



**AMENDED**

# Southwest Ranches Town Council

## REGULAR MEETING Agenda of May 12, 2016

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Jeff Nelson	Steve Breitkreuz	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice-Mayor</u>	Freddy Fisikelli	<u>Town Financial</u>	<u>Assistant Town</u>
Doug McKay	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town</u>
		Martin Sherwood, CPA	<u>Clerk</u>
		CGFO	Russell C. Muniz, 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. Presentation - Southwest Ranches Parks Foundation Check Presentation**
- 4. Presentation - Eagle Project - Tylor Taporowski**
- 5. 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.
- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**

### Ordinance - 1st Reading

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING CHAPTER 27, OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PUBLIC NUISANCES THAT DRAIN MUNICIPAL SERVICES"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {SECOND READING TO BE HELD ON MAY 26, 2016}**

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) WITH A-1 PROPERTY SERVICES GROUP, INC. TO COMPLETE THE TOWN HALL RE-ROOF PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2015/2016 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") INCORPORATE INTO THE DESIGN PLANS FOR AN IMPOUNDMENT AREA TWO BRIDGE CROSSINGS OVER THE C-11 CANAL; URGING SFWMD TO ADVOCATE FOR AND DEFEND THIS DESIGN FEATURE TO THE U.S. ARMY CORPS OF ENGINEERS SO IT MAY BE INCLUDED IN THE FINAL DESIGN PLAN; EXPRESSING SUPPORT FOR THIS PROJECT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2012-031 BY ELIMINATING THE MASTER PLAN PERMIT FEE AND PLAN PROCESSING FEE FOR RESIDENTIAL BUILDING PERMITS, CLARIFYING THAT THE MINIMUM BASE PERMIT FEE FOR RESIDENTIAL CONSTRUCTION IS THE GREATER OF \$90 PER DISCIPLINE OR 1.75% OF THE JOB VALUE; AND PROVIDING AN EFFECTIVE DATE.
14. Approval of Minutes
  - a. March 24, 2016 Regular Meeting
  - b. April 14, 2016 Regular Meeting
15. Appointments
  - a. Drainage Infrastructure Advisory Board - Council Member Breitzkreuz Appointment
16. 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**

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**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Andy Berns  
**FROM:** Keith Poliakoff, Town Attorney  
**DATE:** 5/12/2016  
**SUBJECT:** Nuisance Ordinance

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### **Recommendation**

Motion to approve the Ordinance

### **Strategic Priorities**

- A. Sound Governance
- C. Reliable Public Safety

### **Background**

This Ordinance helps to prevent drain on municipal services from public nuisances.

### **Fiscal Impact/Analysis**

Not Applicable

### **Staff Contact:**

Keith Poliakoff, Town Attorney

### **ATTACHMENTS:**

Description	Upload Date	Type
Nuisance Ordinance	4/18/2016	Ordinance

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## **ORDINANCE NO. 2016 -**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING CHAPTER 27, OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PUBLIC NUISANCES THAT DRAIN MUNICIPAL SERVICES"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a fundamental purpose of local government is to promote, to protect, and to improve the health, safety, and general welfare of its residents; and

**WHEREAS**, problematic properties drain the Town's limited resources; and

**WHEREAS**, when the Town's limited police, fire, EMS, and code enforcement officers are routinely dispatched to problematic properties it takes these officers away from providing services to the rest of the community; and

**WHEREAS**, the Town finds that this drain on the Town's resources constitutes a public nuisance; and

**WHEREAS**, the Town finds that it is necessary to more effectively and efficiently abate public nuisances that cause a drain on its services; and

**WHEREAS**, the Town finds that the health, safety and general welfare of the Town will be better protected and improved by adopting an Ordinance to help abate public nuisances that cause a drain on the Town's municipal services;

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

**SECTION 1:** The recitals and findings contained in the Preamble to this Ordinance are adopted by reference and are incorporated as if fully set forth in this section.

**SECTION 2:** A new Chapter 27 of the Town of Southwest Ranches Code of Ordinances, entitled "Public Nuisances That Drain Municipal Services," shall be created as follows:

### **Chapter 27. Public Nuisances That Drain Municipal Services**

#### **Sec. 27-1. – Conditions declared public nuisances that drain municipal services**

It is declared unlawful and a public nuisance for any owner of property in this Town to maintain such property or to permit such property to be maintained in such a manner that the property threatens or endangers the public health, safety or welfare, or adversely affects or impairs the economic welfare of surrounding properties.

