect an organizational commitment to innovation and environmental stewardship.

Administrative Weaknesses

As a small organization, the Town faces several operational limitations. Participants identified a need for greater standardization of internal processes, particularly within development review and building-related services. Standardized procedures can improve consistency, efficiency, and customer service outcomes.

The Town's reliance on contracted service providers, while beneficial in many respects, can also create limitations in responsiveness and direct operational control. Additionally, some municipal services remain less accessible through digital platforms than residents increasingly expect in a modern service environment.

Administrative Opportunities

Several opportunities exist to strengthen organizational performance and service delivery. Improving communication with residents has emerged as one of the most frequently cited opportunities. The addition of communications resources and enhanced public engagement strategies can help strengthen transparency, improve resident understanding of Town initiatives, and increase participation in community activities.

Expanding partnerships with governmental, nonprofit, and private-sector organizations offers another opportunity to improve service delivery while maximizing limited resources. Additional investments in employee development, professional education, and workforce retention programs can further strengthen organizational capacity and succession planning efforts.

Participants also identified opportunities to improve sustainability programming, recycling initiatives, and operational efficiencies that align with community values while reducing long-term costs.

Administrative Challenges

The Town Administration faces ongoing challenges related to fiscal sustainability, workforce management, and service expectations. Limited revenue streams constrain the organization's ability to expand services while simultaneously addressing infrastructure needs and maintaining desired service levels. Looming eerily over all these elements is the possibility of the passage of Amendment 3. Planning for natural disasters or other environmental events may offer a certain level of predictability based on forecasts and experience. However, planning for the elimination of the Town's primary revenue source represents a challenge of unknown proportions.

Recruiting and retaining high-quality employees has become increasingly difficult in a competitive labor market, particularly for specialized municipal positions. Maintaining institutional knowledge and workforce continuity will remain critical as workforce demographics evolve.

The Administration must also balance resident expectations for high-quality services with the realities of limited staffing and financial resources. As community needs become more complex, the organization will need to continue adapting its service delivery model while preserving the personalized and responsive approach that residents value.

Finally, maintaining long-term continuity of adopted policy priorities can be challenging in an environment shaped by changing state legislation, funding opportunities, and evolving community expectations.

Strategic Implications

The SWOC analysis reveals a community that is exceptionally strong in identity, quality of life, and resident commitment, supported by an administration that is lean, innovative, and highly effective despite limited resources. The central strategic challenge for Southwest Ranches is not managing rapid growth but rather preserving its unique character while ensuring that

organizational capacity, infrastructure investment, and service delivery evolve to meet future needs.

Future strategic initiatives should therefore focus on four overarching themes:

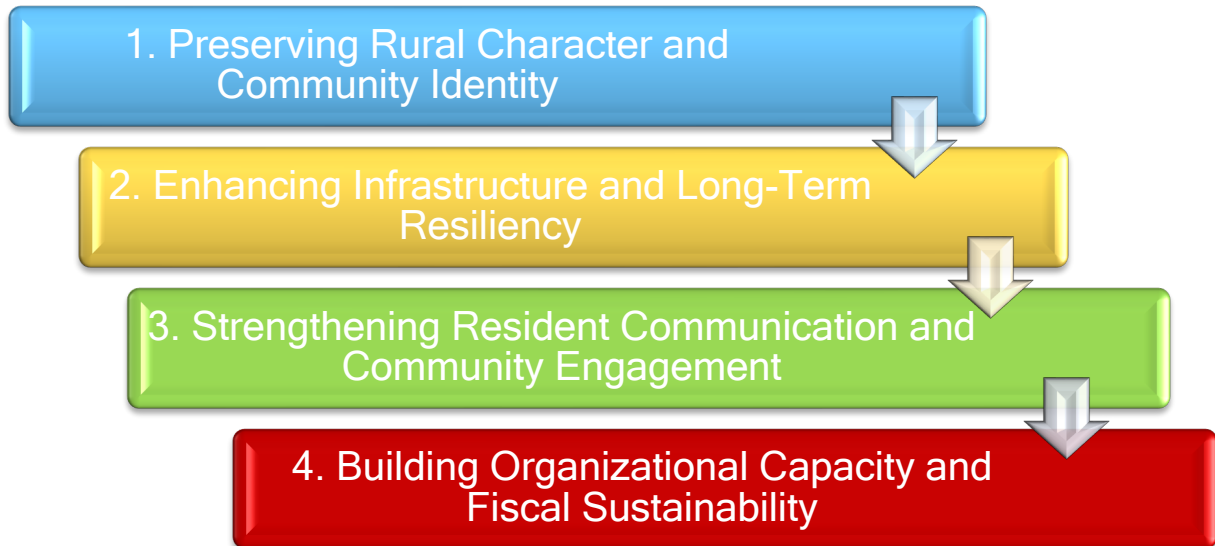


Figure 18

Together, these priorities can help ensure that Southwest Ranches remains a distinctive, resilient, and highly desirable community while maintaining the operational excellence necessary to serve residents effectively.

CHAPTER 10 : PLAN IMPLEMENTATION

Many professionally developed plans remain unused after being delivered to a municipality. This reality underscored the importance of emphasizing that the Town owns the strategic plan, while the Consultant's role was to guide and facilitate the process. Completing the Strategic Plan Document is therefore not the goal; the ultimate goal is to ensure the plan is implemented, monitored, and used as a practical tool for decision-making, budgeting, and performance measurement.

The proposed implementation considers the fact that the budget process for the 2026-27 Fiscal Year was underway when the strategic plan engagement was kicked off. Therefore, an abrupt pivot to the framework suggested herein would likely prove disruptive and ineffective. Moreover, Town Council needs to be given the opportunity to review and formally adopt the final Strategic Plan Document.

Instead, it is suggested that the 2026-27 Fiscal Year be treated as a transitional year for the strategic plan implementation, where the administration be afforded the opportunity to fully align the Town's team members to the three (3) strategic priority areas identified by Council, and provide additional training on developing strategic goals and KPIs as outlined in Chapter 7.

Going forward, it is suggested that the framework outlined in this Document be incorporated into the Town's regular budget process but serve to inform departmental budget requests and Town Council budget approvals. Figure 18 below represents the strategic plan implementation progression over the next 5-year period.

PLAN IMPLEMENTATION (RECOMMENDED)

Strategic transformation journey from vision to sustainable excellence delivery

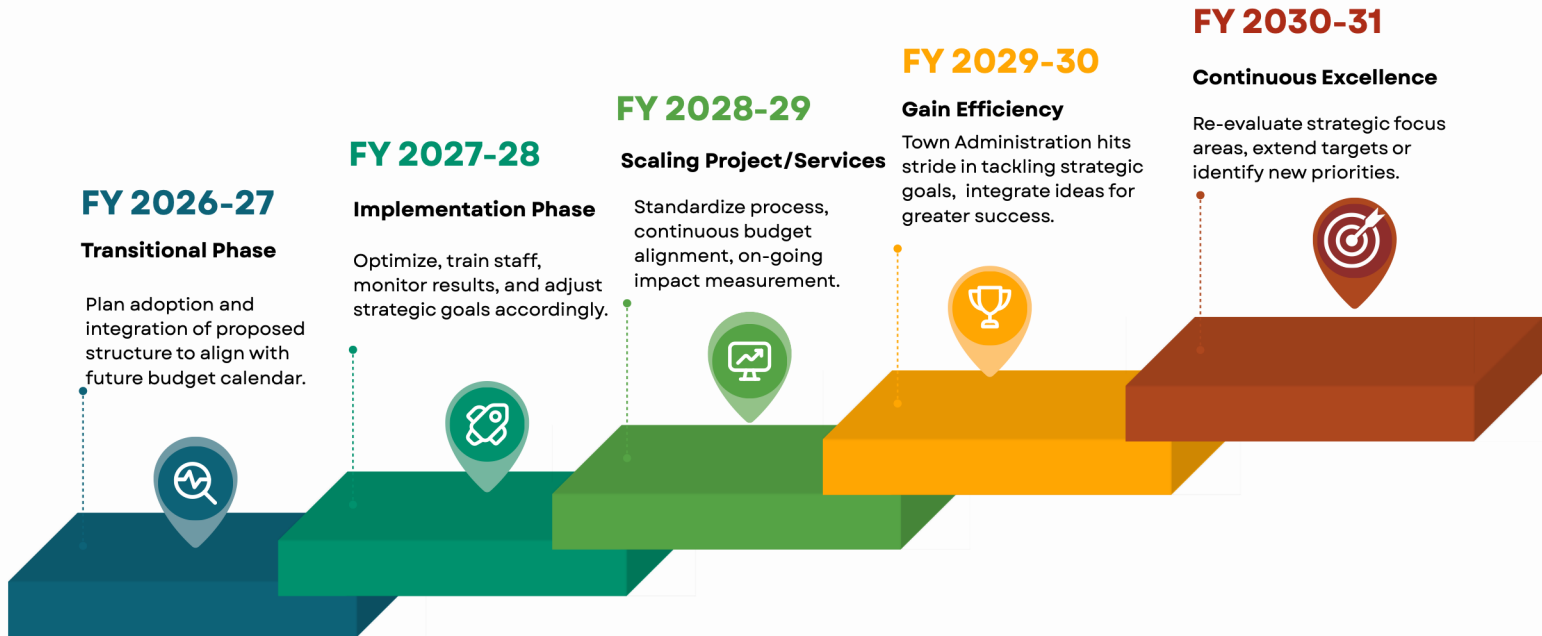


Figure 19



Figure 20

One of the ways to ensure effective strategic plan implementation is to assign a team member to “champion” the prioritization of all things strategic planning. Given the Town’s lean staffing structure, this responsibility will likely fall to the Town Administrator’s office. This is also where the performance measurement and reporting responsibilities should reside.

CHAPTER 11: STRATEGIC PERFORMANCE & ACCOUNTABILITY FRAMEWORK

Completing a strategic plan is not, in itself, an accomplishment. Rather, the true measure of success lies in an organization's ability to consistently implement its priorities, measure its progress, and adapt its actions as conditions evolve. Throughout the strategic planning process, the Town Council emphasized that this Strategic Plan should become more than a policy document; it should serve as a practical management tool that guides decision-making, budget development, departmental planning, and organizational accountability over the next five years.

To accomplish this objective, the Town will utilize a Strategic Performance & Accountability Framework that directly links the Town Council's Strategic Priority Areas to departmental SMART goals, annual budget investments, measurable performance indicators (KPIs), and public reporting. The framework is intentionally designed to remain simple, transparent, and scalable for a lean municipal organization while reinforcing the Town's commitment to fiscal responsibility, operational excellence, and preserving the unique rural character that defines Southwest Ranches.

Why Performance Measurement Matters

Local governments are increasingly expected to demonstrate not only that public funds are spent responsibly, but also that those investments produce meaningful results for residents. Traditional budget documents often emphasize expenditures rather than outcomes, making it difficult to determine whether strategic priorities are advancing the community's long-term vision.

The Strategic Performance & Accountability Framework addresses this challenge by establishing a direct relationship between Council priorities, departmental work, annual budgets, and measurable community outcomes. Rather than creating additional administrative processes, the framework is intended to strengthen existing planning and budgeting activities by providing a common method for measuring organizational success.

The Strategy Map (Figure 21) demonstrates how the Town's Vision, Mission, and Values are translated into measurable organizational action. Each Strategic Priority Area serves as the foundation for departmental SMART goals, which in turn guide annual budget requests, performance reporting, and continuous organizational improvement. This relationship ensures that the Town's limited financial and staffing resources remain focused on the priorities established by the Town Council.

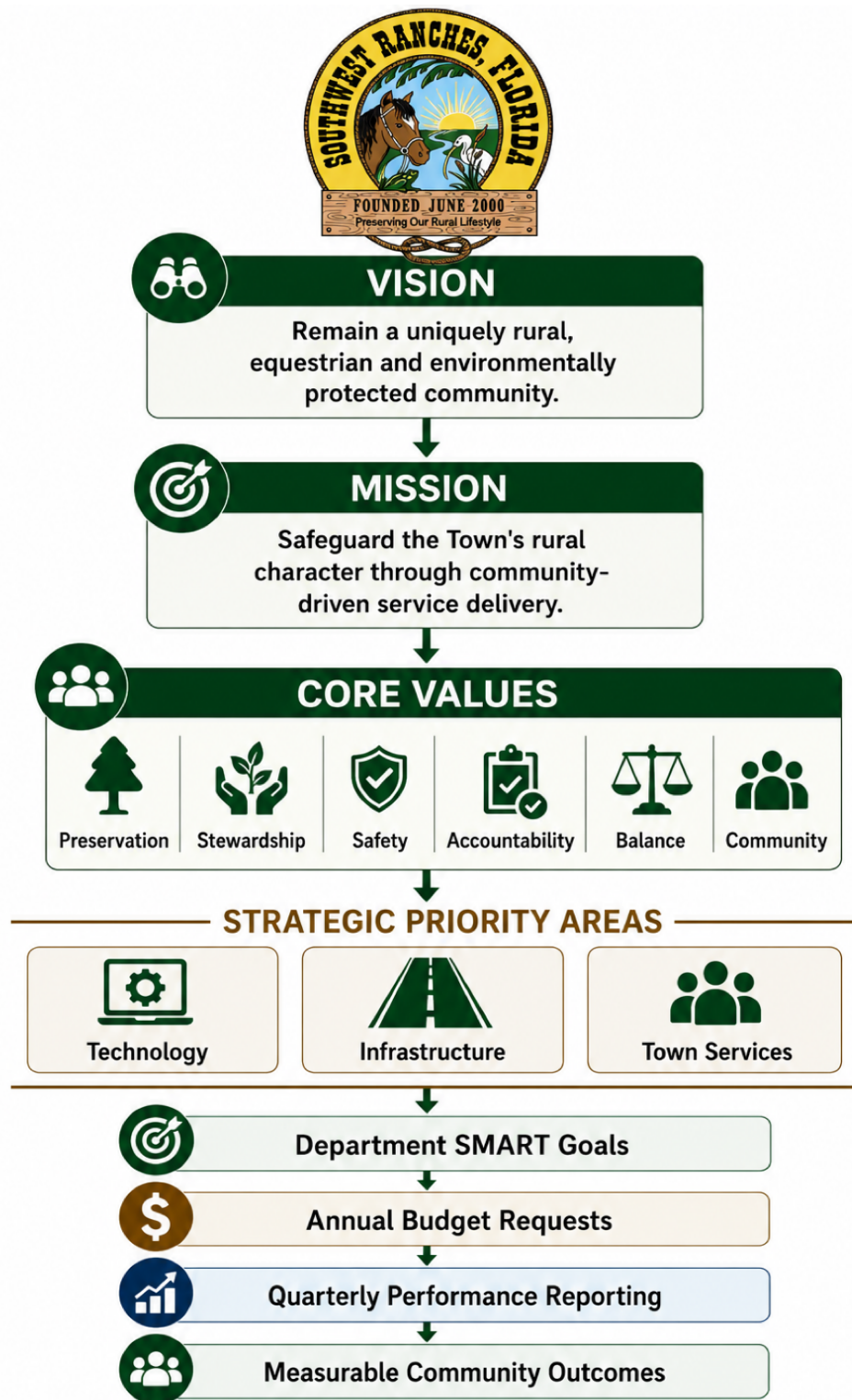


Figure 21

Performance Reporting and Public Accountability

It is suggested that along with adoption of the strategic plan document, the Town should develop a simple performance dashboard to track plan implementation progress. The dashboard need not be complex. Its purpose should be to provide a consistent and transparent way to monitor whether strategic goals are progressing, delayed, completed, or in need of revision.

