



Southwest Ranches Town Council

REGULAR MEETING Agenda of May 14, 2015

Southwest Ranches Council Chambers
7:00 PM THURSDAY

Addendum Added

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor
Jeff Nelson

Vice-Mayor
Freddy Fisikelli

Town Council
Steve Breitzkreuz
Gary Jablonski
Doug McKay

Town Administrator
Andrew D. Berns

**Town Financial
Administrator**
Martin Sherwood, CPA CGFO

Town Attorney
Keith M. Poliakoff, J.D.

**Assistant Town
Administrator/Town Clerk**
Russell C. Muñiz, MMC

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

8. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH CLEANING SYSTEMS, INC. FOR TOWN HALL JANITORIAL SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

9. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2015 AMENDMENTS TO THE THREE (3) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX, THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

- 10. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ANZCO, INC. TO COMPLETE THE TRAIL IMPROVEMENTS IN THE COUNTRY ESTATES PARK; APPROVING A FY 2014-2015 BUDGETED APPROPRIATION FROM THE GENERAL FUND AND CAPITAL PROJECTS FUND, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 11. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE SETTLEMENT OF THE LITIGATION STYLED *CITY OF SUNRISE, ET. AL. VS. BROWARD COUNTY*; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT WITH THE SETTLING MUNICIPALITIES.
- 12. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE OFFICE OF THE TOWN ATTORNEY TO FILE AN ACTION AGAINST US DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT (HEREAFTER REFERRED TO AS ICE) SEEKING A COURT ORDER ALLOWING CONTACT WITH AND/OR DEPOSITION OR OTHER DISCOVERY FROM PRESENT OR FORMER ICE OFFICIALS WITH REFERENCE TO ICE'S DECISION TO FOREGO PLANS FOR A DETENTION FACILITY IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- 13. Approval of Minutes**
 - a. April 9, 2015, Regular Town Council Meeting**
 - b. April 16, 2015 Workshop Meeting**
- 14. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A LEASE/PURCHASE AGREEMENT WITH ROSENBAUER/INTERNATIONAL FOR A COMMERCIAL CHASSIS PUMPER APPARATUS TO REPLACE EXISTING ENGINE 82; AND PROVIDING FOR AN EFFECTIVE DATE.
- 15. 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
Jeff Nelson, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitkreuz, Council Member
Gary Jablonski, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, Assistant Town Administrator
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Sandra Luongo
General Services Manager

DATE: April 15, 2015

SUBJECT: Cleaning Systems, Inc. Agreement Extension

Recommendation

This Resolution has been placed on the agenda for the Town Council's review and consideration for the extension of janitorial services at Town Hall for the second and final extension.

Strategic Priorities

This item supports the following strategic priority as identified in the Town's adopted Strategic plan.

A. Sound Governance

Background

The Town's contract for janitorial services was procured originally through the competitive bid process and executed in March, 2012 for a two (2) year term. The first one (1) year renewal was extended in March, 2014.

Fiscal Impact/Analysis

The cost of janitorial services are \$10,200 per year for core services. The Agreement allows for additional fees if additional services are required by the Town.

The Contractor has performed their duties faithfully in accordance with the Agreement for three years. The Agreement allows the Town the right to extend the services for a second – one year term provided that both parties agree that all terms, conditions and specifications remain the same and that the extension is approved by the Town Council. This renewal agreement is for the final extension which will expire on March 23, 2016.

Staff Contact:

Sandra Longo, General Services Manager

RESOLUTION NO. 2015 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH CLEANING SYSTEMS, INC. FOR TOWN HALL JANITORIAL SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 22, 2012, pursuant to Resolution No. 2012-036, the Town Council approved an Agreement with Cleaning Systems, Inc. to provide janitorial services for Town Hall; and

WHEREAS, this one year Agreement allows for two (2) - one (1) year extensions; and

WHEREAS, when the first term was set to expire, the Town Council, on March 13, 2014, pursuant to Resolution No. 2014-030, approved an additional one year extension through March 31, 2015; and

WHEREAS, the Town's staff has performed a review of the contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with Cleaning Systems, Inc. for an additional and final one (1) year term, through March 23, 2016;

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

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

Section 2: The Town Council hereby approves the Second Modification to the Agreement with Cleaning Systems, Inc., in substantially the same form as that attached hereto as Exhibit "A", to provide janitorial services to Town Hall for an additional, and final, one (1) year term, specifically through March 23, 2016.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the

same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2015, on a motion by _____ and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

SECOND MODIFICATION
TO JANITORIAL SERVICES AGREEMENT BY
AND BETWEEN THE TOWN OF SOUTHWEST RANCHES, FLORIDA
AND CLEANING SYSTEMS, INC., FLORIDA

THIS SECOND MODIFICATION is made and entered into this ____ day of May 2015 by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Broward County, Florida (hereinafter referred to as "TOWN") and CLEANING SYSTEMS, INC., Florida (hereinafter referred to as "CSI").

WITNESSETH:

WHEREAS, on March 22, 2012, pursuant to Resolution No. 2012-036, the Town Council approved an Agreement with Cleaning Systems, Inc. to provide janitorial services for Town Hall; and

WHEREAS, this one year Agreement allows for two (2) - one (1) year extensions; and

WHEREAS, when the first term was set to expire, the Town Council, on March 13, 2014, pursuant to Resolution No. 2014-030, approved an additional one year extension through March 31, 2015; and

WHEREAS, the Town's staff has performed a review of the contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with Cleaning Systems, Inc. for an additional and final one (1) year term, through March 23, 2016;

NOW, THEREFORE, in consideration of the sum hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein.
2. The term of the Agreement is hereby extended through March 23, 2016.
3. All other Sections remained unchanged shall remain in full force and effect.

SECOND MODIFICATION TO CLEANING SERVICE AGREEMENT BY AND BETWEEN THE
TOWN OF SOUTHWEST RANCHES, FLORIDA AND CLEANING SYSTEMS, INC., FLORIDA

WITNESSES:

CONTRACTOR:

CLEANING SYSTEMS, INC.

By: _____
James Fischer, Sr., President

____ day of _____ 2015

WITNESSES:

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

____ day of _____ 2015

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 2015

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith A. Poliakoff, Town Attorney

112400211.1



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, *Town Administrator*
Keith M. Poliakoff, *Town Attorney*
Martin Sherwood, *Town Financial Administrator*
Russell Muñiz, *Assistant Town Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew Berns, Town Administrator
Martin Sherwood, Town Financial Administrator

FROM: Russell Muñiz, Assistant Town Administrator

DATE: May 14, 2015

**SUBJECT: 2015 AMENDMENTS TO INTERLOCAL AGREEMENTS WITH
BROWARD COUNTY FOR THE DISTRIBUTION OF GAS TAX
PROCEEDS**

Recommendation

It is recommended that Council approve the attached resolution incorporating three 2015 amendments to Broward County Interlocal Agreements (Exhibit 1, 2, and 3) for the distribution of gas taxes.

Background

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

The three Interlocal Agreements and amendments are described below:

- I. The "original" local option gas tax agreement adopted in 1983 provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.
- II. The "additional" local option gas tax agreement adopted in 1994 now provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax

has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2013 so the Cities share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.

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

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

Analysis

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

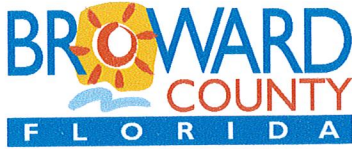
	<u>Fiscal Year 2015-2016</u>	<u>Fiscal Year 2014-2015</u>
Estimated Town Population	7,339	7,396
Broward County Population	1,803,903	1,784,715
Six-Cent Local Option Gas Tax	0.153793%	0.156693%
Additional Local Option Gas Tax	0.210266%	0.214231%
Transit Local Option Gas Tax	0.106630%	0.108641%

Fiscal Impact

The Town's estimated population decreased to 7,339 from 7,396. The Town's estimated population percentage decrease (.00771) did not keep pace with the overall Broward County municipal population percentage increase (.01077) therefore, the Town's shared percentage decreased (per the above table) on a year to year basis. Additionally, annual proceeds vary based on actual gasoline consumption within Broward County. However, assuming no change in consumption, it is estimated that gas taxes will decrease approximately \$1,331, \$959 and \$3,031 in Fiscal Year 2015-2016 for the six cent, additional, and transit local option gas taxes, respectively.

Staff Contact

Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator
Russell C. Muñiz, MMC, Assistant Town Administrator/Town Clerk



Office of Management and Budget

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

April 7, 2015

Dear Municipality:

Attached are amendments to three interlocal agreements requiring approval by your municipal governing board no later than June 1, 2015. The attached amendments are required in order to adjust each City's percentage share based on updated population figures.

Summary of Amendments

The three interlocal agreements and amendments are described below:

- The "original" local option gas tax agreement last levied in 1988 provides for Cities to receive 37.5% of the proceeds of six cents of gas tax. This amendment adjusts each City's percentage share of the 37.5% based on updated population figures.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2014 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

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

Please place the three amendments on the agenda for approval by the municipal governing board as soon as possible and return the signed agreements no later than June 1, 2015. If you have any questions about the amendments, please contact Jennifer Steelman from the County's Office of Management and Budget at 357-6226.

Attached are copies of the above discussed amendments. Please return **three** executed originals of each amendment (nine total) to:

Thomas Hutka, Director
Broward County Public Works Department
115 S Andrews Ave, Annex 550
Fort Lauderdale, FL 33301
Ph. (954) 357-6410

Sincerely,

A handwritten signature in blue ink, appearing to read "Kayla Olsen", is written over a light blue circular stamp.

Kayla Olsen, Director
Office of Management and Budget

KO: js
Attachments

This page
intentionally left blank

RESOLUTION NO. 2015 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2015 AMENDMENTS TO THE THREE (3) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX, THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, this Agreement will provide funding for the 2015-16 fiscal year through the distribution of the Town's share of the proceeds from the six cent local option gas tax in the amount of 0.153793% of the incorporated portion; and

WHEREAS, this Agreement will provide funding for the 2015-16 fiscal year through the distribution of the Town's share of the proceeds from the fifth cent local option gas tax in the amount of 0.210266% of the incorporated portion; and

WHEREAS, this Agreement will provide funding for the 2015-16 fiscal year through the distribution of the Town's share of the proceeds from the local option gas tax for transit in the amount of 0.106630% of the incorporated portion; and

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

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

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

Section 2: The Town Council hereby approves the Interlocal Agreement with Broward County, substantially in the form of the Agreements attached as Exhibit "1," "2," and "3," providing for the division and distribution of the proceeds of the local option gas tax.

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

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

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

Ranches, Florida, this ____ day of _____, 2015 on a motion by _____
_____ and seconded by _____.

Nelson	_____	Ayes	_____
Fisikelli	_____	Nays	_____
Breitkreuz	_____	Absent	_____
Jablonski	_____		
McKay	_____		

[Signatures on Following Page]

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

112417899.1

This page
intentionally left blank

**2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX
IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE**

This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

WHEREAS, Section 336.025(1)(a), Florida Statutes, authorizes the County to extend the levy of the six (6) cents local option gas tax upon every gallon of motor fuel and special fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County; and

WHEREAS, on June 14, 1988, the Board of County Commissioners enacted Ordinance No. 88-27, effective September 1, 1988, through August 31, 2018, pursuant to Section 336.025(1)(a), Florida Statutes, extending the levy of the six cent local option gas tax for thirty years and providing for a method of distribution of the proceeds of the tax; and

WHEREAS, pursuant to the ordinance, the method for distribution of the proceeds is the execution of an interlocal agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the county which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County, as set forth in Section 336.025(3) (a) 1, Florida Statutes; and

WHEREAS, paragraph 4 of the Interlocal Agreement, as amended by the Addendum to the Interlocal Agreement and the prior amendments, requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

NOW, THEREFORE, for good and valuable consideration, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

2. Sixty-two and Five tenths percent (62.5%) of said Local Option Gas Tax proceeds shall be distributed to the County, and the remaining Thirty-seven and Five tenths percent (37.5%) shall be divided among and distributed to the eligible municipalities within the COUNTY as follows:

Population of Individual Municipality
Total Incorporated Area Population

x 37.5% =

Recipient	FY16 Percent Share of Proceeds
Coconut Creek	1.159241%
Cooper City	0.691450%
Coral Springs	2.590486%
Dania	0.636023%
Davie	2.001362%
Deerfield Beach	1.595809%
Fort Lauderdale	3.594803%
Hallandale	0.802033%
Hillsboro Beach	0.039082%
Hollywood	3.024099%
Lauderdale-by-the-Sea	0.127200%
Lauderdale Lakes	0.708361%
Lauderhill	1.436672%
Lazy Lake	0.000526%
Lighthouse Point	0.217393%
Margate	1.161295%
Miramar	2.691366%
North Lauderdale	0.897506%
Oakland Park	0.898847%
Parkland	0.550566%
Pembroke Park	0.129380%
Pembroke Pines	3.308990%
Plantation	1.818567%
Pompano Beach	2.193252%
Sea Ranch Lakes	0.013998%
Southwest Ranches	0.153793%
Sunrise	1.844782%
Tamarac	1.283948%
Weston	1.376194%
West Park	0.300021%
Wilton Manors	0.252955%
Total Incorporated	37.500000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended by the Addendum thereto and the prior amendments, is amended to read as follows:

3. The population figures set forth herein are based on the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement shall be adjusted annually based on the current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon:

Recipient	FY16 Population
Coconut Creek	55,319
Cooper City	32,996
Coral Springs	123,618
Dania	30,351
Davie	95,505
Deerfield Beach	76,152
Fort Lauderdale	171,544
Hallandale	38,273
Hillsboro Beach	1,865
Hollywood	144,310
Lauderdale-by-the-Sea	6,070
Lauderdale Lakes	33,803
Lauderhill	68,558
Lazy Lake	25
Lighthouse Point	10,374
Margate	55,417
Miramar	128,432
North Lauderdale	42,829
Oakland Park	42,893
Parkland	26,273
Pembroke Park	6,174
Pembroke Pines	157,905
Plantation	86,782
Pompano Beach	104,662
Sea Ranch Lakes	668
Southwest Ranches	7,339
Sunrise	88,033
Tamarac	61,270
Weston	65,672

West Park	14,317
Wilton Manors	12,071
Total Incorporated	1,789,500
Unincorporated Area	14,403
Total County	1,803,903

3. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this 2015 Amendment shall control.

5. This 2015 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on _____, 2015, and SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2015

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

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

AJM
3/20/15
GASTAX6_2015.doc
«Southwest Ranches»

**2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS OF THE LOCAL OPTION GAS TAX
IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE**

MUNICIPALITY

WITNESSES:

«Town of Southwest Ranches»

By _____
Jeff Nelson, Mayor

____ day of _____, 2015.

ATTEST:

By _____
Russell Muñoz, Town Clerk

Andrew Berns, Town Administrator

____ day of _____, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, J.D., Town Attorney

**2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE**

This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

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

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

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance shall be distributed to the County and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds shall be divided among and distributed to the eligible municipalities within the County as follows:

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

Recipient	FY16 Percent Share of Proceeds
Coconut Creek	1.584915%
Cooper City	0.945351%
Coral Springs	3.541713%
Dania	0.869570%
Davie	2.736262%
Deerfield Beach	2.181790%
Fort Lauderdale	4.914815%
Hallandale	1.096539%
Hillsboro Beach	0.053433%
Hollywood	4.134548%
Lauderdale-by-the-Sea	0.173908%
Lauderdale Lakes	0.968472%
Lauderhill	1.964218%
Lazy Lake	0.000713%

Lighthouse Point	0.297220%
Margate	1.587723%
Miramar	3.679636%
North Lauderdale	1.227071%
Oakland Park	1.228904%
Parkland	0.752734%
Pembroke Park	0.176888%
Pembroke Pines	4.524051%
Plantation	2.486344%
Pompano Beach	2.998615%
Sea Ranch Lakes	0.019139%
Southwest Ranches	0.210266%
Sunrise	2.522186%
Tamarac	1.755414%
Weston	1.881533%
West Park	0.410189%
Wilton Manors	0.345840%
Total Incorporated	51.270000%

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

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement, for the division and distribution of the proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance, shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the following population figures are hereby agreed upon by the parties hereto:

Recipient	FY16 Population
Coconut Creek	55,319
Cooper City	32,996
Coral Springs	123,618
Dania	30,351
Davie	95,505

Deerfield Beach	76,152
Fort Lauderdale	171,544
Hallandale	38,273
Hillsboro Beach	1,865
Hollywood	144,310
Lauderdale-by-the-Sea	6,070
Lauderdale Lakes	33,803
Lauderhill	68,558
Lazy Lake	25
Lighthouse Point	10,374
Margate	55,417
Miramar	128,432
North Lauderdale	42,829
Oakland Park	42,893
Parkland	26,273
Pembroke Park	6,174
Pembroke Pines	157,905
Plantation	86,782
Pompano Beach	104,662
Sea Ranch Lakes	668
Southwest Ranches	7,339
Sunrise	88,033
Tamarac	61,270
Weston	65,672
West Park	14,317
Wilton Manors	12,071
Total Incorporated	1,789,500
Unincorporated Area	14,403
Total County	1,803,903

3. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

4. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely

«Municipality»

GaxTax3_2015 Agreement

notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties agree that this 2015 Amendment shall control.