## **Sec. 27-2. - Definitions**

The following words, terms and phrases, when used in this Chapter shall have the meanings ascribed to them in this section:

"Code" means the Code of Ordinances of the Town of Southwest Ranches, as existing, or as may be amended from time to time.

"Private Property" means any real property within the Town, which is not public property as defined herein.

"Public Nuisances That Drain Municipal Services" means any private property that has:

- (1) On more than two occasions within a six-month period, has been found to be a location of repeated felonies, as defined by the United States Code or the Florida Statutes, as may be applicable, and as may be amended from time to time; or
- (2) On more than two occasions within a calendar year, has been found to be a location involved in the unlawful sale, delivery, possession, manufacture, or cultivation of any controlled substance; or
- (3) On more than two occasions within a calendar year, been found to be a location involved in violation of F.S. §796.001, "Offenses by adults involving minors", as may be amended from time to time; or
- (4) On more than two occasions within a six-month period, has been found to be a location in violation of F.S. §796.07, "Prohibiting prostitution and related acts", as may be amended from time to time; or
- (5) On more than three (3) occasions within a thirty-day period, has been found to be a location involved in repeated calls for police, fire, ems, or code enforcement services.

"Public Property" means any real property within the Town, which is owned by any governmental entity, and includes buildings, parking lots, parks, streets, sidewalks, swales, rights-of-ways, easements and other similar property.

## **Sec. 27-3. – Processing of complaints relating to violations of this Chapter**

Any complaint relating to a violation of this Chapter shall be handled in accordance with Article 7, "Code Enforcement", of the Town's Code of Ordinances, as may be amended from time to time.

**Sec. 27-4. -**

Sec. 045-030. Penalties

- (a) If the Special Magistrate declares a private property to be a public nuisance that drains municipal services after a public hearing, in addition to and notwithstanding all remedies available at law, the Special Magistrate may enter an order requiring the owner of such private property to adopt such procedure as may be appropriate under the circumstances to abate any such public nuisance that drains municipal services including, but not limited to:
  - (1) An order immediately prohibiting:
    - a. The maintaining of the nuisance that drains municipal services;
    - b. The operating or maintaining of the private property, including the closure of the private property, or any part thereof;
    - c. The conduct, operation, or maintenance of any business or activity which is conducive to the maintenance of such nuisance that drains municipal services;
  - (2) An order immediately implementing any other procedure(s) that the Special Magistrate deems appropriate to abate the nuisance that drains municipal services in a particular case.
- (b) In addition to, and notwithstanding, any procedure, penalty or other sanction allowed by law, a violation of this Chapter shall be deemed to be a violation that is irreparable or irreversible in nature, and as such a fine not to exceed \$5,000.00 shall be imposed per violation.

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

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

**SECTION 4: Severability.** If any portion of this ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any court determines that this Ordinance, or any portions hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

**SECTION 5: Inclusion in Code.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made part of the Town of Southwest Ranches

Unified Land Development Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 6: Effective Date.** This Ordinance shall take effect immediately upon its adoption.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2016 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_\_, 2016, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jeff Nelson, Mayor

\_\_\_\_\_  
Russell Muñiz, MBA, MPA, MMC, Town Clerk

Approved as to Form and Correctness:

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





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**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley  
**DATE:** 4/28/2016  
**SUBJECT:** Agreement with A-1 Property Services Group, Inc. to Re-Roof Town Hall

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### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with A-1 Property Services Group, Inc. to Re-Roof Town Hall.

### **Strategic Priorities**

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

### **Background**

On March 10, 2016, the Town advertised Invitation for Bid (IFB) 16-003 for the Southwest Ranches Town Hall Re-Roof. On April 20, 2015, the Town received two (2) responses:

<b>Proposer</b>	<b>Amount</b>
A-1 Property Services Group, Inc.	\$194,627
Cuano Builders	\$240,425

After reviewing the bids, it was determined that A-1 Property Services Group, Inc. was the

lowest responsive and responsible bidder that met the requirements of the IFB. Staff then renegotiated the bid amount, without changing the scope of the work, to \$180,000 (approximately an 8% reduction).

### **Fiscal Impact/Analysis**

The Town reserved funds in FY 2014 and FY 2015 and then budgeted \$150,000 in total for this project in Fiscal Year 2016 Capital Projects Fund Expenditures account #301-5300-539-62140 (Buildings – Town Hall / Public Safety) based on preliminary estimates received during the FY 2013/2014 budget cycle.