At minimum, the dashboard should include:

DASH ELEMENT	DESCRIPTION
Strategic Priority Area 	Technology, Town Services, Infrastructure Improvements, or other approved priority.
Department Goal 	The validated SMART goal.
KPI 	The measure used to track progress.
Baseline 	The starting point.
Annual Target 	The expected result for the current fiscal year.
Current Status 	On Target, Monitor, Needs Attention, or Completed.
Budget Status 	Funded, Partially Funded, Unfunded, or Grant/External Funding Pending.
Notes 	Short explanation of progress, delay, risk, or next steps.

Figure 22

The Town should consider establishing periodic reporting using the prescribed dashboard. The level of details within the reporting dashboard may vary, depending on public-facing reporting, governance-level reporting, or internal administrative reporting. This will reinforce accountability, improve decision-making, and demonstrate to residents that the Strategic Plan is being actively implemented rather than simply adopted.

Moving From Planning to Performance

This Strategic Plan reflects the Town Council's vision for preserving the unique identity of Southwest Ranches while responsibly addressing the opportunities and challenges of the coming years. The Strategic Performance & Accountability Framework provides the mechanism for transforming that vision into measurable action. By consistently linking strategic priorities to departmental goals, annual budgets, and performance reporting, the Town will be better positioned to demonstrate accountability, improve organizational effectiveness, and maintain the trust of its residents.

Ultimately, the success of this Strategic Plan will not be measured by the number of projects completed, but by the Town's continued ability to preserve its rural character, responsibly steward public resources, and deliver the exceptional quality of life that residents expect and deserve.

CHAPTER 12: CONCLUSION & RECOMMENDATIONS

The Town of Southwest Ranches is indeed one of the most unique communities within Broward County. Long-term residents of the Town understand the unique characteristics of the community and have resolved to preserve these characteristics and lifestyle. Conversely, the Town's demographics are changing, as are the style and magnitude of new residential developments being undertaken by new residents. To this end, the Town's current leadership must strive to balance the wishes of an evolving constituency.

Notwithstanding, the Town has a clear and distinct vision for the type of community it aspires to be (or remain). The governance of the Town (its elected officials) operates cohesively and is overwhelmingly supportive of the current Administration. Residents have also expressed strong support for the way the services are delivered by the current Administration. Although preservation is a value widely supported by most residents, it is important to recognize that for the municipal organization to continue to meet the needs of its stakeholders, it must continually strive to improve.

To enhance organizational effectiveness, the *proposed Strategic Plan* emphasizes:

- Three (3) Strategic Priority Areas
- Measurable strategic goals, developed annually
- Defined Strategic Plan period (F.Y. 2026-2031)

To further solidify the Town's probability of achieving the outcomes desired, there are several recommendations being offered. For clarity, the recommendations are divided into two (2) categories:

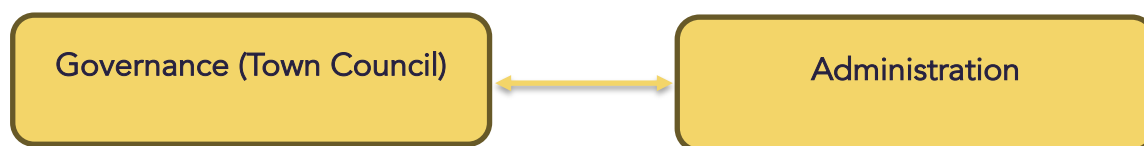


Figure 23

Governance Recommendations

◆ *Commitment to Strategic Priority Areas through F.Y. 2031*

- It is understood that there are many competing interests that can come to the attention of elected officials. While some matters may require immediate attention, many matters can be tabled and planned for a later date. It is important for the effectiveness of this Strategic Plan that there not be deviation (or drift) from the strategic priority areas for the duration of the strategic plan period.

◆ *Annual budgetary commitment to strategic goals directly aligned with focus areas*

- Along with the commitment to the strategic priority areas, it is strongly recommended that the Council adjust its annual budgetary considerations to reflect funding allocations primarily to strategic goals that are directly aligned with the priority areas. This tactic further ensures alignment between the budget and the strategic priority areas.

◆ *Establish a consistent process for new projects & initiatives to ensure alignment with Town's vision & values*

- It is understood that on a regular basis, the Town Council may have to consider unexpected new projects or initiatives. These could be because of external threats or environmental urgencies. To stay aligned with the strategic priority areas, it is recommended that the Council establish a defined methodology for considering the funding of a new project or initiative. Some initial questions to ask are: *How does this project or initiative align with the established strategic priority areas? Is this project or initiative something that will serve a majority of the residents and stakeholders? If pursued, how will the Town determine that the project or initiative has been completed? What does success look like?* Establishing a consistent evaluative process that is rooted in objectivity, fiscal responsibility, and measurable outcomes will demonstrate to the Town's residents that the governing body is focused on advancing the established priorities in a systematic fashion.

Administration Recommendations

- ◆ **Create alignment between departmental budget requests and strategic priorities**
 - In Chapter 7 of this Document (Strategic Goals), a suggested framework is provided, aimed at assisting the various Departments when preparing their annual budget requests. Rather than having budget preparation and strategic planning be treated as incongruent functions, following the proposed format links both functions, and will strengthen periodic reporting of departmental performance.
- ◆ **Consider implementing a clear link between performance review instrument and established strategic goals**
 - The next step in the progression of moving the organization toward a more strategic focused culture is [formally] connecting the achievement of approved strategic goals to the individual performance review instrument. It is not suggested that the typical performance competencies such as communication, teamwork/collaboration, and dependability should be eliminated. What is suggested, however, is that the performance evaluation instrument be augmented to include a category called “goal achievement” that is tied directly to the strategic goals that have been approved by the Town Administrator for each Department. This category should be weighted heavily and commensurate with the value and significance the Town is placing on advancing strategic goals.
- ◆ **Implement a Strategic Priority Performance Framework (often referred to as “Balanced Score Card) to track overall performance (includes on-going assessment of KPI’s for each department)**
 - Chapter 11 of this Document (Strategic Performance & Accountability Framework) provides details of one of the keys to a successful strategic plan. That is the organization’s ability to track overall performance of its strategic goals that are aligned with the strategic priority areas. Former IBM CEO Louis V. Gerstner, Jr. popularized the sentiment, “People do what you inspect, not what you expect.” To this end, to maintain the focus on measurable outcomes, the implementation of a formal reporting system is paramount.

CHAPTER 13: STRATEGIC PLAN SUMMARY

The recommendations provided herein are intentionally succinct and achievable. They are also specific to each component of the Town of Southwest Ranches organization, the governing body and the administration. When considering strategic planning efforts, less is more. This is especially true when the recommendations being presented represent a refinement and narrowing of focus rather than a major redirection. It is hoped that as the Town of Southwest Ranches moves to formal adoption of this Strategic Plan Document, the contents herein will serve as a true roadmap for the next five years.

Strategic planning is not about predicting the future; it is about intentionally preparing for it. By remaining disciplined in its strategic priorities, committed to measurable outcomes, and faithful to the values that define the community, the Town of Southwest Ranches is well positioned to preserve its unique identity while continuing to provide exceptional service to its residents for generations to come.



Figure 24

Appendix A

Departmental SMART Goals Readiness Assessment

Town of Southwest Ranches Strategic Plan

Purpose of this exhibit. During the strategic planning process, Town departments were invited to draft strategic goals and key performance indicators (KPIs) that could support the Town's Mission, Vision, Values, and key areas of focus. The submissions demonstrate meaningful effort and early alignment; however, SMART goal development was a new exercise for many participants. This exhibit summarizes common strengths and gaps in the submitted goals and recommends a standardized training and validation process before the Town relies on the goals as adopted five-year implementation commitments.

1. Summary Assessment

The departmental submissions should be treated as draft strategic goal concepts rather than fully validated SMART goals. They are useful as a starting point because they identify desired improvements, potential projects, and areas of departmental priority. They should not yet be treated as fully measurable, resource-validated, or outcome-certified commitments without additional department-level research, baseline development, budget validation, and cross-department review. This assessment is not a criticism of staff effort. It reflects the practical reality that strong SMART goals require more than a planning workshop. They require reliable baseline data, clear ownership, realistic resource assumptions, resident or operational demand evidence, implementation milestones, and a consistent Townwide method for defining and reporting KPIs.

2. Alignment to Mission, Vision, Values, and Strategic Pillars

The Town's planning framework emphasizes preserving the rural, equestrian, and environmentally protected character of Southwest Ranches while supporting responsible governance, public safety, infrastructure, community engagement, fiscal integrity, and long-term sustainability. Therefore, every departmental goal should show a clear line of sight to one or more of the Town's strategic pillars, not only to a departmental activity or project. The submitted goals generally align with the Town's pillars in direction. Public Works goals connect to infrastructure, technology, environmental resilience, and resident communication. Finance goals connect to fiscal integrity, transparency, and administrative excellence. Parks, Recreation & Open Spaces goals connect to rural recreation, equestrian/agricultural heritage, and community programming. Town Clerk goals connect to public trust, transparency, records, and resident service. The next step is to standardize how each goal proves that alignment and how the Town will measure whether the goal is working.

3. SMART Goal Readiness Findings

For purposes of this exhibit, SMART means Specific, Measurable, Attainable, Realistic, and Timebound. A goal can contain several SMART elements and still not be fully SMART if it lacks baseline data, target rationale, ownership, funding assumptions, or a credible way to measure results.

SMART Element	Observed Strength	Development Need
Specific	Several goals identify a project or initiative, such as ERP implementation, GIS dashboards, trails planning, chamber technology upgrades, and visitor/call tracking.	Some goals are still broad activities rather than clearly scoped outcomes. Examples include "increased use of technology" or lists of KPI categories without a defined intervention, owner, or standard process.
Measurable	Many submissions include possible KPIs, counts, percentages, or milestone dates.	Several KPIs are metric names rather than targets. Baselines are often missing, and some target levels appear unvalidated, such as staff training percentages, asset verification rates, participation rates, or reductions in repetitive calls.
Attainable	Departments identified practical projects and some budget estimates.	Attainability is not yet proven through staffing capacity, procurement timing, vendor dependencies, technology feasibility, grant/funding assumptions, or workload impact.
Realistic	The goals are directionally reasonable and connect to operational needs.	Some goals need more evidence that they can be delivered within five years and that the benefit justifies the cost, especially for technology buildouts, GIS platforms, dashboards, studies, or programs dependent on contractors and resident participation.
Timebound	Most goals include FY or calendar-year deadlines.	Some timelines are ranges, conflicting, or not milestone based. A five-year goal should include near-term milestones, annual targets, and a reporting cadence, not only a final date.

4. Department-Level Observations

Department	Directionally Strong Elements	SMART Development Needs
Public Works	Public Works submitted the most detailed and time-oriented goal set, including permit intake software, GIS/asset management, elevation certificate digitization, digital service requests, field work order tools, resident communications, capital project dashboards, roadway resurfacing, stormwater planning, septic-to-sewer feasibility, and vulnerability assessment integration.	The goals need stronger validation of baseline conditions, target rationale, cost estimates, owner/dependency mapping, and implementation feasibility. Some KPIs measure project completion rather than performance impact. Some timelines and target dates appear inconsistent. One planning phrase referencing sidewalks should be reviewed for consistency with Town policy and rural mobility expectations.
Parks, Recreation & Open Spaces	PROS goals are clearly connected to community programming, equestrian/agricultural heritage, trails, recreation, and modest use of technology. The veteran's social cafe includes an early participation target, and the trails master plan has an estimated budget.	Several goals need clearer outcome targets and demand evidence. KPIs are mostly counts of activities or participants, but do not yet define success thresholds, baseline participation, resident interest validation, cost per participant, contractor feasibility, or long-term program sustainability.
Financial Services	Finance goals are strongly aligned with administrative excellence, fiscal integrity, transparency, modernization, paperless workflows, procurement improvement, and public access to budget information.	Many KPIs are useful categories but not yet SMART targets. Examples include transaction processing time, workflow digitization, online payment use, procurement cycle time, budget cycle time, and rebate revenue. These require current baselines, target levels, calculation methods, and data owners. Comments in the document also show unresolved assumptions related to resident education, rebate estimates, and one-time versus ongoing costs.
Town Clerk	Town Clerk goals connect to resident service, public trust, public records, meeting transparency, and technology-enabled customer service. The chamber camera/display projects and electronic sign-in concept are practical improvements.	The goals need clearer wording, consolidation of related technology improvements, defined methods, formal KPI targets, and benchmarks for records, meeting minutes, public notices, and visitor/call tracking. Existing comments in the submission already point to the need for restated goals, clearer methods, generic KPI formats, electronic records retention considerations, and industry standards.