6. This 2015 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on _____, 2015, and SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2015

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

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

AJM
3/20/15
GASTAX3_2015.doc
«Southwest Ranches»

**2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE**

MUNICIPALITY

WITNESSES:

«SOUTHWEST RANCHES»

By _____
Jeff Nelson, Mayor

_____ day of _____, 2015.

ATTEST:

By _____
Russell Muñoz, Town Clerk

Andrew Berns, Town Administrator

_____ day of _____, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, J.D.

112417930.1

2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

This 2015 Amendment to Interlocal Agreement is entered into by and between Broward County, a political subdivision of the State of Florida (the "County") and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities").

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

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

WHEREAS, pursuant to said Ordinance, the method for distribution of the proceeds is the execution of an Interlocal Agreement with one or more of the municipalities representing a majority of the population of the incorporated area within the County which establishes the distribution formulas for dividing the proceeds of the tax among the County and all eligible municipalities within the County; and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida;

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

1. Paragraph 2 of the Interlocal Agreement, as previously amended, including section 2.1.2, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of said proceeds shall be distributed to the County, from which amount the County will retain forty-eight percent (48%) of the total proceeds and will distribute twenty-six percent (26%) of the total proceeds to the municipalities through grant agreements for Community Shuttle Services. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the following manner:

Population of Individual Municipality

Total incorporated area Population X 26.0000%

Recipient	FY16 Population	FY16 Percent Share of Proceeds
Coconut Creek	55,319	0.803741%
Cooper City	32,996	0.479405%
Coral Springs	123,618	1.796070%
Dania	30,351	0.440976%
Davie	95,505	1.387611%
Deerfield Beach	76,152	1.106427%
Fort Lauderdale	171,544	2.492397%
Hallandale	38,273	0.556076%
Hillsboro Beach	1,865	0.027097%
Hollywood	144,310	2.096709%
Lauderdale-by-the-Sea	6,070	0.088192%
Lauderdale Lakes	33,803	0.491130%
Lauderhill	68,558	0.996093%
Lazy Lake	25	0.000362%
Lighthouse Point	10,374	0.150726%
Margate	55,417	0.805165%
Miramar	128,432	1.866014%
North Lauderdale	42,829	0.622271%
Oakland Park	42,893	0.623201%
Parkland	26,273	0.381726%
Pembroke Park	6,174	0.089703%
Pembroke Pines	157,905	2.294233%
Plantation	86,782	1.260873%
Pompano Beach	104,662	1.520655%
Sea Ranch Lakes	668	0.009706%
Southwest Ranches	7,339	0.106630%
Sunrise	88,033	1.279049%
Tamarac	61,270	0.890204%
Weston	65,672	0.954161%
West Park	14,317	0.208015%
Wilton Manors	12,071	0.175382%
Total Incorporated	1,789,500	26.000000%
Unincorporated Area	14,403	
Total County	1,803,903	

«Municipality»

GasTax5_2015 Agreement

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

2.1.2 The other Twenty-six percent (26%) shall be distributed by the County to the Municipalities by grant agreement for Community Shuttle Services.

2. This 2015 Amendment to Interlocal Agreement shall be effective as of the date it is executed by the County after having previously been executed by eligible municipalities cumulatively representing a majority of the incorporated area population of the County.

3. In the event any provision within this 2015 Amendment to Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate this Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2015 Amendment and the Interlocal Agreement, as previously amended, the parties hereby agree that this document shall control.

5. This 2015 Amendment to Interlocal Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have made and executed this 2015 Amendment to the Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on _____, 2015, and SOUTHWEST RANCHES, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2015

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

By _____
Andrew J. Meyers
Chief Deputy County Attorney

Date: _____

AJM
3/20/15
GASTAX5_2015.doc
«Southwest Ranches»

**2015 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY FIFTH
CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT**

MUNICIPALITY

WITNESSES:

«Town of Southwest Ranches»

By _____
Jeff Nelson, Mayor

____ day of _____, 2015.

ATTEST:

Russell Muñoz, Town Clerk

By _____
Andrew Berns, Town Administrator

____ day of _____, 2015

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Keith Poliakoff, J.D., Town Attorney

112417941.1

This page
intentionally left blank



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

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

Town Council
Jeff Nelson, Mayor
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: Clete Saunier, P.E., Public Works Director

DATE: April 20, 2015

SUBJECT: **Agreement with Anzco, Inc. for the Country Estates Park Trail Improvements**

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Anzco, Inc. for the Country Estates Park Trail Improvements.

Strategic Priorities

- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate A Vibrant Community

Background

The Town purchased the Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust. The Town has grant requirements to develop the Country Estates Park. The Town recently completed construction of the restrooms, picnic pavilion, playground, parking area, ADA access, and to remove the exotic vegetation from the jurisdictional wetlands with grant funding.

The Town was awarded a \$34,027 Recreation Trails Program Grant with a \$34,027 required match to develop the multi-purpose trail in the park. On March 23, 2015, the Town advertised Invitation for Bid (IFB) 15-001 for the Country Estates Park Trail Improvements. On April 20, 2015, the Town received five (5) responses:

Proposer	Amount
Anzco, Inc.	\$79,050
Solo Construction	\$98,500
JMS Construction	\$113,225
Southeastern Contractors	\$139,340
Triple R Paving	\$172,925

Fiscal Impact/Analysis

Funding will need to be appropriated and funded to the Fiscal Year 2015 Capital Projects Fund account #301-5300-572-63200 (Infrastructure – Country Estates Park) budget via a budget transfer from the unassigned General Fund Balance (reserves). Additionally, the new FY 2015 Federal Grant pass-through dollars (\$34,027) needs to be recorded in the current year's budget.

The Anzco, Inc. contract agreement increases the Towns General Fund and Capital Projects Fund total annual expenditures in the amount of \$34,027 and \$68,054, respectively. Accordingly, a Budget amendment enabling the partial utilization of unassigned General Fund Fund Balance, which includes our Fiscal Year 2014 increase (unaudited) of \$372,269 (\$3,830,892-\$3,458,623) for only the Towns Grant matching portion is necessary, and which will also transfer a portion of funding to the Capital Projects Fund is as follows:

REVENUES: INCREASE

G.Fd:	Appropriated Fund Balance (001-0000-399-39900)	\$34,027
Cap Proj Fd:	Transfer from the General Fund (301-0000-381-38103)	\$34,027
Cap Proj Fd:	Federal Grant-Culture/Recreation (301-0000-331-33170)	\$34,027

EXPENSES: INCREASE

G.Fd.:	Transfer to the Capital Projects Fd (301-3900-581-91101)	\$34,027
Cap Proj Fd:	Infrastructure:Country Estates Park (301-5300-572-63200)	\$68,054

Staff Contact:

Clete Saunier, P.E., Public Works Director

RESOLUTION NO. 2015-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ANZCO, INC. TO COMPLETE THE TRAIL IMPROVEMENTS IN THE COUNTRY ESTATES PARK; APPROVING A FY 2014-2015 BUDGETED APPROPRIATION FROM THE GENERAL FUND AND CAPITAL PROJECTS FUND, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town purchased the Country Estates Park in 2004 with grant funds from Broward County and Florida Communities Trust; and

WHEREAS, the Town has grant requirements to develop the Country Estates Park; and

WHEREAS, the Town recently completed construction of the restrooms, picnic pavilion, playground, parking area, ADA access, and removal of the exotic vegetation from the jurisdictional wetlands with grant funding; and

WHEREAS, the Town was awarded a \$34,027 Recreational Trails Program (RTP) Grant to develop the trails in Country Estates Park; and

WHEREAS, the Recreational Trails Program (RTP) is administered by the Florida Department of Environmental Protection in coordination with the U.S. Department of Transportation, and Federal Highway Administration (FHWA); and

WHEREAS, on March 23, 2015, the Town advertised Invitation for Bid (IFB) 15-001 for the Country Estates Park trail improvements; and

WHEREAS, on April 20, 2015, the Town received five (5) responses; and

WHEREAS, Anzco, Inc. was determined to be the most responsive and responsible bidder; and

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

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

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

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Anzco, Inc. for the construction of the trail improvement project in Country Estates Park as outlined in the Agreement attached hereto as Exhibit "A".

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

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, a FY 2014-2015 Budget amendment is required because the agreement increases the Town's General Fund and Capital Projects Fund total annual expenditures in the amount of \$34,027 and \$68,054, respectively. This budget amendment enables the partial utilization of unassigned General Fund Fund Balance, which includes our Audited Fiscal Year 2014 increase of \$372,269 (\$3,830,892-\$3,458,623) for the Town's Grant matching portion, and which will provide for a transfer of funding to the Capital Projects Fund as follows:

REVENUES:

INCREASE

General Fund:	Appropriated Fund Balance (001-0000-399-39900)	\$34,027
Capital Proj. Fund:	Transfer from the General Fund (301-0000-381-38103)	\$34,027
Capital Proj. Fund:	Federal Grant-Culture/Recreation (301-0000-331-33170)	\$34,027

EXPENSES:

INCREASE

General Fund:	Transfer to the Capital Projects Fund (301-3900-581-91101)	\$34,027
Capital Proj. Fund:	Infrastructure: Country Estates Park (301-5300-572-63200)	\$68,054

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 _____, 2015, on a motion by _____ and
seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

112417964.1

This page
intentionally left blank

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

BIDDER: ANZCO INC

BID AND PROPOSAL FORM

COUNTRY ESTATES PARK – TRAIL IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	Construct 8' Wide Trail	700 LF	\$ <u>24.00</u>	\$ <u>16,800.00</u>
2.	Construct 10' Wide Trail	250 LF	\$ <u>25.00</u>	\$ <u>6,250.00</u>
3.	Construct 12' Wide Trail	2000 LF	\$ <u>28.00</u>	\$ <u>56,000.00</u>

TOTAL CONSTRUCTION BID ITEMS (BASE BID) = \$ 79,050.00

ESTIMATED AREA QUANTITIES (FOR INFORMATIONAL PURPOSES ONLY):

Clear and Grub (Ref. EXHIBIT Sheet 1 of 3)	=	10000 SY
Stripping and De-mucking* (Ref. EXHIBIT Sheet 2 of 3)	=	4300 SY
Finish Grading (Ref. EXHIBIT Sheet 3 of 3)	=	9000 SY
Seeding and Mulching** (Ref. EXHIBIT Sheet 3 of 3)	=	10700 SY

* Reference Geotechnical Engineering Report for average depth information.

**Includes seeding and mulching existing trail and 5' beyond each edge of trail.

The unit price for these items shall be full compensation for furnishing and constructing the trails and appurtenances as shown on the DRAWINGS, EXHIBIT and/or as described herein. These items include, but are not limited to the following: all mobilization/demobilization activities, labor, equipment, fill purchase and delivery to site, loading & unloading, trucking, stripping, de-mucking, stockpiling, stringing, excavation, sheeting, shoring, dewatering, filling, placing, moving, backfilling, compacting, grading, insurance, scheduling and all other necessary items to complete this item.

Measurement for payment shall be the linear feet of trail actually installed as determined by measurement along the horizontal centerline of the trail in place.

Bidder/Proposer shall refer to the Contract Documents, plans/drawings, exhibits and specifications for additional information.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

Bidder/Proposer shall refer to "SECTION 102010 GEOTECHNICAL DATA" on Construction Drawings cover sheet.

Geotechnical Engineering Report for this Project was prepared by Universal Engineering Sciences, bearing Project No. 0630.1400120 and Report No. 13000. A copy of this report is available upon request for informational purposes only. This report is not part of the Contract Documents. Additional soil borings can be performed by Contractor only after permission is granted from Town and a schedule to do so has been provided.

Substantial Completion of the Project shall be achieved no later than **45 calendar days** from the date of issuance of the "Notice to Proceed" and Final Completion of the project shall be achieved no later than **15 calendar days** from Substantial Completion **or within 60 calendar days** from the date of issuance of the Notice to Proceed, whichever occurs first.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder shall furnish prices for all Bid items. Failure to do so may render the Bid invalid and cause its rejection. Also, evidence that the Bidder holds appropriate licenses to perform the Work which is the subject of this Bid, and as required by Florida Statutes and Local law, must be submitted along with the Bid. Bidders must also have the insurances and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Bid price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Bidder and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

NAME: ANZCO INC

ADDRESS: 9671 CAROUSEL CIRCLE SOUTH

FEIN: 20 - 0208440

LICENSE NUMBER: C9C1518065 STATE OR COUNTY: FLORIDA

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: JOHN B. ZAN

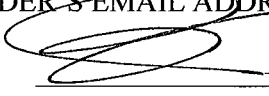
BIDDER'S SIGNATURE: 

BIDDER'S NAME: ANZCO INC

BIDDER'S ADDRESS: 9671 CAROUSEL CIRCLE SOUTH BOCA RATON FL

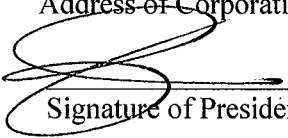
BIDDER'S PHONE NUMBER: Office: 561-988-0822 Cell: 561-699-3602

BIDDER'S EMAIL ADDRESS: JZAN@ANZCO INC. COM

By: 

ANZCO INC
Name of Corporation/Entity

9671 CAROUSEL CIRCLE SOUTH
Address of Corporation/Entity


Signature of President or Authorized Principal

By: JOHN B. ZAN

Title: PRESIDENT

(If the Bidder is a Corporation, affix corporate seal)


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:

- 1) 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.
- 2) 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) 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.
- 5) 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.
- 6) 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: ANZKO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to TOWN OF SOUTHWEST RANCHES

by JOHN D. ZAK

for ANZCO INC

whose business address is 9671 CAMDEN CIRCLE SOUTH

DOCA BLVD PL. 33432

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8208400

2. 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.
3. 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.
4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:
- (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). 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.

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

5. 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.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ 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: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

By:

[Signature]
JOHN B. ZAH

(Printed Name)

PERSON
(Title)

Sworn to and subscribed before me this 17 day of April, 20 15

Personally known _____

Or Produced Identification Florida Driver License
(Type of Identification)

Notary Public - State of Florida
[Signature]
Notary Signature

My Commission Expires _____



LORENA MEJIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE215718
Expires 7/11/2016

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
) ss:
County of PALM BEACH)

JOHN B. ZAH being first duly sworn deposes and says that:

- (1) He/She is the PRESIDENT/OWNER (Owner, Partner, Officer, Representative or Agent) of ANZCO INC the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) 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;
- (5) 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: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

By: [Signature]
JOHN B. ZAH
(Printed Name)
PERSONAL
(Title)

Sworn to and subscribed before me this 17 day of April, 2015,

Personally known _____

Or Produced Identification Florida Drivers License
(Type of Identification)

Notary Public - State of Florida
[Signature]
(Notary Signature)



LORENA MEJIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE215718
Expires 7/11/2016

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: ANZO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of FLORIDA)
) ss:
County of DALY BEACH)

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 1/9, 2007, the following resolution was duly passed and adopted:

"RESOLVED, that JOHN B. ZAK, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 4/20, 2015, 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.