Therefore, thirty thousand dollars (\$30,000) of additional funds are needed to increase the required scope of the Buildings – Town Hall / Public Safety line item within the Capital Projects Fund Expenditures fund (Account #301-5300-539-62140) via receipt of a transfer from the General Fund (Account #301-0000-381-38101). Additional funds are available in the General Fund unassigned Fund Balance (reserves) (Account #001-0000-399-39900); requiring a transfer of thirty thousand dollars (\$30,000) to the Capital Projects Fund (Account #001-3900-581-91301).

### **Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	5/5/2016	Resolution
Exhibit A - Agreement	5/3/2016	Agreement

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00) WITH A-1 PROPERTY SERVICES GROUP, INC. TO COMPLETE THE TOWN HALL RE-ROOF PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2015/2016 BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Southwest Ranches Town hall needs a new roof; and

**WHEREAS**, this project is specifically named in the FY 2015-2016 Town Budget;  
and

**WHEREAS**, On March 10, 2016, the Town advertised Invitation for Bid (IFB) 16-003 for the Southwest Ranches Town Hall Re-Roof; and

**WHEREAS**, on April 20, 2016, the Town received two (2) responses; and

**WHEREAS**, after reviewing the bids, it was determined that A-1 Property Services Group, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, the Town budgeted \$150,000 for this improvement; and

**WHEREAS**, A-1 Property Services Group, Inc.'s revised bid tabulation, as negotiated and modified, as the lowest responsive and responsible bidder, came in at \$180,000; and

**WHEREAS**, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

**WHEREAS**, Thirty Thousand Dollars (\$30,000.00) of additional funds are needed to increase scope of the Buildings – Town Hall / Public Safety line item within the Capital Projects Fund Expenditures fund (Account #301-5300-539-62140) via receipt of a transfer from the General Fund (Account #301-0000-381-38101); and

**WHEREAS**, additional funds are available in the General Fund unassigned Fund Balance (reserves) (Account #001-0000-399-39900); requiring a transfer of Thirty

Thousand Dollars (\$30,000.00) to the Capital Projects Fund (Account #001-3900-581-91301); and

**WHEREAS,** the Town Council has determined that it is desirable to amend the Fiscal Year 2015-2016 Adopted Budget to account for variances in desired expenditures; and

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

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

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

**Section 2.** The Town Council hereby approves an Agreement in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) with A-1 Property Services Group to re-roof the Town Hall, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

**Section 3.** The Town Council hereby approves the transfer of Thirty Thousand Dollars (\$30,000.00) from General Fund unassigned Fund Balance (reserves) (Account #001-0000-399-39900) to the Capital Projects Fund (Account #001-3900-581-91301) to make such expenditure; and

**Section 4.** 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 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 \_\_\_\_\_, \_\_\_\_\_ on a motion by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

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

\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

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**EXHIBIT “1”**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**A1 Property Services Group Inc.**

**FOR**

**SOUTHWEST RANCHES TOWN HALL RE-ROOF**

**IFB No. 16-003**

AGREEMENT FOR

SOUTHWEST RANCHES TOWN HALL RE-ROOF

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 9th day of May 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and A1 Property Services Group Inc. (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to replace the roof at the Southwest Ranches Town Hall (Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-003 on March 10, 2016 (“IFB”); and

**WHEREAS**, two (2) bids were received by the Town on April 20, 2016; and

**WHEREAS**, the Town has adopted Resolution No. 2016 - \_\_\_\_ at a public meeting of the

Town Council approving the recommended award and has selected A1 Property Services Group 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 “1” 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.



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 attendant to the execution of the Work and such existing site and other conditions have been accounted for within the Contract Price (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 or for latent defects which may appear after the warranty period, 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 the Southwest Ranches Town Hall Re-Roof.
- 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 (other than punchlist work) has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Southwest Ranches Town Hall Re-Roof, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

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 an act of God, or act or omission on the part of the Town, or additional out of scope work is authorized by the Town in accordance with a properly executed Change Order, and such act or omission or 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 of 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 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 \$ **One-hundred eighty thousand (\$180,000.00) Dollars**. ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 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, including but not limited to liquidated damages 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) 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 to Town the required insurance documents in the manner prescribed herein and in the ITB 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 **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **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 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.
- 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), but only 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, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

**Section 11: Non-discrimination**

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, National origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and 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 due to the termination 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 applicable to the Work, failure to carry out the Work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of local, 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 18.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement or other funding source applicable become unavailable, Town may provide Contractor with seven (7) 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 18.