5. Common Gaps Across the Submitted Goals

Baselines are often missing. Goals should show the current condition before establishing a five-year target. Examples include current processing times, current participation, current resident inquiries, current asset inventory, current staff adoption, current digital usage, current project update cadence, current cost per activity, and current service demand. Targets are not always defined. A KPI such as "processing time" becomes SMART only when it defines the current baseline, the desired target, the measurement period, and the data source. Attainability is not fully validated. Many goals assume staff time, vendor availability, technology readiness, funding approval, resident participation, or interdepartmental coordination without documenting those assumptions. Some goals measure completion rather than impact. Project completion matters, but the Town also needs to know whether the project improved service, reduced cost, increased transparency, improved safety, strengthened trust, or advanced the Town's rural character. Some goals are initiatives rather than strategic goals. A software purchase, dashboard, or event may be an action step. The strategic goal should explain the outcome the Town expects the action to produce. Cost and budget information is inconsistent. Some goals list one-time costs, some list annual costs, and some rely on existing resources without specifying staff capacity or opportunity cost. Ownership and reporting cadence are often unclear. Each goal should name the lead department, supporting departments, decision authority, reporting schedule, and escalation path if risks arise.

6. Benefits of SMART Goal Training and Standardization

A Townwide SMART goal standard would help departments translate good ideas into accountable, fundable, and reportable commitments. Training would also create a shared language between Council, administration, departments, advisory boards, and residents.

Improves credibility. Goals backed by baseline data, targets, and assumptions are easier for Council and residents to trust. Strengthens budget decisions. SMART goals help distinguish high-priority investments from attractive but lower-impact activities. Supports fiscal integrity. Clear cost, staffing, and benefit assumptions reduce the risk of committing to unfunded or unsustainable work. Improves performance reporting. Standardized KPIs make it possible to create a dashboard that compares progress consistently across departments. Clarifies accountability. Staff know who owns each goal, what success looks like, and when progress will be reviewed. Encourages cross-department coordination. Many goals require collaboration among Public Works, Finance, Town Clerk, Communications, administration, vendors, and outside agencies. Keeps the strategic plan connected to the Town's identity.

SMART alignment helps ensure projects serve rural preservation, environmental stewardship, resident trust, fiscal responsibility, and long-term sustainability.

7. Risks of Using Goals That Are Not Fully SMART

If the Town relies on goals that are not fully SMART, several risks could emerge during implementation: A false sense of accountability: goals may appear measurable on paper but lack the baseline or target definition needed to prove progress. Unclear prioritization: departments may pursue visible activities without knowing which initiatives most advance the Mission, Vision, Values, and strategic pillars. Budget pressure and unfunded commitments: goals may require technology, staffing, consulting, maintenance, or training resources not fully identified during planning. Difficulty explaining progress to residents: without consistent metrics, the Town may struggle to show whether a project improved service or only completed an activity. Inconsistent department reporting: each department may define success differently, making Townwide performance management difficult. Reduced public trust: residents may interpret vague or shifting goals as lack of follow-through, even when staff are working diligently. Program drift: current or future programs may continue because they are familiar or politically visible rather than because they measurably advance the Town's adopted priorities.

8. Recommended SMART Goal Development Standard

Before any departmental goal is included in the final implementation dashboard, the Town should require a completed SMART Goal Development Sheet. The following fields are recommended:

Required Field	Purpose
1. Goal statement	One sentence beginning with a clear action, target result, responsible owner, and completion date.
2. Strategic alignment	Identify the specific Mission, Vision, Value, and strategic pillar advanced by the goal.
3. Problem or opportunity	Describe the resident, operational, fiscal, infrastructure, environmental, or service issue being addressed.
4. Baseline data	Document current performance and source of data. If no baseline exists, the first milestone should be to establish one.
5. Target outcome	State the desired end condition numerically or in verifiable terms.
6. KPIs	Define each metric, formula, source, frequency, owner, and target.
7. Resource assumptions	Identify staffing, budget, technology, vendors, grants, training, and maintenance costs.
8. Dependencies and risks	List internal/external dependencies and likely barriers.

9. Milestones	Break the five-year goal into annual or quarterly checkpoints.
10. Reporting cadence	Specify how progress will be reported to administration, Council, and the public.

9. Examples of Strengthening Draft Goals

The examples below are illustrative. They are not final recommended goals because the Town would still need to confirm baselines, cost, staff capacity, policy direction, and data availability.

Area	Draft Direction	SMART-Strengthened Example	Possible KPI Set
PROS technology use	Increase the use of technology for department functions.	By September 30, 2027, PROS will implement standardized digital workflows for at least four recurring department functions, including meeting summaries, resident correspondence tracking, program registration/support documentation, and internal reporting, with 100% of designated staff trained and quarterly usage reports submitted to the Town Administrator.	Number of workflows digitized; staff training completion; average time to complete recurring documentation; number of resident communications tracked; staff adoption rate.
Town Clerk visitor/call tracking	Track and report on the subject and number of calls received at Town Hall.	By Q2 FY2027, the Town Clerk will implement a standardized visitor and call tracking method with defined request categories, monthly reporting, and a 12-month baseline. By Q4 FY2028, the Clerk's Office, departments, and Communications Coordinator will use the data to publish targeted information for the top recurring request categories and reduce repetitive informational calls by a Council-approved target percentage.	Visitor/call categories tracked; monthly reporting completion; top request categories; web/social content published; change in repeat inquiry volume; website traffic on targeted topics.
Finance P-Card program	Implementation of Purchasing Card program.	By the end of FY2028, Finance/Procurement will transition eligible low-dollar, high-frequency purchases to a controlled P-Card program after establishing a FY2027 baseline for purchase order/check volume, cost per transaction, and eligible vendor spend. The program will target a defined reduction in manual purchase orders/check payments while maintaining audit compliance and documenting any rebate revenue generated.	Baseline PO/check volume; percent eligible spend shifted to P-Card; processing time; cost per transaction; vendor participation; rebate revenue; audit exceptions.

Public Works GIS/asset management	Implement a GIS-based real-time asset visualization platform.	By December 2027, Public Works will implement a GIS-based asset visualization platform for critical infrastructure after establishing a verified baseline inventory and phasing field verification by asset class and risk level. Annual targets should identify the percentage of critical assets mapped, verified, maintained, and used in capital planning decisions.	Assets inventoried; assets field-verified; data accuracy rate; staff training completion; updates completed within reporting period; number of CIP decisions informed by verified GIS data.
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10. Application to Current Programs and Projects: Composting Program

The Town should apply the same SMART goal discipline to current programs and projects, including the composting program. The composting program may align with Environmental Stewardship, Community Engagement, Fiscal Responsibility, and Rural Lifestyle Preservation; however, its strategic value should be demonstrated through data and alignment rather than assumed because of its history or visibility. Programs that began as a response to a specific community concern can remain valuable, but they should be periodically evaluated to confirm whether they still advance the Town's Mission, Vision, Values, and current strategic pillars. This is especially important when a program receives high attention, but participation, measurable impact, or Townwide benefit is unclear. Illustrative SMART evaluation goal: By Q4 FY2027, the Town will complete a formal evaluation of the composting program to determine its alignment with Environmental Stewardship, Fiscal Responsibility, Community Engagement, and Rural Lifestyle Preservation. The evaluation will document participation, cost, operational requirements, resident awareness, environmental impact, and options for continuing, redesigning, scaling, partnering, pausing, or sunseting the program. Potential participation KPIs: households enrolled, active households, participation rate by month/quarter, repeat usage, and participation by district or area when available. Potential environmental KPIs: volume or weight diverted, contamination rate, estimated waste reduction, and consistency of collection/processing.

Potential fiscal KPIs: program cost, staff time, vendor cost, cost per participating household, cost per ton diverted, and funding source. Potential engagement KPIs: resident awareness, educational contacts, event participation, survey feedback, and number of residents requesting information. Potential decision criteria: minimum participation threshold, maximum cost per outcome, demonstrated environmental benefit, alignment to strategic pillars, and resident demand. Using this approach does not predetermine the future of the composting program. It gives the Town a credible and transparent way to decide whether the program should continue as-is, be redesigned, be integrated into broader sustainability education, be scaled only if thresholds are met, or be paused if it does not produce sufficient strategic value.

11. Recommended Next Steps

Adopt a Townwide SMART Goal Development Sheet using the fields listed in this exhibit. Provide department training on writing SMART goals, distinguishing strategic outcomes from projects, defining KPIs, and using baseline data. Ask each department to revise submitted goals using the standard template and to identify missing data that must be collected before targets are finalized. Create a cross-department review process to test alignment with Mission, Vision, Values, strategic pillars, budget, staffing, policy direction, and resident priorities. Convert approved goals into a five-year implementation dashboard with annual milestones, owners, reporting cadence, and public-facing progress summaries. Apply the same standard to existing programs, including composting, to ensure ongoing initiatives remain aligned, measurable, realistic, and accountable.

12. Suggested Report Conclusion

The departmental goals submitted during this planning process represent an important first step toward building a performance-oriented strategic plan. They demonstrate staff engagement and provide a useful inventory of potential projects, service improvements, and operational priorities. However, before the goals are used as five-year commitments, the Town should invest in SMART goal training, standardize its goal-development process, and require supporting data for all major targets and KPIs. Doing so will protect public trust, support fiscal responsibility, strengthen implementation discipline, and ensure that departmental work remains connected to the Town's Mission, Vision, Values, and long-term identity as a rural, equestrian, environmentally protected community.

Sources Reviewed

Public Works Department, Town of Southwest Ranches: SMART Goals with KPIs. Parks, Recreation & Open Spaces: FY 2027 Strategic Plan submission. Financial Services Department: Strategic Goals draft, edited May 14, 2026. Town Clerk: Departmental Strategic Goals and KPI Outline with review comments. Southwest Ranches Mission, Vision, Values, and Strategic Pillars document. Town strategic planning scope and related background materials reviewed during the engagement.

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 7/23/2026
SUBJECT: Town Hall And Council Chambers Ballistic Glass Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

C. Reliable Public Safety

D. Improved Infrastructure

Background

A recent priority of the Town Council and Town Administration has been to identify and remedy safety vulnerabilities throughout Town Hall. The front desk area was secured in the last fiscal budget year, and this year Ballistic doors and windows are budgeted for the front lobby and the Council Chambers.

It is determined that the ballistic glass project can be awarded through The Interlocal Purchasing System ("TIPS") government cooperative contract #260104-02, to Essential Constructs, LLC in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00)

Fiscal Impact/Analysis

Town Council approved \$100,000.00 for this project from the Capital Projects Fund in the FY25-26 budget. The Town will utilize unassigned fund balance (reserves) on any change orders related to this project not to exceed \$10,000.00.

Staff Contact:

Russell C. Muñoz, Town Administrator

Kathryn Sims, Deputy Town Administrator

Thomas Holste, General Services Manager/Emergency Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Essential Constructs Linking Agreement	7/17/2026	Agreement
Essential Constructs Quote	7/16/2026	Backup Material

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ESSENTIAL CONSTRUCTS, LLC FOR THE TOWN HALL AND COUNCIL CHAMBERS BALLISTIC GLASS PROJECT IN THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00); AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a recent priority of the Town Council and Town Administration of the Town of Southwest Ranches has been to identify and remedy safety vulnerabilities throughout Town Hall; and

WHEREAS, the Town Council approved the installation of ballistic glass and doors in the lobby of Town Hall and in the Town Council Chambers in the FY 2025-2026 budget; and

WHEREAS, it is determined that the ballistic glass project can be awarded through The Interlocal Purchasing System ("TIPS") government cooperative contract #260104-02, to Essential Constructs, LLC in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and

WHEREAS, the Town budgeted One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in the FY 2025-2026 Capital Improvements Fund for this project; and

WHEREAS, approval of this Resolution authorizes the Town Administrator to approve any change orders related to this project, submitted by Essential Constructs, LLC, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which represents no more than ten percent (10%) of the total project cost, thereby ensuring the overall project does not exceed One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00); and

WHEREAS, The Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Essential Constructs, LLC in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

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

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 an Agreement with Essential Constructs, LLC, in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for the installation of ballistic doors and glass in the Town Hall Lobby and Council Chambers, in substantially the same form as attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves utilizing unassigned fund balance (reserves) on any change orders related to this project, submitted by Essential Constructs, LLC in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00); and

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

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

[The remainder of this page is intentionally left blank.]
[Signatures appear on the following page.]

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

Ranches, Florida, this ____ day of ___, 2026 on a motion by_____ and seconded by_____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.2026.083

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**COOPERATIVE AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
ESSENTIAL CONSTRUCTS LLC**

This Agreement is entered by and between the Town of Southwest Ranches ("Town") with an address at 13400 Griffin Road, Southwest Ranches, FL 33330 and Essential Constructs LLC ("Contractor") with an address at 6821 Colyer Xing for Trades, Labor and Materials (JOC) based upon The Interlocal Purchasing System ("TIPS") Region 8 Education Service Center, government cooperative contract #260104-02 as may be amended from time to time, and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, and Contractor's proposal for the Town Hall & Council Chambers Ballistic Glass Project, collectively referred to as the "Cooperative Contract."
2. The Cooperative Contract was competitively solicited and awarded by the TIPS Region 8 Education Service Center, located in Pittsburg, Texas. The Contractor has exhibited by its response to the sealed solicitation publicly advertised on January 8th, 2026 and January 15th, 2026 for Trades, Labor and Materials (JOC) that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited in the Cooperative Contract and herein based on said solicitation and to be bound by the terms of this Agreement, as may be amended by the Region 8 Education Service Center of Texas from time to time.

SECTION 1. DEFINITIONS

The following terms in the Cooperative Contract are hereby re-defined for purposes of this agreement as follows:

"Town" shall refer to the Town of Southwest Ranches, a municipal corporation in the State of Florida.

SECTION 2. EFFECTIVE DATE

This Agreement is effective upon the respective dates under each signature herein.

SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL

Pursuant to the Award Letter, the contract is valid through April 30, 2028 with an option for renewal for an additional three consecutive one-year terms in accordance with Section 12 of the TIPS government cooperative contract #260104-02.

SECTION 4. PROJECT

The Contractor will perform the Town Hall & Council Chambers Ballistic Glass Project in accordance with the Contractor's proposal dated July 8, 2026 and attached hereto.

SECTION 5. PROJECT LOCATION

Unless modified in writing by the Town Administrator or their designee, the locations for installation and associated accessories shall be in adherence to the Contractor's proposal dated July 8, 2026 and attached hereto.

SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified, supplemented, or specified herein.

SECTION 7. NOTICE

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

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

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

If to Contractor:

ATTN: Rob Warholic
Essential Constructs LLC
6821 Colyer Xing
Victor, NY 14564

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this Agreement shall be in the seventeenth judicial circuit in and for Broward County,

Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto. The prevailing party in any action shall be awarded reasonable attorney's fees and costs at all tribunal levels.