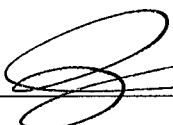
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this ____ day of _____, 20 ____.

C396
Secretary:

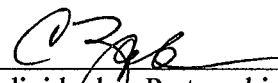
(SEAL)

BIDDER: ANSCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

By:  John B. Zal

Title: President

IN PRESENCE OF: 
(Individual or Partnership Principal)

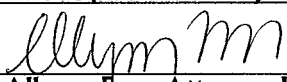
(SEAL)

9671 Carousel Circle South
(Business Address)

Boca Raton, FL 33434
(City/State/Zip)

(561) 488-0822
(Business Phone)

SURETY: Philadelphia Indemnity Insurance Company

By: 
Allyson Foss, Attorney-In-Fact & Florida
Licensed Resident Agent


(SEAL) Inquiries: (321) 800-6594 One Bala Plaza, Suite 100
(Business Address)

Bala Cynwyd, PA 19004-0950
(City/State/Zip)

(800) 765-9749
(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: 
Allyson Foss, Attorney-In-Fact & Florida
Name: Licensed Resident Agent

Date: April 20, 2015

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Allyson Foss and Jorge L. Bracamonte of JCA Surety Group, LLC.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

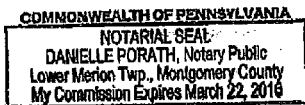
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April, 2015.



Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

TOWN OF SOUTHWEST RANCHES, FLORIDA
Invitation for Bids
IFB No. 13-009

GOVERNMENTAL CONTACT INFORMATION

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
CITY OF CORAL SPRINGS	9551 W. SAYLER ROAD CORAL SPRINGS, FL. 33065	954 344 1184	HARRY GONZALEZ CONSTRUCTION MGR
TOWN OF OCEAN RIDGE	6450 N. OCEAN BLVD OCEAN RIDGE, FL. 33435	561 732 2633	KEN SCHENK TOWN MANAGER
CORAL SPRINGS LUPT	3800 NW 85TH AVE CORAL SPRINGS, FL. 33065	954 290 9634	ISSAC KOUNAK CITY ENGINEER
PALM BEACH CO. FACILITIES	2633 VISTA PARKWAY L.P.B., FL. 33411	561 233 0260	JERRY KIELY PROJECT MANAGER
CITY OF BOYNTON BEACH	100 EAST BOYNTON BEACH BLVD BOYNTON, FL. 33425	561 628 8638	KRISTY RAYSON PROJECT MGR.
CITY OF HOLLYWOOD	1621 NE 14TH AVE HOLLYWOOD, FL. 33022	954-921 3930	BED SCHWEDER MANAGER

BIDDER: AN2CO INC

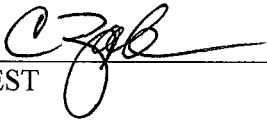
TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

JOHN P. ZAY, 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 ANZCO INC's failure to comply with such regulations.

ATTEST



ANZCO INC
CONTRACTOR

BY 

JOHN P. ZAY
Print Name

Date: 4/15/15

BIDDER: ANZCO INC.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1518065

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ZAK, JOHN BRUNO
ANZCO INC
1009 NW 31ST AVE
POMPANO BEACH FL 33069



ISSUED: 07/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407200001924

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible bidder, qualified by experience and capable of providing required insurance, and bonds 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: JOHN B. ZAK

Bidder's Name: ANZCO INC

Bidder's Address: 9671 CALOUSH CIRCLE SOUTH
PO BOX 20700, FL.

Bidder's Phone Number: 561-699-3602

Bidder's Email: JZAK@ANZCOINC.COM

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

CGC1518065

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

BIDDER: ANZCO INC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 17 day of April, 2015 by JOHN P. ZAL of ANZCO INC. (Bidder), who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Lorena Mejia
Notary Signature



LORENA MEJIA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE215718
Expires 7/11/2016

Name of Notary Public: (Print, Stamp, or type as Commissioned)

BIDDER: ANZCO INC

TOWN OF SOUTHWEST RANCHES, FLORIDA
Invitation for Bids
IFB No. 13-009

BIDDER EXPERIENCE QUESTIONNAIRE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: RIVER SIDE PARK
Contract Amount: 90,000.00
Contract Date: 6/15/13
Client Name: CITY OF CORAL SPRINGS
Address: 9551 W. SAYLOR ROAD CORAL SPRINGS FL.
Contact Person: RKE KUGLER
Contact Person Tel. No.: 954-345-2200

Project Name: PERD GARDEN PARK
Contract Amount: 70,000.00
Contract Date: 7/1/13
Client Name: CITY OF CORAL SPRINGS
Address: 9551 W. SAYLOR ROAD CORAL SPRINGS FL
Contact Person: RKE KUGLER
Contact Person Tel. No.: 954-345-2200

Project Name: CAN D. HAKANI PARK
Contract Amount: 170,000.00
Contract Date: 11/1/11
Client Name: PBC FACILITIES
Address: 2033 VISTA PARKWAY LIPB, FL. 33411
Contact Person: A. LONGO
Contact Person Tel. No.: 561-233-0260

BIDDER: AURCO INC.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

ACKNOWLEDGEMENT OF ADDENDA

Bidder shall indicate receipt of any addendum by initialing below for each addendum received.

Addenda No.1 4/13/15

Addenda No.2 4/13/15

Addenda No.3 4/14/15

Addenda No.4 _____

[Remainder of page intentionally left blank]

BIDDER: ANZCO INC

ADDENDUM #1

COUNTRY ESTATES PARK TRAIL IMPROVEMENTS IFB # 15-001

Question: On page 7 section iv. Duration of Bonds – the IFB states the Performance Bond guarantees all work for up to 10 years.

Answer: This is a typographical error. The correct guarantee is for one (1) year.

Question: On page 8 section v. Non-Compliance - It states that An awarded bidder's failure to timely deliver an executed Contract, Performance Bond, Payment Bond, and Insurance Certificates in forms acceptable to the Town shall result in cancellation of any Contract and the bidder's forfeiture of any and all bid securities.

On page 13 No. 22.. Cancellation - It states that in the failure on the part of the awarded Bidder to comply with the terms of this IFB and to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Bid security. In that event, Town may proceed to award the Contract to the next lowest, responsive and responsible bidder, or to re-advertise the project, and in its sole discretion whenever deemed in the best interests of the Town. Which means that we lose the 5% bid security, correct?

Answer: Yes.

Question: On page 60 No. 6.5 of Section 6: Insurance it states that If the contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.

Does this mean that we, being the contractor shall not lose the 5% Bid Security, or is this specific to Liability Insurance? I need clarification as the statements seem to be contradicting

Answer: No. “Without liability *to* the Contractor” means Town has no liability to the Contractor. If it said “Without liability *of* the Contractor” that would mean the Contractor would not be liable.

Question: Page 44 Governmental Contact Information - Is this portion a requirement? If we do not have prior business conducted with a Government, or Quasi-government agency, will we still be eligible to bid on this project? We do have experience, but in the private sector.

Answer: The form must be accurately completed, (indicate if there's no applicable information) and return the form as required.

Question: The Exhibit sheet drawings are not clear. Is a more legible copy available?

Answer: Please see the attached copy.

Question: What fees, rates or permits are associated with the project?

Answer: All fees, rates or permits necessary to complete the project will be a pass-through to the Town.

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: jromance@southwestranches.org.

**Juanita Romance
Procurement and Special Projects Coordinator
April 13, 2015**

ADDENDA #2

COUNTRY ESTATES PARK TRAIL IMPROVEMENTS IFB # 15-001

CORRECTION: Referencing the DRAWINGS (Country Estates Park Trail Improvements) cover sheet under GENERAL NOTES No. 11. Fill material shall be suitable fill material as defined in SECTION 02200 – EARTHWORK ii. FILL PRODUCTS for ‘TYPE A’ fill. Use of onsite, stockpiled fill in place prior to construction shall not be used. There shall be no future lake excavation option available to contractor for this phase of the project improvements.

CLARIFICATION: The suitable fill material (TYPE ‘A’) and the specified placement and compaction of suitable fill material as referenced on the DRAWINGS (Country Estates Park Trail Improvements cover sheet under SECTION 02200 – EARTHWORK shall be furnished and placed as specified to replace all excavated unsatisfactory material (peat) removed from within the trail sections limits as depicted on EXHIBIT Sheet 2 of 3. Excavated unsatisfactory material (peat) shall be stockpiled at one or more onsite locations as determined by the Town Engineer. The selected stockpiled locations shall be open and not require extensive vegetation and trash removal (e.g. dead or live trees, large brush, boulders, etc.) prior to placement of material. At the Town Engineer’s discretion, where ‘stockpiled’ fill is called for within the sloped and berm areas immediately adjacent to the proposed trail (reference EXHIBIT, Sections B-1, B-2, B-3 and B-5), contractor may use excavated, unsuitable material (peat) removed from the proposed trail areas to supplement required clean fill.

CLARIFICATION: Referencing EXHIBIT, Sheet 2 of 3, Sections B-1, B-2, B-3 and B-5 there is an unidentified darkened layer shown on the surface of the ‘PROPOSED TRAIL’. This area represents not less than 2 inches, nor more than 3 inches of organic top soil material as specified in FDOT Section 987 and shall be placed on top of compacted clean Type A fill within the ‘PROPOSED TRAIL’ limits.

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: jromance@southwesttranches.org .

**Juanita Romance
Procurement and Special Projects Coordinator
April 13, 2015**

ADDENDA #3

**COUNTRY ESTATES PARK TRAIL IMPROVEMENTS
IFB # 15-001**

QUESTION: Will all unsuitable material (Peat) excavated from the trail be allowed by the Engineer to be utilized within the sloped or berm areas?

ANSWER: The unsuitable material may be too organic in content including excessive roots and insufficiently decomposed vegetative debris mixed with larger than acceptable aggregate sizes (> 3 in. diameter), and depending upon prevailing weather and groundwater conditions at the time of construction, too saturated for the material that is usable to be placed and shaped in accordance with the plans and specifications. Therefore, the bidder is cautioned to not assume 'all' of the unsuitable material can be used for the purpose of shaping the sloped and berm areas of the trails. It is however, reasonable to anticipate 'some' of the unsuitable material can be used to supplement the required clean fill at the discretion of the Town Engineer.

Please remember all questions or concerns regarding the change in the Bid Opening/Due Date are to be submitted in writing to: jromance@southwesttranches.org .

**Juanita Romance
Procurement and Special Projects Coordinator
April 14, 2015**

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

OUTSTANDING LIABILITY CLAIMS

Please list the following information for **all** outstanding Liability Claims:

1. Name and Location of project: NONE

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

**** Refer to page 12 of the IFB for further details and requirements**

BIDDER: ANZCO INC

SPECIFICATIONS

GENERAL SPECIFICATIONS:

The item descriptions below are provided for the limited purposes set forth in this Invitation for Bid (IFB) and may not include all items and materials needed to complete the Work. The Contractor shall furnish all labor, materials, equipment, and all else necessary to complete the Project. Work shall be in strict accordance with applicable Florida Department of Transportation (FDOT) specifications. Descriptions provided for each item below are additional requirements and/or clarifications. The Contractor shall be responsible for costs incidental to the Project, e.g., costs for insurance, dewatering and other permit fees, portable toilets (port-a-lets), on-site offices, safety measures, compliance with notification requirements of NPDES, Site restoration, etc.

Item No. 1 CONSTRUCT EIGHT (8) FOOT WIDE TRAIL:

This item consists of constructing an eight (8) foot wide nature trail generally located immediately north of the existing jurisdictional wetland area connecting the eastern and western multi-purpose trails as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 700 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

Item No. 2 CONSTRUCT TEN (10) FOOT WIDE TRAIL:

This item consists of constructing a ten (10) foot wide multi-purpose trail generally located immediately between the boundary line of the existing jurisdictional wetland area and the west boundary line of the park. The trail represents a narrowing of the typical twelve (12) foot wide multi-purpose trail resulting from the close proximity of the central wetland area to the parks western boundary line which is also encumbered by a narrow wetland area as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 250 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

Item No. 3 CONSTRUCT TWELVE (12) FOOT WIDE TRAIL:

This item consists of constructing a twelve (12) foot wide multi-purpose trail generally located along the eastern, southern and western park boundary lines and borders the east, south and west boundary of the existing jurisdictional wetland area as shown on the DRAWINGS and EXHIBIT. This item includes all work associated with the complete installation of the trail, which is approximately 2000 feet in length. The trail improvement includes, but is not limited to, clearing and grubbing of all areas as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; removal and offsite disposal of all rubbish and debris other than soils; complete removal and stockpiling of all unsuitable soil and unsatisfactory materials, including but not limited to organic materials, muck, marl and roots to location(s) designated by the Town Engineer and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 2 of 3; furnishing, filling, grading, leveling, finishing and compaction of suitable fill material as specified and presented on the DRAWINGS and EXHIBIT, Sheet 1 of 3; grassing and mulching of all work areas (and any disturbed areas outside of work area as a result of project construction) in accordance with FDOT Specifications Sections 570, 981, 982 and 983 (seeding and mulching only, no sodding shall be required for this item) and as specified and presented on the DRAWINGS and EXHIBIT, Sheet 3 of 3.

CONTRACTOR QUALIFICATIONS

The Bidder shall submit along with his bid evidence that the Bidder holds appropriate licenses and certifications to perform the work specified under this Bid, and as required by Florida Statutes and Local law. All required licenses and certifications shall remain active during the term of contract. Bidders must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, and as set forth herein.

SATELLITE MATERIALS STORAGE AND STAGING FACILITY

The Contractor shall be responsible to provide a satellite materials storage and staging facility; and for the security of stored materials and equipment.

EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing the Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town reserves the right to inspect and evaluate all of the Contractors' equipment prior to award of Bid, but is not required to do so.

SPECIAL REQUIREMENTS

1. The President/Chief Operating Officer of the contracting firm must be available to participate in meetings with the Town with 48 hours of notification.
2. The Contractor shall comply with all OSHA safety requirements while working in the Town's road rights-of-way. All personnel working in the Town's rights-of-way will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests.



AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
ANZCO, INC
FOR
COUNTRY ESTATES PARK
TRAIL IMPROVEMENTS

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

AGREEMENT FOR
COUNTRY ESTATES PARK TRAIL IMPROVEMENTS

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Anzco, Inc, (hereinafter referred to as “Contractor”).

WHEREAS, the TOWN desires to select a contractor for the purpose of Improving Country Estates Park Trails (“Project”); and

WHEREAS, the TOWN advertised an Invitation for Bids, IFB No. 15-001 on March 24, 2015 (“IFB”); and

WHEREAS, five (5) bids were received by the TOWN on April 20, 2015; and

WHEREAS, the TOWN has adopted Resolution No. 201_- ____ at a public meeting of the Town Council approving the recommended award and has selected Anzco, Inc. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (hereinafter referred to as “Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it. Contractor further understands and agrees that it must comply with the terms and conditions of the following grant: Office of Greenway Trails – Recreation Trail Program.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including

conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Agreement Sum (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for Country Estates Park Trail Improvements.
- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within forty-five (45) calendar days beginning on the date of issuance of the building permit for the Work (the effective date of the Notice to Proceed) as stated in the Notice to Proceed, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and
 - (iv) The Town's engineer/architect of record for the Project, Country Estates Park Trail Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

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

Liquidated Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **45 days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

Contractor shall achieve final completion of the Work within fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed (“Final Completion Date”). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

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

- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Country Estates Park Trail Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of Seventy-Nine Thousand Fifty Dollars (\$79,050.00).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4. Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5. A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work

has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of A or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against

who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.

- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Two Hundred Thousand Dollars (\$200,000)** for each accident, and **Two Hundred Thousand Dollars (\$200,000)** 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 **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) 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.
 - D. **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 \$500,000.00 Dollars per occurrence with deductible not greater than \$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.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

performance of any Work under this Agreement and, at any time thereafter, upon request by Town.

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

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), 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 the Contract or anyone else for whose actions Contractor may be responsible. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Town without liability to Contractor. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Section 18: Termination

The Agreement may be terminated upon the following events:

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

improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and

increase, decrease or otherwise modify the Work or the Agreement Sum under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

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

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

Section 32: Notice

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

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Anzco, Inc.
John Zak, President
1009 NW 31st Avenue
Pompano Beach, Florida 33069

Section 33: Miscellaneous

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

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

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Country Estates Park Trail Improvements
IFB No. 15-001

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: ANZCO, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2015.