**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 Contract price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as an acceptance of the Work or 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 or in equity.

**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 17<sup>th</sup> 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. The parties further agree that as a condition precedent to litigation of any claims arising out of or relating to this Agreement, the parties shall engage in pre-suit mediation before an agreed upon mediator and the parties shall split the costs equally of the mediation. If the parties cannot agree to a mediator, the parties agree conduct mediation in accordance with the American Arbitration Association, with the Construction Industry Mediation Procedures applicable thereto. The venue for any mediation shall be in Broward County, Florida. If litigation is initiated by either party without complying with the mediation requirements herein, the parties agree that such litigation shall be stayed pending compliance. 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:

Yosvany Madruga, President  
A1 Property Services Group Inc.  
890 SW 69<sup>th</sup> Avenue  
Miami, Florida 33144

**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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
SOUTHWEST RANCHES TOWN HALL RE-ROOF  
IFB No. 16-003

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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 by Town 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.
- 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  
SOUTHWEST RANCHES TOWN HALL RE-ROOF  
IFB No. 16-003

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: A1 Property Services Group 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 May, 2016.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

A1 Property Services Group, Inc.  
\_\_\_\_ day of May, 2016

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_

Jeff Nelson, Mayor

\_\_\_\_ day of May, 2016

By: \_\_\_\_\_

Andrew D. Berns, Town Administrator

\_\_\_\_ day of May, 2016

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney



**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**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitzkreuz, Council Member**  
**Gary Jablonski, Council Member**

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Town Administrator  
**FROM:** December Lauretano-Haines  
**DATE:** 5/12/2016  
**SUBJECT:** Requesting SFWMD incorporate two bridges into C-11 Impoundment area design

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### **Recommendation**

To consider approval of a resolution requesting the South Florida Water Management District to incorporate into their design of the C-11 Impoundment Area two dedicated multi-purpose recreational trail bridges; to advocate for and defend these improvements with the Army Corps of Engineers who will be responsible for construction.

### **Strategic Priorities**

C. Reliable Public Safety

E. Cultivate a Vibrant Community

### **Background**

The South Florida Water Management District's C-11 West Basin Pollution Reduction Action Plan includes construction of a stormwater treatment impoundment north of the C-11 canal with a large pump structure that will adversely impact east-west continuity of an existing, widely used, mixed use recreational trail established through a cooperative agreement between the Town and SFWMD in 2003.

The Trail provides a unique, safe and environmentally sustainable greenway for joggers, bicyclists, equestrians and nature enthusiasts, is consistent with multiple sections in the Town's Comprehensive Plan, both for Recreation and Open Space as well as transportation Elements and also provides an essential link to the Broward County Greenway System, the Town of

Davie's recreational trail, and the City of Weston's trail.

Construction of the two proposed bridges would alleviate safety issues: providing safer access to the trail by moving trail users away from the south bank of the C-11 canal (within 20 feet of the heavily-traveled multi-lane Griffin Road traffic); is consistent with the Town's Comprehensive Plan to seek partnerships to maintain and enhance water bodies and open space; and is thus necessary to protecting the health, safety, and welfare of Town residents and all County Greenway System users.

**Fiscal Impact/Analysis**

No Fiscal Impact

**Staff Contact:**

December Lauretano-Haines Parks, Recreation and Open Space Coordinator

**ATTACHMENTS:**

Description	Upload Date	Type
SFWMD C-11 Bridge Request Reso	5/4/2016	Resolution

## **RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REQUESTING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("SFWMD") INCORPORATE INTO THE DESIGN PLANS FOR AN IMPOUNDMENT AREA TWO BRIDGE CROSSINGS OVER THE C-11 CANAL; URGING SFWMD TO ADVOCATE FOR AND DEFEND THIS DESIGN FEATURE TO THE U.S. ARMY CORPS OF ENGINEERS SO IT MAY BE INCLUDED IN THE FINAL DESIGN PLAN; EXPRESSING SUPPORT FOR THIS PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the South Florida Water Management District ("SFWMD") is implementing the C-11 West Basin Pollution Reduction Action Plan to help reduce the amount of phosphorus entering the Everglades from the C-11 West Basin; and

**WHEREAS**, as part of this endeavor, SFWMD is planning to construct a stormwater treatment impoundment project north of the C-11 canal to reduce elevated levels of total phosphorous generated within the C-11 West Basin; and

**WHEREAS**, the impoundment project includes a large pump structure that will adversely impact east-west continuity of the existing and widely used C-11 Trail, a mixed use recreational trail located within the C-11 Right of Way and established through a cooperative agreement between the Town and SFWMD in 2003; and