SECTION 9. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 10. CONFLICT

To the extent that any conflict shall arise between the Town Purchase Order or this Agreement and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement and/or the Town Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forego use of the Contractor for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION

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

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

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this Contract and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the

Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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

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

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

SECTION 14. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 1.34 of the Cooperative Contract and Section 12 of this Agreement shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs at all tribunal levels.

SECTION 15. BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget, as applicable. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 16. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

SECTION 17. INSURANCE

The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 18. INSPECTOR GENERAL AND ETHICS

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS

(2 CFR 200 APPENDIX ii COMPLIANCE):

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal

opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

C. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

D. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

E. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply, propose or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

I. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 – as amended and extended).

J. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

L. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

M. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

N. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

O. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

P. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 1) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 2) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and
- 3) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

R. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

T. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

U. FOREIGN ENTITY COMPLIANCE

Contractor represents and warrants that it is eligible to contract with the Town under all applicable provisions of Sections 287.138, 288.007, and 692.201 through 692.204, Florida Statutes. By executing this Agreement, Contractor further certifies, under penalty of perjury, that it is not prohibited from contracting with the Town under such statutes and is in compliance with all applicable requirements thereof.

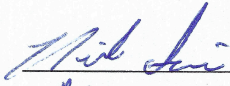
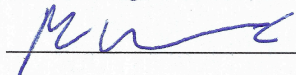
V. HUMAN TRAFFICKING CERTIFICATION

Pursuant to Section 787.06, Florida Statutes, Contractor certifies, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes. Contractor further certifies that the individual executing this Agreement is duly authorized to make this certification on behalf of Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates set forth below. The individual executing this Agreement on behalf of Contractor further declares, under penalties of perjury, that he or she has read the foregoing representations and certifications contained in Sections U and V of this Agreement, that the facts stated therein are true and correct, and that he or she is duly authorized to execute this Agreement on behalf of Contractor.

ESSENTIAL CONSTRUCTS LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute the same by Council action on the ____ day of _____, 2026.

WITNESSES:

ESSENTIAL CONSTRUCTS LLC:

By: 
Jordan E. Ciesinger Contractor Admin (title)
15 day of July 2026

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

____ day of _____ 2026

By: _____

Russell Muñiz, Town Administrator

____ day of _____ 2026

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.2026.075



Essential Constructs

TIPS Contract: 260104-02 Trades, Labor and Materials (JOC)

DATE: 7/8/2026

332 San Carlos Drive, Punta Gorda, FL 33950
C:607.760.2350
rob@essentialconstructs.com

EXPIRATION DATE: 30 Days

TO Town of Southwest Ranches
"26-1532 Ballistic Glass Project R1"
13400 Griffin Rd
Southwest Ranches, FL 33950

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<u>Scope of Work:</u> - BR250 Aluminum Storefront Entrance Door - Bullet resistant Level III BR250 aluminum framing in a Clear anodized finish to be glazed with Bullet resistant Level III - New openings for both Front Entrance and Council Entrances - Freight - Unloading of Door Delivery - Removal of existing door openings at Front Entrance and Council Doors - Installation of new ballistic doors at Front Entrance and Council Doors - Engineering and Permitting of new doors.	\$72,780.00	\$72,780.00
	<u>Allowance (Remote Locking Mechanism and Control) - \$16,560 NOT INCLUDED IN TOTAL BELOW.</u> - Add new controls to both entrances for remote locking capabilities. - Hardware for remote locking (Magnetic Lock) - Run new data lines from server room to door - Integrate Remote Door Mechanism with existing security software.		
	<u>Exclusions:</u> Drawings, Lettering/Signage on new door, painting, bonds, sales tax, any scope outside of what is listed above, unknown conditions.		
	<u>General Conditions:</u> This fee encompasses all project oversight and administrative functions required to successfully deliver the work, including on-site and executive-level project supervision, contract coordination and documentation, TIPS cooperative contract compliance, and subcontractor procurement and management. This fee reflects the operational and administrative burden associated with managing a fully compliant, cooperative procurement project from award through closeout and ensures all parties are supported throughout the duration of the contract.		
SUBTOTAL			\$72,780.00
GENERAL CONDITIONS			\$10,377.00
TOTAL			\$83,697.00

If you have any questions about this Quote, please contact: Robert Warholic,
C:607.760.2350 E: rob@essentialconstructs.com

Costs based on RSMeans data

TIPS Procurement Contract: 260104-02 Trades, Labor and Materials (JOC)

Essential Constructs, LLC. - (Vendor 8029)

Estimate Name: 26-1532 Ballistic Glass Project

ESTIMATE INFORMATION

Client Name: Town of Southwest Ranches

Notes:

Estimate Address: 13400 Griffin Rd,
Southwest Ranches,
FL 33099

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	NON PRE PRICED
1.00	999999999999	Custom BR250 Aluminum Storefront Entrance Door Bullet resistant Level III BR250 aluminum framing	Ea.	\$ 36,126.00	\$ -	\$ 6,720.00	\$ -	\$ 42,846.00
1.00	015433402055	Rent forklift, pnm tire, all terr, tele boom, 6600 lb, 29' reach, 42' lift, Incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 2,466.26	\$ 2,466.26	\$ -
3.00	013113200160	Field personnel, general purpose laborer, average	Week	\$ -	\$ 6,319.14	\$ -	\$ 6,319.14	\$ -
4.00	013113200160	Field personnel, general purpose laborer, average	Week	\$ -	\$ 8,425.52	\$ -	\$ 8,425.52	\$ -
1.00	024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 625.00	\$ -	\$ -	\$ 625.00	\$ -
2.00	013113200220	Field personnel, project manager, maximum	Week	\$ -	\$ 8,548.00	\$ -	\$ 8,548.00	\$ -
2.00	015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	\$ -	\$ 406.90	\$ 256.06	\$ 662.96	\$ -
1.00	999999999999	Engineering for Custom Ballistic Doors	Ea.	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00

Grand Total				\$ 40,351.00	\$ 23,699.56	\$ 9,442.32	\$ 27,046.88	\$ 46,446.00
Non Pre Priced Coefficient	15.00%						\$ -	\$ 6,966.90
RS Means Coefficient	19.00%						\$ 5,138.91	
Bond	0.00%						\$ -	\$ -
Total Estimate							\$	85,598.69
Total Discount							\$	(1,901.69)
Final Proposal							\$	83,697.00



Essential Constructs LLC

Tentative Timeline

As of 7/15/26

JOB NAME: 26-1532 Ballistic Glass Project

July 23, 2026 Regular Meeting

CONSTRUCTION ACTIVITY	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7	Wk8	Wk9	Wk10	Wk11	Wk12	Wk13	Wk14	Wk15	Wk16	Wk17	Wk18
Engineering & Submittals																		
Permitting																		
Entrance Door Order																		
Electrical Rough In (If Applicable)																		
Demolition																		
Delivery & Installation																		
Low Voltage Lock System (If Applicable)																		
Inspections																		
Punchlists																		
Closeout																		

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/23/2026
SUBJECT: Assignment of Agreement to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services

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

Pursuant to Resolution 2025-060 and RFP No. 25-10 for Disaster Debris Removal and Emergency Logistical Services, the Town entered into an Agreement with Bergeron Emergency Services, Inc. ("Bergeron") to serve as the Town's primary disaster and debris management contractor.

On March 13, 2026, Bergeron sold its assets to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services. Bergeron has requested that the Agreement be assigned to EDS HOLDCO LLC d/b/a Bergeron Emergency Services, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services has agreed to assume all rights, duties, obligations, liabilities, and responsibilities of Bergeron under the Agreement, subject to the Town's consent. Upon

the effective date of the Assignment, Bergeron shall cease to be a party to the Agreement, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall succeed to Bergeron's rights and assume Bergeron's obligations under the Agreement without modification to its terms.

The Town will experience no interruption or reduction in the services required under the Agreement as a result of the Assignment, EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall continue to perform in accordance with all existing terms, conditions, specifications, warranties, obligations, and requirements.

The Assignment of the Agreement to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services which shall continue under the same terms through its expiration date of April 2, 2028, with the Town Administrator's option to extend the contract for up to two (2) additional two-year periods, subject to mutual agreement and satisfactory performance. The Assignment does not alter the scope of work, pricing, insurance requirements, or any other material term of the Agreement.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved - Amended	7/20/2026	Resolution
Agreement	7/15/2026	Agreement

RESOLUTION 2026

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ASSIGNMENT OF THE TOWN'S PRIMARY DISASTER AND DEBRIS MANAGEMENT CONTRACTOR AGREEMENT FOR EMERGENCY DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES FROM BERGERON EMERGENCY SERVICES, INC. TO EDS HOLDCO, LLC D/B/A BERGERON EMERGENCY SERVICES; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR, AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2025-060 and RFP No. 25-10 for Disaster Debris Removal and Emergency Logistical Services, the Town entered into an Agreement with Bergeron Emergency Services, Inc. ("Bergeron") to serve as the Town's primary disaster and debris management contractor; and

WHEREAS, on March 13, 2026, Bergeron sold its assets to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services; and

WHEREAS, Bergeron has requested that the Agreement be assigned to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services has agreed to assume all rights, duties, obligations, liabilities, and responsibilities of Bergeron under the Agreement, subject to the Town's consent; and

WHEREAS, upon the effective date of the Assignment, Bergeron shall cease to be a party to the Agreement, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall succeed to Bergeron's rights and assume Bergeron's obligations under the Agreement without modification to its terms; and

WHEREAS, the Town will experience no interruption or reduction in the services required under the Agreement as a result of the Assignment, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall continue to perform in accordance with all existing terms, conditions, specifications, warranties, obligations, and requirements; and

WHEREAS, the Town Council desires to approve the Assignment of the Agreement to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services which shall continue under the same terms through its expiration date of April 2, 2028, with the Town Administrator's option to extend the contract for up to two (2) additional two-year periods, subject to mutual agreement and satisfactory performance.

WHEREAS, the Assignment does not alter the scope of work, pricing, insurance requirements, or any other material term of the Agreement, and the Town Council finds that approving the Assignment is in the best interest of the Town

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

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

Section 2. The Town Council hereby approves the Assignment of the Town's primary disaster and debris management contractor Agreement from Bergeron Emergency Services, Inc. to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services.

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator, and the Town Attorney to execute the Assignment, if necessary, and to take all other actions consistent with this Resolution.

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

[The remainder of this page is intentionally left blank.]
[Signatures appear on the following page.]

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

Ranches, Florida, this ____ day of ___, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.078

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CONSENT TO ASSIGNMENT
OF THE AGREEMENT BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND BERGERON EMERGENCY SERVICES
TO EDS HOLDCO, LLC d/b/a
BERGERON EMERGENCY SERVICES

THIS CONSENT TO ASSIGNMENT (this "Assignment"), executed this ____ day of _____, 2026, is made a part of the Agreement entitled "Disaster Debris Removal and Emergency Logistical Services", approved by Resolution No. 2025-060 (the "Agreement"), together with any amendments thereto, attached hereto as Attachment "A", by and among **Bergeron Emergency Services, Inc.** whose Federal Identification No. is 65-1274968 ("Bergeron"), and the **Town of Southwest Ranches** ("Town"), for the purpose of memorializing the consent of the Town to the assignment by Bergeron of all of its right, title, and interest in and to the Agreement to **EDS HOLDCO, LLC d/b/a Bergeron Emergency Services** whose Federal Identification No. is 81-1060739, and the assumption by EDS HOLDCO, LLC d/b/a Bergeron Emergency Services of all obligations of Bergeron under the Agreement. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the Town and Bergeron are parties the Agreement entitled "Disaster Debris Removal and Emergency Logistical Services", approved by Resolution No. 2025-060, pursuant to which Bergeron provides emergency debris management and related services to the Town; and

WHEREAS, Bergeron has requested that the Agreement be assigned to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services has agreed to assume all rights, duties, obligations, liabilities, and responsibilities of Bergeron under the Agreement, subject to the Town's consent; and

WHEREAS, upon the effective date of this Assignment, Bergeron shall cease to be a party to the Agreement, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall succeed to Bergeron's rights and assume Bergeron's obligations under the Agreement without modification of its terms; and

WHEREAS, the Town will experience no interruption or reduction in the services required under the Agreement as a result of this Assignment, and EDS HOLDCO, LLC d/b/a Bergeron Emergency Services shall perform the Agreement in accordance with all existing terms, conditions, specifications, warranties, obligations, and requirements thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONSENT. The Town hereby consents to the assignment by Bergeron of all of its right, title, and interest in and to the Agreement to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services. EDS HOLDCO, LLC d/b/a Bergeron Emergency Services hereby accepts such assignment and assumes all obligations, liabilities, duties, and responsibilities of Bergeron arising under the Agreement from and after the effective date of this Assignment.

2. PAYMENT. From and after the effective date of this Assignment, all payments due under the Agreement shall be made to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services.

3. OTHER PROVISIONS REMAIN IN EFFECT. Except as expressly provided herein, all terms and conditions of the original Agreement between the parties dated June 12, 2026, shall remain in full force and effect. All references in the Agreement to Bergeron Emergency Services shall, from and after the effective date of this Assignment, be deemed to refer to EDS HOLDCO, LLC d/b/a Bergeron Emergency Services, where applicable.

4. NO WAIVER. Nothing contained in this Assignment shall be construed as a waiver of any rights, remedies, defenses, warranties, or obligations available to the Town under the Agreement or applicable law.

5. CONFLICTING PROVISIONS. In the event of any conflict between the terms of this Assignment and the Agreement, the terms of this Assignment shall control solely with respect to the assignment and assumption of the Agreement. In all other respects, the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date mentioned above.

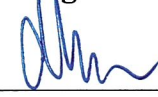
[signature page to follow]

WITNESSES:



**EDS HOLDCO, LLC d/b/a
Bergeron Emergency Services:**

By: _____



Abigail Dobson / President

Title: _____

9th day of July 2026

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

____ day of _____, 2026

By: _____

Russell Muñiz, Town Administrator

____ day of _____, 2026

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.2026.075

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitzkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 7/23/2026
SUBJECT: BRJ Restoration Change Order

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

On February 26, 2026, the Town Council approved Resolution 2026-027 which approved an agreement with BRJ Restoration, LLC for the construction of a multi-purpose storage unit located at Town Hall in the amount of \$126,700.00. Resolution 2026-027 also approved the Town Administrator to approve change orders for the project up to 20% of the total project cost, or \$25,340.00.