WITNESSES:

CONTRACTOR:

By: _____
John Zak, President
____ day of _____ 2015

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
____ day of _____ 2015

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2015

ATTEST:

Russell Muñoz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

RESOLUTION NO. 2015-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE SETTLEMENT OF THE LITIGATION STYLED *CITY OF SUNRISE, ET. AL. VS. BROWARD COUNTY*; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT WITH THE SETTLING MUNICIPALITIES.

WHEREAS, the Town of Southwest Ranches (the "Town") was a party to the November 1986 Interlocal Agreement with Broward County (the "County") for Solid Waste Disposal Service, as amended (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

WHEREAS, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

WHEREAS, the Interlocal Agreement expired on July 2, 2013; and

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County upon the expiration of the Interlocal Agreement; and

WHEREAS, the participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

WHEREAS, the Town, together with seventeen other participating governmental entities, are plaintiffs (the "Plaintiff Municipalities") in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which seeks a declaration regarding the assets and liabilities subject to equitable distribution; and

WHEREAS, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation; and

WHEREAS, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse; and

WHEREAS, thereafter, representatives of the parties to the Litigation entered into negotiations regarding the terms of a possible settlement; and

WHEREAS, the Plaintiff Municipalities and the County have negotiated a Settlement Agreement, attached as Exhibit "A", (the "Settlement Agreement") to settle the Litigation under the terms and conditions set forth in the Settlement Agreement; and

WHEREAS, the Settlement Agreement provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities (the "Trust Account"), and funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to an agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

WHEREAS, in February and March of 2015, the Settlement Agreement was approved by the City of Sunrise, the City of Weston, the City of Miramar, the City of Hollywood, and the City of Fort Lauderdale; and

WHEREAS, on April 7, 2015, the Settlement Agreement was approved by Broward County; and

WHEREAS, in order to implement the Settlement Agreement, the Town and the other participating governmental entities that approve and execute the Settlement Agreement (collectively, the "Settling Municipalities") have negotiated a Settlement Proceeds Distribution Agreement, attached as Exhibit "B", (the "Settling Municipalities Agreement") to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth in the Settling Municipalities Agreement.

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

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Town Council authorizes the settlement of the Litigation under the terms and conditions set forth in the Settlement Agreement.

Section 3: The Town Administrator is authorized to execute the Settlement Agreement with the County, attached as Exhibit "A," and the Settling Municipalities Agreement with the Settling Municipalities, attached as Exhibit "B", together with such non-substantial changes as are acceptable to the Town Administrator and approved as to form and legal sufficiency by the Town Attorney.

Section 4: The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the settlement authorized in this Resolution and the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

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

Ranches, Florida, this ____ day of _____, 2015.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to form:

Keith M. Poliakoff, Town Attorney

112411324.1

This page
intentionally left blank

**WEISS SEROTA HELFMAN
COLE BIERMAN & POPOK, P.L.**

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

BROWARD OFFICE

200 EAST BROWARD BOULEVARD
SUITE 1900
FORT LAUDERDALE, FLORIDA 33301

TELEPHONE 954-763-4242

FACSIMILE 954-764-7770

WWW.WSH-LAW.COM

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD • SUITE 700
CORAL GABLES, FLORIDA 33134
TELEPHONE 305-854-0800 • FACSIMILE 305-854-2323

*OF COUNSEL

**SENIOR COUNSEL

MITCHELL BIERMAN, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT
LILLIAN M. ARANGO
IGNACIO G. DEL VALLE
JEFFREY D. DECARLO
ALAN K. FERTEL
CHAD S. FRIEDMAN
ALAN L. GABRIEL
DOUGLAS R. GONZALES
EDWARD G. GUEDES
JOSEPH HERNANDEZ
ROGER S. KOBERT
JOSHUA D. KRUT
MATTHEW H. MANDEL
MATTHEW PEARL
JOHN J. QUICK
ANTHONY L. RECIO
BRETT J. SCHNEIDER
CLIFFORD A. SCHULMAN
ALISON F. SMITH
MARC SOLOMON
LAURA K. WENDELL
JAMES E. WHITE

MATEO ARIAS
ELISA N. BRAMBLE
SONJA C. DARBY
DANIEL A. ESPINO
ERIC P. HOCKMAN
SCOTT M. HYMAN
KELLY RAINS JESSON
KAREN LIEBERMAN*
JUSTIN D. LUGER
MIA R. MARTIN
ALEIDA MARTÍNEZ MOLINA*
EDWARD MARTOS
TERENCE L. MCKINLEY*
KATHRYN M. MEHAFFEY
ROBERT A. MEYERS*
GILBERTO PASTORIZA**
MARC C. PUGLIESE*
GAIL D. SEROTA*
ANTHONY C. SOROKA
EDUARDO M. SOTO*
ALAN SWCHARTZSEID
PABLO A. TAMAYO
JOANNA G. THOMSON
PETER D. WALDMAN*
ALICIA H. WELCH
SAMUEL I. ZESKIND

January 30, 2015

City of Sunrise
City of Weston
City of Hollywood
City of Fort Lauderdale
City of Lauderhill
Town of Lauderdale-By-The-Sea
City of Lighthouse Point
City of Tamarac
Town of Davie

City of Plantation
City of Coconut Creek
City of Deerfield Beach
City of Miramar
City of Margate
City of Cooper City
City of North Lauderdale
City of Coral Springs
Town of Southwest Ranches

Re: RRB Asset Litigation – Proposed Settlement Agreement

Dear Plaintiff Municipalities:

Our Firm has had the honor of representing you in the RRB Asset Litigation with Broward County (the "County"). We recently concluded negotiating the enclosed proposed Settlement Agreement with the County. This letter provides a brief summary of the Litigation process that led to the proposed Settlement Agreement with the County, the material terms of the proposed Settlement Agreement and the material terms of the Settlement Proceeds Distribution Agreement among the Settling Municipalities that provides for the pro rata allocation of expenses and pro rata distribution of funds received from the County pursuant to the proposed Settlement Agreement.

History of ILA and Litigation

The Plaintiff Municipalities were parties to the November 1986 Interlocal Agreement with the County for Solid Waste Disposal Service, as amended (the "ILA"). The ILA provided for the creation of the Broward Solid Waste Disposal District (the "District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities. Section 15.2 of the ILA provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County upon the expiration of the ILA. The ILA expired on July 2, 2013. The participating governmental entities and the County disagreed as to the identification and distribution of the assets and liabilities of the District. On June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution.

On January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation. The Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse. Thereafter, representatives of the parties to the Litigation entered into negotiations regarding the terms of a possible settlement. The negotiations resulted in the enclosed drafted Settlement Agreement.

Settlement Agreement Terms and Conditions

A. Cash

The County shall pay \$32 million, less the deductions below, (\$32 million minus the deductions stated below is the "Cash Amount") to the ILA communities. The Cash Amount shall be deposited into a Trust Account within 30 days of the Effective Date of the Settlement Agreement and distributed to the Settling Municipalities with pro-rata allocation of distributions and expenses based on 2012 tonnage.

- i. *Unincorporated Area Deduction:* 1.2871% (\$411,872) will be retained by the County based on 2012 tonnage delivered from the unincorporated areas.
- ii. *Non-Settling ILA Municipality Deduction:* It is anticipated that all ILA municipalities will approve and execute the Settlement Agreement. For any ILA municipality that does not, their pro rata share of the Cash Amount, based on the 2012 tonnage, shall be deducted and retained by the County.

B. Properties

1. *BIC Landfill* – The Plaintiff Municipalities made a policy decision to permit the County to retain the BIC for the benefit of residents of the County. The County agrees not to sell the BIC within 10 years of the Effective Date (sale includes a lease of 50% of BIC for period in excess of 30 years), unless prior written consent is given by each and every Settling Municipality.

2. *Alpha 250* – County shall remove the recent deed restriction within 45 days of the Effective Date and sell Alpha 250 to the highest responsive and responsible bidder under a competitive bid process to commence within 60 days of the Effective Date (with input from the 5 mayors on solicitation specifications).
 - i. Net Alpha 250 sale proceeds shall be distributed pro-rata (minus County's 1.2871% share) to the Settling Municipalities based on 2012 tonnage.
 - ii. County performed two appraisals of Alpha 250 - \$6.25 & \$6.5 million
 - iii. A majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise and Weston can object if the highest bid in first sale is deemed too low, in which case the County shall conduct a second sale 12 to 18 months thereafter.
 - iv. *County Right of First Refusal*: County may choose to retain the Alpha 250 property by paying the Settling Municipalities the net proceeds they would have received if sold to highest bidder, unless the 5 Mayors reject the highest bid in the first sale.
3. *Ash Monofill* – County retains the Ash Monofill.
4. *Mitigation Properties* - County retains Mitigation Properties.

C. Liabilities Related to Use of the Ash Monofill and BIC Landfill.

Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of the Ash Monofill or BIC Landfill by any party to the Settlement Agreement shall be determined pursuant to applicable federal and state laws and regulations, without regard to any provision in any prior agreement between the County and that party (including the ILA).

D. Release and Dismissal.

Mutual full release for claims resulting from or arising out of the ILA (except with regard to any claim for contribution or similar claim based on any environmental contamination).

Settlement Approval Process

- A. The Settlement Agreement is being presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise and Weston. These five cities shall vote on the Agreement by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess).

- B. If approved by all five cities, the County Commission shall vote on the Settlement Agreement at a public meeting held within 30 days after formal approval of the Settlement Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess).
- C. If approved by the Broward County Commission, the Settlement Agreement shall then be presented for approval at public Commission/Council meetings at each of the ILA Municipalities currently participating in the litigation or otherwise wishing to consider joining this Agreement.
- D. To be effective, the Settlement Agreement must be approved and executed by all Plaintiff Municipalities and the County within 120 days after formal approval of the Settlement Agreement by the County Commission. If fewer than all approve and execute, the County may waive this condition in writing within 30 days after such 120 day period, in which event the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff municipality(ies) that did not approve and execute this Agreement.
- E. *Effective Date:* The date of the last approval and execution by a Plaintiff municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing, is the "Effective Date" of this Agreement.

Settlement Proceeds Distribution Agreement

A. Cash Amount.

Within 30 days after the County deposits the Cash Amount into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a "Settlement Payment") equal to each Settling Municipality's pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality's pro rata share of the costs and expenses below, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:

1. \$119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the "RRB") but never paid by the County;
2. \$14,104.00, which shall be paid to plaintiffs' counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;

3. \$294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorneys' fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and

4. \$75,000.00 to plaintiffs' counsel to be held in the Trust Account to be used to pay for attorneys' fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement, and to ensure compliance in the future. Any funds remaining from the \$75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

B. Alpha 250 Property Sale Proceeds.

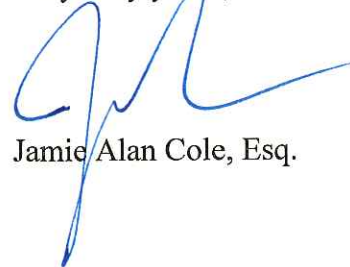
Within 30 days after the County deposits the net Alpha 250 sales proceeds into the Trust Account (the "Alpha 250 Sales Proceeds"), each Settling Municipality shall receive a distribution from the Trust Account equal to each Settling Municipality's pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

C. Conditions Precedent.

To be effective, the Settlement Proceeds Distribution Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) the Settlement Proceeds Distribution Agreement being approved and executed by all of the Plaintiff Municipalities.

It has been a pleasure representing you in this matter. If you have any questions or concerns, please give us a call.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'JAC', is written over the typed name 'Jamie Alan Cole, Esq.'.

Jamie Alan Cole, Esq.

This page
intentionally left blank

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date (as defined below) by and between Broward County, Florida, a political subdivision of the State of Florida, (the “County”) and the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderdale, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a “Plaintiff Municipality,” collectively, the “Plaintiff Municipalities”) and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Service, as amended, (the “Interlocal Agreement”) that timely approve and execute this Agreement (individually each is a “Non-Plaintiff ILA Municipality,” collectively, the “Non-Plaintiff ILA Municipalities”) (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities that timely approve and execute this Agreement are the “Settling Municipalities”).

RECITALS:

WHEREAS, the Interlocal Agreement provided for the creation of the Broward Solid Waste Disposal District (the “District”) and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered, and disposed of at designated District waste disposal facilities;

WHEREAS, the participating governmental entities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities;

WHEREAS, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit “A” (the “2012 Tonnage Schedule”);

WHEREAS, the Interlocal Agreement expired on July 2, 2013;

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the participating governmental entities and the County (including the unincorporated portions of Broward County) upon the expiration of the Interlocal Agreement;

WHEREAS, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District;

WHEREAS, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “Litigation”), which sought a declaration regarding the assets and liabilities subject to equitable distribution;

WHEREAS, on January 17, 2014, the parties to the Litigation held a joint public meeting of elected officials pursuant to Chapter 164, Fla. Stat., and agreed to proceed with mediation;

WHEREAS, the Plaintiff Municipalities and the County participated in the mediation process and initially reached an impasse;

WHEREAS, thereafter, representatives of the parties to the Litigation entered into negotiations regarding conceptual terms of a possible settlement; and

WHEREAS, the Settling Municipalities and the County desire to fully and finally settle the Litigation under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. Recitals: The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. Real Property:

A. Identification of Properties.

1. *South Resource Recovery Site including the Ash Monofill.* The South Resource Recovery Site including the Ash Monofill (which includes property appraiser parcel numbers 504125200010, 504125200020, and 504125200021, and all property upon which the south resource recovery facility, including the ash monofill, plant, and related improvements are located), all as depicted in Exhibit “B” attached and incorporated into this Agreement by this reference (the “Ash Monofill”);

2. *BIC Landfill.* The Broward Interim Contingency Landfill a/k/a Southwest Regional Landfill, including property appraiser parcel number 513903030010, as depicted in Exhibit “C” attached and incorporated into this Agreement by this reference (the “BIC Landfill”);

3. *Mitigation Properties.* All mitigation properties associated with the Ash Monofill and BIC Landfill, as set forth in the documents attached and incorporated into this Agreement by this reference as Exhibit “D” (the “Mitigation Properties”); and

4. *Alpha 250*. Alpha 250 North, Parcel E, as shown in the plat for Alpha 250 North, recorded in Plat Book 180 at page 14 of the Public Records of Broward County, Florida, as depicted on the aerial attached and incorporated into this Agreement by this reference as Exhibit "E" ("Alpha 250").

B. Treatment of Properties.

1. *County Retained Properties*. The Settling Municipalities and the County acknowledge and agree that the Ash Monofill, BIC Landfill, and the Mitigation Properties (collectively, the "Retained Properties") are owned and shall continue to be owned by the County, and the Settling Municipalities renounce any right in and to the Retained Properties, except as expressly stated in this Agreement and except for any current, express, contractual right to use any Retained Property for solid waste disposal for the length of the contractual period.

2. *County Use of Retained Properties*. As owner of the Retained Properties, the County has the right to use the Retained Properties and any and all revenues derived therefrom, to make the Retained Properties available for the use of others (including, for consideration, under contracts for solid waste disposal), and to convey or dispose of the Retained Properties (subject to the limitations and terms stated in Section 2(C) of this Agreement) on the terms and conditions determined by the County in its sole discretion (subject to any legal prohibitions or requirements).

3. *Sale of Alpha 250*. The Settling Municipalities and the County agree that Alpha 250 shall be sold (or paid for by the County) subject to the terms and conditions of Section 4 of this Agreement with all proceeds to be distributed as provided in Section 4.