**WHEREAS**, the C-11 Trail provides a unique, safe and environmentally sustainable greenway trail enjoyed by joggers, bicyclists, equestrians and nature enthusiasts that is consistent with Recreation and Open Space Element ("ROS") Goal 1 and ROS Objective 1.4 as enumerated in the Town's Comprehensive Plan; and

**WHEREAS**, the C-11 Trail provides an essential and uninterrupted link to Broward County Greenway System, the Town of Davie's recreational trail, and the City of Weston's trail; and

**WHEREAS**, the construction of the two proposed bridges relieves the Town's safety concerns by providing safer access to the trail by moving trail users away from the south bank of the C-11 canal which is within 20 feet of a heavily traveled multi-lane roadway where conditions have necessitated the recent construction of guardrails as a result of recent traffic fatalities; and

**WHEREAS**, consistent with the Town's Comprehensive Plan ROS Policy 1.4-a. which seeks partnerships to maintain and enhance water bodies and open space, the Town supports this project and SFWMD's efforts to incorporate the construction of these two bridges in impoundment project's final design as it will enhance the user's experience and help the local economy by creating a prized destination for equestrian and nature enthusiasts from across the region; and

**WHEREAS**, the Town Council believes that supporting the construction of these two bridges in its recommended strategic locations is necessary to protecting the health, safety, and welfare of its residents and all County Greenway System users.

**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 hereby reaffirms its commitment to the restoration of the Everglades and further recognizes the importance of improving the quality of water discharged to the Everglades from the C-11 West Basin; and

**Section 3.** The Town urges SFWMD to develop and defend the development and maintenance of two Americans with Disabilities Act compliant bridges for multipurpose recreational access into the final design plan for the impoundment project that will be presented to the U.S. Army Corps of Engineers ("Corps") for approval; and

**Section 4.** The Town strongly urges that two bridges be constructed in as close proximity as possible to the new pump structure in order to maintain as much of the east-west continuity on the north side trail as possible for the benefit of trail users with a focus on minimizing trail usage on the Canal's south side for safety reasons; and

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016, on a motion by \_\_\_\_\_,  
Seconded by \_\_\_\_\_.

[SIGNATURES ON NEXT PAGE]

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Jeff Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

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

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**Gary Jablonski, Council Member**

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 5/12/2016  
**SUBJECT:** Residential Building Permit Fee Reduction

---

### **Recommendation**

Consideration to approve the resolution.

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

### **Background**

On March 22, 2012 the Town Council established a comprehensive fee schedule which promulgated Fire Department Permit Fees, Building Department Fees, and Public Works Fees. The resolution provided that the Town's building permit services provider would charge 1.75% of the cost of construction for residential construction. Due to a significant increase in the cost of construction, current Town fees are significantly higher than when the fees were established in 2012.

The Town Council, in response to community feedback, wishes to reduce the fees for residential construction. In discussions with our building permit services provider C.A.P. Government, Inc. the cost factor for residential construction has been reduced from 1.75% to \_\_\_\_%.

This will result in a reduction of \$\_\_\_\_\_ in permit fees on a home with a construction value

of \$1 million.

**Fiscal Impact/Analysis**

As of the date of this memo, the rate negotiated with our contracted building permit services provider has not yet been set. Therefore, the total financial implication cannot be estimated accurately. Net revenue to the contractor, as well as the Town will be significantly reduced, providing for savings to our residents and contractors. Projections from the Town Financial Administrator will be distributed prior to the meeting.

**Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	5/5/2016	Resolution

**RESOLUTION NO. 2016 –**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2012-031 BY ELIMINATING THE MASTER PLAN PERMIT FEE AND PLAN PROCESSING FEE FOR RESIDENTIAL BUILDING PERMITS, CLARIFYING THAT THE MINIMUM BASE PERMIT FEE FOR RESIDENTIAL CONSTRUCTION IS THE GREATER OF \$90 PER DISCIPLINE OR 1.75% OF THE JOB VALUE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 22<sup>nd</sup>, 2012, pursuant to Resolution 2012-031, the Town Council established a fee schedule, which in part provided for building permit fees to be charged by the Town's contracted building department services provider, C.A.P. Government, Inc.; and

**WHEREAS**, since that time, residential construction values have dramatically increased thereby significantly escalating the costs of permits issued for residential construction; and

**WHEREAS**, the Town Council wishes to reduce the total costs of residential building permits.

**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 amends Exhibit "B" of Resolution No. 2012-031 by eliminating the Master Plan Permit Fee and Plan Processing Fee.

**Section 3:** The Town Council hereby clarifies Exhibit "B" of Resolution No. 2012-031 by restating that the "Minimum base permit fee" for residential construction is the greater of \$90 per discipline or 1.75% of the job value.

**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 \_\_\_\_\_, 2016, on a motion by  
\_\_\_\_\_ and seconded by \_\_\_\_\_.

Nelson \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Fisikelli \_\_\_\_\_  
Jablonski \_\_\_\_\_

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

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

March 24, 2016

13400 Griffin Road

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Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:08 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Presentation to Juanita Romance**

A plaque was presented to Juanita Romance recognizing her many years of dedicated service to the Town and wishing her well on her retirement.

**4. Presentation – 2015 CAFR – Beila Sherman, CPA – Marcum, LLP**

A presentation was made by Beila Sherman, CPA, of the external auditing firm of Marcum, LLP. Ms. Sherman indicated that the Town's 2015 Comprehensive Annual Financial Report (CAFR) was complete with no material weaknesses found.

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

**MOTION:** TO ACCEPT THE 2015 CAFR AS PRESENTED.

**5. Public Comment** – The following members of the public addressed the Town Council: Newell Hollingsworth, Bob Hartmann, Aster Knight, Kathy Cox, Brian Skelly, Leigh Wessel, and Debbie Green.

**6. Board Reports**

None.

**7. Council Member Comments**

Council Member Breitkreuz acknowledged the public comments concerning the need to increase the number of guardrail openings along Griffin Road for equestrian access. He indicated that the Town would need to work with the County on this issue. He spoke about the Community Emergency Response Team (CERT) training he is currently attending at Davie Fire. He

encouraged other residents to take this course. He also spoke about the SaferBy4 Initiative which sought to reduce the instances of preventable child deaths from drowning and sleep. Lastly, he spoke about recent road resurfacing that had generated complaints along SW 205<sup>th</sup> Avenue, SW 208<sup>th</sup> Avenue, SW 209<sup>th</sup> Avenue, SW 210 Avenue and SW 50<sup>th</sup> Place. He indicated that he walked the edges of many of these roadways and felt that they looked good but the swales were not yet complete.

Council Member Fisikelli expressed support for the equestrians who requested more guardrail openings along Griffin Road.

Vice Mayor McKay also expressed support for the equestrians who requested more guardrail openings along Griffin Road. He thanked them for bringing this issue to the Town's attention and promised to work to resolve this issue.

Council Member Jablonski thanked Juanita Romance for her dedication and years of service. He indicated that he had also walked the roads spoken about by Council Member Breitzkreuz, and found them to be in satisfactory condition. He also indicated that the Town would be lobbying the County for additional guardrail openings along Griffin Road.

Mayor Nelson agreed with Council Member Jablonski regarding the requested guardrail openings along Griffin Road. He thanked Juanita Romance for her service and wished her well on her retirement. Lastly, he spoke about his enjoyment in attending the Southwest Ranches Parks Foundation Chili Cook Off.

## **8. Legal Comments**

Town Attorney Poliakoff thanked the Governor, the Legislature, and the Town's lobbyists for receiving funding for the completion of the Stirling Road guardrail project. He spoke about his attendance at the Fourth District Court of Appeals (DCA) to watch the oral arguments in the case between CCA and Pembroke Pines. He advised that the central issue to be answered is whether or not Pembroke Pines was required to provide water and sewer to that site. He would be monitoring the case and will advise once a decision is rendered.

## **9. Administration Comments**

Town Administrator Berns informed the Town Council that the Town did receive the \$300,000 appropriation from the State to complete the Stirling Road guardrail project. He also announced that the Town was just awarded a \$50,000 FRDAP Grant to complete the ballfields at Country Estates Park. He advised that Assistant Chief Downey would be on hand at the April 14<sup>th</sup> meeting to make a presentation regarding the SaferBy4 Initiative. He thanked Beila Sherman, of Marcum LLP and her staff for their cooperative efforts with the audit. He informed that the County had concluded their traffic count update along Griffin Road in anticipation of the charter school opening in the fall. He spoke of the collaborative effort between the South Florida Water Management District, the County, and the Town regarding the guardrail openings along western Griffin Road. In discussions he had, he believed the additionally requested opening could be in place within a few weeks.

Resolutions**10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A THIRD MODIFICATION TO THE AGREEMENT WITH CLEANING SYSTEMS, INC. FOR TOWN HALL JANITORIAL SERVICES; APPROVING A MONTH TO MONTH TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE THIRD MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**MOTION:** TO APPROVE THE RESOLUTION.

**11. Public Hearing: Purchase From Corrections Corporations of America (CCA) Approximately 24.4373 Acres of Real Property**

The following members of the public addressed the Town Council regarding this item: Bob Hartmann, Jim Laskey, Newell Hollingsworth, and Jill Aronofsky.

**12. Potential Development of Vacant Properties**

Vice Mayor McKay indicated that he has been approached by many people who have desired to develop parcels owned by the Town, namely the 5 acre site previously designated as the Town Hall site. He wished to gauge the Town Council's interest in developing this site. Another site he sought input on was a 50 acre site owned by Master's Academy which he understood they were in the process of trying to sell. Lastly, he spoke about the parcel at the northwest corner of Flamingo Road and Sheridan Street. He felt it was important to get Council feedback on their interest level prior to developers spending a lot of money to bring a project forward only to be rejected.

Council Member Breitkreuz felt that the properties mentioned are important ones in terms of the Town's long range planning. He was not in favor of developing commercially the parcel previously designated as a Town Hall site along Griffin Road and Dykes Road. He preferred that it stay as is. He felt that the site at Flamingo and Sheridan was an ideal site for development as long as the residential properties behind it could protected. He had no comment on the Master's Academy site.

Council Member Fisikelli indicated that the Sessa property on Dykes Road was also on the market.

Council Member Jablonski indicated that he preferred the property previously designated as a Town Hall site was fine the way it is. He felt that the Master's Academy site was not in the conversation as the Town did not own it. As for the property on Sheridan Street and Flamingo Road he favored residential development. Council Member Breitkreuz clarified his earlier statement and indicated that he preferred residential development on Flamingo and Sheridan

Street but could support the right commercial development as long as the residential areas behind it would be protected.

Vice Mayor McKay asked what the procedure would be for developers who wish to bring a project forward. Mayor Nelson felt there already was a mechanism in place to get Council feedback. As for the Sheridan and Flamingo property, he reminded that Pembroke Pines would not provide water and sewer to that site so it would restrict potential projects to residential. As for the property previously designated as a Town Hall site he favored leaving it as is.

Council Member Breitkreuz suggested that developers go through the Comprehensive Planning Advisory Board and then it should go to Council for consideration. He felt this topic should be vetted further so public input can be garnered.

Council Member Jablonski felt that the majority of the properties discussed are not owned by the Town and felt that the property owners should be initiating the conversation.

Vice Mayor McKay expressed frustration with the current process. Town Attorney indicated what the law provides as far as the process is concerned for Quasi-Judicial matters.

### **13. Broward League of Cities Board of Director Appointments**

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

**MOTION:** TO APPOINT FREDDY FISIKELLI AS DIRECTOR, VICE MAYOR MCKAY AS ALTERNATE, AND COUNCIL MEMBER BREITKREUZ AS SECOND ALTERNATE.

### **14. Adjournment – Meeting was adjourned at 9:03 p.m.**

*Respectfully submitted:*

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

*Adopted by the Town Council on  
this 12<sup>th</sup> day of May, 2016.*

---

*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.



**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

April 14, 2016

13400 Griffin Road

---

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:21 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Presentation – SaferBy4 Initiative – Assistant Chief Julie Downey**

Assistant Chief Julie Downey of Davie Fire Rescue spoke about this public awareness initiative to reduce the amount of child drownings and sudden infant deaths.

**3. Public Comment** – The following member of the public addressed the Town Council: Vince Falletta, Nicolas Stankov, Sarah Hanley, Mike Hanley, Newell Hollingsworth, Jim Laskey, and Bob Hartmann.

**4. Board Reports**

None.

**5. Council Member Comments**

Council Member Breitreuz also acknowledged the public comments concerning traffic enforcement needed along Stirling Road and Hancock Road. He was pleased to see the utilization of Country Estates Park. He spoke of the upcoming road renaming initiative. Lastly, he supported the public comments made concerning the conservation area east of US Highway 27 and asked that the Town lobby the South Florida Water Management District to preserve it.

Council Member Fisikelli wanted to see the Adopt A Street reestablished and asked Town Administrator Berns about it. Town Administrator Berns advised that the County changed the interlocal trash agreement which contained the Adopt A Street. As the Town did not participate in that agreement it made the Adopt a Street program cost prohibitive. He further advised that a recent newsletter article sought to solicit the interest of the community in creating our own version of an Adopt A Street program and it was met with little interest. However he indicated that he would seek the community's interest once again.

Vice Mayor McKay spoke about Resolution 2003-52 passed by the Town Council in 2003 which was a cooperative agreement with the South Florida Water Management District for the development of a mixed use recreational trail. He asked that the revised resolution being prepared in response to the comments made during Public Comment about the impoundment area and crossing over the C-11 canal contain the map of the trail. He also volunteered to bring the executed resolution to the municipalities joining in on this request.

Council Member Jablonski spoke about the Fish Fry event on April 30<sup>th</sup>, and the Food Truck event on May 14<sup>th</sup> which were fundraising event for the Schools Education Advisory Board Scholarship Fund. He advised that the Rural Public Arts Board has made recommendations for the Town Entranceway signs. He asked that this be placed on an upcoming agenda. Lastly, in response to public comments he asked everyone to reflect how quickly the County responded to the Town's request to install guardrails along Griffin Road west of Bonaventure Boulevard. He reminded everyone that last year a high priority and a great deal of urgency was placed on getting these guardrails. He believed it prudent to wait until the guardrail improvement project was completed before requesting any additional openings for equestrian access.

Mayor Nelson agreed with Council Member Jablonski regarding the County's prompt response on the guardrail project and felt it was important not to lose sight on why the project was needed and how quickly it moved along. He announced that the Town officially closed on the property formerly known as the CCA site. He indicated that the Town would explore opportunities for the development of this parcel. Lastly, he spoke of the Broward MPO meeting he attended earlier in the day and some of the hurdles that would be faced in placing the Transportation Surtax on the November ballot.

## **6. Legal Comments**

Town Attorney Poliakoff agreed with Mayor Nelson's sentiments regarding the public comments made regarding the guardrail project. He spoke of staff's efforts to meet with the County and other jurisdictions to get this project approved and funded. He advised that the Town was also funded in the recent legislative session to complete the Stirling Road guardrail project. He also spoke about the surtax initiative that is being considered by the County and was unsure if it would pass based on the lack of details. He felt there would be a great deal of opposition to this measure. He advised that Broward County Commissioner Furr is seeking to bring all of the Broward municipalities together to develop a consortium that would manage waste management in the County. He indicated that the depositions of Mayor Ortis and Commissioner Castillo of Pembroke Pines has been postponed for later in the month as there was an enormous amount of documentation to review in preparation of the deposition. Lastly, he advised that the attorney representing New Testament Baptist Church wished to discuss a settlement proposal in which the Church would sell half of their parcel for residential development. He advised that he would inform the Council when further details are discussed. Council Member Breitzkreuz asked what the status of the Fire contract with Davie. Town Attorney Poliakoff indicated that administration was reviewing the contract and as it progressed further he would review the contract proposals.

## **7. Administration Comments**

Town Administrator Berns informed the Town Council that staff was indeed reviewing the Fire contract with Davie. He advised that once staff concluded its review he would solicit input from the Fire Advisory Board before any meeting with Davie. He announced the presence of our new Town Engineer Rod Ley and welcomed him to his first meeting. He advised that Assistant Town Administrator/Town Clerk Muñiz was compiling information regarding the Town's building permit fees in relation to other municipalities in the area. He invited Council Members to see the boardwalk along the natural areas near his home in western Palm Beach County to envision what the conservation area proposed during public comment could look like. He also spoke of the planned ballfields in Country Estates Park. He informed that the Town had received a \$50,000 grant for this project and the Southwest Ranches Parks Foundation has pledged support as well.

### Ordinance - 1st Reading

**8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 13.3 ACRES, OWNED BY THE SOUTH BROWARD DRAINAGE DISTRICT, FROM RURAL RANCH DISTRICT TO COMMUNITY FACILITY DISTRICT; GENERALLY LOCATED ON THE WEST SIDE OF DYKES ROAD BETWEEN SW 61ST COURT AND SW 66TH STREET; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE. APPLICATION NUMBER RZ-20-16. {Second Reading - April 28, 2016}**

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

**MOTION:** TO APPROVE THE ORDINANCE.

### Resolutions

**9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2016 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.**

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

**MOTION:** TO APPROVE THE RESOLUTION.

**10. Adjournment** – Meeting was adjourned at 8:29 p.m.

*Respectfully submitted:*

---

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

*Adopted by the Town Council on  
this 12<sup>th</sup> day of May, 2016.*

---

*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.