The original building provided for many unknown factors of issues that would not be known until after demolition and removal of the building. Two change orders have been approved by the Town Administrator for (1) investigation and evaluation of water and irrigation lines and (2)

re-routing of said water and irrigation lines, for a total of \$15,991.00.

Change Order #3, amounting to \$20,460.00, is required to remedy elevation inadequacies, the purchase and installation of additional concrete, the construction of a concrete path leading to the future roll up door for vehicle storage, and Town requested installation of a channel drain on the adjacent Town Hall roof to improve rain runoff in the area. This Change Order, when including the previous change order amounts, exceeds the Town Administrator's authority under Resolution 2026-027.

Fiscal Impact/Analysis

Although the Change Orders, to include Change Order #3 if approved, exceed the authority provided through Resolution 2026-027, they do not exceed the budgeted amount for the entire project which is \$200,000.00 in the Capital Projects fund.

Staff Contact:

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Change Order	7/17/2026	Backup Material

RESOLUTION NO. 2026 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING CHANGE ORDER #3 TO THE AGREEMENT WITH BRJ RESTORATION, LLC IN THE AMOUNT OF TWENTY THOUSAND FOUR HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$20,460.00) FOR THE CONSTRUCTION OF A MULTI-PURPOSE STORAGE UNIT LOCATED ON THE TOWN PROPERTY LOCATED AT 13400 GRIFFIN ROAD; AUTHORIZING THE TOWN ADMINISTRATOR TO ISSUE A NEW PURCHASE ORDER FOR THIS CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the February 26, 2026, Town Council meeting, the Town Council of the Town of Southwest Ranches approved Resolution 2026-027 which approved an agreement with BRJ Restoration, LLC for the construction of a multi-purpose storage unit located on Town property located at 13400 Griffin Road (Town Hall) in the amount of One Hundred Twenty-Six Thousand Seven Hundred Dollars and Zero Cents (\$126,700.00); and

WHEREAS, Resolution 2026-027 authorizes the Town Administrator to approve change orders not to exceed twenty percent (20%) of the total project cost, or Twenty-Five Thousand Three Hundred Forty Dollars and Zero Cents (\$25,340.00); and

WHEREAS, BRJ Restoration, LLC has submitted, and the Town Administrator has approved, two (2) change orders totaling Fifteen Thousand Nine Hundred Ninety-One Dollars and Zero Cents (\$15,991.00); and

WHEREAS; Change Order #3, totaling Twenty Thousand Four Hundred Sixty Dollars and Zero Cents (\$20,460.00), exceeds the above-mentioned authorized twenty percent (20%) contingency as well as the Town Administrator's spending authority; and

WHEREAS, Change Order #3 does not place the project over the original budgeted amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) funded through the FY 2025-2026 Capital Improvements Fund (Account 301-5300-539-62140); and

WHEREAS, change orders for this construction project were anticipated based on the nature of the work and the understanding that potential issues might not arise until after the project commenced; and

WHEREAS, the Town of Southwest Ranches desires to approve Change Order #3 under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves Change Order #3 with BRJ Restoration, LLC in the amount of Twenty Thousand Four Hundred and Sixty Dollars and Zero Cents (\$20,460.00) in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Town Administrator to issue a new Purchase Order for this change order and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of July 2026 on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.085

PROJECT NAME	Metal Building Project	PROPOSAL DATE	7/15/26
JOB LOCATION	13400 Griffin Rd Southwest Ranches, FL 33330	PROJECT #	26-1128

CLIENT INFORMATION		CONTRACTOR INFORMATION	
NAME	Town of Southwest Ranches	NAME	BRJ Restoration, LLC
CONTACT	Kathryn Sims	CONTACT	Jordan Cieslinski
ADDRESS	13400 Griffin Rd	ADDRESS	8230 Pascal Drive
CITY/STATE/ZIP	Southwest Ranches, FL 33330	CITY/STATE/ZIP	Punta Gorda, FL 33950
PHONE	(954) 343 - 7454	PHONE	(585) 953 - 3100
EMAIL	ksims@southwestranches.org	EMAIL	jordan@brjrestoration.com

SCOPE OF WORK - Grade Correction at Roll up Door Openings

The site survey included in the bid documents, which served as the basis for the original pricing, indicated an elevation difference of approximately 3 1/4 inches across the area where the roll-up doors are to be installed. Pricing and scope were developed in reliance on that survey.

Upon further field verification, the actual elevation difference was found to be approximately 11 inches, significantly greater than what was represented in the bid documents. Due to this discrepancy, the anticipated locations of the roll-up doors would result in one door sitting uneven relative to the finished grade at its threshold.

To correct this condition and provide a consistent, level transition at each door opening, additional removal and replacement of existing concrete is required to bring the grade into alignment with the roll-up door openings on each end. This work was not accounted for in the original bid, as the actual site conditions differ materially from the survey provided in the bid documents.

Work to be performed:

Remove and replace approximately 13 ft x 53 ft of sidewalk and driveway.

Removal and replacement is necessary in order to make grade equivalent to the roll-up door openings on each end, ensuring both doors meet finished grade evenly.

The Town also requested installation of 40' of channel drain.

\$16,473.00 (Concrete Subcontractor)

\$577.00 (Bond Premiums)

\$3,410.00 (20% Overhead and Profit)

Total for Change Order 03: \$20,460.00

EXCLUSIONS

Work beyond what is specifically described in this change order

Any additional unforeseen conditions discovered.

Repairs to existing utilities damaged prior to contractor's involvement

Utility company coordination, fees, or required work by the utility provider

Any environmental testing or remediation if hazardous materials are found in or around the pipes

Survey or as-built documentation of existing utilities (unless separately authorized)

ACCEPTANCE OF CHANGE ORDER

**AUTHORIZED CLIENT
SIGNATURE**

DATE OF ACCEPTANCE

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
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Bob Hartmann, Council Member
David S. Kuczenski, Esq., Council Member

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PRF Director
DATE: 7/23/2026
SUBJECT: Equestrian Park Playground Upgrade

Recommendation

Council approval is requested to procure goods and services to update the Sunshine Ranches Equestrian Park Playground equipment.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The life expectancy of commercial playground equipment is predictably 15-20 years, after which a new installation or major update should be completed. The Sunshine Ranches Equestrian Park playground was completed in 2004. Oxidized and worn walking surface modules are components of two age-specific play structures that were updated in FY 2024 – 2025.

Planning updates via a multi-year approach allows approximately 25% of the components to be upgraded annually over a planned 4-year period, ensuring the amenity will remain safe while retaining the unique, attractive qualities for which it was originally chosen.

Oxidized and worn slides, farm panels, handrails and a climber are components of two age-specific play structures planned for updates in FY 2025 – 2026, including

1. Slidewinder 2 (x2) on Barn and Tractor
2. Double swirl poly slide on Barn
3. Double poly slide on Tractor
4. Activity and/or custom facade panels x6 (horse head, cow head)
5. Cozy climber component on Tractor
6. Ancillary hardware and connectors for these components.
7. Block climber on Tractor
8. Barriers for curved bridge on Tractor
9. Handrails for curved transfer module on Barn

Fiscal Impact/Analysis

This request is for phase 2 of a 4-year replacement program to update worn components. With the first year of this multi-year approach completed, continuing this program will allow approximately 25% of the components to be upgraded annually through all four phases. By FY 2028, 4 slides, 6 ladders/climbers, 14 activity panels and other ancillary components on the Barn and Tractor Structures as well as 6 swings, access wedges, posts, guardrails, roofs and shade structures will be replaced.

Funding for this item was approved in the Fiscal Year 2025-2026 Budget within the Capital Projects Fund expenditure account, (301-5300-572-63170) \$56,250

Staff Contact:

December Lauretano-Haines, PRF Director
Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Proposal with contract pricing	7/15/2026	Backup Material
Original Agreement	7/6/2026	Contract

RESOLUTION NO. 2026 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ON THE CLAY COUNTY CONTRACT PRICING FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT COMPONENTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK PLAYGROUND FROM REP SERVICES, INC. / LANDSCAPE STRUCTURES, INC. IN THE AMOUNT OF FIFTY-SIX THOUSAND, ONE HUNDRED THIRTY-SEVEN DOLLARS AND ONE CENT (\$56,137.01); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the playground equipment at Sunshine Ranches Equestrian Park was acquired in 2004; and

WHEREAS, the life expectancy of commercial playground equipment is predictably 15-20 years, after which a new installation or major update should be completed; and

WHEREAS, the Council has appropriated the necessary funds to assist the Town in purchasing new components for the playground; and

WHEREAS, in accordance with its procurement procedures, the Town has elected to procure the components and related services via piggyback purchase from Rep Services, Inc. / Landscape Structures, Inc. via the Clay County contract # 2023/2024-284 in the amount of Fifty-Six Thousand, One Hundred Thirty-Seven Dollars and One Cent (\$56,137.01); and

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 agrees to piggyback onto the Clay County contract # 2023/2024-284 pricing for purchase and installation of components and related services from Rep Services, Inc. / Landscape Structures, Inc. in the amount of Fifty-Six Thousand, One Hundred Thirty-Seven Dollars and One Cent (\$56,137.01) for use in the Sunshine Ranches Equestrian Park.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance 2025-011, funding for this item was approved within the Capital Projects Fund expenditure account (301-5300-572-63170) \$56,250.

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this __ day of _____, 2026, on a motion by _____ and seconded by _____.

Breitkreuz	___	Ayes	—
Jablonski	___	Nays	—
Allbritton	___	Absent	—
Hartmann	___	Abstaining	—
Kuczenski	___		

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
1001.2026.080



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repsservices.com

E-mail POs and contracts to:
contracts@repsservices.com

CGC1508223 FEIN 59-2978507 Page 1 of 2

Please mail checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Southwest Ranches 13400 Griffin Rd Southwest Ranches, FL 33330-2628	Ship To: TBD at a later date	Bill To: Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628
Attn: December Lauretano-Haines	Attn:	Attn: December Lauretano-Haines

Project No: 547	Project Name: Equestrian Park - Southwest Ranches	Project Contact: December Lauretano-Haines
Proposal No: 547.32	Proposal Name: Equestrian Park	Project Location: 5840 SW 148 Avenue Southwest Ranches, FL 33330 Project County: Broward
Proposal Date: 7/15/2026	Proposal Expires: 8/14/2026	
For Questions Contact: Carrie Humbert ☎ 407-853-3570 ✉ carrie@repsservices.com		
		Opt/Rev: L/4 7/15/26 - CH

Vendor: Landscape Structures	Proj Drawings: 613271
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Class	Part No	Qty	Description	Unit Price	Disc	Net Price	Ext Price
Equestrian Park							
Enclosures	PB178474A-001	1 EA	Barn Panel W/tan/black Horse Above Deck	2,435.00	-2.0%	2,386.30	2,386.30
	PB178475A-001	1 EA	Barn Panel W/white/black Cow Above Deck	1,895.00	-2.0%	1,857.10	1,857.10
	PB178476A-001	4 EA	Barn Panel Custom Above Deck	1,380.00	-2.0%	1,352.40	5,409.60
Kids In Motion	PB111306A-003	1 EA	Wheel W/o Infill For Permalene	330.00	-2.0%	323.40	323.40
	PB120902A-001	1 EA	Handhold Leg Lift	290.00	-2.0%	284.20	284.20
Parts	100196	8 EA	Bhcs 6lp 3/8x7/8i Sst	2.58	-2.0%	2.53	20.24
	100198	4 EA	Bhcs 6lp 3/8x1-1/8i Sst	2.28	-2.0%	2.23	8.92
	100201	1 EA	Bhcs 6lp 5/8x1-1/2i Sst	9.66	-2.0%	9.47	9.47
	100327	4 EA	Nut Hex Std 3/8-16 Sst	1.05	-2.0%	1.03	4.12
	100365	16 EA	Washer Flat Sae 3/8i Sst	0.48	-2.0%	0.47	7.52
	113027	2 EA	Bhcs 6lp 3/8x1-3/8i Sst	2.68	-2.0%	2.63	5.26
	118002	1 EA	Kick Pl Lwr Blk Clmr	472.00	-2.0%	462.56	462.56
	118005	1 EA	Kick Pl UpR Blk Clmr	449.00	-2.0%	440.02	440.02
	119798	1 EA	Inside Barr Crvd Brdg Pvc	1,576.00	-2.0%	1,544.48	1,544.48
	126964	1 EA	Trans Rh Handhold Pvc	374.00	-2.0%	366.52	366.52
	126979	1 EA	Trans Lh Inner Handhold	265.00	-2.0%	259.70	259.70
	129672	12 EA	Bhcs Torx #14 X 1-1/4 Sst	2.87	-2.0%	2.81	33.72
	134459	1 EA	Hrail Pvc 40i Lh W/tab	569.00	-2.0%	557.62	557.62
	134461	1 EA	Hrail Pvc 40i Rh	512.00	-2.0%	501.76	501.76
	140666	1 EA	Inst Pb Crvd Xfer Mod 40i	0.00	-2.0%	0.00	0.00
	142385	4 EA	Block Clmr	351.00	-2.0%	343.98	1,375.92
	142385	5 EA	Block Clmr	351.00	-2.0%	343.98	1,719.90
	148724	1 EA	Cust Pb Tractor Facade Inst	0.00	-2.0%	0.00	0.00
	151712	1 EA	Hdw Dk/dk Block Clmr (td)	357.00	-2.0%	349.86	349.86
	151715	1 EA	Inst Stepping Block Clmr	0.00	-2.0%	0.00	0.00
	189023	1 EA	Outer Barr Crvd Brdg B Pvc	1,466.00	-2.0%	1,436.68	1,436.68
	189024	1 EA	Outer Barr Crvd Brdg A Pvc	1,466.00	-2.0%	1,436.68	1,436.68
	189025	1 EA	Hdw Pkg Barrier Crvd Brdg	127.00	-2.0%	124.46	124.46
	192550	1 EA	Inst 90* Crvd Bridge Pb	0.00	-2.0%	0.00	0.00
Slides & Gliders	PB123331B-001	1 EA	Double Slide 40"dk DB	2,900.00	-2.0%	2,842.00	2,842.00
	PB124863A-007	1 EA	Slidewinder2 32"dk DB 1 Left	2,900.00	-2.0%	2,842.00	2,842.00
	PB124863F-016	1 EA	Slidewinder2 72"dk DB 1 Straight 1 Right 1 Left	4,975.00	-2.0%	4,875.50	4,875.50
	PB130798A-001	1 EA	Double Swirl Slide 48"dk DB	3,175.00	-2.0%	3,111.50	3,111.50

Discount per the Clay County Contract #2023/2024-284: \$706.09				Product Subtotal:		\$34,597.01
Freight: Prepaid	Ship Method: Best Way	FOB: Destination	Weight: 1,473 lbs	Freight Charge:		\$4,640.00
Landscape Structures Total:						\$39,237.01

Installation By RSI Installer: The scope includes the following, as required:			613272
Item	Qty	Description	
INS-LSI	1 LT	labor to install replacement parts	
RSI Installer Total:			\$16,900.00

General Terms of Sale and Proposal Summary

Net 30	Product:	\$34,597.01
	Installation:	\$16,900.00
	Freight:	\$4,640.00
	Proposal Total:	\$56,137.01

Notes

This proposal is for parts, freight and INSTALLATION only. Original job# T87529 LSI request# 1209830-01-01

The Clay County Contract #2023/2024-284 provides a 2% discount on LSI product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Installation:

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

The undersigned warrants that he/she is an authorized representative of Town of Southwest Ranches noted and has the requisite authority to bind Town of Southwest Ranches and/or principal.