C. *Restriction on Sale of BIC Landfill*. The County shall not sell the BIC Landfill within 10 years after the Effective Date (as defined below), except with the prior written consent of each and every Settling Municipality. Any lease of over 50% of the BIC Landfill for a period exceeding thirty (30) years (including renewal options) shall be deemed to be a sale. Except with regard to a lease deemed to be a sale as provided in the preceding sentence, the parties agree that nothing in this Agreement or in any prior agreement between any of the parties hereto limits the County's right, at any time, to lease any portion of the BIC Landfill to generate revenue, provided that any lease payments received within ten (10) years after the Effective Date shall be used to pay for regional solid waste disposal facilities (acquisition, operation, maintenance, etc.) or services including, if desired by the County, regional recycling services. Within sixty (60) days

after the Effective Date, the County shall record, in the Official Real Property Records of Broward County, Florida, a Memorandum of Settlement Agreement providing the Effective Date and stating the terms of this paragraph.

3. Cash Payment to Settling Municipalities: Within 30 days after the Effective Date, the County shall pay \$32,000,000 (Thirty-Two Million Dollars) less the deductions stated in Section 3(A) and (B) below (\$32,000,000 minus the deductions stated below is the “Cash Amount”) into a trust account designated by the Plaintiff Municipalities, which funds shall be distributed as provided in Section 3(C) below.

A. *Unincorporated Area Deduction.* The County’s pro rata share allocation (1.2871%) for the unincorporated area based on the 2012 Tonnage Schedule shall be deducted and retained by the County.

B. *Non-Settling ILA Municipality Deduction.* It is anticipated that some or all of the 8 municipalities that were a party to the Interlocal Agreement that are not a party to the Litigation will approve and execute this Agreement. For any of these eight municipalities that do not timely approve and execute this Agreement, and, with regard to the waiver referenced in Section 11(C) below, for any Plaintiff Municipality that does not timely approve and execute this Agreement (each is a “Non-Settling ILA Municipality”), their pro rata share (based on the 2012 Tonnage Schedule) shall be deducted and shall be retained by the County (nothing herein restricts the County’s right, or requires the County, to distribute any of such funds to any Non-Settling ILA Municipality).

C. *Distribution of Cash Amount.* The Cash Amount shall be distributed to the Settling Municipalities pursuant to the terms of a separate agreement among the Settling Municipalities (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule) (the “Settling Municipalities Agreement”).

4. Alpha 250 Property Sale:

A. Alpha 250 is currently vacant and undeveloped, and has not been used for any solid waste disposal purposes. If the County retains Alpha 250, it could potentially be used as a transfer station. The parties acknowledge that the sale of Alpha 250 contemplated by this Agreement would make the property unavailable for use by the County as a future transfer station, although any purchaser of the Alpha 250 property could potentially put the property to such use.

B. *Removal of Deed Restrictions.* Within 45 days after the Effective Date (or at the first County Commission public hearing thereafter if a delay is necessary due to a County Commission recess), and in accordance with all public hearing requirements, the County agrees to remove the deed restrictions placed on Alpha 250 pursuant to the Declaration of Covenants and Restrictions dated June 4, 2013. Additionally, to the extent practicable, the County shall work with the Settling Municipalities to address any and all other title encumbrances or restrictions within the County's control that may negatively impact the market value of Alpha 250.

C. *Sale of Alpha 250.* The County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell Alpha 250. The County shall conduct the sales process by sealed competitive bid to the highest responsive and responsible bidder, with input (regarding the solicitation specifications) from the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, in accordance with Section 1-4 of the Broward County Code and applicable state law. The County shall commence the sales process within 60 days after the Effective Date. To the extent permissible under applicable law, if a majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County in writing, by email to the County Administrator and Chief Deputy County Attorney (Bertha Henry at bhenry@broward.org with a copy to Andrew Meyers at ameyers@broward.org), within fifteen (15) business days after the bid opening that they believe the sales price is inadequate, the County shall reject all bids as being too low and otherwise not in the best interest of the County. If that occurs, a second and final sales process shall commence between twelve and eighteen months thereafter (with the timing determined by the County after consideration of input from the five Mayors). In the first sales process (unless the majority of the Mayors of Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston notify the County that they believe the sales price is too low as referenced above) and, if applicable, in the second sales process, the County may reject all bids consistent with applicable law and, instead of selling Alpha 250, agree to pay the net amount that would have been realized through a sale to the highest responsive and responsible bidder. Payment of that net sales amount shall fully satisfy the County's obligations under this Agreement related to the sale of Alpha 250.

D. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County's receipt of the Alpha 250 sales proceeds (or within 30 days after the County's decision to purchase Alpha 250 consistent with Section 4(C) above), the County shall pay into a trust account

designated by the Plaintiff Municipalities an amount equal to the net proceeds from the sale (after deducting all sales related expenses, including appraisal costs), minus the County's pro rata share for the unincorporated areas based on the 2012 Tonnage Schedule (and also minus the pro rata allocation to any Non-Settling ILA Municipality). The funds paid into the referenced trust account shall be distributed to the Settling Municipalities pursuant to the terms of the Settling Municipalities Agreement (which shall provide for pro rata allocation of expenses and pro rata distribution based upon the 2012 Tonnage Schedule).

E. *Wetlands Mitigation Properties.* Pursuant to a February 24, 2009 Irrevocable License Agreement (the "License Agreement") between Broward County and Industrial Developments International, Inc. ("IDI"), IDI is required to perpetually maintain, at its expense, the wetlands mitigation properties associated with Alpha 250, which are not part of the Mitigation Properties identified in Exhibit D. The County shall assign its rights in and to the License Agreement to any purchaser of Alpha 250, and as part of the purchase transaction that purchaser shall agree to assume such maintenance obligation that is allocable to the purchased Alpha 250 parcel to the extent IDI ceases to perform the obligation.

5. Solid Waste and ILA related Funds in County's Possession: All remaining solid waste and Interlocal Agreement related funds currently in the possession of the County, and all future revenues generated by, resulting from, relating to, or received in connection with the Retained Properties (and Alpha 250 if the County pays for and retains it consistent with the terms of this Agreement) or generated by, resulting from, relating to, or received in connection with any agreement expressly providing for the payment of any sums to the County in connection with solid waste disposal services or facilities (except to the extent any provision of any such agreement expressly provides for the payment of any sums to any Settling Municipality), belong to the County for use by the County as it determines in its sole discretion.

6. Liabilities Related To Use of Retained Properties: Any and all liabilities resulting from, related to, or in connection with the past, present, or future use of any of the Retained Properties by any party to this Agreement shall be determined pursuant to applicable federal and state laws and regulations, including without limitation RCRA, CERCLA, and Chapters 376 and 403, Florida Statutes, without regard to any provision in any prior agreement between the County and that party (including any provision of the Interlocal Agreement or any amendment thereto).

7. Release from Claims: Each Settling Municipality hereby releases the County, and the County hereby releases each Settling Municipality, from all claims resulting from or arising out of the Interlocal Agreement (except with regard to any claim for contribution or similar claim based on any environmental contamination, which shall be addressed consistent with Section 6 above). This release does not extend to any claim based on any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

8. Settlement of Disputed Claims: The Settling Municipalities and the County acknowledge that this Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

9. Dismissal of Litigation: All Plaintiff Municipalities entering into this Agreement agree to file a Notice of Voluntary Dismissal with Prejudice in the Litigation within 5 business days after the County pays the Cash Amount in accordance with Section 3 of this Agreement.

10. Attorney's Fees and Costs: The Settling Municipalities and the County shall each be responsible for their own respective attorneys' fees and costs (including their own respective experts' costs) incurred as a result of the Litigation and this Agreement (except that the Settling Municipalities' respective attorneys' fees and costs, and expert costs, shall be paid by the Settling Municipalities as provided in the Settling Municipalities Agreement).

11. Approval Process; Conditions Precedent; Effective Date:

A. *Approval by Five Plaintiff Municipalities.* This Agreement shall be presented for approval at public Commission meetings held by Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston, and these five cities shall vote on the Agreement at public meetings by March 20, 2015 (or no later than the first City Commission public meeting thereafter if a delay is necessary due to a City Commission recess). Counsel for these municipalities shall provide email notice of the outcome of each of these votes to Andrew Meyers at ameyers@broward.org within three (3) business days after the vote occurs.

B. *County Commission Approval.* If this Agreement is approved by all five cities in accordance with Section 11(A) above, the County Commission shall vote on this Agreement at a public meeting held within 30 days after formal approval of this Agreement by the last of these five cities (or no later than the first County Commission public meeting thereafter if a delay is necessary due to a County Commission recess). If approved by the County Commission, this Agreement shall then be presented for approval at public Commission/Council meetings at each of the remaining Plaintiff Municipalities and at each

other municipality that was a party to the Interlocal Agreement that wishes to consider joining this Agreement.

C. *Condition Precedent; County Waiver.* To be effective, this Agreement must be approved and executed by all Plaintiff Municipalities and the County within one hundred twenty (120) days after formal approval of this Agreement by the County Commission in accordance with Section 11(B) above. If fewer than all Plaintiff Municipalities approve and execute this Agreement, the County may waive this condition in writing within thirty (30) days after such one hundred twenty (120) day period, in which event this Agreement shall be effective with regard to all parties timely approving and executing this Agreement, and the County shall retain the pro rata distributions that would otherwise have been provided to the Plaintiff Municipality had it timely approved and executed this Agreement (without any deduction for costs or attorneys' fees).

D. *Effective Date.* The date of the last approval and execution of this Agreement by a Plaintiff Municipality, or, if not all Plaintiff Municipalities approve and execute, the date on which the County waives the condition in writing as provided in Section 11(C), is the "Effective Date" of this Agreement.

12. Notices: Except as otherwise specified in this Agreement, any notices required under the terms and conditions of this Agreement shall be provided in writing and sent by U.S. Mail, certified, return receipt requested, as follows:

As to County:	Bertha Henry, County Administrator Broward County 115 S. Andrews Avenue, Room 409 Fort Lauderdale, FL 33301
---------------	--

With a copy to:	Andrew J. Meyers, Esq. Chief Deputy County Attorney Broward County Attorney's Office 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301
-----------------	--

As to Settling Municipalities:	See Notice Recipient on each Settling Municipality's signature page
-----------------------------------	--

With a copy to:	Jamie Alan Cole, Esq. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 200 East Broward Blvd., Suite 1900 Fort Lauderdale, FL 33301
-----------------	--

13. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated by or the subject matter of the Agreement. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the parties to this Agreement. This Agreement does not supersede or cancel any contract currently in effect between the County and any Settling Municipality related to solid waste disposal.

14. Headings: The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

15. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

16. Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Venue: If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

18. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any party hereto.

19. Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the parties agree to negotiate in good faith to modify that portion of the Agreement in a manner designed to effectuate the original intent of the parties.

20. Advice of Counsel: Each party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and documentation of the settlement, this Agreement, and the Exhibits to this Agreement.

21. Use of Funds Distributed Under This Agreement: Each recipient of funds distributed under this Agreement has the right and the responsibility to use the funds as it determines in its sole discretion subject to any legal prohibitions on or requirements regarding such use.

SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE SETTLING MUNICIPALITIES RELATING TO THE RESOURCE RECOVERY BOARD ASSET LITIGATION

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same by Board action on the ____ day of _____, 2015, and the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2015

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

By: _____
Andrew J. Meyers
Chief Deputy County Attorney

____ day of _____, 2015

TOWN OF SOUTHWEST RANCHES – ANDREW D. BERNs, TOWN ADMINISTRATOR

TOWN OF SOUTHWEST RANCHES

ATTEST:

Russell Muñiz, Asst. Town Administrator/Town Clerk

By: _____
Jeff Nelson, Mayor

____ day of _____, 2015

Approved as to form and legality:

By: _____
Keith M. Poliakoff, Town Attorney

____ day of _____, 2015

By: _____
Andrew D. Berns, Town Administrator

____ day of _____, 2015

WITNESSES

SIGNATURE

SIGNATURE

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2015, by _____, as _____ of _____, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:

NOTARY PUBLIC
State of Florida at Large

PRINTED Name of Notary

EXHIBIT LIST

EXHIBIT "A"	2012 Tonnage Schedule
EXHIBIT "B"	Ash Monofill Aerial and Legal Description
EXHIBIT "C"	BIC Landfill Aerial and Legal Description
EXHIBIT "D"	Mitigation Properties Aerials
EXHIBIT "E"	Alpha 250 Aerial and Legal Descriptions

EXHIBIT "A"

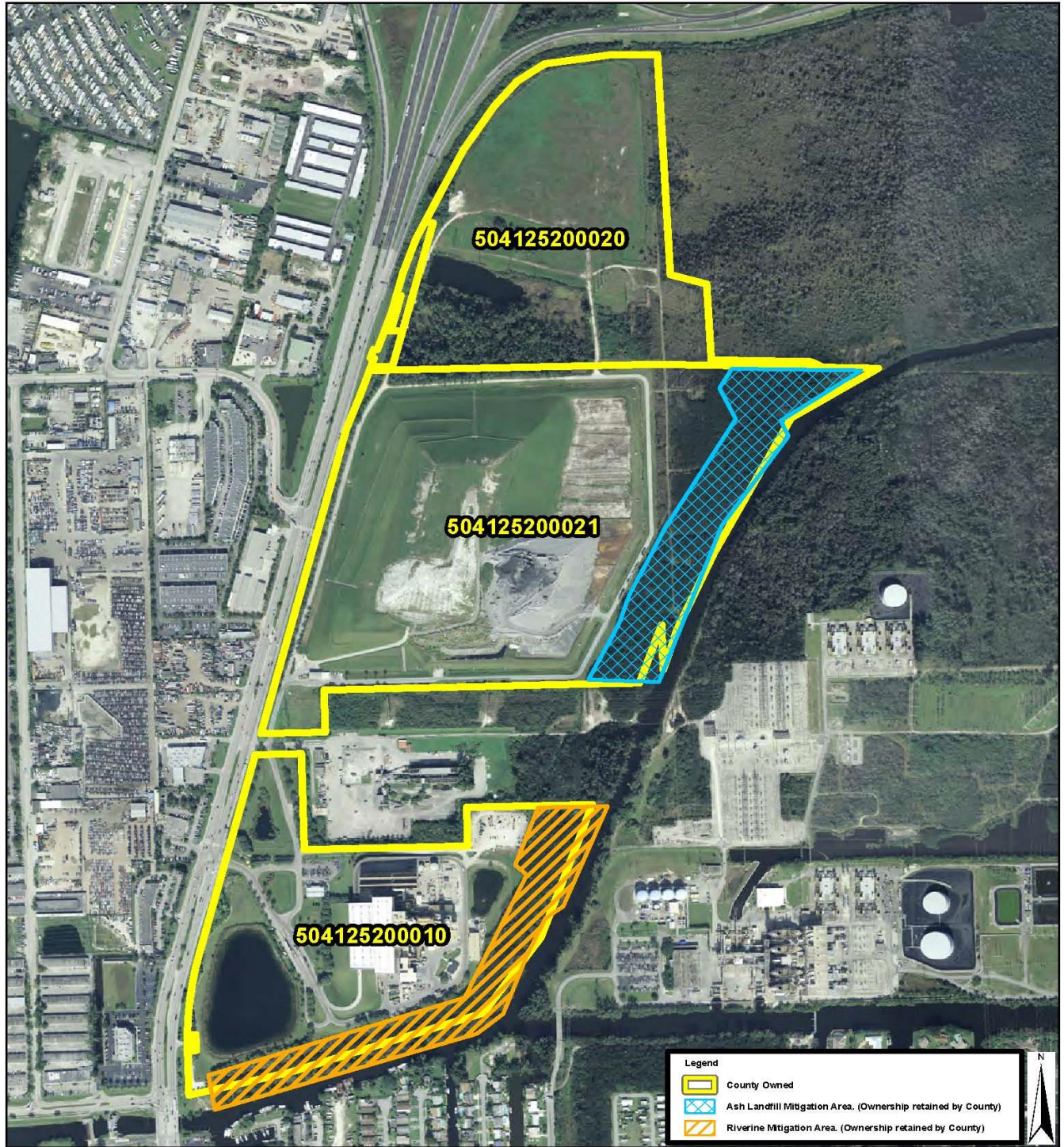
2012 TONNAGE SCHEDULE

City	FY 2012 Tonnage	% Tons
Coconut Creek	31,870.03	3.4187%
Cooper City	20,927.66	2.2449%
Coral Springs	84,043.66	9.0153%
Davie	74,625.55	8.0050%
Deerfield Beach	50,789.52	5.4482%
Fort Lauderdale	153,135.43	16.4268%
Hillsboro Beach	1,402.61	0.1505%
Hollywood	79,751.81	8.5549%
Lauderdale by the Sea	7,130.07	0.7648%
Lauderdale Lakes	18,848.58	2.0219%
Lauderhill	37,278.44	3.9988%
Lazy Lake	-	0.0000%
Lighthouse Point	7,741.42	0.8304%
Margate	31,122.46	3.3385%
Miramar	63,928.20	6.8575%
North Lauderdale	23,328.83	2.5025%
Oakland Park	32,619.62	3.4991%
Pembroke Park	4,184.14	0.4488%
Plantation	48,241.40	5.1748%
Sea Ranch Lakes	502.40	0.0539%
South West Ranches	8,251.03	0.8851%
Sunrise	62,516.66	6.7061%
Tamarac	28,868.59	3.0967%
Unincorporated	11,998.80	1.2871%
West Park	5,650.36	0.6061%
Weston	33,132.94	3.5542%
Wilton Manors	10,340.98	1.1093%
	932,231.18	100.0000%

EXHIBIT "B"

ASH MONOFILL AERIAL AND LEGAL DESCRIPTION

South Resource Recovery Site including Ash Monofill



SOUTH RESOURCE RECOVERY SITE INCLUDING ASH MONOFILL

LEGAL DESCRIPTION

Parcel A and Parcel B, ROUTE 441 RESOURCE RECOVERY SITE according to the plat thereof, recorded in Plat Book 132, at Page 41, lying within Section 24, Township 50 South, Range 41 East, of the Public Records of Broward County, Florida, said land containing 185.91 acres, more or less.