Accepted By:
Town of Southwest Ranches

Company Name	Authorized By	Printed Name	Date
As Its: _____ (Title)			

Clay County Contract

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**AGREEMENT TO PROVIDE VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND RECREATION**

This Agreement to Provide Various Equipment and Amenities for Parks and Recreation (“Agreement”) is entered into and shall be deemed effective as of July 24, 2024, and is between Rep Services, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued an Invitation for Bid, Bid No.: 23/24-074 (“Bid”), to establish a firm, fixed percentage discount from manufacturer’s and/or bidder’s current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds to include a means for qualifying suppliers and establishing pricing for ballpark lighting services and court surfacing; and

WHEREAS, the Contractor responded to the Bid with a proposal that included Contractor’s products and discount pricing and pricing details for such products and services (“Proposal”); and

WHEREAS, the County evaluated the proposals submitted, and on July 23, 2024, the Clay County Board of County Commissioners of Clay County, Florida (the “Board”) accepted staff’s evaluation and awarded the Bid to the 23 companies that responded to the Bid; and

WHEREAS, the awarded Bids will be utilized on an as needed and as requested basis; and

WHEREAS, to the extent permitted by applicable law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid, including any addendums and attachments thereto, as well as the Proposal apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. EQUIPMENT, PRODUCTS, OR SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Donna Fish, Buyer 1 with Clay County Purchasing, or designee.
- (c) The Contractor agrees to provide the Products and Services in accordance with the Bid Scope of Work attached hereto as **Attachment A**, its Proposal attached hereto as **Attachment B**, and the terms and conditions of this Agreement when ordered and/or requested from time to time by the County. As used herein, “Products” shall mean all equipment, amenities, materials, and/or products that the Contractor agrees to provide as stated in its Proposal. As used herein, “Services” shall mean any services that the Contractor agrees to provide as stated in its Proposal or as requested under this Agreement, including, but not limited to, installation of Products for parks and playgrounds, ballpark/field lighting services, court surfacing, and other related services.
- (d) Products and/or Services will be ordered and/or requested by personnel designated by the County on an as needed basis for the quantity requested during the term of the Agreement. Such orders/requests will be made in accordance with the method of ordering section of **Attachment A**. The County at its sole discretion will generate purchase orders as a result of approved quotations submitted in response to a request. Depending on the Services ordered, the Contractor may be required to enter into a separate agreement or task order with the County addressing such Services.
- (e) No later than 30 days prior to the anniversary date of this Agreement throughout the Agreement term, the Contractor may submit an updated Proposal to the Project Manager reflecting any changes to manufacturers and/or Products. Upon receipt, the Project Manager shall review and approve or reject the updated Proposal in writing. If the Project Manager approves the updated Proposal, it shall automatically be deemed to be incorporated into this Agreement and shall replace and/or modify **Attachment B**, in whole or in part, as applicable, as of the date of approval, without the need for a formal amendment or further action by either party. If the Project Manager does not approve the updated Proposal, the original Proposal shall continue without modification.
- (f) In providing the Products and Services, the Contractor shall:
 - 1. Be familiar with the ordered/requested Products and/or Services, deadlines, requirements, and the conditions under which the Products and/or Services are to be provided;
 - 2. Conduct business in a manner that reflects favorably at all times on the services and the goodwill and reputation of the County;
 - 3. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and

4. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(g) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to provide all Products and Services as may be requested under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Products and/or Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to provide the Products and/or Services comply with the terms of this Agreement, have current licenses and permits required to provide the Products and/or Services, and are fully qualified and capable to perform their assigned tasks.

(h) The Contractor represents and warrants to the County that Contractor is experienced with providing the Products and Services described in this Agreement and is qualified and competent to provide such Products and perform such Services. The Contractor shall provide any and all Products and perform any and all Services requested in a timely, efficient, workmanlike, and cost-effective manner that comports with professional industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(i) The Contractor shall provide the Products and Services using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws ("Standard of Care").

(j) In performance of this Agreement, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Products and/or Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(k) The County may elect, in certain circumstances, to purchase only Products and have such Products installed by others (e.g., volunteers, County staff, etc.). If such election is made, the Products will be shipped to a designated location and off-loaded by the Contractor.

(l) Non-Exclusive. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent either party from entering into similar agreements with other third parties, or from engaging in any other business activities for such products and/or services, including, but limited to the use of other available bids or contracts.

(m) The County gives the Contractor no guarantee of any Products or Services or any specific amount or quantity of Products or Services that may be accomplished or performed by the Contractor during the term of this Agreement. Additionally, the County makes no guarantee of usage by other users or Contracting Entities of this Agreement.

(n) The County may conduct performance evaluations at any time during the term of this Agreement to ensure the Contractor's compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

2. ADDITIONAL PRODUCTS OR SERVICES

(a) If the County identifies or the Contractor recommends any additional products or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional products and/or services, including scope, timing, and fees, as applicable, must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on July 24, 2024 ("Effective Date") and shall remain in effect for a period of three years continuing through July 23, 2027, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement. The Contractor agrees to timely provide the requested Products and/or Services in accordance with the Agreement and the deadlines that may be established for such Products and/or Services.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all pending purchase orders, contracts, etc., until all of the rights and obligations of both parties thereunder have been fulfilled or the purchase orders, contracts, etc. have been terminated.

4. WARRANTIES AND REPRESENTATIONS

(a) The Products and Services shall comply with all rules, regulations, and requirements set forth in this Agreement and the Attachments to this Agreement.

(b) Warranties related to the Products and/or Services provided under this Agreement shall be established and confirmed at the time of each individual order. For each order, the Contractor shall provide a warranty statement specifying the duration, scope, and terms of the warranty applicable to the specific Products and/or Services being purchased. Depending on the Services ordered, the warranty may be set forth in a separate agreement or task order with the County addressing such Services.

(c) Neither the Services, nor any Products provided by the Contractor under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

(d) The Contractor certifies that all Products meet all federal and state requirements. Upon

completion of installation of play equipment and/or playground surfacing, the Contractor shall furnish to the County's Purchasing Department a certificate stating the Products/equipment/surfacing and its installation meet all federal and state requirements as outlined in the publications set forth in **Attachment A** under the Compliance with Laws and Codes section. The Contractor further certifies that if the Product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the Product(s) and installation into compliance shall be borne by the Contractor.

(e) The Contractor warrants that all Products and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, the Contractor warrants the Products and Services are suitable for and will perform in accordance with the ordinary use for which they are intended.

(f) All material, equipment, manufacturer, or other special warranties required by the Agreement or applicable to the Products and/or Services shall be transferable to, or issued in the name of the County, and provide the warranty period. The period of manufacturer's warranty shall begin to run at the time the Products are received and accepted by a representative of the County.

5. PIGGYBACKING, SALES REPORTS, AND ADMINISTRATIVE FEE

(a) To the extent permitted by law, the Contractor agrees to offer and extend this Agreement and pricing to any states, municipalities, local governments, school districts, higher educational institutions, public utilities, hospitals, and any other governmental agencies or non-profit organizations (collectively "Contracting Entities").

(b) The County as the lead agency for the Bid shall not be liable or responsible for any costs, damages, liability, or other obligations incurred by any Contracting Entities. The Contractor including its subsidiaries shall deal directly with each Contracting Entity concerning the placement of orders, issuance of purchase orders, issuance of contracts, contractual disputes, invoicing, payment, and all other matters relating or referring to such Contracting Entities access or use of the Agreement and/or pricing. Accordingly, any Contracting Entity wishing to use this Agreement will be responsible for placing its own orders, issuing its own purchase order/documents/price agreements/contracts, providing for its own acceptance, making any subsequent payments, addressing any contractual disputes, and handling all other matters relating or referring to its access or use of the Agreement and/or pricing. The Contracting Entities are responsible for obtaining all certificates of insurance and bonds as may be required.

(c) Volume Sales Report. Throughout the term of this Agreement, the Contractor shall submit a **quarterly volume sales report ("Sales Report") to the County's Purchasing Department by email at purchasing@claycountygov.com or U.S. mail to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Quarterly Sales Report dates are as follows: December 31, March 31, June 30, and September 30. Sales Reports must be delivered to the County's Purchasing Department no later than the 15th day of the following month.** Initiation and submission of the Sales Reports are the

responsibility of the Contractor without prompting or notification by the County. The Sales Report must be provided regardless of whether or not any sales have been conducted during such quarter (i.e., if there are no sales, Contractor must submit a Sales Report indicating that no sales were made during that particular quarter). The Sales Report must include the following:

- Contracting Entity's name and contact information;
- Detail of any Products sold/purchased including description, quantity, and price;
- Detail of any Services sold/purchased and/or performed; and
- All transactions pertaining to sales for Products and/or Services and pricing for that quarter to include the date the purchase was invoiced/sale was recognized as revenue by Contractor.

(d) Administrative Fee. The Contractor agrees to pay to the County an administrative fee equal to 1.5% of the eligible revenues generated from the sale of Products or Services to Contracting Entities utilizing this Agreement and/or pricing under this Agreement. For purposes of this Agreement, "eligible revenues" shall mean the gross amount actually received by the Contractor from the sale of Products purchased and/or installed utilizing this Agreement, excluding any amounts attributable to shipping, freight, handling charges, taxes, mandatory fees, or any other expenses not directly related to the core sale or installation transaction.

(e) The County will review the Sales Report and will prepare an invoice to the Contractor for payment of the administrative fee based on the Sales Report submitted for that **quarter**. Such invoices will be submitted to the Contractor at its email address provided to the County's Purchasing Department. Upon receipt of an invoice submitted under this paragraph, the Contractor shall submit payment pursuant to the instructions on the invoice within 30 calendar days of the invoice date.

(f) Failure of the Contractor to provide the quarterly Sales Reports and payment of administrative fees in accordance with an invoice, shall be considered a breach of the Agreement. A late penalty of 15 percent on the value of the administrative fee may be assessed to the Contractor for each month the payment of such fee is not received.

(g) The Contractor agrees to cooperate with the County in auditing transactions under this Agreement to ensure that the administrative fee is paid on all Products and/or Services purchased under this Agreement.

6. PRICING AND PAYMENT

(a) All Products and Services under this Agreement will be priced and/or discounted as stated in Contractor's Proposal. It is understood that Contractor's current catalog/supply/product information price list are subject to change throughout the term of this Agreement. However, percent discount shall remain fixed for the entire term of this Agreement including any renewals or extensions thereto.

(b) Freight must be pre-paid and added to the Invoice and the quote. The County will pay actual freight charges.

(c) Sales Promotion/Price Reduction. The parties acknowledge that sales promotions may occur during the term of the Agreement which will lower prices of Products and Services for the period of such sales promotion. The Contractor acknowledges and agrees that the County shall receive the full benefit of such reductions if lower than the discount established by this Agreement. The County must be notified of these sales promotions in writing, specifying the beginning and ending dates of the sales promotions.

(d) The County shall pay the Contractor for the Products and Services provided under this Agreement in compliance with the specifications at the prices in accordance with **Attachment B** upon presentation of an Invoice submitted to the Paying Agent in accordance with paragraph 7.

7. PAYMENT PROCEDURES

(a) As used herein, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under this Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor’s name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. Identify the Products and/or Services covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date for such Products and/or Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or

Project Manager shall review the Invoice and may also review the Products and/or Services as delivered, installed, or performed to determine whether the quantity and quality of the Products and/or Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Products and/or Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Products and/or Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Products and/or Services provided under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Products and/or Services furnished under this Agreement

8. INDEMNIFICATION

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

9. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation Statutory limits
- Employers Liability \$100,000 Each Accident
 \$500,000 Disease Policy
 \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to any work or services being performed under this Agreement, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: **"Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043"** or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later

than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

10. BONDS

(a) A Performance Bond and Payment Bond may be required for specific projects and/or Services provided under this Agreement as security for the faithful performance and payment of the Contractor's obligations. Whether such Bonds will be required, will be based upon the size and price of each particular project and/or purchase under this Agreement. If such Bonds are required, the Contractor understands, acknowledges, and agrees that the Contractor shall cause the Bonds to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor's sole expense, and shall deliver a certified copy of the recorded Bonds to the County's Purchasing Department prior to receiving a purchase order for the project.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of the Agreement; fails to perform on time or timely deliver any requested Products; provides false or inaccurate information; fails to address and/or correct any deficiencies identified by the County during a performance evaluation; fails to timely submit reports as required herein; fails to pay the administrative fee; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the Products and/or Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations or for no longer providing the services contemplated under this Agreement which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without

releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Products and/or Services satisfactorily provided up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County. The Contractor may terminate this Agreement for the convenience of the Contractor by giving the County 180 calendar days advance written notice.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Products and/or Services and shall stop any work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Products and/or Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County. The Contractor agrees to refund to the County all pre-paid sums for Products and/or Services that have been cancelled and will not be delivered.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Products provided and/or Services performed.

12. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07,

Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

14. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to provide the Products and Services requested under the Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) The Contractor's failure to comply with the requirements of this paragraph shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(c) The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the

Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the

Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

22. NO ASSIGNMENT

(a) The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. SUBCONTRACTORS

(a) The Contractor shall provide the names of all subcontractors performing any work or services under this Agreement to the Project Manager. The County reserves the right to approve the utilization of any subcontractors in connection with this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County. The County further reserves the right to reject any quotation in response to a request for quotation if such quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award, failed to deliver on time contracts of a similar nature, or is not in a position to perform properly under this Agreement.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

24. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

25. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

26. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

27. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

28. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

29. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

30. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire understanding between the parties regarding the subject matter herein and supersedes all previous agreements, whether oral or written.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments listed below are incorporated herein by reference and made a part of this Agreement as if set out fully herein.