EXHIBIT "C"

BIC LANDFILL AERIAL AND LEGAL DESCRIPTION



This map is for conceptual purposes only and should not be used for legal boundary determinations.
1/20/2016

Southwest Regional (BIC) Landfill (includes mitigation areas)

LEGAL DESCRIPTION

All that portion of the East $\frac{1}{2}$ of Section 3, Township 51 South, Range 39 East, Broward County, Florida, lying East of the Easterly Right of Way of U.S. 27, lying South of the Southerly Right of Way of Stirling Road and North of the Northerly Right of Way of Sheridan Street, being a portion of Everglades Land Company's Subdivision of said Section 3, as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that portion of the Northwest $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the East $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida

AND

All that portion of the West $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying South of the Southerly Right of Way line of Stirling Road, LESS: The South 307 feet of the West $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 2, being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

AND

All that Portion of the West $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Section 2, Township 51 South, Range 39 East, lying North of Northerly Right of Way line of Sheridan Street being a portion of Everglades Land Company's Subdivision as recorded in Plat Book 2 at Page 1 of the Public Records of Dade County, Florida.

Containing 588.49 Acres, more or less.

EXHIBIT "D"

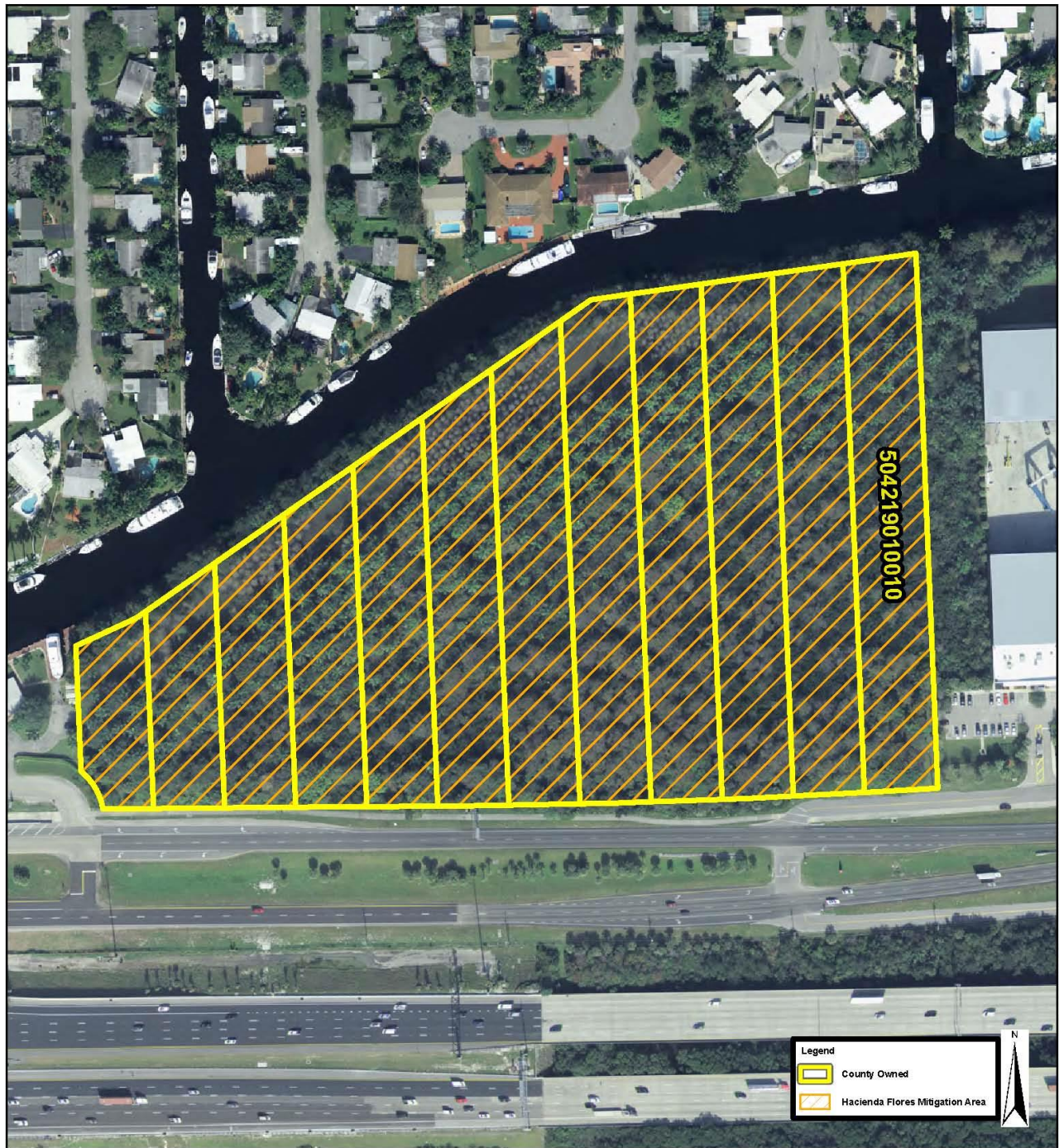
MITIGATION PROPERTIES AERIALS

Additional Mitigation Areas not shown on other exhibits, as follows:

1. Mitigation Area 1, Hacienda Flores
2. Mitigation Area 2, Tree Tops Park
3. Mitigation Area 3, East Everglades

Mitigation Area 1

Hacienda Flores Mitigation Area



1/26/2015

This map is for conceptual purposes only and should not be used for legal boundary determinations.

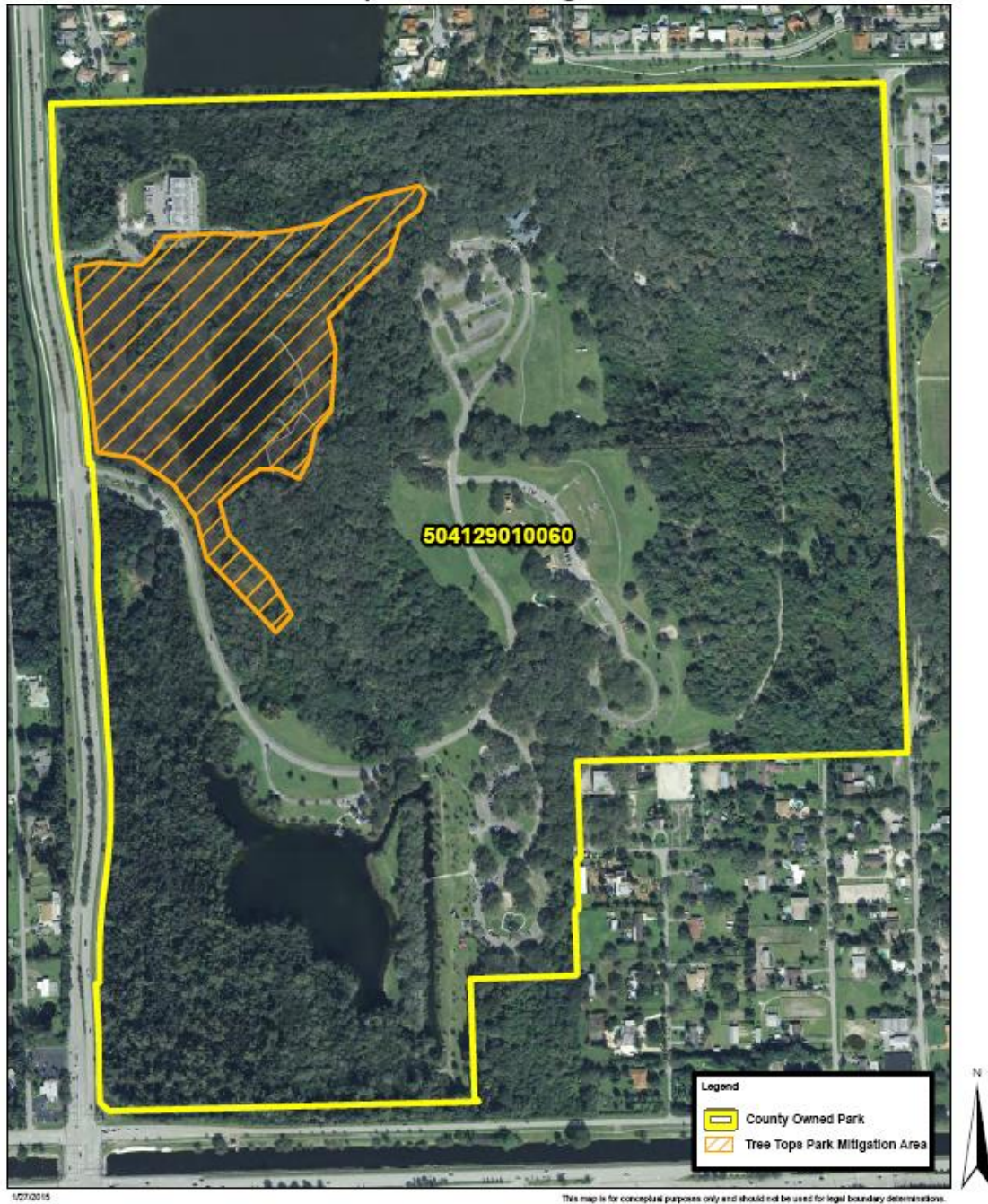
MITIGATION AREA 1

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of HACIENDA FLORES SUBDIVISION UNIT NO. 1 according to the plat thereof, recorded in Plat Book 19, at Page 28 of the Public Records of Broward County, Florida said land containing 16.16 acres, more or less.

Mitigation Area 2

Tree Tops Park Mitigation Area



MITIGATION AREA 2

A portion of County-owned Tree Tops Park

LEGAL DESCRIPTION

Lengthy legal description within Tree Tops Park, see attached line drawing for the outline of mitigation area.

Mitigation Area 3

East Everglades Mitigation Area



MITIGATION AREA 3

A portion of County-owned East Everglades site

LEGAL DESCRIPTION

Lengthy legal description within East Everglades site, see attached line drawing for the outline of mitigation area.

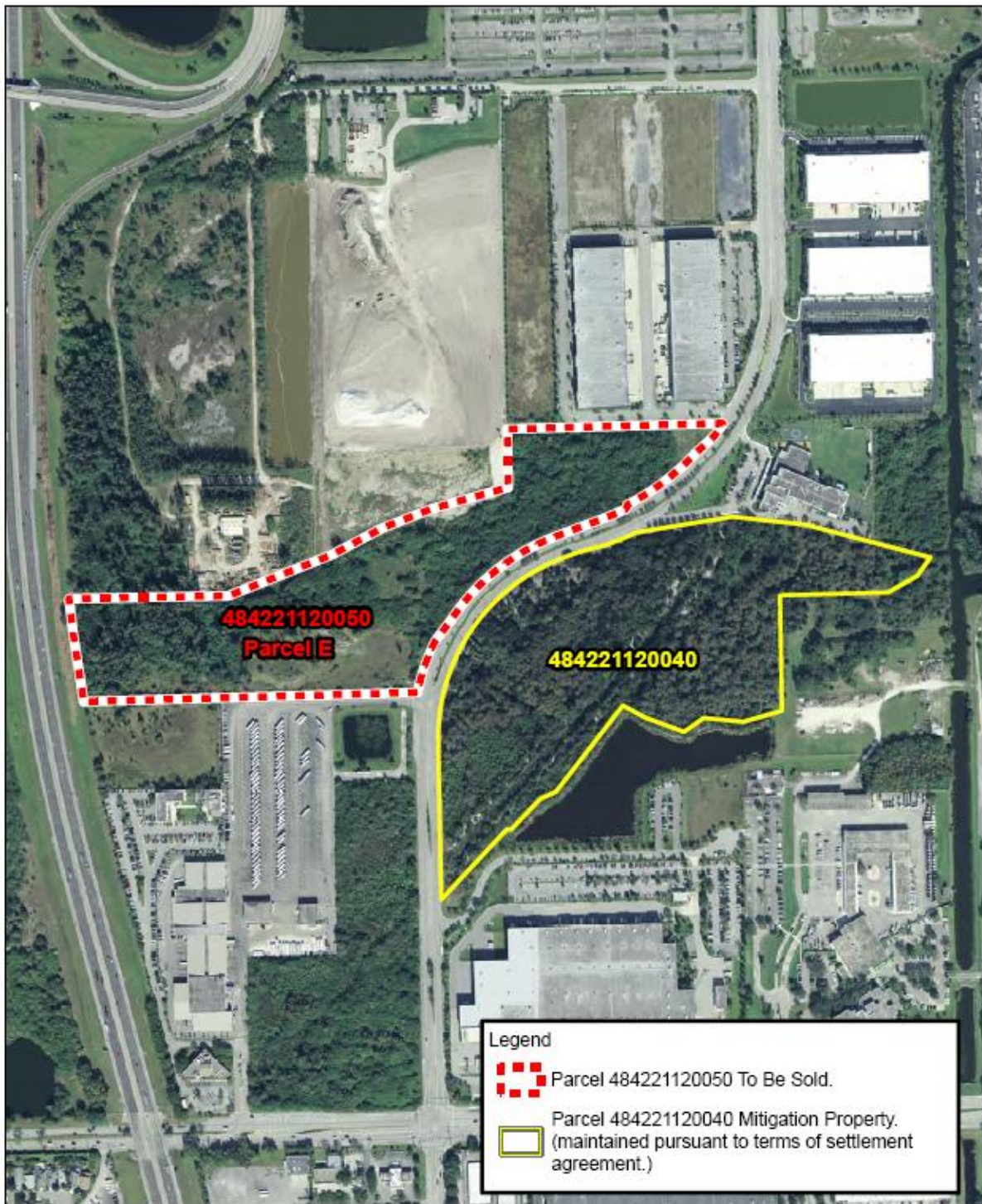
[illegible]