Attachment A: Bid Scope of Work

Attachment B: Proposal

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: 
By: [Bill Geary \(Sep 17, 2024 08:30 EDT\)](#)

Print Name: Bill Geary

Print Title: Vice President

CLAY COUNTY, a political subdivision of the State of Florida

By: 
By: [Howard Wanamaker \(Sep 16, 2024 10:22 EDT\)](#)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

F:\Contract\Purchasing\Various Equipment and Amenities for Parks Agreement.doc

ATTACHMENT A BID SCOPE OF WORK



INVITATION FOR BID

23/24-074

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND RECREATION

Clay County
477 Houston Street
Green Cove Springs, FL 32043

RELEASE DATE: May 16, 2024

LAST DATE FOR INQUIRIES: May 31, 2024, 4:00 pm

BID DUE: June 13, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/claycounty>

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. [Administrative Fee \(Piggybacking\)](#)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. [Qualification of Installers](#)

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. [Catalogs and Manufacturer Suggested Retail Price \(MSRP\) Lists](#)

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:

US Consumer Product Safety Commission

4330 East West Highway

Bethesda, MD 20814

(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:

National Recreation and Park Association

22377 Belmont Ridge Road

Ashburn, VA 20148-4150

(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:

(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.
2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

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ATTACHMENT B PROPOSAL



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:

Rep Services, Inc.

Email:

sales@repervices.com

Contact:

Nathan Almon

Address:

165 West Jessup Ave
Longwood, FL 32750-4146

Phone:

(407) 831-9658

Website:

<https://repervices.com/>

Submission Date:

Jun 11, 2024 2:33 PM

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Landscape Structures, Inc.	Playground Equipment	2%	NA	https://issuu.com/repser vices/docs/_2024_lsi_pl ay_catalog-with_imprint ?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Skyways	Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/2024_skyw ays_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	NA	https://issuu.com/repse rvices/docs/_poligoncatalog -2023?fr=xKAE9_zU1NQ	Priced Per Job
Rep Services, Inc.	Aquatix	Aquatic Spray Features and Mechancial Packages	2%	NA	https://issuu.com/repse rvices/docs/_2024-aquatixcatalog-with_imprint	Price Per Job
Rep Services, Inc.	DuMor	Site Furnishings	2%	NA	https://issuu.com/repse rvices/docs/_2024_dumor_ catalog?fr=xKAE9_zU1NQ	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	Anova	Site Furnishings	2%	NA	https://issuu.com/repser vices/docs/_2020_anova _catalog?fr=sYzhjNjQ1MTc3MQ	Physical List
Rep Services, Inc.	2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	NA	https://issuu.com/repser vices/docs/_2024_product _catalog?fr=xKAE9_zU1NQ	Physical List
Rep Services, Inc.	iMulch, Inc	Engineered Wood Fiber	2%	NA	NA	Physical List
Rep Services, Inc.	No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_nfs_catalog-2022	Physical List
Rep Services, Inc.	Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/_robertsonrecr eationalsurfaces_catalog	Physical List

Distributor	Manufacturer	Equipment Description	% Discount Allowed from MSRP	% Installation Discount	Online Catalog Provided <i>Provide Link Below, if opting to bring catalog in, please enter "Physical Catalog"</i>	MSRP List <i>Provide Link Below, if opting to bring MSRP List in, please enter "Physical List"</i>
Rep Services, Inc.	ForeverLawn	Snythetic Turf Surfacing Products	2%	NA	https://issuu.com/repser vices/docs/foreverlawn? e=1884579/4320678	Physical List
Rep Services, Inc.	Safe4Play	Snythetic Turf Surfacing Products	2%	NA	NA	Physical List

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Johnny Pitts Construction, Inc.
Address: 4124 Pace Ln, Milton, FL 32571
Phone Number: 850-232-1615
Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.
Address: 9951 Equus Circle, Boyton Beach, FL 33472
Phone Number: 561-289-7658
Contact Name: Donald West

Business Name: Al Bosgraaf & Sons, Inc.
Address: 240 Rebel Run, Osteen, FL 32764
Phone Number: 407-402-8497
Contact Name: Gerald Bosgraaf

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

Russell C. Muniz, ICMA-CM, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 7/23/2026
SUBJECT: Park Entranceway Signs Award to PHI Construction, Inc.

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

In 2004, Southwest Ranches defined the Town's Rural Identification Program with design standards for the purpose of creating a strong sense of place and community by establishing a visual identity through decorative and wayfinding signage at Town entry points, parks, and neighborhood entrances.

The Town budgeted \$100,000 in FY 2025-2026 for the fabrication and installation of park entranceway signs in Country Estates Park, Calusa Corners Park, Rolling Oaks Park, Frontier Trails Park, Southwest Meadows Sanctuary Park and an additional sign for future use.

On May 18, 2026, the Town advertised Invitation for Bid 26-011 Park Entranceway Signs fabrication and installation of five (5) signs, with add-alternative for decorative fencing and an additional sign. On June 18, 2026, the Town received four (4) responsive bids for Invitation for Bid.

Vendor	Base Bid (5 Signs)
PHI Construction, Inc.	\$118,925.00
Supreme Roofing & Construction Inc.	\$151,000.00
i2 Visual, Inc.	\$173,750.00
BRJ Restoration LLC	\$205,491.00

The Town also received the following pricing for the add alternatives:

Add Alternate 1	PHI Construction, Inc.	Supreme Roofing & Construction Inc.	i2 Visual, Inc.	BRJ Restoration LLC
Fencing per Location	\$25,000.00	\$5,950.00	\$28,300.00	\$6,800.00

Add Alternate 2	PHI Construction, Inc.	Supreme Roofing & Construction Inc.	i2 Visual, Inc.	BRJ Restoration LLC
Sign Only - Fabricated and Delivered	\$20,471.25	\$21,100.00	\$23,750.00	\$58,762.00
Sign Fabricated AND Installed	\$24,026.25	\$30,200.00	\$37,550.00	\$76,895.00
Fencing around sign	\$25,750.00	\$5,950.00	\$28,300.00	\$7,590.00

After reviewing the bids, it was determined that PHI Construction, Inc. was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code.

Fiscal Impact/Analysis

The Town budgeted \$100,000 in FY 2025-2026 for the fabrication and installation of park entranceway signs and the PHI Construction Inc.'s base bid total is \$118,925. A budget amendment utilizing unassigned fund balance (reserves) in the amount of \$18,925.00 is required to award this agreement.

Staff Contact:

Christina Semeraro, Procurement Officer
Emil C. Lopez, Town Financial Administrator
Susan Kutz, Public Works Project Coordinator
December Lauretano-Haines, Parks, Recreation, and Forestry Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/17/2026	Resolution
Exhibit "A"	7/17/2026	Exhibit

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE BID RECOMMENDATION FOR IFB 26-011 FROM PHI CONSTRUCTION, INC. FOR FABRICATION AND INSTALLATION OF FIVE (5) PARK ENTRANCEWAY SIGNS IN THE AMOUNT OF ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$118,925.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2004, Southwest Ranches defined the Town's Rural Identification Program with design standards for the purpose of creating a strong sense of place and community by establishing a visual identity through decorative and wayfinding signage at Town entry points, parks, and neighborhood entrances; and

WHEREAS, the Town budgeted One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in FY 2025-2026 for the fabrication and installation of park entranceway signs in Country Estates Park, Calusa Corners Park, Rolling Oaks Park, Frontier Trails Park, Southwest Meadows Sanctuary Park and an additional sign for future use; and

WHEREAS, on May 18, 2026, the Town advertised Invitation for Bid 26-011 Park Entranceway Signs fabrication and installation of five (5) signs, with add/alternate for decorative fencing and an additional sign; and

WHEREAS, on June 18, 2026, the Town received four (4) responsive bids for Invitation for Bid 26-011 Park Entranceway Signs; and

WHEREAS, after reviewing the bids, it was determined that PHI Construction, Inc. was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, PHI Construction Inc.'s base bid total is One Hundred Eighteen Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$118,925.00); and

WHEREAS, a budget amendment totaling Eighteen Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$18,925.00) is required to award this agreement; and

WHEREAS, the Town of Southwest Ranches desires to accept the bid recommendation under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby accepts the bid from PHI Construction in the base bid amount of One Hundred Eighteen Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$118,925.00) for fabrication and installation of the park signs, in substantially the same form as attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned fund balance (reserves) in the amount of eighteen thousand nine hundred twenty-five and no cents (\$18,925.00) to the Fiscal Year 2025-2026 Budget as follows:

General Fund

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$18,925.00
--	-------------

Expenditure Increase:

Transfer to Capital Projects Fund (001-3900-581-31301)	\$18,925.00
--	-------------

Capital Projects Fund

Revenues Increase:

Transfer from General Fund (301-0000-381-38101)	\$18,925.00
---	-------------

Expenditure Increase:

Infrastructure General (301-5300-572-63100)	\$18,925.00
---	-------------

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

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 ____ day of ___, 2026 on a motion by_____ and seconded by_____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.2026.079

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Bidder Checklist

This list is provided as a courtesy only. Bidder is solely responsible for verifying submission of all forms and required documentation.

Submitted	Description
☒	Bid Form signed + Acknowledgement of Addenda
☒	Bidder Information
☒	Disclosure of Ownership Interests
☒	Drug Free Workplace
☒	Florida Statutes on Public Entity Crimes Sworn Statement
☒	Non-Collusion Affidavit
☒	Anti-Lobbying Certification
☒	Bidder Confirmation of Qualifications
☒	"Insert Here" Images from Two (2) Completed Sign Projects
☒	Certificate of Authority (as applicable - Individual / Partnership / Corp-LLC)
☒	Governmental Contact Information
☒	Acknowledgement of Conformance with OSHA Standards
☒	Subcontractor List
☒	Liability Claims
☒	Certification Pursuant to FL § 287.135
☒	Affidavit of Compliance with Foreign Entity Laws
☒	Certification Pursuant to FL § 787.06
☒	Insert Bidder's E-Verify MOU or Proof of E-Verify Registration (on file)
☒	Insert Bidder's W-9
☒	Insert Bidder's Proof of Liability Insurance "COI"

Section 4 – Bid Form

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to complete the work in strict accordance with the Contract Documents, specifications, and all addendums (as applicable), for the Total Bid Amount stated below. Future unit pricing may be utilized by the Town during the stated pricing term but does not guarantee future quantities or work.

IFB 26-011 PARK ENTRANCEWAY SIGNS			
CONTRACT TIME: Substantial Completion = 150 days from NTP Final Completion: 30 days from Substantial Completion		LIQUIDATED DAMAGES: \$250.00 Per Day	
Description	Quantity	Unit Price	Extended Price
A1. Fabricated Entry Sign	5	\$ <u>19,875⁰⁰</u>	\$ <u>99,375⁰⁰</u>
A2. Entry Sign Installation	5	\$ <u>3500</u>	\$ <u>17,500⁰⁰</u>
A3. Mobilization	1	\$ <u>950</u>	\$ <u>950⁰⁰</u>
A4. Freight / Shipping / Delivery	1	\$ <u>1100</u>	\$ <u>1100⁰⁰</u>
TOTAL BID AMOUNT			\$ <u>118,925⁰⁰</u>
A5. Add Alternate - Fencing around sign to match the fencing at Founders' Park (12498 Griffin Road)		Turnkey Add-on Price: \$ <u>25,000⁰⁰</u> per each sign location	
FUTURE UNIT PRICING (REQUIRED)		(To remain available to the Town for potential future purchases for a period of two (2) fiscal years).	
B1. Fabricated & Delivered Sign Only (No Installation)		\$ <u>20,471²⁵</u> Unit price	
B2. Fabricated AND Installed Sign (Turnkey including all associated costs) WITHOUT FENCING		\$ <u>24,076²⁵</u> Unit price	
B3. Fencing around Sign		\$ <u>25,750⁰⁰</u> Unit price	

(CONTINUED ON NEXT PAGE)

BIDDER INFORMATION

ACKNOWLEDGEMENT OF ADDENDA (as applicable)

Bidder acknowledges receipt of all addenda by initialing below for each addendum received:

Addendum No. 1 [initials] (initial)

Addendum No. 2 [initials] (initial)

Addendum No. 3 [initials] (initial)

BIDDER'S NAME: P.H.I. CONSTRUCTION, INC.

TITLE: PRES

BIDDER'S SIGNATURE: [Signature]

DATE: 5/26/26

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: _____

BIDDER'S E-MAIL ADDRESS: _____

Name of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

Address of Corporate Representative

BIDDER INFORMATION

[Please print clearly]

NAME: P.H.I. CONSTRUCTION, INC.ADDRESS: 12555 ORANGE DR SUITE 4093 DAVIE, FL 33330

OF YEARS IN BUSINESS: _____

FEIN: 65-0524214

CAGE: _____

LICENSE NUMBER: CGC059656 STATE OR COUNTY: FLORIDALICENSE TYPE: GENERAL CONTRACTOR

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: GEORGE MORRIS

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: P.H.I. CONSTRUCTION, INC.BIDDER'S ADDRESS: 12555 ORANGE DR SUITE 4093 DAVIE, FL 33330BIDDER'S PHONE NUMBER: Office: 954-577-2969 Cell: 954-520-6205BIDDER'S EMAIL ADDRESS: GLM@PHICONSTRUCTION.COMBy: GEORGE MORRISP.H.I. CONSTRUCTION, INC.

Name of Corporation/Entity

12555 ORANGE DR #4093

Address of Corporation/Entity

Signature of President or Authorized PrincipalBy: GEORGE MORRISTitle: PRES.

(If the Bidder is a Corporation, affix corporate seal)

SWORN STATE OF FLORIDA

TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

Section 5 – Required Forms

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared

JOE E. HARRIS hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

Affiant appears herein as:

an individual or

by the President of THE SOUTHWEST RANCHES, INC.

[position - e.g., sole proprietor, president, partner, etc.] [name & type of entity - e.g., LLC, Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

Affiant's address is:

12555 SW 10th Ave, Suite 12, Miami, FL 33186

Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's sole proprietorship, partnership, or other legal entity. Disclosure does not apply to nonpublic corporations, partnerships, or to an individual's or entity's interest in any entity registered with the Florida Secretary of State, except Corporation or registered pursuant to Chapter 517, Florida Statute, where disclosure is for use in the general public.