TROPICAL HARDWOOD THRES (SEE NOTE 1)		
SYMBOL	COMMON NAME	SCIENTIFIC NAME
1	COCONUT PALM	<i>Coccothrinax</i>
2	ROYAL PALM	<i>Sabal</i>
3	STYRING PALM	<i>Cycas</i>
4	WAX PALM	<i>Candollea</i>
5	WAX PALM	<i>Candollea</i>
6	WAX PALM	<i>Candollea</i>
7	WAX PALM	<i>Candollea</i>
8	WAX PALM	<i>Candollea</i>
9	WAX PALM	<i>Candollea</i>
10	WAX PALM	<i>Candollea</i>
11	WAX PALM	<i>Candollea</i>
12	WAX PALM	<i>Candollea</i>
13	WAX PALM	<i>Candollea</i>
14	WAX PALM	<i>Candollea</i>
15	WAX PALM	<i>Candollea</i>
16	WAX PALM	<i>Candollea</i>
17	WAX PALM	<i>Candollea</i>
18	WAX PALM	<i>Candollea</i>
19	WAX PALM	<i>Candollea</i>
20	WAX PALM	<i>Candollea</i>
21	WAX PALM	<i>Candollea</i>
22	WAX PALM	<i>Candollea</i>
23	WAX PALM	<i>Candollea</i>
24	WAX PALM	<i>Candollea</i>
25	WAX PALM	<i>Candollea</i>
26	WAX PALM	<i>Candollea</i>
27	WAX PALM	<i>Candollea</i>
28	WAX PALM	<i>Candollea</i>
29	WAX PALM	<i>Candollea</i>
30	WAX PALM	<i>Candollea</i>
31	WAX PALM	<i>Candollea</i>
32	WAX PALM	<i>Candollea</i>
33	WAX PALM	<i>Candollea</i>
34	WAX PALM	<i>Candollea</i>
35	WAX PALM	<i>Candollea</i>
36	WAX PALM	<i>Candollea</i>
37	WAX PALM	<i>Candollea</i>
38	WAX PALM	<i>Candollea</i>
39	WAX PALM	<i>Candollea</i>
40	WAX PALM	<i>Candollea</i>
41	WAX PALM	<i>Candollea</i>
42	WAX PALM	<i>Candollea</i>
43	WAX PALM	<i>Candollea</i>
44	WAX PALM	<i>Candollea</i>
45	WAX PALM	<i>Candollea</i>
46	WAX PALM	<i>Candollea</i>
47	WAX PALM	<i>Candollea</i>
48	WAX PALM	<i>Candollea</i>
49	WAX PALM	<i>Candollea</i>
50	WAX PALM	<i>Candollea</i>
51	WAX PALM	<i>Candollea</i>
52	WAX PALM	<i>Candollea</i>
53	WAX PALM	<i>Candollea</i>
54	WAX PALM	<i>Candollea</i>
55	WAX PALM	<i>Candollea</i>
56	WAX PALM	<i>Candollea</i>
57	WAX PALM	<i>Candollea</i>
58	WAX PALM	<i>Candollea</i>
59	WAX PALM	<i>Candollea</i>
60	WAX PALM	<i>Candollea</i>
61	WAX PALM	<i>Candollea</i>
62	WAX PALM	<i>Candollea</i>
63	WAX PALM	<i>Candollea</i>
64	WAX PALM	<i>Candollea</i>
65	WAX PALM	<i>Candollea</i>
66	WAX PALM	<i>Candollea</i>
67	WAX PALM	<i>Candollea</i>
68	WAX PALM	<i>Candollea</i>
69	WAX PALM	<i>Candollea</i>
70	WAX PALM	<i>Candollea</i>
71	WAX PALM	<i>Candollea</i>
72	WAX PALM	<i>Candollea</i>
73	WAX PALM	<i>Candollea</i>
74	WAX PALM	<i>Candollea</i>
75	WAX PALM	<i>Candollea</i>
76	WAX PALM	<i>Candollea</i>
77	WAX PALM	<i>Candollea</i>
78	WAX PALM	<i>Candollea</i>
79	WAX PALM	<i>Candollea</i>
80	WAX PALM	<i>Candollea</i>
81	WAX PALM	<i>Candollea</i>
82	WAX PALM	<i>Candollea</i>
83	WAX PALM	<i>Candollea</i>
84	WAX PALM	<i>Candollea</i>
85	WAX PALM	<i>Candollea</i>
86	WAX PALM	<i>Candollea</i>
87	WAX PALM	<i>Candollea</i>
88	WAX PALM	<i>Candollea</i>
89	WAX PALM	<i>Candollea</i>
90	WAX PALM	<i>Candollea</i>
91	WAX PALM	<i>Candollea</i>
92	WAX PALM	<i>Candollea</i>
93	WAX PALM	<i>Candollea</i>
94	WAX PALM	<i>Candollea</i>
95	WAX PALM	<i>Candollea</i>
96	WAX PALM	<i>Candollea</i>
97	WAX PALM	<i>Candollea</i>
98	WAX PALM	<i>Candollea</i>
99	WAX PALM	<i>Candollea</i>
100	WAX PALM	<i>Candollea</i>

EAST EVERGLADES MITIGATION AREA

EXHIBIT "E"

ALPHA 250 AERIAL AND LEGAL DESCRIPTION



ALPHA 250 NORTH

Legal Description of Property to be Conveyed

Folio Number 4842-21-12-0050

LEGAL DESCRIPTION

Parcel E, ALPHA 250 NORTH, according to the plat thereof, recorded in Plat Book 180, at Page 14 of the Public Records of Broward County, Florida, said land containing 22.07 acres, more or less.

SETTLEMENT PROCEEDS DISTRIBUTION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as defined below), by and among the City of Sunrise, the City of Weston, the City of Hollywood, the City of Fort Lauderdale, the City of Lauderhill, the Town of Lauderdale-By-The-Sea, the City of Lighthouse Point, the City of Tamarac, the Town of Davie, the City of Plantation, the City of Coconut Creek, the City of Deerfield Beach, the City of Miramar, the City of Margate, the City of Cooper City, the City of North Lauderdale, the City of Coral Springs, and the Town of Southwest Ranches, all political subdivisions of the State of Florida, (individually each is a "Plaintiff Municipality," collectively, the "Plaintiff Municipalities") and any non-plaintiff municipalities that were party to the November 1986 Interlocal Agreement with Broward County for Solid Waste Disposal Services, as amended, (the "Interlocal Agreement") the Settlement Agreement with the County regarding the Litigation concerning equitable distribution under the Interlocal Agreement and approve and execute this Agreement (individually each is a "Non-Plaintiff ILA Municipality," collectively, the "Non-Plaintiff ILA Municipalities") (collectively, the Plaintiff Municipalities and Non-Plaintiff ILA Municipalities are the "Settling Municipalities").

WITNESS:

WHEREAS, the Settling Municipalities and Broward County (the "County") were parties to the Interlocal Agreement, which provided for the creation of the Broward Solid Waste Disposal District ("District") and required the participating governmental entities to send the solid waste generated within their boundaries to be transported, delivered and disposed of at designated District waste disposal facilities; and

WHEREAS, the Settling Municipalities directed solid waste generated within their boundaries to be disposed of at the designated District waste disposal facilities; and

WHEREAS, the tonnage directed to District waste disposal facilities in 2012 by the parties to the Interlocal Agreement is reflected in the 2012 Tonnage Schedule, attached and incorporated into this Agreement by this reference as Exhibit "A" (the "2012 Tonnage Schedule"); and

WHEREAS, the Interlocal Agreement expired on July 2, 2013; and

WHEREAS, Section 15.2 of the Interlocal Agreement provided for the equitable distribution of the assets and liabilities of the District to the Settling Municipalities and the County upon the expiration of the Interlocal Agreement; and

WHEREAS, the Plaintiff Municipalities and the County disagreed as to the identification and distribution of the assets and liabilities of the District; and

WHEREAS, on June 28, 2013, the Plaintiff Municipalities filed a lawsuit against the County in the litigation styled *City of Sunrise et. al. v Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "Litigation"), which sought a declaration regarding the assets and liabilities subject to equitable distribution; and

WHEREAS, the Settling Municipalities and the County entered into a Settlement Agreement (the "Settlement Agreement") to settle the Litigation, which provides for the County to make certain payments into a trust account designated by the Plaintiff Municipalities, which is hereby designated to be the Weiss Serota Helfman Cole Bierman & Popok, P.L. Attorney IOTA Trust (the "Trust Account"); and

WHEREAS, pursuant to the Settlement Agreement, funds deposited into the Trust Account by the County (the "Trust Account Funds") are to be distributed to the Settling Municipalities pursuant to this Agreement among the Settling Municipalities that provides for pro rata allocation of expenses and pro rata distribution of funds based upon the 2012 Tonnage Schedule; and

WHEREAS, the Settling Municipalities desire to enter into this Agreement to provide for the pro rata allocation of expenses and pro rata distribution of Trust Account Funds under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the parties agree as follows:

1. Recitals: The above recitals are true and correct and are incorporated into this Agreement by this reference.

2. Cash Payment to Settling Municipalities: Within 30 days after the County deposits the Cash Amount (as defined in the Settlement Agreement) into the Trust Account, each Settling Municipality shall receive a distribution from the Trust Account (each is a "Settlement Payment") equal to each Settling Municipality's pro rata share allocation of the Cash Amount deposited, based on the 2012 Tonnage Schedule, minus each Settling Municipality's pro rata share of the costs and expenses set forth in this Section 2, based on the 2012 Tonnage Schedule, plus a credit to a Settling Municipality for all of such costs and expenses previously paid by it:

A. \$119,736.08, which shall be paid to the City of Fort Lauderdale for the services of its internal auditor provided to, and approved by, the governing board of the District (the "RRB") but never paid by the County;

- B. \$14,104.00, which shall be paid to plaintiffs' counsel for the legal analysis provided to, and approved by, the RRB but never paid by the County;
- C. \$294,955.69, which has been paid or is due from the Plaintiff Municipalities for litigation expenses, including attorney fees, expert fees and costs to be reimbursed to the Plaintiff Municipalities; and
- D. \$75,000.00 to plaintiffs' counsel to be held in the Trust Account to be used to pay for attorneys' fees and costs incurred after December 31, 2014, including those related to passage and implementation of the Settlement Agreement and this Agreement, and to ensure compliance in the future. Any funds remaining from the \$75,000.00 held in the Trust Account after the Alpha 250 sale shall be distributed pro rata to the Settling Municipalities based upon 2012 tonnage (and if there are insufficient funds they will be deducted from the Alpha 250 sales proceeds prior to distribution).

3. Alpha 250 Property Sale Proceeds:

- A. *Sale of Alpha 250.* Under the Settlement Agreement, the County and the Settling Municipalities agree to use their best efforts (and to take all reasonable steps) to sell the Alpha 250 site, as set forth in Section 2(A)(4) and Exhibit "E" of the Settlement Agreement ("Alpha 250").
- B. *Payment of Alpha 250 Sales Proceeds.* Within 30 days after the County deposits the net Alpha 250 sales proceeds (as defined in, and subject to the deductions provided in, the Settlement Agreement) into the Trust Account (the "Alpha 250 Sales Proceeds"), each Settling Municipality shall receive a distribution from the Trust Account (each is a "Alpha 250 Payment") equal to each Settling Municipality's pro rata share allocation of the deposited Alpha 250 Sales Proceeds (minus unpaid expenses, if any) based on the 2012 Tonnage Schedule.

4. Conditions Precedent; Effective Date:

- A. *Conditions Precedent.* To be effective, this Agreement is subject to (i) the Settlement Agreement becoming effective, and (b) this Agreement being approved and executed by all of the Plaintiff Municipalities.
- B. *Effective Date.* The date of the last approval and execution of this Agreement by a Settling Municipality is the "Effective Date" of this Agreement.

5. **Entire Agreement:** This Agreement, and the Settlement Agreement, constitute the entire Agreement between the parties and supersedes and cancels any other Agreement, representation, or communication, whether oral or written, between the parties, relating to the transactions contemplated in it.

6. **Headings:** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Agreement.

7. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

8. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Venue:** If litigation shall be instituted between the parties regarding the provisions of this Agreement, venue shall be in Broward County, Florida.

10. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11. **Severability:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, and the parties agree to voluntarily amend any portion of this Agreement as necessary to comply with a Court order.

12. **Further Assurances:** At any time, and from time to time, after the Effective Date of this Agreement, each party will execute such additional instruments and take such action as may be reasonably requested by the other party, to confirm or otherwise to carry out the intent and purpose of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE SETTLING MUNICIPALITIES RELATING TO THE DISTRIBUTION OF THE RESOURCE RECOVERY BOARD ASSET LITIGATION SETTLEMENT PROCEEDS

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the SETTLING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

TOWN OF SOUTHWEST RANCHES – ANDREW D. BERNS, TOWN ADMINISTRATOR

TOWN OF SOUTHWEST RANCHES

ATTEST:

Russell Muñiz, Asst. Town Administrator/Town Clerk

By: _____
Jeff Nelson, Mayor

____ day of _____, 2015

Approved as to form and legality:

By: _____
Keith M. Poliakoff, Town Attorney

By: _____
Andrew D. Berns, Town Administrator

____ day of _____, 2015

____ day of _____, 2015

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2015, by _____, as _____ of _____, Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

My commission expires:

NOTARY PUBLIC
State of Florida at Large

PRINTED Name of Notary

EXHIBIT "A"

2012 TONNAGE SCHEDULE

City	FY 2012 Tonnage	% Tons
Coconut Creek	31,870.03	3.4187%
Cooper City	20,927.66	2.2449%
Coral Springs	84,043.66	9.0153%
Davie	74,625.55	8.0050%
Deerfield Beach	50,789.52	5.4482%
Fort Lauderdale	153,135.43	16.4268%
Hillsboro Beach	1,402.61	0.1505%
Hollywood	79,751.81	8.5549%
Lauderdale by the Sea	7,130.07	0.7648%
Lauderdale Lakes	18,848.58	2.0219%
Lauderhill	37,278.44	3.9988%
Lazy Lake	-	0.0000%
Lighthouse Point	7,741.42	0.8304%
Margate	31,122.46	3.3385%
Miramar	63,928.20	6.8575%
North Lauderdale	23,328.83	2.5025%
Oakland Park	32,619.62	3.4991%
Pembroke Park	4,184.14	0.4488%
Plantation	48,241.40	5.1748%
Sea Ranch Lakes	502.40	0.0539%
South West Ranches	8,251.03	0.8851%
Sunrise	62,516.66	6.7061%
Tamarac	28,868.59	3.0967%
Unincorporated	11,998.80	1.2871%
West Park	5,650.36	0.6061%
Weston	33,132.94	3.5542%
Wilton Manors	10,340.98	1.1093%
	932,231.18	100.0000%

RESOLUTION NO. 2015-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE OFFICE OF THE TOWN ATTORNEY TO FILE AN ACTION AGAINST US DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT (HEREAFTER REFERRED TO AS ICE) SEEKING A COURT ORDER ALLOWING CONTACT WITH AND/OR DEPOSITION OR OTHER DISCOVERY FROM PRESENT OR FORMER ICE OFFICIALS WITH REFERENCE TO ICE'S DECISION TO FOREGO PLANS FOR A DETENTION FACILITY IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Southwest Ranches ("Town") has filed a lawsuit against the City of Pembroke Pines ("City") to recover its damages caused by the City's breach of contracts leading to ICE's decision to not proceed with a detention facility in the Town of Southwest Ranches; and

WHEREAS, certain ICE officials, namely; Mark J. Moore, Field Office Director and Gary Meade, Former Executive Associate Director, have indicated to Town Mayor Jeff Nelson that ICE's decision resulted from actions attributable to the City in breach of its contracts with the Town regarding delays and failures to provide water and sewer services to the proposed facility; and

WHEREAS, said ICE officials therefore contain information directly relevant to issues involved in the Town's litigation as against the City referred to above; and

WHEREAS, the Town is desirous of further contact with and discovery from said individuals in relation to said litigation as against the City; and

WHEREAS, pursuant to federal law and ICE's administrative regulations further contact and discovery from said individuals requires clearance and permission from ICE; and

WHEREAS, the Town has previously sought to obtain said permission from ICE on numerous occasions; and

WHEREAS, ICE has declined the Town's request to proceed with further contact and discovery of said individuals; and

WHEREAS, the only other available option open to the Town to be able to have further contact and/or discovery from said individuals in light of ICE's refusal to grant

the Town's request to so proceed is to seek to obtain judicial review of ICE's decision and a finding that ICE's decision was arbitrary and capricious or otherwise unsustainable under the applicable law.

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

Section 1. The above referenced "WHEREAS" clauses are true and correct and are incorporated herein by reference.

Section 2. AUTHORITY AND DIRECTION. The Town Attorney is hereby authorized and directed to take such steps as shall be necessary and appropriate, including the filing of such court papers as shall be necessary as against ICE to obtain the needed judicial findings or judgment as will allow the Town to proceed with further contact and discovery from Mark K. Moore and/or Gary Meade.