Affiant acknowledges that this Affidavit is given in conformity with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

JOE E. HARRIS
[Signature]

JOE E. HARRIS, Affiant

(Print Affiant Name)

DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, this day personally appeared
GEORGE MORRIS, hereinafter referred to as "Affiant," who being by me first duly
sworn, under oath, deposes and states as follows:

Affiant appears herein as:

, an individual or

☒ the PRESIDENT of PHI CONSTRUCTION, INC.

[position-e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

Affiant's address is:

~~PRESIDENT~~ 12555 Orange Drive, suite 4093, Davie FL 33330

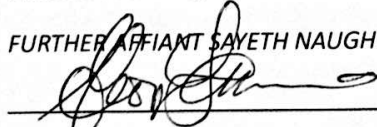
Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.



GEORGE MORRIS, Affiant

(Print Affiant Name)

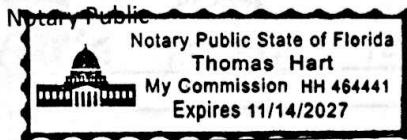
The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 26 day of MAY, 2026,

by GEORGE MORRIS (name of person acknowledging).

Thomas Hart



(Print Notary Name)

State of Florida at Large

My Commission Expires: 11/14/2027

(Printed, typed, or stamped commissioned name of notary public)

Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name **Address**

GEORGE MORRIS 12555 ORANGE DR. #4093 DADE, FL. 33330

RIDDER'S SIGNATURE:

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

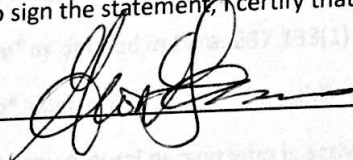
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE: _____



BIDDER: _____

PHI CONSTRUCTION, INC.

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to TOWN OF SOUTHWEST RANCHES
 by PHI CONSTRUCTION INC
 for IFB 26-011
 whose business address is 12555 ORANGE DR #4093 DAVIE
FL 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-0524214

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

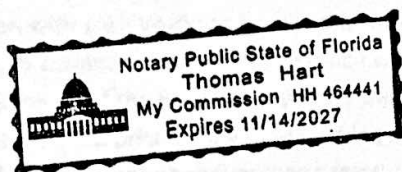
However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

BIDDER: PHI CONSTRUCTION, INC.By: *George Morris*GEORGE MORRIS
(Printed Name)PHI
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,this 2 day of MAY, 2026,by GEORGE MORRIS (name of person acknowledging).*Thomas Hart*

Notary Public

Thomas Hart

(Print Notary Name)

State of FL at Large

(Printed, typed, or stamped commissioned name of notary public)

(Signatures of Bids)

BIDDER: PHI CONSTRUCTION, INC.By: *George Morris*GEORGE MORRIS
(Printed Name)PHI
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization.

NON-COLLUSION AFFIDAVIT

State of Florida)

) ss:

County of Broward)GEORGE MARRIS being first duly sworn deposes and says that:

(He/She is the PRES. (Owner, Partner, Officer, Representative or Agent) of PHI CONSTRUCTION, INC the Bidder that has submitted the attached Bid;

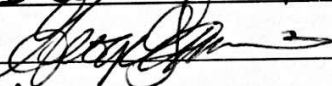
(He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

BIDDER: PHI Construction, IncBy: GEORGE MARRIS
(Printed Name)PRES.
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 26 day of May, 2026,

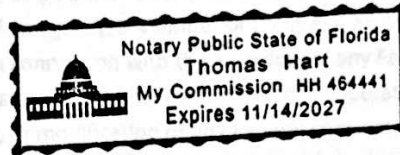
by _____ (name of person acknowledging).

[Signature]

Notary Public

Thomas Hart

(Print Notary Name)



State of Florida at Large

My Commission Expires: 11/14/27

(Printed, typed, or stamped commissioned name of notary public)

Contractor/Company Name: THE CARPENTERS INC

Authorized Representative (Print Name): Steve N. [unclear] Title: President

Signature: [Signature] Date: 01/24/26

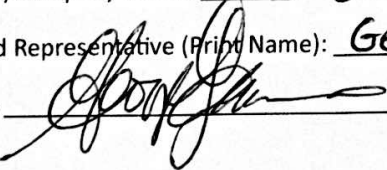
Anti-Lobbying Certification

Pursuant to the requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and applicable State of Florida lobbying regulations, the undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. The undersigned acknowledges and affirms compliance with the applicable State of Florida lobbying registration and disclosure requirements for entities seeking to influence state or municipal decisions, including but not limited to executive branch lobbying for procurement contracts valued at \$20,000 or more, and any applicable local ordinances governing lobbying activities within Florida municipalities.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor/Company Name: PHI Construction, Inc
 Authorized Representative (Print Name): George Morris Title: President
 Signature:  Date: 5/26/26

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience, capable of providing required insurance, and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: PHI CONSTRUCTION INC

Bidder's Name: GEORGE MORRIS

Bidder's Address: 12555 Orange Drive,
Suite 4093, Davie, FL 33330

Bidder's Phone Number: (954) 520-6105

Bidder's Email: glm@phiconstruction.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

GGC 059656

[Signatures on next page]

State of Florida

County of Broward

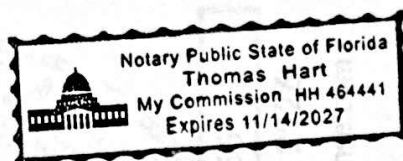
The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,this 26 day of May 2026,by GEORGE MORRIS (name of person acknowledging).Thomas Hart

Notary Public

Thomas Hart

(Print Notary Name)

State of FL at LargeMy Commission Expires: 11-14-27

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: PHI CONSTRUCTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MORRIS, GEORGE LORIN

PHI CONSTRUCTION INC
12555 ORANGE DR. SUITE 4093
DAVIE FL 33330

LICENSE NUMBER: CGC059656

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

INSERT HERE - IMAGES OF COMPLETED AND INSTALLED SIGN PRODUCTS FROM TWO (2) DIFFERENT SIGN PROJECTS

FOR EACH PROVIDE:

1. Close-up Image(s)
2. Client entity name
3. Contact information
4. Address of sign location(s)

— ON FILE —

Secretary:

(SEAL)

ESTD:

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____ as Principal or Owner
of (Company name) _____ is hereby authorized to execute the Bid
dated _____

_____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the
undersigned, shall be the official act and deed of _____.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

BIDDER: PHL Construction, Inc

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

State of Florida)

County of _____) ss:

County of Broward)

I HEREBY CERTIFY that a meeting of the Principals of the _____

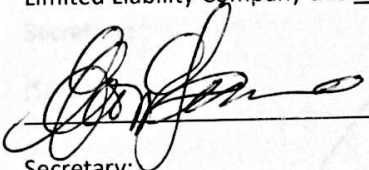
I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on 5-26, 2026 the following resolution was duly passed and adopted:

"RESOLVED, that GEORGE MORRIS, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, MAY 26TH, 2026, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 26 day of May, 2026



Secretary:

(SEAL)

BIDDER: PHI Construction, Inc

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:

County of _____)

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
----------------	---------	--------------	------------------------

I HEREBY CERTIFY that a meeting of the Principals of the _____

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

BIDDER: _____

GOVERNMENTAL CONTACT INFORMATION

Please complete the below with regard to any clients for which you have conducted business on similar projects within the past ten (10) years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
SWR	13400 GRIFPIN RD	434-0008	DEEMBER
SWR	33330	434-0008	ROD
SWR	↓	434-0008	EMILY
SWR	↓	434-0008	JOHN CANADA

BIDDER: PHI CONSTRUCTION, INC

ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

PHI Construction, Inc, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to PHI's failure to comply with such regulations.

[Signature]
ATTEST

PHI Construction, Inc
CONTRACTOR

BY: [Signature]
GEORGE ROLLS

Print Name

Date: 5/26/26

BIDDER: PHI construction, Inc

SUBCONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

Please write N/A across this form if no subcontractors will be utilized.

[illegible]

BIDDER: THE CONSTRUCTION, INC.

LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

Name and Location of project: N/A

Contact information for Project Owner:

Name: _____

Address: _____

Phone: _____

Email: _____

Nature of Claim: _____

Organization: _____

Date of Claim: _____

Resolution Date of Claim and how resolved: _____

If applicable:

Court Case Number: _____

County: _____

State: _____

BIDDER: _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

PHI Construction Inc. does not:

(Name of Bidding Firm)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Organization: PHI CONSTRUCTION, INC.

Street address: 12535 ORANGE DR. #4093

City, State, Zip: ORANGE, FL. 33330

Certified By: GEORGE MORRIS

(type or print)

Title: PRES

Signature:  Date: 5/26/26

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

County of Polk

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: May 26, 2026 Signed: [Signature]

Entity: PHI Construction Inc Name: George Morris

Title: President

[Signatures on next page]

State of Florida

County of Broward

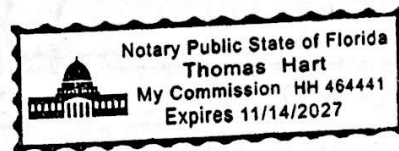
The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,this 26 day of May, 2026by George Morris (name of person acknowledging).

Notary Public

Thomas Hart

(Print Notary Name)

State of Florida at LargeMy Commission Expires: 11/14/27

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: fit CONSTRUCTION, INC.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

PHI Construction, Inc. does not use coercion for labor or services as defined in FL § 787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 5-24, 2024

Signed: _____

Entity: _____

Name: _____

Title: _____

[Signatures on next page]

State of Florida

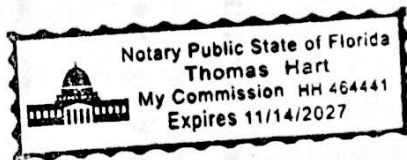
County of

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 26 day of May, 2026,

by George Morris (name of person acknowledging).



Thomas Hart

Notary Public

Thomas Hart

(Print Notary Name)

State of Florida at Large

My Commission Expires: 11/14/27

(Printed, typed, or stamped commissioned name of notary public)

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING / PROVIDE PROOF OF E-VERIFY REGISTRATION

Page showing USCIS verified electronic approval.

Page listing Company name & EIN number, matching W9 submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

Employer ID: 05-0524214
 Date Filed: 09/03/2004
 State: FL
 Status: ACTIVE
 Last Action: NAME CHANGE 09/03/2004
 Status Date: 06/23/2009
 Expiration Date: NONE
 Employer: 12635-ORANGE CT
 State: FL
 City: ORANGE
 Zip: 32667
 Name Changed: 09/03/2004



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
P.H.I. CONSTRUCTION, INC.

Filing Information

Document Number	P94000067799
FEI/EIN Number	65-0524214
Date Filed	09/12/1994
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/23/1999
Event Effective Date	NONE

Principal Address

12555 ORANGE DRIVE
Suite 4093
DAVIE, FL 33330

Changed: 04/02/2013

Mailing Address

12555 ORANGE DRIVE
Suite 4093
DAVIE, FL 33330

Changed: 04/02/2013

Registered Agent Name & Address

MORRIS, GEORGE LP
12555 ORANGE DRIVE SUIT 4093
DAVIE, FL 33330

Name Changed: 05/03/2010

Address Changed: 01/30/2024

Officer/Director Detail

Name & Address

Title P

Linked: Form W-9 (Rev. March 2026) (irs.gov)

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

3. What is the nature of your entity? (Check one) ☐ Individual taxpayer ☐ Partnership ☐ S corporation ☐ Trust/estate ☐ Trust/estate ☐ Limited liability company (LLC) or partnership, S or C corporation, P or Partnership 4. Is the entity a U.S. person? (Check one) ☐ Yes ☐ No 5. If the entity is a U.S. person, is it a U.S. citizen or resident? (Check one) ☐ Yes ☐ No 6. If the entity is a U.S. person, is it a U.S. citizen or resident? (Check one) ☐ Yes ☐ No		7. If the entity is a U.S. person, is it a U.S. citizen or resident? (Check one) ☐ Yes ☐ No 8. If the entity is a U.S. person, is it a U.S. citizen or resident? (Check one) ☐ Yes ☐ No 9. If the entity is a U.S. person, is it a U.S. citizen or resident? (Check one) ☐ Yes ☐ No
---	--	---

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) PHI Construction INC	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 12555 Orange Drive, Suite 4093	Requester's name and address (optional)
6 City, state, and ZIP code Davie, FL 33330	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

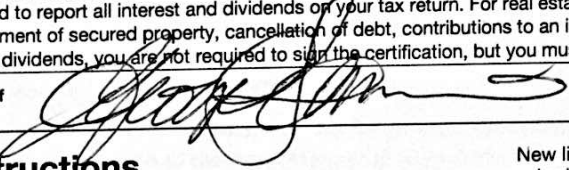
Social security number	
or	
Employer identification number	
65	0524214

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 5/26/26
------------------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
And
Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

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

Insurance Requirements - **INSERT PROOF OF INSURANCE HERE**

- 1) Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 2) All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 3) All Insurance Policies shall name and endorse the following as an additional named insured:
 Town of Southwest Ranches
 13400 Griffin Road
 Southwest Ranches, FL 33330-2628
- 4) All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 5) If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6) Contractor shall carry the following minimum types of Insurance:
 - a. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - b. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - c. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 7) Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 8) Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMERICAN INSURANCE BROKERS 3650 N.W. 82ND. AVE PH504 DORAL FL 33166-	CONTACT NAME: Patricia Perez
	PHONE (A/C, No, Ext): (305) 715-9956 FAX (A/C, No): (305) 715-7316
	E-MAIL ADDRESS: barbara@americaninsurancebrokers.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Scottsdale Insurance Company
INSURED PHI Construction Inc 1520 SW 190 Ave Pembroke Pines FL 33029-	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	x	x	CPS8050789	08/24/2025	08/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Carpentry Interior.
License #CGC 059656

AI 016050

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches 13400 Griffin Rd Southwest Ranches FL 33330-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/16/2025

EXPIRATION DATE: 7/16/2027

PERSON: GEORGE L MORRIS

EMAIL: GLM@PHICONSTRUCTION.COM

FEIN: 650524214

BUSINESS NAME AND ADDRESS:

P.H.I. CONSTRUCTION, INC.

12555 ORANGE DRIVE, SUITE 4093

FORT LAUDERDALE, FL 33330

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E02175033

QUESTIONS? (850) 413-1609