Section 3. Conflict. All Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any word, phrase, clause, sentence or section of this Resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any other remaining portions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2015.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Following Page]

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to form:

Keith M. Poliakoff, Town Attorney

112411335.1

This page
intentionally left blank

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 9, 2015

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:09 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation – Water Conservation Month – April 2015

Mayor Nelson read the proclamation and presented it to Parks, Recreation, and Open Space Coordinator December Lauretano-Haines

4. Waiver of Plat - Consideration of Waiver of Plat Application WP-011-15. Karla Wolfson, owner; Pulice Land Surveyors, Inc., petitioner, to subdivide a 4.3 acre parcel to create 2 lots of 2.1 and 2.2 net acres respectively. Property generally located on the southwest corner of SW 173rd Way and SW 61st Court, within the Rural Ranches Zoning District, which allows one dwelling unit per 2 net acres. Legally described as the South ½ of Tract 9, in the Northeast ¼ of Section 6, Township 51 South, Range 40 East, according to the Plat of CHAMBER'S LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 5, of the Public Records of Broward County, Florida, less and except road right-of-way. Said lands situate, lying and being in the Town of Southwest Ranches, Broward County, Florida.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE SUBJECT TO A. THE APPROVAL OF APPLICATION WP-011-15 SHALL NOT BECOME EFFECTIVE UNTIL RESOLUTION APPROVING THE APPLICATION HAS BEEN RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. APPROVAL WILL EXPIRE WITHIN SIX MONTHS FROM DATE OF APPROVAL UNLESS THE RESOLUTION AND REQUIRED ATTACHMENTS HAVE BEEN RECORDED. B. APPLICANT SHALL PAY TO THE TOWN OF SOUTHWEST RANCHES AN AMOUNT EQUAL TO THE TOTAL EXPENSES INCURRED BY THE TOWN IN THE PROCESSING AND FINALIZING OF THIS APPLICATION. THIS INCLUDES, BUT MAY NOT BE LIMITED TO, EXPENSES FOR ENGINEERING, PLANNING, LEGAL, ADVERTISING, 5 PERCENT ADMINISTRATIVE FEE, AND ANY RELATED EXPENSES THAT THE TOWN HAS OR WILL INCUR AS A DIRECT COST OF THIS APPLICATION.

5. Public Comment – The following member of the public addressed the Town Council: Barry Neunzig.

6. Board Reports – There were no board reports.

7. Council Member Comments

Council Member Breitzkreuz spoke of Debbie Green's appointment to the Parks Board. He also spoke about a meeting he and Town Administrator Berns has with Mr. Eric Chisolm of the Broward County School Board concerning school bus pickup along 185th, 186th, and 188th Avenues. He asked that a letter be written to Mr. Chisolm requesting pickup in these areas. Secondly, he spoke about how the gates on 190th Avenue might affect school buses. Lastly, he spoke about the Davie Citizens Police Academy classes that he is attending and stated that he was having a great time.

Vice Mayor Fisikelli indicated that he attended the recent MPO meeting and the contention was that the Park and Ride bus stop was "dead." He also mentioned that he spoke with County Commissioner Lois Wexler about 188th Avenue. She indicated that a resolution from the Town was required, and he asked that a resolution be approved concerning this issue. Lastly, he informed the Town Council that a presentation was made regarding the railroad that was proposed for the west side of U.S. 27.

Council Member Jablonski spoke of the Household Hazardous Waste Event that would be held at the Rolling Oaks Park on Saturday April 11th. He also reminded everyone about the School Education Advisory Board Annual Scholarship event which will be held on Saturday May 30th at the Sunshine Ranches Equestrian Park.

Mayor Nelson mentioned that he requested that Item 15 be added to the agenda in response to Pembroke Pines erecting the barricades along SW 54th Place. He acknowledged the improvements in the areas being maintained by Prestige Landscaping, and thanked staff for their efforts in bringing this vendor aboard. Lastly, he summarized the legal proceedings that he attended in the case against Pembroke Pines regarding the inter-local agreement to provide water and sewer to the Corrections Corporation of America (CCA) site.

8. Legal Comments

Town Attorney Poliakoff advised that CCA had renewed their plat application with Broward County. He spoke of the Town's compliance with Broward County's ethical guidelines. He read several complaints filed with the Office of Inspector General (OIG) and stated that all complaints were closed with no findings. He also provided an update on the proposed Franklin Academy Charter School, and stated he could not find any signs of development activity. He further advised that the Town was in receipt of a very lengthy records request from the City of Pembroke Pines regarding the school.

9. Administration Comments

Town Administrator Berns advised that a settlement agreement had been reached between the partner municipalities and Broward County regarding the assets of the Resource Recovery Board. He planned to bring the agreement before the Town Council at the first meeting in May. As a result of the settlement he expected the Town to receive approximately \$400,000. He reminded Council about the Farm Workshop scheduled for April 16th and was hopeful that Council would provide policy direction so that the Comprehensive Planning Advisory Board could develop further proposed language to address non-conforming farm structures. Lastly, he reminded the Town Council that the Neighborhood Safety Grant would be on the next agenda as it was reconsidered at the last meeting.

10. Ordinance – 2nd Reading - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING OBJECTIVES AND POLICIES WITHIN SEVERAL ELEMENTS OF THE ADOPTED TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN PERTAINING TO BROWARD COUNTY LAND USE PLAN ("BCLUP") CONSISTENCY REQUIREMENTS, INTERGOVERNMENTAL COORDINATION, AND LOCAL STREET CONNECTIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Requires a Super Majority Vote - Approved on first reading December 11, 2014}

The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

11. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RESPECTFULLY REQUESTING THE BROWARD COUNTY PLANNING COUNCIL TO AMEND SW 184TH AVENUE ON THE TRAFFICWAYS PLAN AND MAP AND THE BROWARD COUNTY METROPOLITAN PLANNING AGENCY TO AMEND THE LONG RANGE TRANSPORTATION PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

12. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A WORK PROPOSAL WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL SERVICES FOR THE BACTERIAL POLLUTION CONTROL PLAN; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE WORK PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member McKay, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

13. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH STRAIGHT AHEAD CONSTRUCTION, INC. TO COMPLETE THE DRAINAGE IMPROVEMENTS ALONG SW 54TH PLACE AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

14. Approval of Minutes

a. March 12, 2015, Regular Town Council Meeting

The following motion was made by Vice Mayor Fisikelli, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE MINUTES.

b. March 12, 2015, Workshop Meeting

The following motion was made by Vice Mayor Fisikelli, seconded by Council Member McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE MINUTES AS AMENDED.

15. Resolution - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A DECLARATION THAT THERE IS AN IMMEDIATE DANGER TO THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC, REQUIRING IMMEDIATE ACTION; PROVIDING FOR AUTHORIZATION AND DIRECTION TO THE OFFICE OF THE TOWN ATTORNEY TO FILE AN ACTION IN EQUITY SEEKING BOTH MANDATORY AND PROHIBITORY INJUNCTIVE RELIEF AGAINST THE CITY OF PEMBROKE PINES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

The following motion was made by Council Member McKay, seconded by Council Member Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, McKay, Vice Mayor Fisikelli, and Mayor Nelson voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

16. Adjournment – Meeting was adjourned at 8:56 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of May, 2015.*

Jeff Nelson, Mayor

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

This page
intentionally left blank

WORKSHOP MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 16, 2015

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitkreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

Jeff Katims, Town Planner

Also present were members of the Town's Comprehensive Plan Board:

Chair Newell Hollingsworth

Vice Chair Bob Hartmann

Secretary, George Morris

Ken Cimetta

Mike Schroeder

Workshop Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:10 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Discussion – Town Code of Ordinances relative to Farms and Farm Structures

Town Attorney Keith Poliakoff provided the basis for the meeting. He indicated that Section 604.50 of the Florida Statutes was created in early 2000 to allow farmers to build non-residential farm buildings and farm structures without a permit. However, the statute failed to define what a "farm" was. As such many municipalities passed their own "farm ordinance" to help define what a farm was. In 2011-2012, the Legislature amended Florida Statutes Section 823 and unintentionally broadened the definition of a farm. To narrow the definition of a farm, the Legislature met to seek new legislation. The Town filed a local bill seeking to be exempt from 604.50 which was rejected by the Broward County Legislative Delegation. In 2013, the Legislature amended the law to define a farm as a property that has an "Agricultural" tax classification, or capable of obtaining an "Agricultural" tax classification.

The implication of this law change is that the Town now has many farm structures built between 2000 and 2013 that were built without permits, that may violate the zoning code setbacks, and as a result of the legislative changes cannot be "grandfathered" in. Therefore, these structures are no longer in compliance with state law.

Soon after the state law was passed the Comprehensive Plan Advisory Board was tasked with trying to address the zoning code to comport with state law. The direction included trying to keep the rural nature of the Town in mind by keeping many facets of the original Town "farm ordinance." For well over a year the Comprehensive Plan Advisory Board worked to modify the

regulations related to zoning. However, another issue was created. In the new ordinances authored by the Comprehensive Plan Advisory Board, they allowed the ability to “grandfather” in structures that may be in violation of certain provisions of the zoning code. The Town Council and the Comprehensive Plan Advisory Board sought to remedy this situation by creating an amnesty provision. Another legal issue arose from this provision. If a municipality knows that someone has an illegal structure it creates liability for them if they don’t enforce compliance of the structure.

He spoke about how other municipalities were dealing with this issue. Some of them had created an indemnification process that would require residents to self-report and hold the municipality harmless for not requiring the residents to get a building permit. He felt this could be a possible solution for the Town to consider.

Town Planner Jeff Katims, summarized the previously approved “farm ordinance.” He spoke about the 1 year amnesty period and explained that the property owner would have to execute a deed restriction acknowledging that there were limitations to the relief they would get.

Mayor Nelson asked the Council how they felt about the indemnification proposal discussed by Town Attorney Poliakoff. Council Member Breitzkreuz wanted to explore the issue of ownership change and how this would be affected. Council Member McKay concurred with Council Member Breitzkreuz.

Town Attorney Poliakoff indicated that if the property is conveyed to a new property owner then the “grandfathered” status does not continue with the property. This was not in the code right now, so the question for Council to consider was at what point did they want these non-conforming structures to come into compliance.

Council Member McKay asked if there would be an inspection as part of the compliance enforcement. Town Attorney Poliakoff indicated in the affirmative. He further explained that the Town would inspect to verify that the structure in questions was an agricultural structure.

Council Member Jablonski asked where the distinction would be made as to what was an agricultural structure. Town Attorney Poliakoff indicated that the determination would be made by the Town’s Building Official. Council Member Jablonski also asked how the Town would enforce the Hold Harmless agreement. Town Attorney Poliakoff indicated that the agreement would need to name the Town as an additional insured.

Bob Hartmann asked about the transfer of ownership of the property. He wished that the Hold Harmless be conveyed to the new property owner upon sale. Town Attorney Poliakoff stated that the main issue was the structure needed to be brought into compliance. When the property would be brought into compliance was a policy issue to be determined by Council. Bob Hartmann, suggested 20 years from adoption of the new ordinance. Town Attorney Poliakoff suggested 20 years from conveyance of the property.

Newell Hollingsworth went over suggestions he submitted on behalf of the Comprehensive Plan Advisory Board. He asked about residents who built non-conforming structures after the state law change. Town Attorney Poliakoff indicated that no relief could be offered to them legally. Those residents who followed the law prior to the law change would be offered the indemnification process. Mr. Hollingsworth asked the Council if they supported Bob Hartmann's suggestion.

Council Member Breitzkreuz had concerns about older structures that would be granted an additional twenty years if the property were to be sold and felt that an inspection might be necessary to determine the viability of the structure before granting the additional time. Town Attorney Poliakoff felt that a provision could be included requiring the building official to inspect the structure upon conveyance to a new property owner and grant a period of up to twenty years.

Board Chair Hollingsworth asked if the indemnification process would be required of all people upon adoption, or only as the Town becomes aware of the non-conforming structure.

Council Member McKay asked if a non-conforming structure was demolished in a storm could they rebuild it without a permit. Town Attorney Poliakoff indicated in the negative. The structure would have to be rebuilt to Code.

Council Member Breitzkreuz considered three scenarios. The first is for the resident to self-report. The second is when a non-confirming structure is reported by someone else. He wondered whether at that point the indemnification process should begin. The third scenario would occur when a property is sold. He was concerned that disclosure would not be made by the seller unless it was mandated.

Board Chair Hollingsworth sought direction from the Council. Did the Council support twenty years from the first conveyance; twenty years from the date of the new state law (2013); or to have the non-conforming structure removed or corrected at the time of conveyance?

Town Attorney Poliakoff reminded Council not to get "bogged down" in the language. He wanted Council to set the policy direction and let the Advisory Board come back with proposed language. He attempted to summarize Council's discussion thus far as: those residents cited could begin the indemnification process, and residents could self-report, but was unclear on what Council's position was on other areas. The Council consensus was that the indemnification process could begin with those who self-report, or those who are cited. As it related to the sale of the property the direction was not yet set.

Town Attorney Poliakoff proffered that verbiage could be placed in the Code requiring the seller to disclose the non-conforming structure, and that a building permit must be obtained.

Discussion ensued about the length of time before the non-conforming structure would need to come into compliance. The majority of Council Members felt ten years was acceptable. The Council felt that the process for the first two scenarios would be as follows:

Once reported, the property owner must fill out a hold harmless agreement and pay an inspection fee. The Town's inspector will perform an inspection of the structure and provide an estimate of how long they believe the non-conforming structure (between 0-10 years) will last.

The following members of the public addressed the Town Council: Bob Busch, Mike Hanley, Kathy Cox, and Gay Chaples.

Council Member Breitkreuz was concerned about the Town's liability and the health and safety of the residents and felt that the inspection was necessary.

Town Attorney Poliakoff felt that enough direction was provided for the Comprehensive Plan Advisory Board to come back to Council with a recommendation to address the conveyance of property issue.

Board Chair Hollingsworth requested that the Town Attorney send the language he wants to use, and the farms he wants to use, so the Board can have it for their next meeting.

4. Adjournment – Meeting was adjourned at 8:59 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of May, 2015.*

Jeff Nelson, Mayor

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

RESOLUTION NO. 2015 - _____**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A LEASE/PURCHASE AGREEMENT WITH ROSENBAUER/INTERNATIONAL FOR A COMMERCIAL CHASSIS PUMPER APPARATUS TO REPLACE EXISTING ENGINE 82; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the current engine utilized by the Town of Southwest Ranches Volunteer Fire-Rescue, Inc. (SWRVFR), known as engine 82, is a 1995 Pierce Quantum pumper that is 20 years of age; and

WHEREAS, the current pumper is long past the National Fire Protection Association (NFPA) standard for recommended service life and has experienced numerous days out of service and costly repairs; and

WHEREAS, the SWRVFD is desirous of acquiring a new commercial chassis pumper as it offers numerous advantages over other types of fire apparatus including the ability to maintain the department's firefighting capability, ability to carry all existing EMS and extrication equipment, and the scalability to be staffed by as few as 2, and as many as five (5) firefighters; and

WHEREAS, the Town Council desires to enter into a lease/purchase agreement in substantially the same format as found in "Exhibit A" with Rosenbauer/International to acquire a new commercial chassis pumper apparatus to replace existing engine 82, and to lease such vehicle to the Town of Southwest Ranches Volunteer Fire Rescue in substantially the same format as found in "Exhibit B"; and

WHEREAS, Staff has reviewed operating costs and based on comparative pricing, technical specifications and performance efficiencies offered, it has been determined that the commercial chassis pumper offered by Rosenbauer/International is the best choice overall for meeting SWRVFD needs as outlined above.

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

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

SECTION 2. The Town Council hereby authorizes the Town to enter into a lease/purchase of the commercial chassis pumper apparatus, pursuant to a lease/purchase agreement with Rosenbauer/International in substantially the form attached hereto as Exhibit "A" (the "Lease Purchase Agreement"), with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution. Further the Town Council hereby

authorizes the Town to enter into a lease agreement to lease such vehicle to the Town of Southwest Ranches Volunteer Fire-Rescue, Inc. in substantially the form attached hereto as Exhibit "B", with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

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

SECTION 4. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 14th day of May, 2015, on a motion by _____, seconded by

_____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Jeff Nelson, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney