



# Southwest Ranches Town Council

REGULAR MEETING  
Agenda of July 28, 2016

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

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<b><u>Mayor</u></b> Jeff Nelson	<b><u>Town Council</u></b> Steve Breitkreuz Freddy Fisikelli Gary Jablonski	<b><u>Town Administrator</u></b> Andrew D. Berns	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D.
<b><u>Vice-Mayor</u></b> Doug McKay		<b><u>Town Financial Administrator</u></b> Martin Sherwood, CPA CGFO	<b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MMC

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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**

## Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own

motion or at the request of any person, continue the hearing to a fixed date, time and place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

**3. Rolling Oaks Estates Site Plan**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ROLLING OAKS ESTATES SITE PLAN, APPLICATION NO. SP-60-15, FOR EIGHTEEN SINGLE-FAMILY DETACHED DWELLING UNITS ON APPROXIMATELY 37.95 ACRES, LEGALLY DESCRIBED AS THE CLINGAN'S COVE PLAT, AS RECORDED IN PLAT BOOK 168, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY LOCATED ON THE WEST SIDE OF SW 178TH AVENUE AT SW 58TH STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**4. Public Comment**

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

**5. Board Reports**

**6. Council Member Comments**

**7. Legal Comments**

**8. Administration Comments**

**Ordinance - 1st Reading**

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ESTABLISHING A NEW LAND USE DESIGNATION ENTITLED, "US HIGHWAY 27 BUSINESS" WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {REQUIRES A SUPERMAJORITY VOTE}**

## Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2017; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A DISABLED VETERANS EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDING A NEIGHBORHOOD SAFETY GRANT IN THE AMOUNT OF SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) TO THE ROLLING OAKS CIVIC ASSOCIATION (ROCA); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

14. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER IN THE AMOUNT \$16,800.00 TO WEEKLEY ASPHALT PAVING INC. TO COMPLETE THE SW 54TH PLACE AND SW 207TH TERRACE DRAINAGE IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.**
15. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ELEVEN THOUSAND THREE HUNDRED AND TWO DOLLARS (\$11,302) WITH SOUND PLANNING DISTRIBUTORS, INC. TO COMPLETE THE COUNCIL CHAMBERS TECHNOLOGY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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**

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 7/28/2016  
**SUBJECT:** Rolling Oaks Estates Site Plan

### **Recommendation**

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with conditions such those listed in the staff report.

### **Strategic Priorities**

E. Cultivate a Vibrant Community

### **Background**

The Town approved the Rolling Oaks Estates Site Plan in 2006. The approval subsequently lapsed and the property went into foreclosure. A new developer is now requesting reapproval of the site plan.

### **Fiscal Impact/Analysis**

None.

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
staff report	7/15/2016	Backup Material
Site Plan	3/31/2016	Backup Material
Lobbyist/Disclosure Form	4/5/2016	Backup Material
Mail Notification Map	4/5/2016	Backup Material
resolution	7/15/2016	Resolution
agenda memo	7/15/2016	Executive Summary

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

July 28, 2016

- SUBJECT:** Site Plan Application SP-60-15; Rolling Oaks Estates
- LOCATION:** Generally located on the west side of 178<sup>th</sup> Avenue at SW 58<sup>th</sup> Street
- OWNER:** 200 Leucadendra LLC
- PETITIONER:** Barbra Hall, Esq., Greenberg Traurig
- AGENT:** HSQ Group, Inc.
- LAND USE PLAN DESIGNATION:** Rural Ranches
- ZONING:** RR-Rural Ranch
- EXHIBITS:** Aerial Photograph, Resolution no. 2007-067, Site Plan, Mailing Notice List, Lobbyist Registration and Ethics Form.

**BACKGROUND AND ANALYSIS**

The Town Council approved a site plan for the subject property on June 8, 2006 via Resolution No. 2006-069. The approved plan was for 18 single-family lots on 37.95 gross acres, consistent with the approved plat of the property that pre-dates the Town's formation. The original site plan approval was modified in 2007 via Resolution No. 2007-067 to increase the allowable height of the berm along SW 178<sup>th</sup> Avenue.

The original developer constructed SW 58<sup>th</sup> Street, drainage improvements and the SW 178<sup>th</sup> Avenue landscape buffer recorded homeowner association documents, and sold Lot 10 to a third party. The timing of the improvements coincided with the downturn in the US economy. As a result, no homes were built, the site plan approval expired, and the property went into foreclosure.

The current developer, which took title to the property in late 2014, is requesting re-approval of the expired site plan. The plan is identical except for the provision of a centralized mailbox unit, which is required by recent USPS regulations that apply to new residential subdivisions.

Under the zoning provisions applicable at the time of platting, roadway easements and water bodies counted toward net lot area calculations. The 18 lots, therefore, are vested

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

as to minimum lot size and width requirements. As per the originally approved plan, there will be no gate, street lights, sidewalks, curbs, or gutters.

The site has access to SW 178<sup>th</sup> Avenue through a 50-foot private roadway, drainage and utility easement. Drainage easements are provided around the perimeter of all lots and a canal easement runs in a north-south direction through Lots 4, 5, 14, and 15.

The proposed site plan maintains the existing SW 178<sup>th</sup> Avenue streetscaping, consisting of an undulating berm with alternating sections of curved, white split rail fence, and low stone wall. The interior street will be landscaped with 145 irrigated Live Oak Trees, spaced 30 feet apart on average.

The Town Attorney has approved the amended home owner's association documents. South Broward Drainage District (SBDD) has determined that the site plan is acceptable. The developer will be required to obtain a SBDD paving and drainage permit.

**RECOMMENDATION**

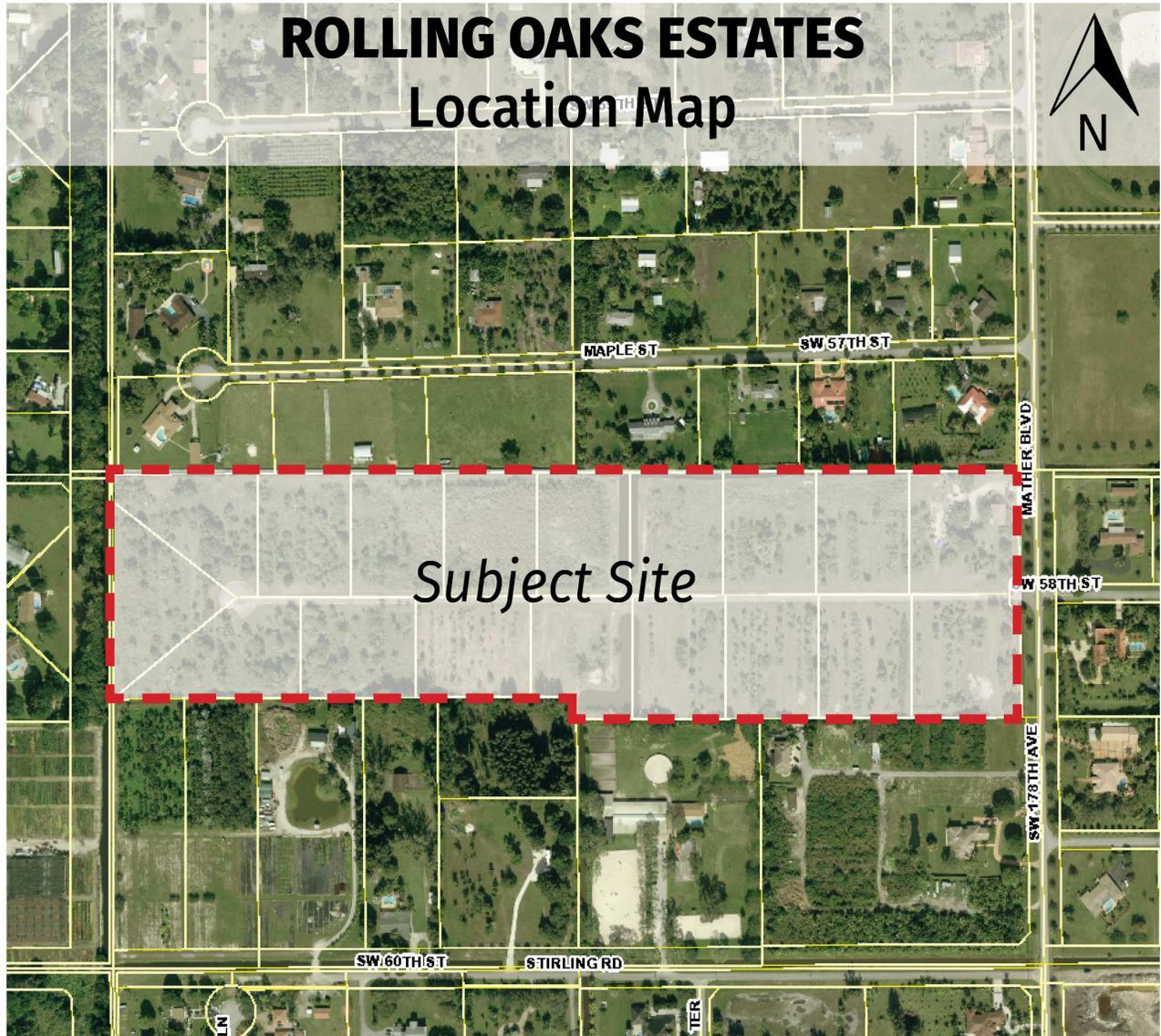
1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council could table this item to seek additional information.
4. The Council could choose to approve this item with conditions such as:
  - (A) Applicant shall relocate the common mailbox. As proposed, it is too close to the ingress/egress points and potentially creates conflict. Applicant shall shift the mailbox location to the west, provide an easement as necessary, and provide a pull-off parking space to access the mailboxes.
  - (B) Applicant shall provide mailbox plan detail for administrative approval, which shall include any protective canopy structure.
  - (C) Applicant shall provide an engineer's opinion of cost for all improvements and changes signed and sealed by a licensed engineer in the State of Florida. Include a 25 percent contingency added to the cost estimate total for bonding purposes. Upon review and approval by the Town Engineer, a bond for all onsite and common area improvements must be issued to the Town of Southwest Ranches.

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

- (D) Applicant shall apply for a site development permit from the Town Engineering Department. The application shall provide and include complete construction plans, drainage calculations, and related development permit application data, signed, dated, and sealed by a registered engineer in compliance with all ULDC requirements and contemporary engineering principals and practice. It is noted that other regulatory permit approvals from agencies having jurisdiction include, but are not limited to the following:
1. Broward County Dept. of Planning and Environmental Protection (Various)
  2. Broward County Engineering Division (Plat Conformance)
  3. Florida Department of Environmental Regulation (NOI and NOT for CGP)
  4. Army Corp of Engineering (Filling Canal Areas)
  5. The South Broward Drainage District
  6. The South Florid Water Management District
  7. The Fire Marshal
- (E) Any sales trailer or model home requires additional approval.
- (F) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.
- (G) All paving, grading and drainage improvements shall pass final inspection and receive approval from the Town Engineer prior to the issuance of the first Certificate of Occupancy.
- (H) Prior to issuance of any engineering permit or building permit, developer/owner shall comply with, or provide evidence of compliance with, Section 2.b. of Resolution No. 2007-067 (attached hereto for reference).
- (I) A complete building permit application for one (1) single-family dwelling must be submitted within twelve (12) months following the date of approval of the site plan. The permit must be issued within eighteen (18) months following the date of site plan approval, and must remain valid and in effect until a Certificate of Occupancy is issued. Failure to make such application and secure and maintain such permit pursuant to the terms of this paragraph shall cause the site plan approval to expire, and become null and void.

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TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT



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**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

**RESOLUTION NO. 2007-067**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MODIFICATION TO THE ROLLING OAKS ESTATES, LLC SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Rolling Oaks Estates Site Plan is described as:

LOTS 1 THROUGH 18 INCLUSIVE, ACCORDING TO THE PLAT OF CLINGAN'S COVE, AS RECORDED IN PLAT BOOK 168 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA AND CONTAINING 37.1069 ACRES, MORE OR LESS; and

**WHEREAS**, the property is generally located on the west side of 178<sup>th</sup> Avenue, North of Stirling Road; and

**WHEREAS**, the property contains approximately 37.95 gross acres, and is comprised of 18 lots; and

**WHEREAS**, on June 8, 2006, pursuant to Resolution No. 2006-069, the Town Council approved a site plan to construct eighteen single family dwelling units on the property in accordance with the Clingan's Cove Plat; and

**WHEREAS**, as part of the site plan approval the applicant agreed that the landscape berm along 178<sup>th</sup> Avenue would be lowered from four feet to two feet; and

**WHEREAS**, notwithstanding this agreement, when the site was developed the berm was installed at a height of four feet, in violation of the approved site plan and in violation of the submitted building permit; and

**WHEREAS**, the applicant desires to rectify this violation by seeking to modify the site plan to increase the berm height from two feet to four feet.

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

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That, at a duly noticed public hearing held on May 11<sup>th</sup>, 2007, following the review of the staff report and all written and oral evidence received during the advertised public hearing, the Town Council hereby approves the modification to the Rolling Oaks Estates, LLC Site Plan subject to the following agreed upon conditions:

- a. That the applicant shall ensure that the berm will meet all of the necessary drainage requirements of the Town and the applicable Water Management District(s).
- b. That to help mitigate the damages caused by the installation of the berm, including but not limited to the aesthetic effect on the community, the applicant has offered to provide the Town with Fourteen Thousand Dollars (\$14,000.00) in direct payment or, at the Town Administrator's sole option, in kind services, to help beautify the Town's Equestrian Park.
- c. All other conditions of the original site plan approval shall remain in full force and effect.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall become effective immediately upon adoption.

Fink	<u>    Y    </u>	Ayes	<u>    5    </u>
Maines	<u>    Y    </u>	Nays	<u>    0    </u>
Breitkreuz	<u>    Y    </u>	Absent	<u>    0    </u>
Knight	<u>    Y    </u>	Abstaining	<u>    0    </u>
Nelson	<u>    Y    </u>		

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 10<sup>th</sup> day of May 2007, on a motion by Council Member Jeff Nelson and seconded by Council Member Aster Knight.

**[Signatures on Following Page]**

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**



Mecca Fink, Mayor

ATTEST:

  
Susan A. Owens, Town Clerk

Approved as to Form and Correctness:

  
Gary A. Poliakoff, J.D., Town Attorney  
FTL\_DB: 1048830\_1

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# ROLLING OAKS ESTATES

## TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA 200 LEUCADENDRA LLC.

PROJECT NUMBER  
1504-27  
SHEET NUMBER  
CS-1

### INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
CS-1	COVER SHEET
SP-1	SITE PLAN
AP-1	ADDRESS PLAN
PD-1	PAVING AND DRAINAGE PLAN - EAST
PD-2	PAVING AND DRAINAGE PLAN - WEST
PD-3	PAVING AND DRAINAGE DETAILS
PD-4	PAVING AND DRAINAGE DETAILS
L-1	LANDSCAPE PLAN
L-2	LANDSCAPE PLAN
L-3	LANDSCAPE PLAN
L-4	LANDSCAPE PLAN
L-5	LANDSCAPE PLAN
L-6	LANDSCAPE DETAILS
TD-1	TREE DISPOSITION
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION PLAN
IR-3	IRRIGATION PLAN
IR-4	IRRIGATION DETAILS



LOCATION MAP

SCALE: 1" = 300'  
SECTION 31 / TOWNSHIP 50 S / RANGE 40 E

LOTS 1 THRU 9 AND 11 THRU 18, "CLINGMAN'S COVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 168 AT PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.  
LOTS 1 THRU 9 AND LOTS 11 THRU 18  
LOT 1 - FOLIO NO. 5040-31-10-0010  
LOT 2 - FOLIO NO. 5040-31-10-0020  
LOT 3 - FOLIO NO. 5040-31-10-0030  
LOT 4 - FOLIO NO. 5040-31-10-0040  
LOT 5 - FOLIO NO. 5040-31-10-0050  
LOT 6 - FOLIO NO. 5040-31-10-0060  
LOT 7 - FOLIO NO. 5040-31-10-0070  
LOT 8 - FOLIO NO. 5040-31-10-0080  
LOT 9 - FOLIO NO. 5040-31-10-0090  
LOT 11 - FOLIO NO. 5040-31-10-0110  
LOT 12 - FOLIO NO. 5040-31-10-0120  
LOT 13 - FOLIO NO. 5040-31-10-0130  
LOT 14 - FOLIO NO. 5040-31-10-0140  
LOT 15 - FOLIO NO. 5040-31-10-0150  
LOT 16 - FOLIO NO. 5040-31-10-0160  
LOT 17 - FOLIO NO. 5040-31-10-0170  
LOT 18 - FOLIO NO. 5040-31-10-0180

(WARRANTY DEED, DATED MARCH 30TH 2012, RECORDED IN OFFICIAL RECORDS BOOK 48624, PAGE 545, BROWARD COUNTY RECORDS).

**DEVELOPER:**  
200 LEUCADENDRA LLC.  
8961 SW 10TH STREET  
MIAMI, FLORIDA 33076

**PLANNER / CIVIL ENGINEER:**  
HSQ GROUP, INC.  
5951 NORTHWEST 173RD DRIVE, SUITE 4  
MIAMI, FLORIDA 33015  
(786) 534-3621

**LANDSCAPE ARCHITECT:**  
WITKIN HULTS DESIGN GROUP  
307 SOUTH 21 AVENUE  
HOLLYWOOD, FLORIDA 33020  
(954) 923-9681

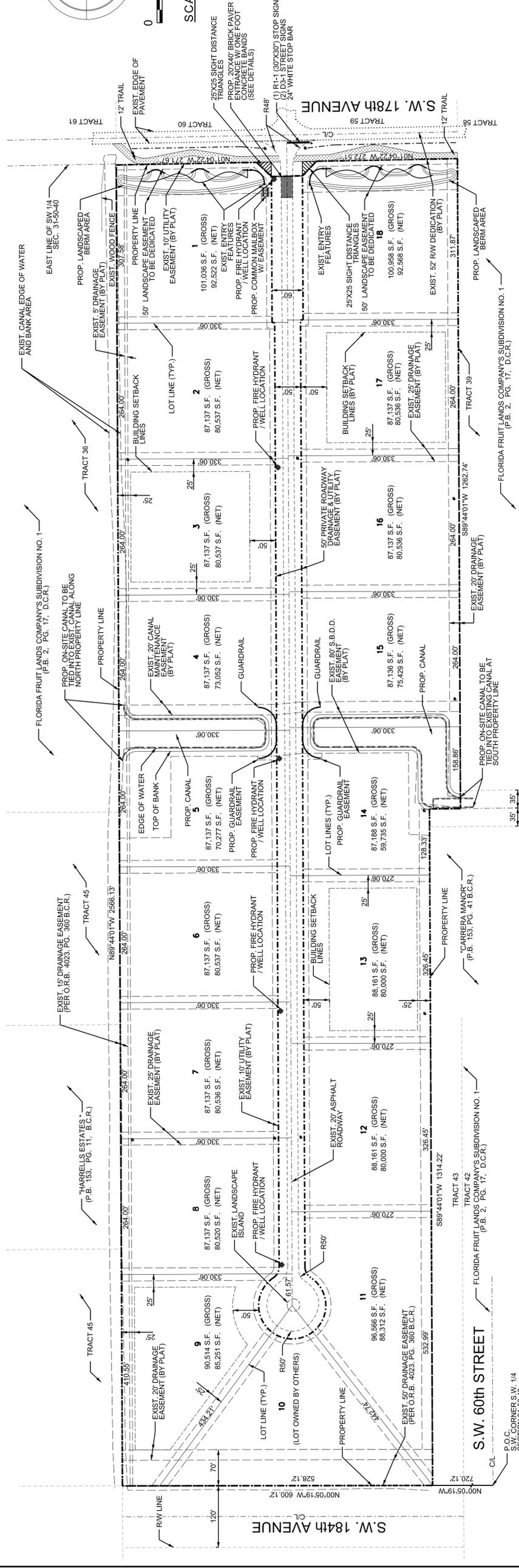
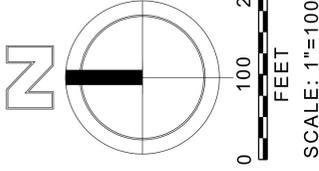
**SURVEYOR:**  
HADONNE, CORP  
8700 W FLAGLER STREET, SUITE 420  
MIAMI, FLORIDA 33174  
(305) 266-1188

Date: 3/4/2016  
Approved by: ANTONIO QUEVEDO  
Registered Engineer Number: 59471  
State of Florida



# SITE PLAN

**HSQ**  
**HSQ GROUP, INC.**  
Engineers · Planners · Surveyors  
5951 Northwest 173rd Drive, Suite 4  
Miami, Florida 33015 · 786.534.3621  
CA26258 · LB7924



**SITE DATA**

LAND USE CLASSIFICATION: RURAL RANCH	ZONING CLASSIFICATION: RURAL RANCHES DISTRICT (RR)
<b>SITE AREA:</b>	<b>DENSITY CALCULATIONS:</b>
BUILDING COVERAGE AREAS: 3.710 AC.	GROSS SITE AREA: 37,950 AC.
POOL & PATIO AREAS: 0.830 AC.	NET SITE AREA: 37,110 AC.
ROADWAY AREAS: 1.231 AC.	NUMBER OF UNITS: 18 SINGLE FAMILY HOMES
DRIVEWAY AREAS: 0.500 AC.	GROSS DENSITY: 0.474 DU./AC.
LOT GREEN AREAS: 21.667 AC.	NET DENSITY: 0.485 DU./AC.
ROADWAY GREEN AREAS: 1.575 AC.	<b>ZONING REQUIREMENTS:</b>
SWALE AREAS: 6.710 AC.	LOT SIZE: 2.0 ACRES MINIMUM
CANAL AREAS: 0.887 AC.	LOT FRONTAGE: 125 FEET MINIMUM
TOTAL NET AREA: 37.110 AC.	LOT COVERAGE: 10% MAXIMUM
RIGHT-OF-WAY DEDICATION: 0.840 AC.	BUILDING HEIGHTS: 35 FEET MAXIMUM
TOTAL GROSS AREA: 37,950 AC.	FENCE & WALL HEIGHTS: 8 FEET MAXIMUM
<b>BUILDING SETBACK &amp; YARD REQUIREMENTS:</b>	GUEST HOUSE: 1,200 S.F. (GROSS) MAXIMUM
FRONT YARDS: 50 FEET	
SIDE YARDS: 25 FEET	
REAR YARDS: 25 FEET	



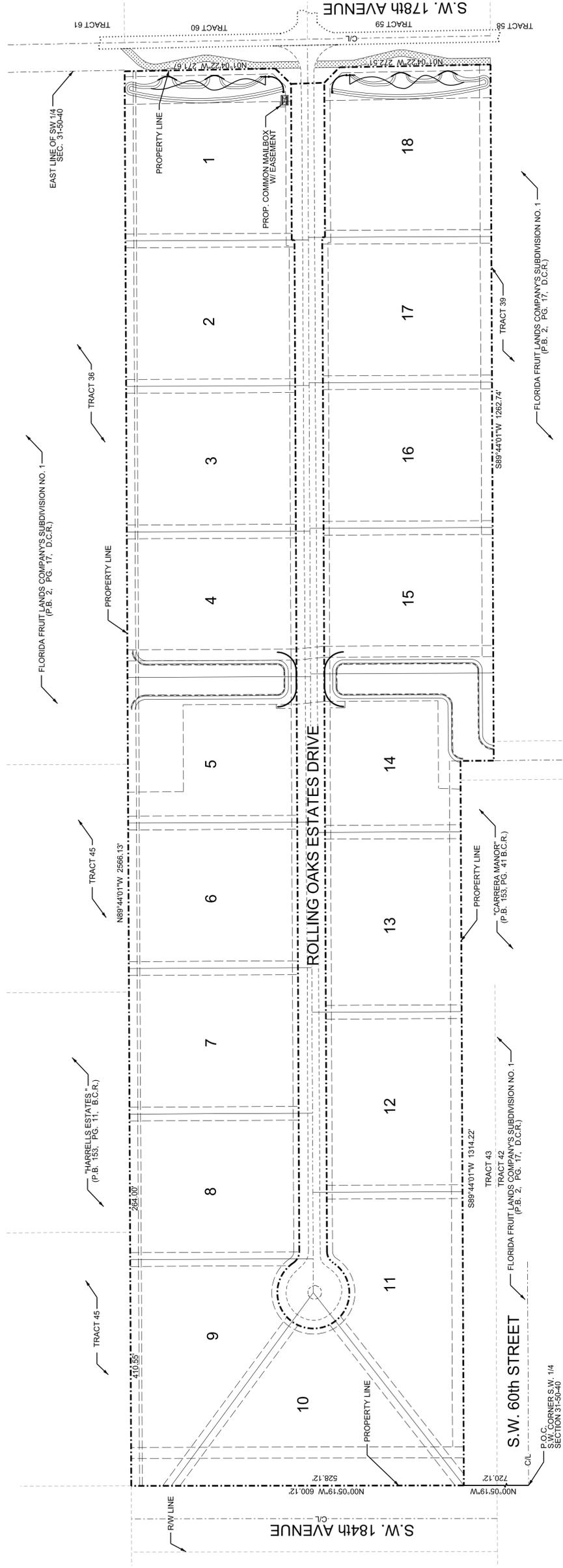
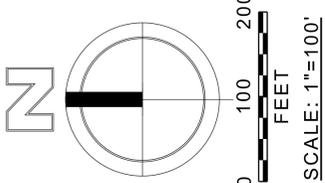
**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 5951 Northwest 173rd Drive, Suite 4  
 Miami, Florida 33015 · 786.534.3621  
 C26258 · LB7924

**ROLLING OAKS ESTATES**  
 SITE PLAN

PROJECT NUMBER  
**1504-27**  
 SHEET NUMBER  
**SP-1**

Approved by: **ANTONIO QUEVEDO** Date: 3/7/2016  
 Designed by: **A.Q.** Date: 05/15  
 Drawn by: **G.H.** Date: 05/15  
 Checked by: **N.S.** Date: 05/15  
 Registered Engineer Number: 59471  
 State of Florida

NO.	DATE	BY	REVISION
1	1/05/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS

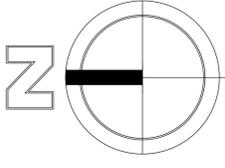


**ADDRESS TABLE**

**SOUTHWEST RANCHES, FLORIDA 33331**

LOT	STREET ADDRESS	LOT	STREET ADDRESS
1	17803 ROLLING OAKS ESTATES DRIVE	10	17818 ROLLING OAKS ESTATES DRIVE
2	17805 ROLLING OAKS ESTATES DRIVE	11	17816 ROLLING OAKS ESTATES DRIVE
3	17807 ROLLING OAKS ESTATES DRIVE	12	17814 ROLLING OAKS ESTATES DRIVE
4	17809 ROLLING OAKS ESTATES DRIVE	13	17812 ROLLING OAKS ESTATES DRIVE
5	17811 ROLLING OAKS ESTATES DRIVE	14	17810 ROLLING OAKS ESTATES DRIVE
6	17813 ROLLING OAKS ESTATES DRIVE	15	17808 ROLLING OAKS ESTATES DRIVE
7	17815 ROLLING OAKS ESTATES DRIVE	16	17806 ROLLING OAKS ESTATES DRIVE
8	17817 ROLLING OAKS ESTATES DRIVE	17	17804 ROLLING OAKS ESTATES DRIVE
9	17819 ROLLING OAKS ESTATES DRIVE	18	17802 ROLLING OAKS ESTATES DRIVE

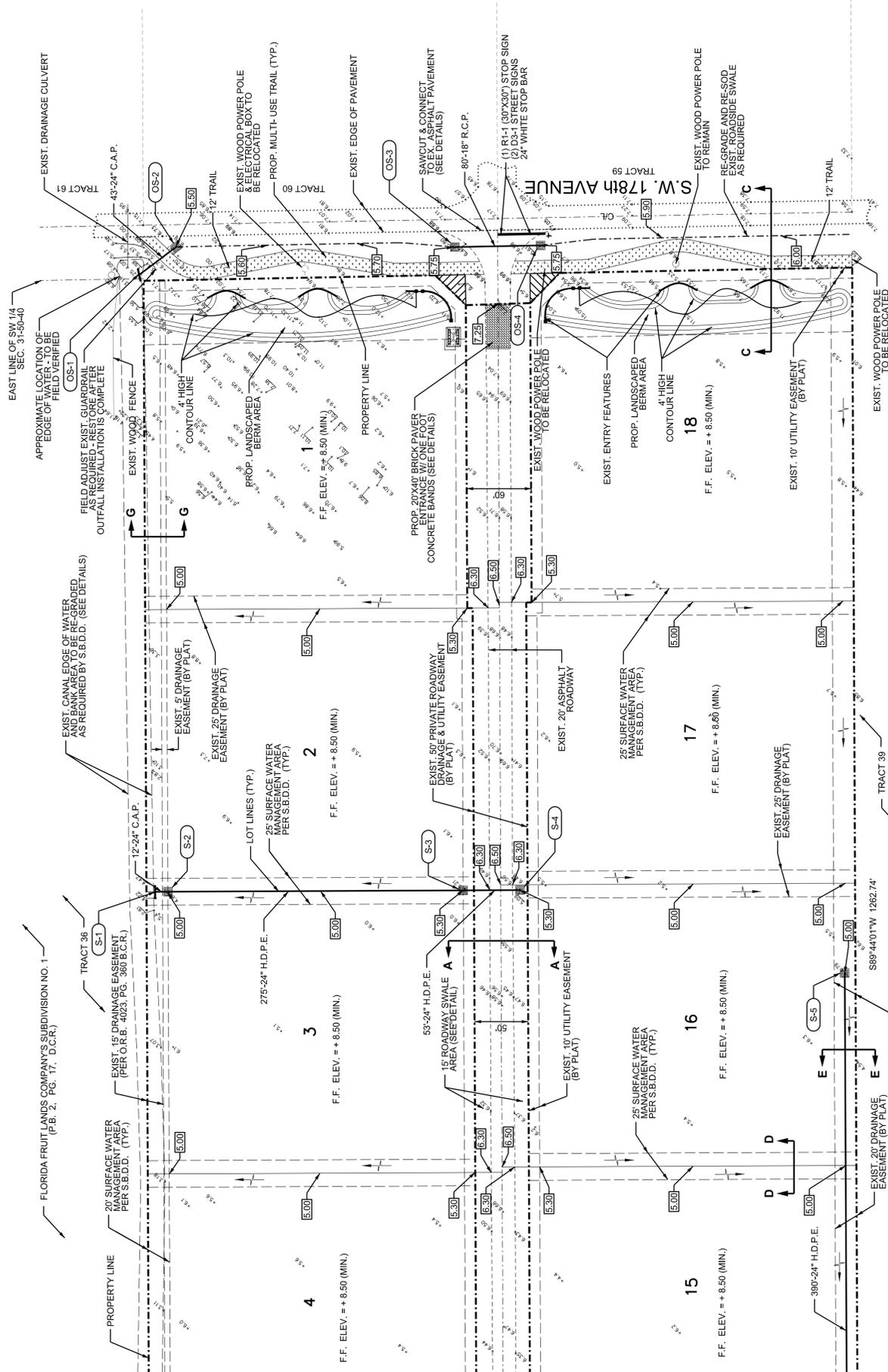
NO.	DATE	BY	REVISION				
2	3/07/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS & SBDD				
1	1/05/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS				
				<b>HSQ GROUP, INC.</b>	<b>ROLLING OAKS ESTATES</b>		
				Address Plan			
				PROJECT NUMBER <b>1504-27</b>			
				SHEET NUMBER <b>AP-1</b>			
				Engineers · Planners · Surveyors 5951 Northwest 173rd Drive, Suite 4 Miami, Florida 33015 · 786.534.3621 C28258 · LB7924			
				Approved by: <b>ANTONIO QUEVEDO</b> Date: 3/7/2016			
				Registered Engineer Number 59471 State of Florida			
				Designed by: A.Q. Date: 05/15			
				Drawn by: G.H. Date: 05/15			
				Checked by: N.S. Date: 05/15			



**LEGEND**

- 100'-24" R.C.P.
- LENGTH - SIZE - MATERIAL
- PAVEMENT FLOW LINE
- PAVEMENT RIDGE LINE
- PAVEMENT SLOPE & DIRECTION
- FLOW DIRECTION
- PROPOSED GRADE
- EXISTING GRADE
- FINISHED FLOOR ELEVATION
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
- CURB INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT
- BACTERIOLOGICAL SAMPLING POINT
- REINFORCED CONCRETE PIPE
- HIGH DENSITY POLYETHYLENE PIPE
- CORRUGATED ALUMINUM PIPE
- WATER MAIN
- GATE VALVE
- FIRE HYDRANT
- RIM ELEVATION
- INVERT ELEVATION
- EDGE OF PAVEMENT
- POLLUTION RETARDANT BAFFLE
- DESIGN WATER ELEVATION
- SAWCUT & WIDENING
- WATER MAIN FITTING ID NUMBER

MATCH LINE A-A (REFER TO SHEET PD-2 FOR CONTINUATION)



**DRAINAGE INLET SCHEDULE**

GENERAL NOTE:  
1. ALL DRAINAGE PIPES AND INLETS ARE EXISTING (AS-BUILT INFORMATION WILL BE PROVIDED DURING FINAL PERMITTING)

- (S-1) 11'-0" CONCRETE ENDWALL (MODIFIED) PER F.D.O.T. INDEX 232 I.E. +1.00 S
- (S-2) TYPE 'D' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. +1.00 N (PRB) I.E. 1.00 S
- (S-3) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 1.00 N I.E. 1.00 S
- (S-4) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 1.00 N I.E. 1.00 W
- (S-5) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 1.00 W
- (OS-1) 11'-0" CONCRETE ENDWALL PER F.D.O.T. INDEX 250 I.C.C. #5.50 I.E. +1.00 SE
- (OS-2) TYPE 'D' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 5.50 I.E. +1.00 NW (PRB)
- (OS-3) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 5.75 I.E. 2.00 S
- (OS-4) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 5.75 I.E. 2.00 N
- (OS-5) TYPE 'C' DITCH BOTTOM INLET PER F.D.O.T. INDEX 232 W/LU S.F. 6606 GRATE I.E. 5.75 I.E. 2.00 W

**GENERAL NOTES**

- EACH LOT WILL HAVE A PRIVATE INDIVIDUAL ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (SEPTIC TANK) INSTALLED (BY OTHERS) DURING THE CONSTRUCTION OF EACH HOME.
- EACH LOT WILL HAVE A PRIVATE INDIVIDUAL ON-SITE POTABLE WATER WELL SYSTEM INSTALLED (BY OTHERS) DURING THE CONSTRUCTION OF EACH HOME.
- THE FINISHED FLOOR ELEVATIONS SHOWN ON THESE PLANS ARE TO BE USED AS MINIMUM ELEVATIONS ONLY. THE ACTUAL FINISHED FLOOR ELEVATIONS WILL BE FINALIZED ONCE THE SEPTIC TANK ELEVATIONS FOR EACH LOT HAVE BEEN DETERMINED AND APPROVED BY THE BROWARD COUNTY HEALTH DEPARTMENT.
- THE EXACT LOCATIONS OF THE DRIVEWAY CONNECTIONS WILL BE DETERMINED FOR EACH INDIVIDUAL LOT ONCE THE BUILDING FLOOR PLANS HAVE BEEN PREPARED, SUBMITTED AND APPROVED BY THE TOWN OF SOUTHWEST RANCHES.
- ALL DRIVEWAYS WITHIN THE ROADWAY EASEMENT WILL HAVE A CULVERT UNDER DRAIN SYSTEM AS SPECIFIED BY THE TOWN OF SOUTHWEST RANCHES CODE COMPLIANCE.

NO.	DATE	BY	REVISION
2	3/07/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS & SBDD
1	1/05/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS



Designed by: A.Q. Date: 05/15  
 Drawn by: G.H. Date: 05/15  
 Checked by: N.S. Date: 05/15

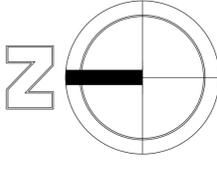
Approved by: ANTONIO QUEVEDO Date: 3/7/2016  
 Registered Engineer Number: 59471  
 State of Florida



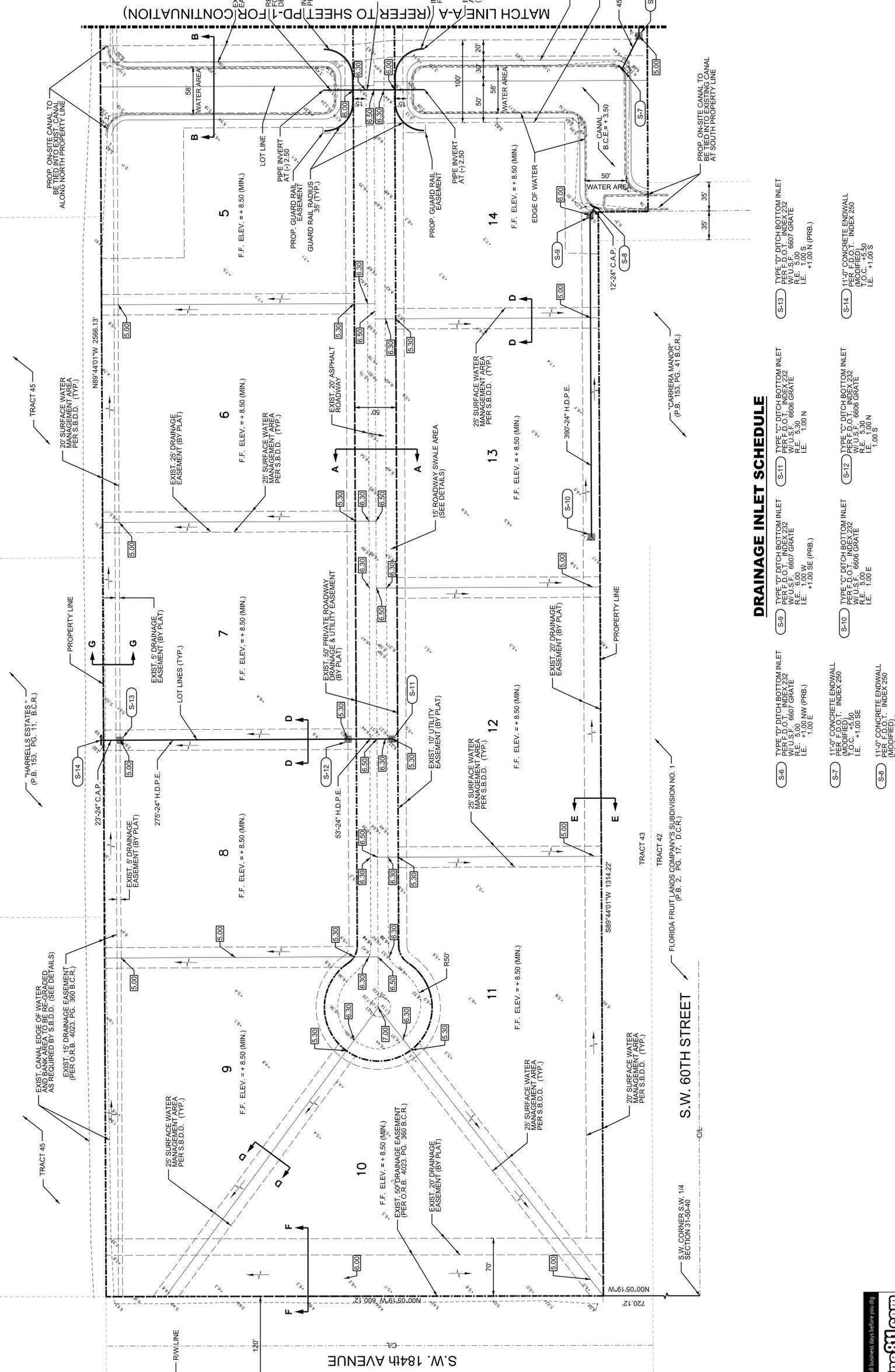
**HSQ GROUP, INC.**  
 Engineers · Planners · Surveyors  
 5951 Northwest 173rd Drive, Suite 4  
 Miami, Florida 33015 · 786.534.3621  
 C28258 · LB7924

**ROLLING OAKS ESTATES**  
 PAVING AND DRAINAGE PLAN - EAST

PROJECT NUMBER: 1504-27  
 SHEET NUMBER: PD-1



0 60 120  
FEET  
SCALE: 1"=60'



**DRAINAGE INLET SCHEDULE**

S-6	TYPE "D" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6607 GRATE R.E. 5.00 I.E. 1.00 E	S-9	TYPE "D" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6607 GRATE R.E. 5.00 I.E. +1.00 SE (PRB.)
S-7	11" CONCRETE ENDWALL PER F.D.O.T. INDEX 250 (MODIFIED) T.O.C. +1.00 SE I.E. 1.00 E	S-10	TYPE "C" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6608 GRATE R.E. 5.00 I.E. +1.00 NW
S-8	11" CONCRETE ENDWALL PER F.D.O.T. INDEX 250 (MODIFIED) T.O.C. +1.00 NW I.E. +1.00 NW	S-11	TYPE "D" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6607 GRATE R.E. 5.00 I.E. +1.00 N
		S-12	TYPE "C" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6608 GRATE R.E. 5.00 I.E. +1.00 S
		S-13	TYPE "D" DITCH BOTTOM INLET PER F.D.O.T. INDEX 250 W/U.S.F. 6607 GRATE R.E. 5.00 I.E. +1.00 N (PRB.)
		S-14	11" CONCRETE ENDWALL (MODIFIED) T.O.C. +5.50 I.E. +1.00 S

<b>ROLLING OAKS ESTATES</b>		PROJECT NUMBER <b>1504-27</b>
PAVING AND DRAINAGE PLAN - WEST		SHEET NUMBER <b>PD-2</b>
<b>HSQ GROUP, INC.</b> Engineers · Planners · Surveyors 5951 Northwest 173rd Drive, Suite 4 Miami, Florida 33015 · 786.534.3621 C28258 · LB7924		
	Approved by: <b>ANTONIO QUEVEDO</b>	Date: 3/7/2016
Designed by: <b>A.Q.</b>	Date: 05/15	
Drawn by: <b>G.H.</b>	Date: 05/15	
Checked by: <b>N.S.</b>	Date: 05/15	
Registered Engineer Number 59471 State of Florida		



NO.	DATE	BY	REVISION
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1	1/05/16	G.H.	REVISED PER TOWN OF SOUTHWEST RANCHES COMMENTS





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**TOWN OF SOUTHWEST RANCHES  
APPLICANT DISCLOSURE FORM**

**APPLICANT'S INFORMATION**

Name 200 Leucadendra LLC  
 Address 8600 NW 41 Street  
 City Doral State FL Zip 33166  
 Telephone (305) 644 - 2135

Any applicant seeking approval of a Town Board, Committee, or the Town Council or any person/entity seeking a Town contract through a request for proposal, request for qualification, request for letters of interest, or any sealed bid process (all referred to as "applicant") shall with their application, proposal or bid:

1. Include a listing of all campaign contributions to sitting Council Members in the past four (4) years as well as contributions of all relatives, officers, directors, shareholders of the corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if the applicant is a limited liability company.

Date	Name of Contributor	Council Member (to whom contribution made to)	Contribution Type	Amount
<b>NOT APPLICABLE</b>				

2. I hereby disclose the following conflicts as required under the Town's Code of Ethics.

**NOT APPLICABLE**

3. I hereby disclose the following violations of the Town's Code of Ethics (for example: if a gift was given, when demand was made for return of the gift).

~~NOT APPLICABLE~~

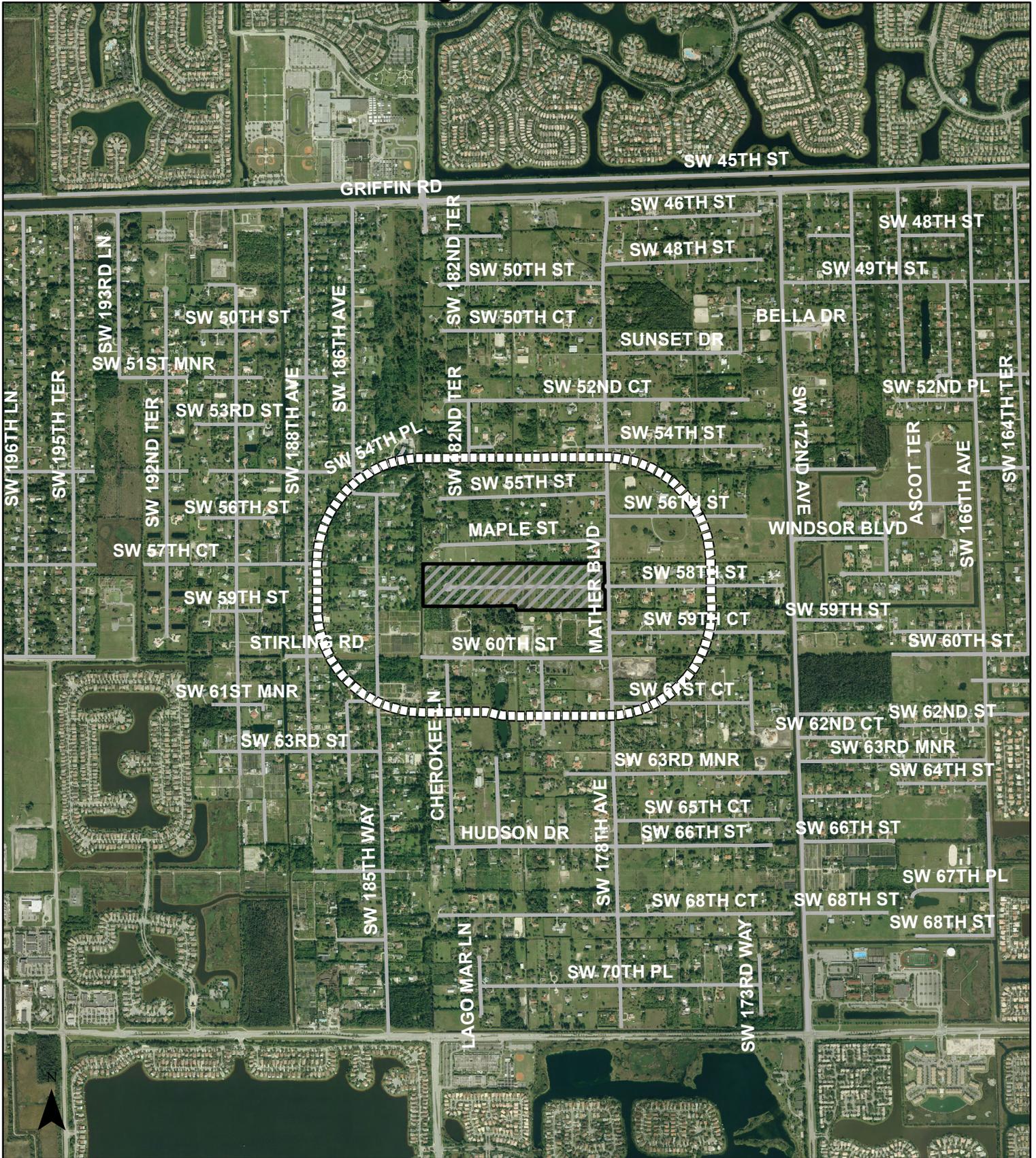
The following signature acknowledges that I, the applicant, have fully, completely, and not misleadingly reported and filed all disclosures referenced in the Town's Code of Ethics and have not omitted material information, and/or filed misleading and/or deceitful information in the disclosure. I further acknowledge that as an applicant, I have a continuous duty to report any violation of the Town's Code of Ethics related to this application. Failure to make such disclosures shall be a violation of the Town's Code of Ethics and shall be grounds for the Town Council to void or rescind any approval or contract, or to disqualify a response to a Town procurement.

  
Applicant's Signature

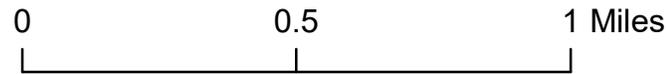
  
Date

ACTIVE: 2834534\_1

# Rolling Oaks Estates



-  Subject Site
-  1500 Foot Notice Buffer
-  Southwest Ranches Streets



1 in = 1,840 feet  
Page 23 of 159

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**RESOLUTION NO. 2016-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ROLLING OAKS ESTATES SITE PLAN, APPLICATION NO. SP-60-15, FOR EIGHTEEN SINGLE-FAMILY DETACHED DWELLING UNITS ON APPROXIMATELY 37.95 ACRES, LEGALLY DESCRIBED AS THE CLINGAN'S COVE PLAT, AS RECORDED IN PLAT BOOK 168, PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY LOCATED ON THE WEST SIDE OF SW 178<sup>TH</sup> AVENUE AT SW 58<sup>TH</sup> STREET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Broward County Board of County Commissioners approved the Clingan's Cove Plat ("Plat") on February 15, 2000; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches ("Town Council") approved the Rolling Oaks Estates Site Plan via Resolution No. 2006-069 on June 8, 2006 in conformity with plat; and

**WHEREAS**, the Town Council granted a site plan modification on May 10, 2007 by Resolution No. 2007-06; and

**WHEREAS**, the original developer conveyed Lot 10 to another entity but retained title to the remaining lots; and

**WHEREAS**, Lot 10 is subject to the existing, recorded declaration of restrictive covenants and any amendments thereto that govern the use and development of all lots within the Plat; and

**WHEREAS**, the original developer did not fulfil its obligations to complete the development, causing the site plan approval to lapse; and

**WHEREAS**, a successor in title to Lots 1-9 and 11-18 has applied for reapproval of the site plan; and

**WHEREAS**, the Town Council finds that the site plan complies with the applicable requirements of the Town of Southwest Ranches Unified Land Development Code.

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

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That, at a duly noticed public hearing held on July 28, 2016 following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Site Plan Application No. SP-60-15 for development of 18 single-family homes on the Clingan's Cove Plat, as recorded in Plat Book 168, Page 49 of the Public Records of Broward County, Florida, subject to the developer/owner complying with the following conditions:

- (A) Relocate the common mailbox to the west, provide an easement as necessary, and provide a pull-off parking space to access the mailboxes.
- (B) Provide mailbox plan detail for administrative approval, which shall include any protective canopy structure.
- (C) Provide an engineer's opinion of cost for all improvements and changes signed and sealed by a licensed engineer in the State of Florida. Include a 25 percent contingency added to the cost estimate total for bonding purposes. Upon review and approval by the Town Engineer, a bond for all onsite and common area improvements must be issued to the Town of Southwest Ranches.
- (D) Apply for a site development permit from the Town Engineering Department. The application shall provide and include complete construction plans, drainage calculations, and related development permit application data, signed, dated, and sealed by a registered engineer in compliance with all ULDC requirements and contemporary engineering principals and practice.
- (E) Any sales trailer or model home shall require additional approval.
- (F) Pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5%) percent administrative fee, and any related expenses that the Town has or will incur as a direct cost of this application.
- (G) All paving, grading and drainage improvements shall pass final inspection and receive approval from the Town Engineer prior to the issuance of the first Certificate of Occupancy.
- (H) Prior to issuance of any engineering permit or building permit, comply with, or provide evidence of compliance with, Section 2.b. of Resolution No. 2007-067 (attached hereto for reference).
- (I) Submit a complete building permit application for one (1) single-family dwelling within twelve (12) months following the effective date of this Resolution. The permit must be issued within eighteen (18) months following the date of site plan approval, and must remain valid and in effect until a Certificate of Occupancy is issued. Failure to make such application and secure and maintain such permit pursuant to the terms of this paragraph shall cause the site plan approval to expire, and become null and void.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 28<sup>th</sup> day of July, 2016, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

ATTEST:

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

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

Approved as to Form and Correctness:

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

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 7/28/2016  
**SUBJECT:** Ordinance creating a business land use category for US Highway 27

---

### **Recommendation**

Approve the Ordinance on first reading.

### **Strategic Priorities**

A. Sound Governance

### **Background**

This proposed Ordinance creates a new land use category called, "US Highway 27 Business" in the comprehensive plan. The Ordinance establishes the new category to allow owners of land fronting US 27 to apply for a map change to US Highway 27 Business. The Ordinance also includes various housekeeping amendments.

The Town Council tabled a nearly identical ordinance on second reading in September, 2014 because a revised water and sewer policy potentially complicated the CCA litigation with Pembroke Pines. As Town administration worked to resolve the issue, the 180-day statutory time limitation on the adoption of comprehensive plan amendments ran, and the State Land Planning Agency informed the Town that it was officially withdrawing the amendment. Town administration later resolved the water and sewer extension issue, thereby eliminating the need for amending comprehensive plan policies to further limit such extensions.

Shortly thereafter, the Bergerons requested several revisions to the ordinance, primarily to allow additional light industrial uses and to allow slightly higher buildings (40 feet instead of 35) in order to accommodate current market trends for warehouses and “flex space”. Bergeron representatives attended several CPAB meetings during which the Board considered the Bergeron requests.

Additional information is provided on the attached staff memorandum

**Fiscal Impact/Analysis**

The proposed Ordinance is a first step toward business development of the US 27 corridor, which will enhance the Town’s tax base.

**Staff Contact:**

Jeff Katims, AICP, CNU-A, Assistant Town Planner

**ATTACHMENTS:**

Description	Upload Date	Type
agenda memo	6/2/2016	Executive Summary
Ordinance-TA Approved	7/21/2016	Ordinance
Supplemental Memorandum	6/2/2016	Backup Material
Ordinance Exhibits	6/2/2016	Exhibit
Ordinance Exhibit	6/2/2016	Exhibit

**ORDINANCE NO. 2016 –**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ESTABLISHING A NEW LAND USE DESIGNATION ENTITLED, "US HIGHWAY 27 BUSINESS" WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Southwest Ranches ("Town Council") directed the Comprehensive Plan Advisory Board of the Town of Southwest Ranches ("CPAB") to identify areas of the Town that are unsuitable or marginal for rural residential use, but which could be appropriate for nonresidential/nonagricultural use without diminishing the Town's rural character impinging upon the rural lifestyle of Town residents; and

**WHEREAS**, the CPAB identified US Highway 27 corridor as a potential light-industrial business area, as US Highway 27 is a trucking route with state-wide access that is also being studied as a freight rail corridor with state-wide access, and is buffered from the inhabitable portion of the Town by a cemetery that has an average width exceeding 500 feet; and

**WHEREAS**, the Town Council concurs that US Highway 27 is a suitable location for business development that, if properly regulated and restricted, will not detract from the Town's rural character or the rural lifestyle of the Town's residents, and will not degrade the Town's groundwater; and

**WHEREAS**, the Town Council has carefully considered a comprehensive set of policies and use restrictions that would form the framework for evaluating land use plan amendment petitions seeking the US Highway 27 Business designation, evaluating companion petitions for rezoning and site plan, and regulating the resulting development and uses; and

**WHEREAS**, the CPAB recommended additional amendments to the nonresidential/nonagricultural permitted uses and implementing policies of the adopted Comprehensive Plan in order to further protect the Town's rural character and the Town residents' rural lifestyle; and

**WHEREAS**, the CPAB recommended several text amendments of a housekeeping nature; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency of the Town of Southwest Ranches, conducted a duly noticed public hearing on July 28, 2016 to consider the amendments; and

**WHEREAS**, the Town Council has carefully considered the recommendations of the CPAB, and has determined that establishing a "US Highway 27 Business" land use designation for potential applicability to the US Highway 27 corridor would diversify the Town's tax base while protecting the Town's rural character and the rural lifestyle of the Town's residents; and

**WHEREAS**, the Town Council finds that the CPAB recommendations for revising the permitted uses and supporting policies in the comprehensive plan for other nonresidential/nonagricultural uses will further protect the Town's rural character and lifestyle.

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

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2:** That the Future Land Use Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended pursuant to Exhibit "A", attached hereto and made a part hereof.

**Section 3:** That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

**Section 4:** That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element subsequent

to the effective date of this Ordinance, and that the Town Council hereby requests such recertification.

**Section 5: 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 6: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 7: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this 28<sup>rd</sup> day of July, 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	_____	Ayes	_____
McKay	_____	Nays	_____
Breitkreuz	_____		
Fisikelli	_____	Absent	_____
Jablonski	_____	Abstaining	_____

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

ATTEST:

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

Approved as to Form and Correctness:

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

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## **SUPPLEMENTAL COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Nelson and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** Jeff Katims, AICP, CNU-A  
Assistant Town Planner

**DATE:** June 23, 2016

**SUBJECT: Ordinance Amending the Comprehensive Plan to Create a New  
Business Land Use Category and Related Revisions**

---

### BACKGROUND

Approximately four years ago, the Town Council tasked the Comprehensive Plan Advisory Board (CPAB) with investigating potential locations for commercial and industrial development, with an eye toward boosting the Town's property tax base while minimizing adverse impacts to adjacent rural residential properties and the Town's rural character and lifestyle.

The CPAB carefully and deliberately evaluated the US 27 corridor as a potential location suitable and appropriate for light industrial and limited commercial use, and then developed recommendations for amendments to the text of the comprehensive plan that would constitute a framework for evaluating and regulating such nonresidential development proposals.

### ANALYSIS

The existing future land use map of the comprehensive plan provides three specific locations for commercial or industrial development: Coquina Plaza; the Tom Thumb parcel; and the CCA parcel. No new commercial or industrial development can be permitted unless the Town Council and Broward County Board of County Commissioners adopt amendments to the Town and County future land use maps to re-designate a parcel for such use.

The comprehensive plan is very clear that the protection of the Town's rural character and lifestyle shall be the primary consideration when evaluating development proposals and changes to the future land use map or text of the comprehensive plan. Four (4) comprehensive plan policies currently form the primary framework for evaluating requests to amend the future land use map for commercial type uses:

**FLUE POLICY 1.1-b:** Land Use Plan amendments to more intensive uses within designated rural estate and rural ranch areas shall be prohibited unless the Town determines that the new use is consistent with and furthers the overall goal to protect the Town's rural lifestyle.

**FLUE POLICY 1.3-c:** The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and the Southwest Ranches Land Use Plans.

**FLUE POLICY 1.3-d:** Non-residential Land Use Plan designations shall be located on Flamingo Road, Griffin Road, Sheridan Street or US-27 and designed in a rural manner which facilitates their serving the Town's residents, but do not adversely impact existing and designated rural residential areas.

**FLUE POLICY 1.3-e:** In order to prevent future incompatible land uses, the established rural character of the Town shall be a primary consideration when amendments to the Town's Land Use Plan are proposed.

The CPAB is recommending text amendments that would revise these policies. Note that community facility uses do not require a nonresidential land use plan designation, as the Rural Ranches, Rural Estates and Agricultural land use categories allow community facilities as long as the parcels are zoned Community Facility.

In all cases, a petitioner would have to demonstrate to the satisfaction of the Town Council one of the following: that there is a Town need for such land use; that the resulting development will substantially benefit the Town; or that it is not reasonable to expect the parcel to be developed with a rural residential use.

In all cases, the applicant would be required to provide a binding list of uses including conditions of uses (ex: operating hours), and binding conceptual plan. The list of uses, conditions of use, and conceptual plan would be made part of the ordinance that changes the map designation, and therefore would be enforceable restrictions that would run with the property, regardless of ownership.

#### RECOMMENDATIONS FOR US 27 CORRIDOR

The CPAB recommends amending the text of the comprehensive plan to create a new US Highway 27 Business land use category that only landowners with property fronting US 27 would be authorized to request. US 27 frontage parcels are buffered from rural residential and agricultural properties by the cemetery, which extends from Griffin Road to Stirling Road.

The CPAB does not recommend actually changing the land use map, but instead, amending the text to establish the new category, and requiring landowners to initiate map amendments, which the Council would then evaluate for consistency with the implementation policies for the new land use category.

### Key points:

- 🔑 Limited range of “clean” light industrial uses (assembly, fabrication, warehouse), office, hotels, and limited and complimentary office/commercial.
- 🔑 Access permitted from US 27 only (corner Parcels on Griffin and Stirling could potentially access those roads).
- 🔑 40-foot maximum building height; generous floor area ratio (0.75) to allow for single-level, space-intensive uses such as warehouses.
- 🔑 Development must utilize adopted architectural style.
- 🔑 The Ordinance adds to the list of permitted uses from the original 2014 ordinance. Additional uses include contractor shops; sales and display of agricultural and construction equipment; sales and display of utility trailers and boats; a limited range of environmentally neutral light manufacturing and storage uses; and, distribution uses that can satisfy the standards for approval in the ordinance.
- 🔑 This Ordinance establishes a framework for future land development regulations. This Ordinance is not intended to enumerate all (or even most) permissible uses, nor is it intended to specify the various development regulations that will govern development. Such regulations will be the subject of a further ordinance to be incorporated into the Town’s land development regulations.

### INCIDENTAL RECOMMENDATIONS

The CPAB recommends clarifying this category to differentiate between wireless telecommunications infrastructure and commercial transmitting and receiving facilities, and to update this category to reflect the new land use category CPAB is recommending. The CPAB recommendations include several non-substantive housekeeping revisions to organizational numbering and nomenclature.

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EXHIBIT "A"

1 **II. ADMINISTRATION**

2  
3 **II.A. DEFINITIONS**

4  
5  
6 \* \* \* \* \*

7  
8 Fabrication and assembly – The manufacturing from standard parts of a distinct object  
9 differing from the individual components involving materials with form and substance (as  
10 opposed to liquid or gas), with a physical, as opposed to chemical, mating or joining of the  
11 individual parts.

12  
13 \* \* \* \* \*

14  
15 Light Industrial Use – Activities that are predominantly connected with light manufacturing,  
16 assembly, processing or storage of products.

17  
18 Light Manufacturing – A use engaged in the manufacture of finished products,  
19 predominantly from previously prepared materials, including processing, fabrication,  
20 assembly, treatment, and packaging of such products, but excluding basic industrial  
21 processing.

22  
23 \* \* \* \* \*

24 Non-rural Land Use Plan Designation –any land use plan designation other than a rural  
25 land use plan designation.

26  
27 \* \* \* \* \*

28  
29 ~~Rural Character – Means an~~ An area that is characterized by natural, agricultural,  
30 equestrian, pastoral or rustic uses, including single-family dwellings on large lots, developed  
31 at low densities.

32  
33 Rural Land Use Plan Designation – any of the following land use plan designations:  
34 Agricultural; Conservation; Recreation and Open Space; Rural Ranches; and, Rural Estates.

35  
36 ~~Rural Purposes – Means that land~~ Land that is used as a resource for agricultural,  
37 equestrian, managed forest or mining uses, or maintained in a natural state as wetlands,  
38 fields or forest, including Town open space and park parcels.

39  
40  
41 \* \* \* \* \*

1 **1. GOALS, OBJECTIVES AND POLICIES**

2  
3 -----  
4  
5 **FLUE POLICY 1.1-b:** Land Use Plan amendments to more intensive categories uses  
6 ~~within designated Rural Estate and Rural Ranch~~ areas shall be prohibited unless  
7 consistent with, and authorized by, FLUE Objective 1.3 and particularly policies 1.3-c,  
8 1.3-d, and 1.3-e pertaining to evaluation of land use plan amendment requests; 1.8 (US  
9 Highway 27 Business Category); 1.12 (Community Facilities Category), or unless the  
10 Town Council determines that the ~~new~~ more intensive use is consistent with, and  
11 furthers the overall goal to protect the Town’s rural lifestyle.  
12

13 -----  
14  
15 **FLUE POLICY 1.3-c:** The compatibility of existing and future land uses shall be a  
16 primary consideration in the review and approval of amendments to the Broward County  
17 and the Southwest Ranches Land Use Plans.  
18

19 **FLUE POLICY 1.3-d:** New Nonnon-residential Land Use Plan designations may be  
20 established only on ~~Flamingo Road, Griffin Road, Sheridan Street or~~ US 27, and must  
21 be designed in a ~~rural~~ manner ~~which that facilitates their serving the Town’s residents,~~  
22 ~~but do~~ does not adversely impact existing and designated rural residential areas.  
23

24 **FLUE POLICY 1.3-e:** In order to prevent future incompatible land uses, the established  
25 rural character of the Town shall be a primary consideration when amendments to the  
26 Town’s Land Use Plan are proposed.  
27

28 -----  
29  
30  
31 **FLUE OBJECTIVE 1.7 ~~PERMITTED USES IN~~ COMMERCIAL LAND USE**  
32 **CATEGORY**

33  
34 **CONTINUE IMPLEMENTING A COMMERCIAL LAND USE CATEGORY ON THE**  
35 **TOWN’S FUTURE LAND USE PLAN MAP PERMITTING TYPES OF**  
36 ~~NONRESIDENTIAL OR NONAGRICULTURAL~~ COMMERCIAL **DEVELOPMENT**  
37 ~~WHICH THAT~~ **ARE COMPATIBLE WITH** ADJACENT RURAL AND **RESIDENTIAL**  
38 **LAND USES, AND WHICH WOULD SUPPORT THE COMMERCIAL-BASED**  
39 **ACTIVITIES** ~~WHICH WOULD BE~~ **THAT ARE COMPATIBLE WITH THE TOWN’S**  
40 **NEEDS.**

41  
42 Measurement: maintenance of a commercial land use category.  
43

44 **FLUE POLICY 1.7-a:** ~~Permit those land uses, not to exceed a~~ Floor Area Ratio (F.A.R.)  
45 ~~=0.25~~ shall not exceed 0.25 ~~within designated Commercial land use parcels per the~~  
46 ~~Permitted Uses in Future Land Use Categories subsection of this Element.~~  
47

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1 **FLUE POLICY 1.7-b:** The Town Council shall continue implementing commercial  
2 land development regulations that are necessary to protect adjacent rural residential  
3 areas from potential negative impacts of commercial developments.  
4

5 **FLUE POLICY 1.7-c:** The Town's zoning categories shall distinguish between  
6 neighborhood and community commercial developments within their respective service  
7 areas. Regional commercial uses shall not be permitted.  
8

9 **FLUE POLICY 1.7-d:** The Commercial category is restricted to properties that were  
10 designated Commercial prior to the Town's incorporation ~~The Town shall allow~~  
11 ~~residential homes within the Town to be used for home office uses subject to proper~~  
12 ~~licensing.~~  
13

14 **FLUE POLICY 1.7-e:** Development and redevelopment of existing commercial sites  
15 shall be designed and operated so as to minimize demand for public safety services  
16 both on and off-site. This may include using Crime Prevention Through Environmental  
17 Design principles, careful selection of businesses and land uses, avoiding late night  
18 operating hours, erecting barriers adjacent to residential uses, and providing on-site  
19 security.  
20

21 **FLUE POLICY 1.7-f:** All land with a Commercial designation shall be connected to  
22 municipal water and sewer.  
23

24  
25  
26 **FLUE OBJECTIVE 1.8** ~~PERMITTED USES IN RURAL GOVERNMENTAL MIX~~  
27 ~~USE SERVICE AREAS~~ US HIGHWAY 27 BUSINESS LAND USE CATEGORY  
28

29 ESTABLISH AND MAINTAIN A US HIGHWAY 27 BUSINESS LAND USE CATEGORY  
30 EXCLUSIVELY FOR THE US HIGHWAY 27 CORRIDOR, ALLOWING ONLY  
31 CAREFULLY PLANNED DEVELOPMENT THAT IS DESIGNED TO BE COMPATIBLE  
32 WITH ADJACENT RURAL RESIDENTIAL LAND USES AS SUBSTANTIALLY  
33 BUFFERED BY THE EXISTING CEMETERY AND OPEN SPACE, AND WHICH  
34 WOULD BE ENVIRONMENTALLY NEUTRAL.  
35

36  
37 *Measurement: Designation of a ~~Rural Governmental Mix-Use Service Area Land Use~~*  
38 *US Highway 27 Business category.*  
39

40 **FLUE POLICY 1.8-a:** The Town has identified the US 27 Corridor as appropriate for  
41 business uses on the land use plan map. The Town created the US Highway 27  
42 Business Category for this purpose. Only parcels that front US 27 are eligible for this  
43 designation, including parcels that also front Griffin Road or Stirling Road. Parcels  
44 designated US Highway 27 Business on the land use plan map must only be developed  
45 and used in strict compliance with the following policies. The Town Council shall  
46 consider the extent to which each application submitted for land use plan amendment,  
47 rezoning and development furthers the intent and spirit of the policies hereunder in

1 determining whether to approve the application. ~~Permit those land uses, not to exceed a~~  
2 ~~Floor Area Ratio (F.A.R.) = 0.20, within designated Rural Mix use Service Area Land~~  
3 ~~Use parcels per the Permitted Uses in Future Land Use Categories subsection of this~~  
4 ~~Element.~~

5  
6 **FLUE POLICY 1.8-b:** A petitioner for the US Highway 27 Business designation shall  
7 demonstrate to the satisfaction of the Town Council one of the following: that there is a  
8 Town need for such land use; that the resulting development will substantially benefit the  
9 Town; or that it is not reasonable to expect the parcel to be developed with a rural  
10 residential use.

11  
12 **FLUE POLICY 1.8-c:** No US Highway 27 Business designation may border any parcel  
13 with a rural land use plan designation. This shall not apply to any rural residential parcel  
14 under unified control with a property designated US Highway 27 Business.

15  
16 **FLUE POLICY 1.8-d:** There shall be no nonresidential, nonagricultural building,  
17 structure, parking, storage or use within two hundred (200) feet of an abutting local Town  
18 street other than Stirling Road, nor shall there be any such structure, parking, storage or  
19 use within two hundred (200) feet of any parcel with a rural land use plan designation,  
20 unless such parcel is under unified control with the parcel designated US Highway 27  
21 Business. Open space use, including buffers and drainage retention for a US Highway  
22 27 Business use is not subject to this restriction.

23  
24 **FLUE POLICY 1.8-e:** Access to development shall be from US 27, Stirling Road, or  
25 Griffin Road only.

26 (i) Since U.S. 27 is a Class 2 Controlled Access Facility, the Town will not approve an  
27 application to amend the Land Use Plan Map to US Highway 27 Business until a  
28 conceptual master access management plan ("access plan") shall have been  
29 accepted by the Florida Department of Transportation (FDOT) for the entire US 27  
30 corridor within the Town.

31 (ii) It shall be the responsibility of an applicant for such map amendment to prepare  
32 the access plan and coordinate its acceptance by FDOT and Broward County  
33 Highway Construction and Engineering Department, and to coordinate the plan  
34 with owners of all other properties with frontage on US 27.

35 (iii) The access plan, as may be amended with the consent of FDOT, shall be binding  
36 upon all properties.

37 (iv) The Town will not approve a plat application for property fronting US 27 until the  
38 applicant has submitted the plat to FDOT for review and obtained approval.

39  
40 **FLUE POLICY 1.8-f:** Permit those land uses, not to exceed a Floor Area Ratio (F.A.R.)  
41 of 0.75, per the US Highway 27 Business Category permitted uses subsection of this  
42 Element.

43  
44 **FLUE POLICY 1.8.g:** Buildings shall not exceed forty (40) feet in height, measured to  
45 the highest point on the building, including parapets and roof-mounted equipment,  
46 provided that the Town Council may authorize up to five (5) additional feet of height after

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1 consideration of a line-of-site study demonstrating that the additional height will not  
2 adversely affect any property with a rural land use plan designation.

3  
4 **FLUE POLICY 1.8-h:** Every development shall provide at least twenty-five percent  
5 (25%) pervious area.

6  
7 **FLUE POLICY 1.8.i:** Development shall utilize extensive buffering in order to screen  
8 the development from view along any adjacent street, and shall utilize pleasing  
9 architecture and building placement to emphasize and showcase the building(s) while  
10 screening parking and outdoor storage areas behind the building or additional screening  
11 features. Developers shall provide Florida Vernacular architecture of Caribbean or  
12 Cracker style, or combination thereof. This architecture generally promotes generous  
13 roof overhangs, colonnades, porches and balconies, and sloped standing seam metal  
14 roofs. The land development regulations shall provide further architectural guidance.  
15 The Town Council may approve variations that are consistent with the Town's rural  
16 character. However, stucco walls in combination with flat, unarticulated rooflines or  
17 Mediterranean-style tile roofs that are typical of commercial development in South  
18 Florida are prohibited as a means of complying with the architectural requirement.

19  
20  
21 **FLUE POLICY 1.8-j:** Developments shall be designed and operated so as to minimize  
22 demand for public safety services both on and off-site. This may include using Crime  
23 Prevention Through Environmental Design principles, careful selection of businesses  
24 and land uses, avoiding late night operating hours, erecting barriers adjacent to rural  
25 residential uses, and providing on-site security.

26  
27 **FLUE POLICY 1.8-k:** Developments shall adhere to the Town's dark-sky outdoor  
28 lighting regulations and policies, and are strongly encouraged to take additional  
29 measures that mitigate the development's ambient lighting impact on the Town. By way  
30 of example, a development could reduce the height of parking lot lighting fixtures by  
31 spacing the lower fixtures closer together, using advanced cut-off designs, and limiting  
32 the hours during which the lighting is on.

33  
34 **FLUE POLICY 1.8-l:** Developments shall design primary identification signage, and  
35 specifications for individual tenant signage, that compliment and coordinate with the  
36 architecture and landscaping of the development, and that enhance the built  
37 environment.

38  
39 **FLUE POLICY 1.8-m:** The land development regulations shall establish a zoning  
40 classification in the form of a planned development district, whereby the specific  
41 permitted uses, development standards and a conceptual development plan for the  
42 property are made part of the rezoning and will govern use and development of the  
43 property supplemental to regulations contained within the land development regulations.  
44 The land development regulations for the planned development district shall require that  
45 conceptual development plans incorporate all of the applicable elements of the US 27  
46 conceptual master access management plan, which shall be adopted by reference.



1 **2. PERMITTED USES IN FUTURE LAND USE CATEGORIES**

2  
3 \* \* \* \* \*

4  
5 **1. AGRICULTURAL ~~USE~~CATEGORY**

6  
7 \* \* \* \* \*

8  
9 **2. COMMERCIAL CATEGORY**

10  
11 The areas designated ~~for Commercial use~~ on the Town’s Land Use Plan Map provide land area  
12 located adjacent to limited access highways for business, office, retail, service and other  
13 commercial enterprises which support the Town and surrounding area.

14  
15 Uses permitted in areas designated commercial are as follows:

- 16 A. Retail, office and business uses.
- 17 B. ~~Wholesale Self-storage facility, light fabricating and warehouse uses, if deemed~~  
18 ~~appropriate by the local jurisdiction.~~
- 19 C. Hotels, motels and similar lodging.
- 20 D. Recreation and open space ~~, cemeteries~~ and commercial recreation uses.
- 21 ~~E. Community Facilities (as defined in Article III, below)~~
- 22 ~~F. a. A Special Residential Facility Category (2) development as defined in the Special~~  
23 ~~Residential Facilities Permitted Uses subsection of the Plan Implementation~~  
24 ~~Requirements section of the Broward County Land Use Plan; subject to the allocation of~~  
25 ~~two (2) reserve or flexibility units in accordance with the Special Residential Facility~~  
26 ~~provisions and policies for the application of these units as contained in the~~  
27 ~~“Administrative Rules Document: Broward County Land Use Plan.”~~
- 28 ~~b. Special Residential Facility Category (3) development as defined in the Special~~  
29 ~~Residential Facilities Permitted Uses subsection of the Plan Implementation~~  
30 ~~Requirements section of the Broward County Land Use Plan; subject to the allocation of~~  
31 ~~two (2) reserve or flexibility units in accordance with the Special Residential Facility~~  
32 ~~provisions and policies for the application of these units as contained in the~~  
33 ~~“Administrative Rules Document: Broward County Land Use Plan.” Each flexibility or~~  
34 ~~reserve unit shall permit two (2) sleeping rooms regardless of the number of kitchens or~~  
35 ~~baths.~~
- 36 ~~G~~E. Non-residential agricultural uses.
- 37 ~~H. Recreational vehicle park sites at a maximum density of ten (10) sites per gross acre if~~  
38 ~~permanent location of recreational vehicles on the site is permitted by the local land~~  
39 ~~development regulations, or twenty (20) sites per gross acre if such permanent location~~  
40 ~~is prohibited by the local land development regulations; subject to allocation by the local~~  
41 ~~government of available flexibility or reserve units.~~
- 42 ~~I. Transportation facilities.~~
- 43 ~~J~~F. Communication facilities.
- 44 ~~K~~G. Utilities, located on the site of a commercial development as an accessory use,  
45 to the extent such utilities are confined to serving only the specific commercial  
46 development~~excluding landfills and electrical power plants.~~

47  
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1  
2 **3. COMMUNITY FACILITIES USECATEGORY**

3  
4 \* \* \* \* \*

5  
6 **4. CONSERVATION USECATEGORY**

7  
8 \* \* \* \* \*

9  
10 **5. US HIGHWAY 27 BUSINESS CATEGORY**

11  
12 The US Highway 27 Business Category is intended to facilitate a limited range of “clean” light  
13 industrial and business uses along the US 27 corridor that are not a threat to the potable water  
14 quality of the Biscayne Aquifer or to the peaceful enjoyment of residential properties to the east.  
15 This category may be applied only to properties fronting the east side of U.S. Highway 27 that  
16 are buffered from parcels designated Rural Ranches, Rural Estates and Agricultural by an  
17 intervening permanent open space or community facility land use.

18  
19 The Town shall carefully consider potential environmental, traffic and quality of life impacts  
20 before changing the land use plan map designation of any parcel to US Highway 27 Business.  
21 An application for land use plan amendment to designate a property as US Highway 27  
22 Business must affirmatively demonstrate that the amendment is consistent with all of the  
23 performance standards established herein. Every such application for plan amendment shall be  
24 submitted concurrently with a rezoning application to an implementing zoning district.

25 A. Performance Standards.

26 1. Development shall not generate noise, vibration, odor, dust, fumes, smoke, glare, or  
27 night-time illumination that can be detected from any property with an Agricultural, Rural  
28 Ranch or Rural Estate land use plan map designation.

29 2. Municipal sanitary sewer and potable facilities must be in place, or be the subject of a  
30 binding agreement with a municipal utility to extend same to serve a parcel designated  
31 US Highway 27 Business, prior to issuance of a development permit for a principal  
32 building.

33 3. Development shall not involve use of any chemicals, substances or processes that  
34 create byproducts that are combustible, carcinogenic, biohazardous, or are otherwise  
35 toxic to humans or animals. The land development regulations may permit fuel storage  
36 tanks for emergency generators and for the purpose of servicing vehicles or equipment  
37 used in the regular course of business, provided that any such tanks may be required to  
38 exceed the installation, containment, inspection and other requirements of Article 27,  
39 Chapter 10, “Storage Tanks” of the Broward County Code of Ordinances, as may be  
40 amended from time to time.

41 4. Any use – the nature of which may be considered dangerous, or which may potentially  
42 compromise the comfort, peace, enjoyment, health or safety of the community or any  
43 property with a Rural Ranches, Rural Estate or Agricultural land use plan map  
44 designation - shall be prohibited.

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1 5. All development shall provide for north-south cross-access to abutting parcels in  
2 accordance with the conceptual master access management plan for the US-27 corridor  
3 (see FLUE Policy 1.8-e.). Such access may include dedication and construction of a  
4 frontage drive and/or site design that anticipates driveway connections or drive aisle  
5 connections with abutting properties, and which provides cross-access easements for  
6 such connections.

7  
8 B. Uses permitted in areas designated US Highway 27 Business are as follows, subject to  
9 limitations, conditions of use and review requirements established within the Unified Land  
10 Development Regulations:

11 *Light industrial uses:*

- 12 1. Fabrication and assembly.
- 13 2. Contractor shops and similar uses.
- 14 3. Sales and display of agricultural equipment, construction equipment, utility trailers,  
15 boats, and similar uses.
- 16 4. A limited range of light manufacturing and light industrial uses that are consistent  
17 with the performance standards set forth herein.
- 18 5. Educational and scientific research businesses, excluding medical and industrial  
19 laboratories, that are consistent with the performance standards set forth herein.
- 20 6. A limited range of commercial recreation uses that are consistent with the  
21 performance standards set forth herein.
- 22 7. Wholesaling, warehousing and storage provided that only storage or materials and  
23 items that are consistent with the performance standards set forth herein may be  
24 permitted.
- 25 8. Distribution uses that the Town determines are consistent with the performance  
26 standards set forth herein.

27  
28 *Other permitted uses:*

- 29 9. Communication facilities.
- 30 10. Non-residential agricultural uses.
- 31 11. Office uses, excluding call centers, provided that principal office uses shall not  
32 exceed twenty percent (20%) of the land area within the Town designated Industrial  
33 on the Broward County Land Use Plan.
- 34 12. Utilities located on the site of a development and confined to serving only the  
35 specific development.
- 36 13. Recreation and open space that does not adversely affect the suitability of adjacent  
37 US 27 frontage parcels for business use.
- 38 14. One (1) residential caretaker or watchman unit within the same structure as a light  
39 industrial use.
- 40

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15. Retail, restaurants, personal services and other ancillary commercial uses, limited to less than fifty percent (50%) of any building occupied by a light industrial use.;

16. The following uses may also be permitted as long as the total area of these uses does not consume more than twenty percent (20%) of the land designated Industrial on the Future Broward County Land Use Plan Map (Series) within the Town, and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for light industrial use:

- a. Commercial and retail business uses, including restaurants and personal services.
- b. Hotel, motel and similar lodging.

*(The following are changes to headings only)*

~~65.~~ INDUSTRIAL USE CATEGORY

~~76.~~ RECREATION AND OPEN SPACE USE CATEGORY

~~87.~~ ESTATE RESIDENTIAL USE CATEGORY

~~98.~~ RURAL ESTATES CATEGORY

~~109.~~ RURAL RANCHES CATEGORY

~~1140.~~ TRANSPORTATION USE CATEGORY

~~1244.~~ UTILITIES USE CATEGORY

~~1342.~~ WATER CATEGORY

\* \* \* \* \*

#### **1413. GENERAL LIST OF ADDITIONAL USES**

##### **A. COMMUNICATION FACILITIES**

Communication facilities such as ~~television and radio~~, satellite earth stations and relay structures, and telephone switching facilities are not specifically designated on the Town's Land Use Plan Map as a separate category. Such facilities may be permitted in areas designated under the following categories, provided that wireless telecommunication antennas and accessory equipment are permitted on Town-owned properties regardless of future land use category:

~~1A.~~ Town-owned properties;

~~2B.~~ commercial Commercial

~~3.C.~~ industrial Industrial

4. US 27 Business

##### **B. SPECIAL RESIDENTIAL FACILITIES**

*(Former Sec. 14 provisions now under this heading. Subheadings A. through D. to be renumbered 1. through 4.)*

#### **~~14. SPECIAL RESIDENTIAL FACILITIES~~**

#### **15. MEDIUM DENSITY (16) RESIDENTIAL LAND USE CATEGORY**

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Martin D. Sherwood, Town Financial Administrator  
**DATE:** 7/28/2016  
**SUBJECT:** FY 2016-2017 Proposed Preliminary Millage Rate

### **Recommendation**

It is recommended that the Town Council ratify the attached Resolution to set the proposed preliminary Millage Rate for Fiscal Year 2016 – 2017 at not higher than 4.5454 mills (\$4.5454 per \$1,000 in taxable value).

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

### **Background**

The Town of Southwest Ranches received the 2016 Certification of Taxable Value from the Broward County Property Appraiser by July 1, 2016. The Town must now establish a proposed (not-to-exceed) millage that can be mailed with the notice, date, time, and location of our public budget hearings to all property owners. The deadline for returning our proposed millage for our 2016-2017 budget to the Property Appraiser, Tax Collector and Florida Department of Revenue is Thursday, August 4, 2016.

The maximum super majority millage rate which could be established by ratification of 4 out of 5

Council members is 4.7253 mills would result in an approximately \$146 increase (over \$12 monthly) per \$250,000 in taxable property value. The current proposed rate comprises a lower Town of Southwest Ranches “Roll-Back” Rate (4.1404 mills) plus the impact from the Transportation Surface Drainage Ongoing Rehabilitation (TSDOR-.4050 mills) restricted capital project resulting in a net increase of approximately \$101 (\$0 + \$101, respectively) or approximately \$8.42 monthly in total on the same property. Accordingly, the proposed rate is also considered an increase and as a percentage change of the rolled back rate is 9.78%.

It should be noted that individual properties of comparable market value likely have different taxable values depending upon a number of factors. A common exemption which may influence taxable value is the \$50,000 Homestead exemption as is the “Save Our Homes.” The later prohibits taxes on any (non-improved) home with that exemption from rising more than 3% annually in taxable value irrespective of the increase in market value.

The proposed millage rate funds vital Public Safety services as well as several Town Council priorities which improve quality of life for those using the services and operational improvements and, ultimately, are expected to raise market values throughout the Town. In addition to TSDOR, a few of these improvements include continued funding for “Guardrails Installation”, “Drainage Improvements”, “Pavement Striping and Markers” and “Townwide Entranceway Signage.” Another budgetary item of note is the transfer of funds to pay the normal amortization of borrowed funds/Debt previously obtained for public purpose land/PROS acquisition and capital projects. Finally, to help reduce the millage (property tax) burden, utilization of \$34,350 in unassigned General Fund fund balance (reserves) is proposed to be utilized for FY 16/17 and transferred to the Capital Projects Fund to cover the PROS-Sunshine Ranches Equestrian Park Irrigation System Overhaul. The Towns’ projected unassigned General Fund fund balance (reserves) at September 30, 2017 is \$2,235,106 and represents 20.2% of the FY 16-17 proposed total General Fund expenditures and transfers. A Government Finance Officers Association (GFOA) “best practice” only recommends the maintenance of unassigned General Fund fund balance (reserves) to about 15%.

The resolution before the Town Council tonight does not address budgetary allocations directly. Rather, it establishes an advertised rate for the Truth-In-Millage (TRIM) notices as below explained and notices the community of the public hearing set for:

Wednesday, September 14, 2016 @ 6:00 PM  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330

### **Fiscal Impact/Analysis**

Establishing a preliminary Budget millage rate that requires a super majority vote (4 out of 5 members and also known as the Town of Southwest Ranches Roll-back Rate + TSDOR - see attachment A) with total resulting net revenues of \$5,556,741 will enable the Town Council to evaluate all managements proposed budgeted FY 2016-2017 operating, capital improvement and program modification recommendations (12 funded and 4 unfunded) while also receiving public discussion and input during our scheduled budget workshop and hearings. Since the rates are a not-to-exceed rate, it can be lowered with no additional “notice” costs. Raising the rate later would require the expense of an additional first class mailing to all Southwest Ranches property owners.

**Staff Contact:**

Martin D. Sherwood, Town Financial Administrator  
Richard Strum, Controller

**ATTACHMENTS:**

Description	Upload Date	Type
Proposed FY 16 -17 Millage Rate - TA Approved	7/21/2016	Resolution
fy 2016-2017 MILLAGE MAXS-Attachment A	7/19/2016	Resolution

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2017; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on July 1, 2016 the Property Appraiser of Broward County served upon the Town of Southwest Ranches (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2016 taxable value; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser of Broward County the proposed operating millage rate, the current year rolled-back rate, and the date, time and place at which a first public hearing will be held to consider the proposed millage and the tentative budget; and

**WHEREAS**, pursuant to Section 200.065, Florida Statutes, the taxing authority must advise the Property Appraiser of said proposed millage rate and of the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice).

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

**Section 1. Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

**Section 2.** That the proposed operating Millage Rate for the first public hearing shall be 4.5454 mills, which is \$4.5454 dollars per \$1,000 of assessed property within the Town of Southwest Ranches for the 2016-2017 fiscal year.

**Section 3.** That the current year rolled-back rate, computed pursuant to 200.065 Florida Statutes, is 4.1404 dollars per \$1,000.

**Section 4.** That the proposed operating millage rate is greater than the rolled-back rate by 9.78%.

**Section 5.** The date, time and place of the public hearings to consider the above-referenced proposed millage rate and tentative budget shall be as follows:

Date: Wednesday, September 14, 2016  
Time: 6:00 PM  
Place: Southwest Ranches Council Chambers  
13400 Griffin Road  
Southwest Ranches, Florida 33330

Date: Thursday, September 29, 2016  
Time: 6:00 PM  
Place: Southwest Ranches Council Chambers  
13400 Griffin Road  
Southwest Ranches, Florida 33330

**Section 6.** The Town Clerk or designee is hereby directed to send a Certified Copy of this Resolution to the Property Appraiser and Tax Collector for Broward County.

**[Signatures on Following Page]**

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

Ranches, Florida, this 28rd day of July, 2016, on a motion by \_\_\_\_\_

and seconded by \_\_\_\_\_.

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

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

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

ATTEST:

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

Approved as to Form and Correctness:

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

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ATTACHMENT A

<b>Fiscal Year 2017 Millage Maximums and Related Information                      (Based on Certified Assessment Information)</b>					
Millage Name	Votes Required	Maximum Millage	Total Resulting Net Revenues	Net Revenue Change (from proposed funding level)	FY 2017 levy increase on \$250,000 taxable value
Town of Southwest Ranches Historic Rate	3	3.9404	\$4,817,130	(\$739,611)	(\$50)
Current Year Roll-Back Rate	3	4.1404	\$5,061,742	(\$495,000)	\$0
Maximum Majority Vote	3	4.2957	\$5,251,483	(\$305,258)	\$39
FY 2015-2016 Adopted Rate (Town of SWR Historic-3.9404 + TSDOR-.3950 Rates)	4	4.3354	\$5,300,017	(\$256,725)	\$49
FY 2016-2017 Proposed Rate (Town of SWR Roll-Back 4.1404 + TSDOR-.4050 Rates)	4	4.5454	\$5,556,741	\$0	\$101
Maximum Super Majority Rate	4	4.7253	\$5,776,668	\$476,652	\$146
Unanimous	5	10.0000	\$12,224,977	\$6,924,961	\$1,465

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Martin D. Sherwood, Town Financial Administrator  
**DATE:** 7/28/2016  
**SUBJECT:** FY 2016-2017 Initial Fire Assessment Rates

### **Recommendation**

It is recommended that the Town Council ratify the attached Resolution to set the initial Fire special assessment maximums in accordance with Exhibit A and which includes ratification for an annual special tax exemption for disabled veterans.

### **Strategic Priorities**

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

### **Background Issue**

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2016-2017 Fiscal Year.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction costs. Raising the rate later would require the expense of an additional first class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no funding would be available to cover the expenses of fire protective services.

## **Background**

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2001-09, requires the annual adoption of an Initial Fire Protection Assessment Resolution. Proceeds derived by the Town from the Fire Protection Assessment will be utilized for the provision of Fire Protective contractual service planning, facilities, machinery, programs and volunteer fire activities. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Preliminary Fire Services Assessment Rate Schedule by the adoption of the Initial Assessment Resolution determines the amount of the Fire Services Assessed Costs to be advertised. This initial assessment rate is necessary in order to notify the Property Appraiser of the initial assessment rate and hearing schedule for purposes of the Truth in Millage (TRIM) notifications. The initial assessment rates being proposed are based on a consultant study utilizing operating costs, work volume (% effort) per property category and the number of assessable taxable units within each property type.

Proposed rates for property categories are slightly higher or no change from the current year's (FY 2015-2016) rates. Increases within the Residential, Industrial/Warehouse, Institutional and Vacant/Agricultural property categories result primarily from a contractual escalator within the Town's service contract with the Town of Davie. No change resulted within the Commercial property category solely due to an increase in their amount of assessable building square footage. The proposed budget also funds program modifications related to the Volunteer Fire Rescue operation to improve the quality of safety equipment for personnel and to strategically procure and perform self-contained breathing apparatus (SCBA) flow meter maintenance in-house rather than annual outsourcing. All of these items have been discussed and are presented in the FY 16-17 Proposed Budget Book.

### **The final assessment hearing is scheduled for:**

Wednesday, September 14, 2016 @ 6:00 PM

Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, FL 33330

## **Fiscal Impact/Analysis**

Total proposed Fire Services Assessment expenses are estimated at \$1,820,580. The proposed initial rate(s) reflect a net increase in total assessment expenses of \$54,499 as compared to the prior years (FY 2015-2016) total adopted assessment expenses of \$1,766,081. This increase provides for all the previously mentioned contractual and capital expenditures as well as providing for the greatest financial liability while maintaining operational status quo for both the Davie Fire Rescue and Volunteer Fire Rescue components.

Finally, the Town of Southwest Ranches Resolution No. 2012-034 provides for the complete exemption of qualified disabled veterans from Fire Services Assessments. For FY 2016-2017, ten veterans have qualified for and claimed this exemption (an increase from nine in the prior year). The total dollar impact to the Town's General Fund from ten (10) Property Appraiser qualified disabled veterans are \$4,481 (\$448.13 x 10 residents).

Without adoption, funding for Townwide fire protection services would not be possible.

**Staff Contact:**

Martin D. Sherwood, Town Financial Administrator  
Richard Strum, Controller

**ATTACHMENTS:**

Description	Upload Date	Type
Initial FY 16-17 Fire Assessment - TA Approved	7/21/2016	Resolution
FY 2017 Fire Assessment worksheet	7/20/2016	Resolution

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A DISABLED VETERANS EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida, has enacted Ordinance No. 2001-09 (the "Ordinance"), which authorizes the imposition of Fire Service Assessments for fire services, facilities, and programs against Assessed Property located within the Town; and

**WHEREAS**, pursuant to Ordinance 2001-09, the imposition of a Fire Services Assessment for fire services, facilities, and programs for Fiscal Year 2017 requires certain processes such as the preparation of the Preliminary Fire Services Assessment Roll; and

**WHEREAS**, annually, a Preliminary Fire Services Assessment Resolution describing the method of assessing fire costs against assessed property located within the Town, directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for imposition of Fire Assessments; and

**WHEREAS**, the Town Council imposed a Fire Assessment for the previous fiscal year (FY 2016), and the imposition of a Fire Assessment for fire services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Assessed Costs among parcels of Assessed Property; and

**WHEREAS**, the Town Council, during the Fiscal Year 2013, made a policy decision and adopted Resolution 2012-034, regarding legally recognized disabled veterans who live on homesteaded properties titled in their name in the Town, and who have received a Disabled Veterans ad valorem tax exemption providing them with a 100% exemption for Fire Service Assessments and wish to provide for such exemption for the Fiscal Year 2017.

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida, desires to impose a fire service assessment program within the Town using the tax bill collection method for the Fiscal Year beginning on October 1, 2016, and deems it to be in the best interests of the citizens and residents of the Town of Southwest Ranches to adopt this Preliminary Annual Rate Resolution so that the Town may impose Fire Assessments for Fiscal Year 2017.

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

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2. Authority.** This resolution is adopted pursuant to the provisions of Ordinance No. 2001-9, the Preliminary Assessment Resolution (Resolution 2016 - ) and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**Section 3. Purpose and Definitions.** This Resolution constitutes the Preliminary Fire Services Assessment Resolution as defined in the Ordinance (codified as Sections 12-19 through 12-85 in the Town of Southwest Ranches Code of Ordinances), which imposes Fire Assessments for the Fiscal Year beginning October 1, 2016. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**Section 4. Provision and funding of Fire Protection Services.** Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Town, the Town shall provide fire protection services to such Assessed Property. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs of providing fire protection services, facilities, and programs shall be funded by lawfully available Town revenues other than Fire Protection Assessment proceeds. Costs related to the provision of Emergency Medical Services (EMS) have not been included in the Fire Protection Assessed Costs and shall be paid for by the Town from other lawfully available funds and shall not be paid out of Fire Assessment revenues.

A. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

**Section 5. Imposition and Computation of Fire Protection Assessments.**

Fire Protection Assessments shall be imposed against all Assessed Parcels within the Assessment Property Categories. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in Attachment "A" which utilizes the Assessment methodology in the Fire Assessment (Willdan) Report dated September 12, 2011 and approved by Council on September 12, 2011. Where the use of a building or buildings on a parcel indicates a use different from the DOR Code assigned to the parcel, the Town has the authority to impose the appropriate rate based on the use of the building or buildings regardless of the DOR Code assigned to the parcel. Where multiple buildings on a parcel have different uses, the Town shall impose the appropriate rate based on the use of each individual building. The Fire Protection Assessment imposed on the parcel shall be the total of the Fire Protection Assessments calculated for all buildings on the parcel, excluding for barns on Residential Property with an assessed Dwelling Unit or non-commercial barns on Vacant/Agricultural Property.

**Section 6. Legislative Determination of Special Benefit and Fair Apportionment.** The legislative determinations of special benefit and fair apportionment embodied in the Preliminary Assessment Resolution are affirmed and incorporated herein by reference.

**Section 7. Determination of Fire Protection Assessment costs; Establishment of Preliminary Fire Protection Assessment Rates.**

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for Fiscal Year 2016-2017, is the amount determined in the Estimated Fire Protection Assessment Rate Schedule as described in the Report, attached as Exhibit "A". The approval of the Preliminary Fire Protection Assessment Rate Schedules by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder, if any, of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available Town revenue other than Fire Protection Assessment proceeds.

B. The estimated Fire Protection Assessments specified in the Preliminary Fire Protection Assessment Rate Schedules as described in the Report are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed in Fiscal Year 2016-2017 commencing on October 1, 2016.

C. The estimated Fire Protection Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2016-2017 shall be the proposed assessment rates applied by the Town Administrator in the preparation of the Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2016, as provided in Section 7 of this Preliminary Assessment Resolution.

## **Section 8. Preliminary Assessment Roll.**

A. The Town Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2016, in the manner provided in the Code. The Assessment Roll shall include all Assessed Parcels within the Property Use Categories. The Town Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

B. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

C. It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Assessment Resolution and the Report attached as Exhibit "A" is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Town.

**Section 9. Recognized Disabled Veterans Exemption.** Legally recognized Disabled Veterans, who live on homesteaded properties titled in their name within the Town, who have received a disabled veteran's ad valorem tax exemption, shall be exempt from the collection of the Fire Assessment. The Town shall buy down this 100% exemption with non-assessment funds.

**Section 10. Authorization of Public Hearing.** There is hereby established a public hearing to be held at 6:00 p.m. on Wednesday, September 14, 2016 in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes.

**Section 11. Notice by Publication.** The Town Administrator shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 12-53 of the Code. The notice shall be published no later than August 24, 2016.

**Section 12. Notice by Mail.** The Town Administrator shall also provide notice by first class mail to the owner of each Assessed Parcel, as required by Section 12-54 of the Code. Such notices shall be mailed no later than August 24, 2016. The Town

Administrator may direct that such notice be combined with the TRIM notices prepared and mailed by the Broward County Property Appraiser.

**Section 13. Severability.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

**Section 14. Application of Assessment Proceeds.** Proceeds derived by the Town from the Fire Protection Assessments shall be deposited into the Fire Protection Assessment Fund and used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

**Section 15. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 28rd day of July, 2016, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

\_\_\_\_\_  
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  
Proposed FY 2016/2017  
Fire Assessment Worksheet**

**EXHIBIT A**

**Sources:**

Fire Administration Department  
Volunteer Fire Service Department  
Volunteer Fire Fund

Expenditures	Total FY 2016-2017 Proposed	General Fund Portion	Fire Assessment Portion
% Allocation per Consultant Study for FR Contractual Services Only		57.70%	42.30%

**Direct Expenses:**

Fire Rescue Contractual Service	\$ 2,793,621	\$ 1,611,919	\$ 1,181,702
Personnel Expenses	-	N/A	-
Operating Expenses	264,984	N/A	264,984
Non-Operating Debt	29,485	N/A	29,485
Capital Outlay	43,545	N/A	43,545
<b>Sub-Total</b>	<b>\$ 3,131,635</b>	<b>\$ 1,611,919</b>	<b>\$ 1,519,716</b>

**Other Expenses**

Publication & Notification Costs	3,000
Statutory Discount	77,656
Collections Cost	30,394
Fire Assessment Cost Allocation of Townwide Personnel/Contractual Costs	189,814
<b>Total Fire Assessment Expenses</b>	<b>\$ 1,820,580</b>

**Based On Consultant Study**

Property Category	Assess Unit Type	% Effort Allocation	Amount	Total Proposed Rates FY 16/17	Total Assessed Rates FY 15/16	Difference: Increase
<b>Residential - 2555 Units</b>	Per Dwelling Unit	62.8912%	1,144,985	<b>448.13</b>	439.02	9.11
<b>Commercial - 340,986 SF</b>	Per Sq.Ft. Bldg Area	15.0283%	273,602	<b>0.80</b>	0.80	-
<b>Indust/Warehouse - 118,572 SF</b>	Per Sq.Ft. Bldg Area	9.5818%	174,444	<b>1.47</b>	1.43	0.04
<b>Institutional - 480,581 SF</b>	Per Sq.Ft. Bldg Area	6.2499%	113,784	<b>0.24</b>	0.23	0.01
<b>Vacant/Agricultural - 1,432 Acres</b>	Per Acre	6.2488%	113,764	<b>79.44</b>	73.97	5.47
<b>Total</b>		<b>100%</b>	<b>\$ 1,820,580</b>			

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Martin D. Sherwood, Town Financial Administrator  
**DATE:** 7/28/2016  
**SUBJECT:** FY 2016-2017 Initial Solid Waste Assessment Rates

---

### **Recommendation**

It is recommended that the Town Council ratify the attached Resolution to set the initial Solid Waste special assessment maximums in accordance with Exhibit A.

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- E. Cultivate a Vibrant Community

### **Background**

#### **Issue**

This resolution is necessary in order to comply with Florida Statutes, to facilitate the preparation of the Truth in Millage (TRIM) Notices, and to authorize the Town Administrator and Town Financial Administrator to prepare, or cause to be prepared, a preliminary Assessment Roll for the 2017 Fiscal Year.

Since the rates are a not-to-exceed rate, they can be lowered without additional transaction costs. Raising the rate later would require the expense of an additional first class mailing to all Southwest Ranches property owners. Without adoption of this (or similar) resolution no funding would be available to cover the expenses of solid waste & recycling and bulk waste collection and disposal.

## **Background**

Chapter 197.3632, Florida Statutes, and Town Ordinance No. 2002-08, requires the annual adoption of an Initial Solid Waste Assessment Resolution. Proceeds derived by the Town from the Solid Waste Service Assessments will be utilized for the provision of solid waste services, planning administration, equipment and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used exclusively to fund the qualified expenditures above stated.

The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of the Initial Assessment Resolution determines the amount of the Solid Waste Assessed Costs advertised.

This initial assessment rate is necessary in order to notify the Property Appraiser of the initial assessment rate and hearing schedule for purposes of the Truth in Millage (TRIM) notification. The initial assessment rates being proposed are based on a consultant study utilizing tranches minimums/maximums based on lot square footage ranging from \$389.65 to \$510.01 for residential (not commercial) properties.

Between FY 2013 and FY 2015, the Town of Southwest Ranches was able to reduce the total costs for these services by approximately thirty-seven percent (37%) to arrive at a tightly budgeted proprietary fund where service fees roughly matched fund expenditures. FY 2016 required slight increases to primarily offset mandated contractual consumer price and fuel indices adjustments. For FY 2017, Staff has been notified of anticipated expenditure increases to the Town in the form of mandated contractual consumer price index, other operating expenses and general fund transfers for cost reimbursement. However, a significant reduction in the fuel index as well as an increase in the amount of assessable units offsets the aforementioned adjustments. Accordingly, Staff is currently proposing no changes (i.e. no increase or decrease) to all FY 2017 solid waste assessment rates depending on parcel lot square footage.

### **The final assessment hearing is scheduled for:**

Wednesday, September 14, 2016 at 6:00 PM

Southwest Ranches Town Hall

13400 Griffin Road

Southwest Ranches, FL 33330

## **Fiscal Impact/Analysis**

Total Solid Waste assessment expenses for FY 2016-2017 are estimated at \$1,102,922. The proposed initial rate(s) reflect less than a 1% increase in total solid waste assessment expenses from the prior fiscal year (2015-2016).

### **Staff Contact:**

Martin D. Sherwood, Town Financial Administrator

Richard Strum, Controller

**ATTACHMENTS:**

Description	Upload Date	Type
FY 2016-2017 Solid Waste - TA Approved	7/21/2016	Resolution
FY 2016-2017 SW Assessment Worksheet	7/20/2016	Resolution

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council has adopted a Solid Waste Service Assessment Ordinance, Ordinance Number 2002-8 (the "Ordinance") on final reading at the Town Council meeting of June 24, 2002; and

**WHEREAS**, the adoption of solid waste assessment rates resulting from the Town Council's policy direction requires the annual adoption of a Preliminary Assessment Resolution and the annual adoption of a Final Assessment Resolution, as required under the Ordinance as well as under the Uniform Method of Collection provided under Florida Statutes Chapter 197.3632;

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

**Section 1. Authority.** This resolution is adopted pursuant to the provisions of Ordinance No. 2002-8 as codified and as may have been amended, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**Section 2. Purpose and Definitions.** This resolution constitutes the Preliminary Assessment Resolution as defined in the Ordinance (codified as Sections 16-108 through 16-173 in the Town of Southwest Ranches Code of Ordinances, hereinafter "Code"). All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Assessed Parcel"** means those parcels with one or more Dwelling Units which are specially benefitted by the provision of solid waste collection and disposal services

and which are subject to the Solid Waste Assessments authorized by this Initial Resolution.

**"Bulk Waste"** means materials including yard trash, white goods, and clean debris, as such terms are defined in §16-108 of the Code, as may be amended, generated from residential activities and those materials generally outlined in §16-19 of the Code as acceptable for bulk trash pickup.

**"Commercial Property" or "Non-residential Property"** means collectively those Parcels with DOR Codes or Use Codes indicating uses other than single-family residential uses and that have no Dwelling Units present on the parcel. Commercial Property or Non-residential Property, for the purposes of this Resolution, includes commercial, institutional, industrial, vacant/agricultural and other all uses, except for Residential Property as defined in this Initial Resolution. As Non-residential Properties are billed directly for services by the Town's Solid Waste Provider, such parcels are not subject to the Assessments authorized by this Initial Resolution.

**"DOR Code"** means a property land use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Parcels within the Town. Additionally, the Broward County Property Appraiser assigns property Use Codes to parcels and structures. DOR Codes and associated Use Code descriptions are used in the development of the Solid Waste Assessments set forth in this Resolution and in preparation of the Assessment Roll.

**"Dwelling Unit"** means (1) a building, or portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes. A mobile home is an individual Dwelling Unit. For purposes of this Resolution and imposition of the Solid Waste Assessment, a Dwelling Unit, as defined herein, may be located on parcels other than residential property under the Town's zoning and development regulations.

**"Estimated Solid Waste Assessment Rate Schedule"** means that rate schedule as specified in the Report set forth in Exhibit "A", attached hereto and incorporated herein by reference, specifying the Solid Waste Assessed Costs and the estimated Solid Waste Assessments.

**"Household Waste"** means and includes garbage, rubbish, and recovered materials, as those terms are defined in §16-108 of the Code, as may be amended, and recyclable materials as defined in §16-24 of the Code, as may be amended, generated from residential activities and excluding Bulk Waste.

**“Report”** or **“Town of Southwest Ranches Solid Waste Assessment Report”** means the report detailing the development of the Solid Waste Assessment Rates by New Community Strategies amended and revised per Council action dated September 12, 2011.

**“Residential Property”** means those Assessed Parcels with a DOR Code number on the following list or range: 1 - 9, 63 used as residential, 66 - 69 used as residential, 71 used as residential, or otherwise designated as residential property under the DOR Codes and Use Codes. Residential Property includes single family/duplex as well as single family developed property with multiple dwelling units. Residential Property, for purposes of this Resolution and imposition of Solid Waste Assessments, shall include all parcels with one or more Dwelling Units present on the parcel regardless of the DOR Code number or Use Code assigned to the parcel. All Residential Property shall be assessed based on the number of Dwelling Units for Household Waste and based on parcel size for Bulk Waste according to the rate schedule in the Report, by New Community Strategies amended and revised per Council action dated September 12, 2011, as may be modified in the Final Resolution adopted after the September 12, 2013 Public Hearing.

**“Vacant/Agricultural Property”** means those Assessed Parcels designated as vacant or agricultural in the Property Appraiser's Data Base and that have no dwelling units on the parcel. For purposes of this Resolution, Vacant/Agricultural Property is treated as Commercial or Non-residential Property.

### **Section 3. Provision and Funding of Solid Waste Services.**

A. Upon the imposition of a Solid Waste Assessment for solid waste collection and disposal services, facilities, or programs against Assessed Property located within the Town, solid waste collection and disposal services shall be provided to such Assessed Property. It is the Town's intent to fully fund residential solid waste services, facilities, or programs from proceeds of the Solid Waste Assessments. Any costs not funded by the Solid Waste Assessments or costs related to Property on which Solid Waste Assessments are not collected, for example due to the difficulties of collection from property owned by governmental entities or pursuant to a policy decision of the Town Council, shall be paid by the Town from lawfully available funds of the Town and shall not be paid out of Solid Waste Assessment revenues.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefitted by the Town's provision of solid waste services, facilities, and programs in an amount not less than the Solid Waste Assessment imposed against such parcel, computed in the manner set forth in this Initial Assessment Resolution.

**Section 4. Imposition and Computation of Solid Waste Assessments.**

Solid Waste Assessments shall be imposed against all Assessed Parcels according to the applicable property size rate classification. Solid Waste Assessments shall be computed and imposed in the manner set forth in this Preliminary Assessment Resolution, more specifically as presented in the Report by New Community Strategies amended and revised per Council action dated September 12, 2011.

**Section 5. Legislative Determination of Special Benefit and Fair Apportionment.** It is hereby ascertained, determined, and declared that the solid waste services to be funded by the Solid Waste Assessments provide special benefit to the Assessed Property based upon the following legislative determinations.

A. Upon the adoption of this Initial Assessment Resolution determining the Solid Waste Assessed Costs and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations of special benefit ascertained and declared in Sections 16-109 and 16-110 of the Code are hereby ratified and confirmed.

B. It is fair and reasonable to use the DOR Codes, Use Codes, number of Dwelling Units, and parcel size data maintained by the Property Appraiser in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and acreage for property within the Town, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Method of Collection.

C. Where data available from the Property Appraiser was insufficient, the Town has verified and/or supplemented such data as needed for use in the determination of the Cost Apportionment and the Parcel Apportionment. It is fair and reasonable to use such additional data provided by the Town because such data provides a more accurate and complete record of property use and the structures on property.

D. Apportioning Solid Waste Assessed Costs among residential property based upon studies of demand for service and waste generation quantities by type of waste stream and by service areas within the Town is fair and reasonable and proportional to the special benefit received.

E. The value of Residential Property does not determine the scope of the required solid waste collection and disposal services. The Town has determined that the special benefit to Assessed Parcels and the demand for solid waste services varies by the type of waste stream. Household Waste has been determined to relate primarily to the number of Dwelling Units on Assessed Parcels. Bulk Waste has been

determined to relate primarily to the size of the parcel. Based upon studies conducted for the Town, the relative potential demand for solid waste services to residential properties is driven by the number of dwelling units for Household Waste and the size of the assessed parcel for Bulk Waste.

F. A Solid Waste Services Assessment Report (SWSAR) by New Community Strategies amended and revised per Council action dated September 12, 2011, analyzed waste generation by type of waste and incorporates findings of several studies of waste generation in the Town. Based on such studies, it has been determined that nearly half of the Town's waste stream results from Bulk Waste, which primarily consists of vegetative debris. Given the high rate of Bulk Waste generation in the Town, it is fair and reasonable to separately analyze the costs of and demand for solid waste services by the following types of waste: Household Waste and Bulk Waste.

G. Household Waste is generated relatively consistently on a per dwelling unit basis. Therefore, it is fair and reasonable to assess for costs related to Household Waste based on the number of Dwelling Units on each Assessed Parcel. Such per dwelling unit rates for Household Waste are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

H. Bulk Waste, including but not limited to vegetative debris and livestock waste, generation rates are generally proportionate to the size of the parcel. Waste generation studies have concluded that areas of the town with larger lots generate substantially greater tonnage of Bulk Waste per parcel than areas of the Town with smaller parcels.

I. It is fair and reasonable to create assessment rate classes for Bulk Waste based on lot square footage ranges identified through analysis of solid waste generation and collection studies performed for the Town. It is fair and reasonable to allocate Bulk Waste assessed costs to each rate class in a manner that increases the share of costs on the assessed parcel as the parcel size increases. Therefore, the proposed Bulk Waste services assessment rates presented in the SWSAR Report are fair and reasonable and do not exceed the special benefit to Assessed Parcels.

**Section 6. Determination of Solid Waste Assessed Costs;  
Establishment of Initial Solid Waste Assessment Rates.**

A. The Solid Waste Assessed Costs to be assessed and apportioned among benefitted parcels for Fiscal Year 2016-2017 commencing October 1, 2016, is the amount determined in the Solid Waste Assessment worksheet, attached as Exhibit "A" to this Resolution. The approval of the Estimated Solid Waste Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Assessed Costs. The remainder, if any, of such Fiscal Year

budget for solid waste services, facilities, and programs shall be funded from available Town revenue other than Solid Waste Assessment proceeds.

B. The estimated Solid Waste Assessments specified in the Estimated Solid Waste Assessment Rate worksheet are hereby established to fund the specified Solid Waste Assessed Costs determined to be assessed in Fiscal Year 2016-2017 commencing on October 1, 2016.

C. The estimated Solid Waste Assessments established in this Preliminary Assessment Resolution for Fiscal Year 2016-2017 shall be the estimated assessment rates applied by the Town Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2016, as provided in Section 7 of this Preliminary Assessment Resolution.

**Section 7. Preliminary Assessment Roll.** The Town Administrator is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for the Fiscal Year commencing October 1, 2016, in the manner provided in the Code. The Assessment Roll shall include all Residential Assessed Parcels within the Assessment Rate Categories. The Town Administrator shall apportion the estimated Solid Waste Assessed Cost to be recovered through Solid Waste Assessments in the manner set forth in this Initial Assessment Resolution and the Report.

A. A copy of this Preliminary Assessment Resolution, documentation related to the estimated amount of the Solid Waste Assessed Cost to be recovered through the imposition of Solid Waste Assessments, and the Preliminary Assessment Roll shall be maintained on file in the Office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Solid Waste Assessment for each parcel of property can be determined by the use of a computer terminal available to Town staff.

B. It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Assessments for residential solid waste services as set forth in this Preliminary Assessment Resolution and the SWSAR report is represented in Exhibit "A" and is a fair and reasonable method of apportioning the Solid Waste Assessed Cost among parcels of Assessed Property located within the Town.

**Section 8. Authorization of Public Hearing.** There is hereby established a public hearing to be held at 6:00 p.m. on Wednesday, September 14, 2016, in the Council Chambers in Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Assessments from the public and affected property owners and consider imposing Solid Waste Assessments and collecting such assessments on the same bill as ad valorem taxes.

**Section 9. Notice by Publication.** The Town Administrator shall publish a notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 16-143 of the Code. The notice shall be published no later than August 24, 2016.

**Section 10. Notice by Mail.** The Town Administrator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 16-144 of the Code. Such notices shall be mailed no later than August 24, 2016. The Town Administrator may direct that such notices be combined with the TRIM notices prepared and mailed by the Property Appraiser.

**Section 11. Severability.** If any word, phrase, clause, sentence, or section of this resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

**Section 12. Application of Assessment Proceeds.** Proceeds derived by the Town from the Solid Waste Assessments shall be deposited into the Solid Waste Assessment Fund and used for the provision of solid waste services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste services, facilities, and programs.

**Section 13: Conflicts.** All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of the conflict.

**Section 14: Severability.** If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**Section 15.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**

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

Southwest Ranches, Florida, this 28<sup>rd</sup> day of July 2016, on a motion by \_\_\_\_\_

\_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

ATTEST:

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

Approved as to Form and Correctness:

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

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**Town of Southwest Ranches**  
**Proposed FY 2016/2017**  
**Solid Waste Assessment Worksheet**

**EXHIBIT A**

**Sources:**

LGL/SWS Contract  
 Broward County Property Appraiser  
 Munitytics Consultant Study

Description	Solid Waste & Recycling	Bulk Waste	Total Proposed FY 16/17
% Allocation Direct Expenses Only	66%	34%	

**Direct Expenses:**

Solid Waste Collection	\$ 287,527	\$ -	\$ 287,527
Recycling Collection	\$ 50,470	\$ -	\$ 50,470
Bulk Waste Collection	\$ -	\$ 107,976	\$ 107,976
Solid Waste Disposal	\$ 187,657	\$ -	\$ 187,657
Bulk Waste Disposal	\$ -	\$ 163,952	\$ 163,952
<b>Sub-Total</b>	<b>\$ 525,654</b>	<b>\$ 271,928</b>	<b>\$ 797,582</b>

**Other Expenses**

Statutory Discount	\$ 43,546
Collections Cost	\$ 42,092
Townwide Personnel/Contractual Costs	\$ 205,427
Net Assets Available for Rate Stabilization	\$ 14,275
<b>Total Solid Waste Assessment Expenses</b>	<b><u>\$ 1,102,922</u></b>

**Based On Consultant Study**

Assessment	Lot Sq Ft. Range	Number of Units in Range	Solid Waste Cost Per Unit	Bulk Waste Cost Per Unit	Total Proposed Rates FY 16/17	Total Assessed Rates FY 15/16	Difference: Increase (Decrease)
A	-	41,200	284.39	105.26	389.65	389.65	-
B	41,201	46,999	284.39	125.06	409.45	409.45	-
C	47,000	62,999	284.39	148.91	433.30	433.30	-
D	63,000	95,999	284.39	161.45	445.84	445.84	-
E	96,000	106,999	284.39	184.95	469.34	469.34	-
F	107,000	>107,000	284.39	225.62	510.01	510.01	-

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Emily McCord, Community Services Liaison  
**DATE:** 7/28/2016  
**SUBJECT:** Rolling Oaks Civic Association Neighborhood Safety Grant Application

---

### **Recommendation**

To place this item on the agenda for Council review of the Rolling Oaks Civic Association's Neighborhood Safety Grant Application.

### **Strategic Priorities**

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

### **Background**

On April 23, 2015 the Town Council adopted Resolution 2015-033 establishing a Neighborhood Safety Grant Program open to Town recognized homeowners and civic associations. This Resolution states the Town Council is solely responsible for reviewing and awarding the grant applications. The criteria of the grant is attached.

The Rolling Oaks Civic Association has submitted a Neighborhood Safety Grant Application for reimbursement of the solar lighting they installed to illuminate the entranceway sign at the intersection of Griffin Road and Mather Boulevard (SW 178<sup>th</sup> Avenue).

**Fiscal Impact/Analysis**

The Neighborhood Safety Grant Application requires a 25% association match. The Rolling Oaks Civic Association is requesting a grant in the amount of \$750 from the Town to partially reimburse the \$1,000 expenditure for two solar lights.

Three thousand dollars (\$3,000.00) is budgeted in FY 2016 within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants.

**Staff Contact:**

Emily McCord, Community Services Liaison

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	7/21/2016	Resolution
Exhibit A- ROCA Application	7/7/2016	Backup Material
Exhibit B - Grant Criteria	7/7/2016	Exhibit
Exhibit C - Grant Agreement	7/21/2016	Exhibit

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDED A NEIGHBORHOOD SAFETY GRANT IN THE AMOUNT OF SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) TO THE ROLLING OAKS CIVIC ASSOCIATION (ROCA); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapters 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a Neighborhood Safety Grant Program; and

**WHEREAS**, on April 23, 2015, the Town Council approved Resolution 2015-033 establishing a Neighborhood Safety Grant Program; and

**WHEREAS**, ROCA has submitted a Neighborhood Safety Grant Application to the Town, which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Council is solely responsible for reviewing and making Neighborhood Safety Grant Program grant awards; and

**WHEREAS**, the Town Council set specific criteria for the Neighborhood Safety Grant, which is attached hereto as Exhibit "B"; and

**WHEREAS**, all grants require a minimum of at least a twenty-five percent (25%) match; and

**WHEREAS**, ROCA's grant application is a reimbursement request for solar lighting recently installed at the intersection of Griffin Road and SW 178<sup>th</sup> Avenue (Mather Boulevard); and

**WHEREAS**, ROCA spent One Thousand dollars (\$1,000.00) for the two (2) solar lights; and

**WHEREAS**, ROCA is requesting a Neighborhood Safety Grant reimbursement of Seven Hundred and Fifty Dollars (\$750.00); and

**WHEREAS**, Three thousand dollars (\$3,000.00) is budgeted in FY 2016 within Account #001-3900-519-46110 - Misc. Maintenance and Repairs Fund for Beautification / Safety Grants; and

**WHEREAS**, it has been determined to be in the public's best interest to award the Neighborhood Safety Grant to ROCA; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with ROCA under the terms and conditions contained within the Neighborhood Safety Grant criteria.

**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 Seven Hundred Fifty Dollars (\$750.00) with the Rolling Oaks Civic Association as a Neighborhood Safety Grant reimbursement, in accordance with the terms and conditions contained within the Neighborhood Safety Grant criteria and the Agreement attached hereto as Exhibit "C", which is incorporated herein by reference.

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

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ on a motion by

\_\_\_\_\_ and 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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## Exhibit A

Town of Southwest Ranches  
Neighborhood Safety Grant Program  
**Rolling Oaks Civic Association Application**

### APPLICATION REQUIREMENTS

Project Name:

Solar lights at Rolling Oaks Entrance Walls

Neighborhood:

Rolling Oaks Civic Association

Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

Rolling Oaks Civic Association

Mailing Address:

17200 SW 59<sup>th</sup> Court, Southwest Ranches, FL 33331

Name and Title of Contact Person:

Kathy Sullivan, President

Phone:

Daytime: (954) 394-7776

Fax: ( )

Email Address:

KathySullivan18@gmail.com

1. What is the amount of your grant request?

*(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)*

\$750

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**Project Information:**

**1. Project location (Please provide physical address, subdivision or project limits and/or attach map)**

The project is located in Broward County right-of-way at the intersection of SW 178<sup>th</sup> Avenue and Griffin Road. The Rolling Oaks Civic Association received a right-of-way use permit from Broward County and the Town has entered into a Revocable License Agreement for the signs (Resolution 2014-001). Please see attached aerial photograph.\_\_\_\_\_

**2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:**

There are no street lights along the Griffin Road corridor. The Rolling Oaks Civic Association installed solar lights that illuminate the Entranceway Walls to improve way-finding and safety along Griffin Road. The installation of the lighting dramatically improved vehicular safety, enabling motorists to safely reach their residences. There is a major canal across the street, and these lights help illuminate the intersection. The lighting is solar powered, which is pollution free and causes no greenhouse gases to be emitted after installation. It also reduces dependence on foreign oil and fossil fuels.\_\_\_\_\_

**3. Project Specifics:**

**A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.**

The solar lights were installed onto the natural surface to illuminate the signage. The solar lights meet the Town's dark sky ordinance and are a low impact to the environment. The Civic Association will maintain the lights. (See attached photographs)\_\_\_\_\_

**4. Describe the Resident/Community involvement in accomplishing this project.**

The Rolling Oaks Civic Association unanimously approved the purchase of the lights on November 24, 2015. The Association also unanimously voted to apply for this safety grant.

**5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).**

No.

**6. Estimate how long it will take to complete the project (not to exceed nine months).**

The lighting has been installed and the Association is requesting a partial reimbursement through this safety grant.

**7. Will you be removing any existing plants or trees? \_\_\_ Yes X No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be required from the Town of Southwest Ranches.**

Not applicable.

**8. Clearly show public right-of-ways, easements and private lands on the plans.**

See the attached aerial photograph.

**PROJECT FUNDING**

- A. Funds requested (\$40,000 max): \$750
- B. Match (minimum of 25%): \$250

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

[ ] I understand and agree to these terms

**CERTIFICATION OF THE APPLICANT**

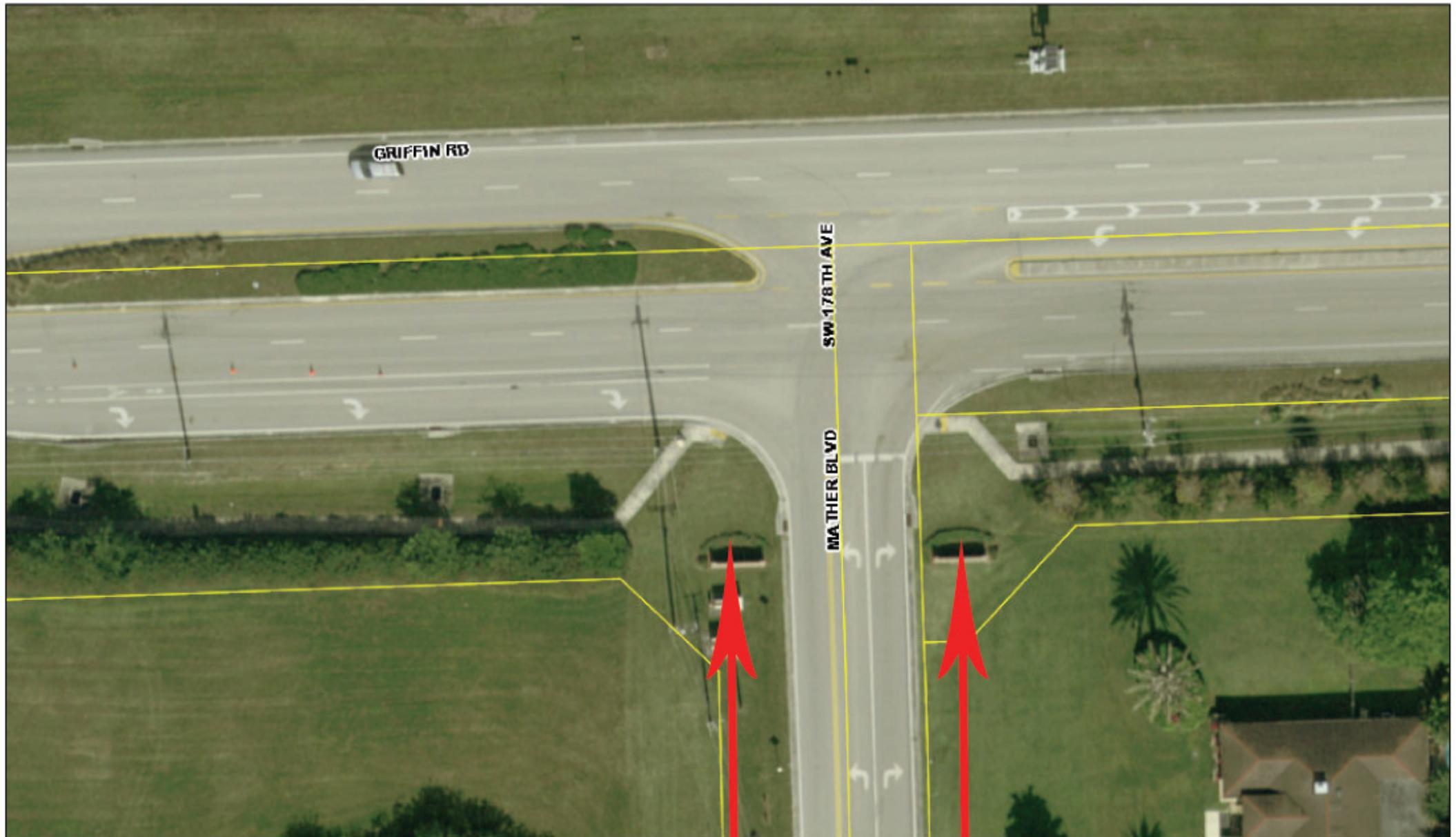
The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2015-2016** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.

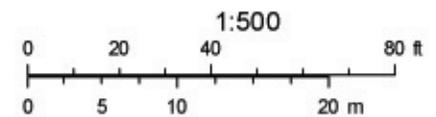
\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

# Rolling Oaks Civic Association Neighborhood Safety Grant



Solar Lights





# Invoice

P.H.I. Construction, Inc.  
 12555 Orange Drive Suite 4093  
 Davie, Fl. 33330  
 Office: 954-577-2969 Cell: 954-520-6105  
 Fax: 954-577-2965 www.phiconstruction.com

<b>Bill To</b>
ROCA Southwest Ranches, Fl. 33332

Date	Invoice No.	P.O. Number	Terms	Project
01/25/16	327430			

Item	Description	Quantity	Rate	Amount
Contractor Fee	Install MicroSolar - Lithium Battery - 120 LED floodlight. Automatically working from dusk to dawn at good sunshine - including 16.4 feet wire ground mounted. Install concrete footer as needed. Materials and labor included.	2	500.00	1,000.00

PAID

Thank you for your business.	<b>Subtotal</b>	<b>\$1,000.00</b>
	<b>Sales Tax</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$1,000.00</b>

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# **Rolling Oaks Civic Association Meeting Minutes**

**November 24, 2015**

## **I. Call to order**

President Kathy Sullivan called to order the regular meeting of the Rolling Oaks Civic Association at 7:15 PM at the Rolling Oaks Barn in Southwest Ranches.

## **II. Pledge of Allegiance:**

## **III. Approval of minutes from last meeting**

The minutes were approved from the last meeting.

Barbara Lester as Secretary noted the following Officers & Board members in attendance:

Kathy Sullivan, President  
Karen Parkerson, 2<sup>nd</sup> Vice President  
Marie Berry, Treasurer  
Barbara Lester, Secretary  
Board of Directors  
Lee Lester  
Cookie Nathan

## **IV. Treasurers Report** Was given by Marie Berry. Balance \$ 5,739.00

## **V. Presidents report**

Davie Police Report- Officer David Graziadei gave the report. non-emergency phone number 954 764-4357

holiday crime prevention list to Kathy Sullivan.

Dinner was served

## **VI. Committee report**

Santa comes to Rolling Oaks on December 20, 2015 from 6 to 9 PM at the Rolling Oaks Barn. Katy Braun Chair. All children will receive Christmas stocking from Santa. Hot chocolate, cookies, punch, and coffee will be served. Arts and crafts will be set up for the children.

## **VII. Old business**

Ballots were distributed. There were no nominations from the floor. The election took place ballots were counted for Officers and Board of Directors for 2016. The following were elected. President, Kathy Sullivan, 1<sup>st</sup> Vice President, Katy Braun, 2<sup>nd</sup> Vice President, Karen Parkerson, Treasurer, Marie Berry, Secretary, Barbara Lester, Board of Directors, Lee Lester, Ben Hodgers, Selena Hodgers, Cookie Nathan.

There will be no meeting in December.

**VIII. New business** Southwest Ranches Holiday Homeowners **Party** will be held at the Rolling Oaks Barn on Saturday December 19<sup>th</sup> Pot Luck.

No ROCA meeting will be held in December.

PHI Construction submitted an estimate for \$ 1,000.00 to furnish and install Micro Solar lighting on the Entrance Walls. Debra Goff-Rose made a motion to approve work and submit safety grant for reimbursement Cookie Nathan 2<sup>nd</sup> , voted on and approved.

**Ix. Public forum**

The Southwest Ranches Parks foundation Car Show was a huge success. Lots of cars came out. ROCA donated \$ 500.00 to the Foundation also tent was set up, & band stage by ROCA.

**X. Adjournment**

After a motion made by Lee Lester and 2<sup>nd</sup> by Cookie Nathan, Kathy Sullivan, President adjourned the meeting at 8:05 PM. Next meeting will be on January 26, 2016 at 7 PM.

Minutes respectfully submitted by: Barbara Lester

**RESOLUTION NO. 2015 - 033**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING THE COUNCIL'S DESIRE TO ESTABLISH THE TOWN OF SOUTHWEST RANCHES NEIGHBORHOOD SAFETY GRANT PROGRAM OPEN TO TOWN RECOGNIZED HOMEOWNERS AND CIVIC ASSOCIATIONS FOR FY 2014-2015 & CONTINUING THEREAFTER SUBJECT TO BUDGETARY CONSIDERATIONS; PROVIDING FOR APPLICATION REQUIREMENTS; PROVIDING THAT THE TOWN COUNCIL WILL BE SOLELY RESPONSIBLE TO REVIEW AND TO MAKE ANY GRANT AWARD; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$40,000 (FORTY THOUSAND DOLLARS), FROM THE TOWN'S FISCAL YEAR 2014 SURPLUS, FOR PROMOTION OF SAFE NEIGHBORHOODS; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a neighborhood safety grant program; and

**WHEREAS**, the Town of Southwest Ranches has determined that it is in the best interest of the residents to establish a Southwest Ranches Neighborhood Safety Grant Program; and

**WHEREAS**, the program is not funded in the current fiscal year 2014-2015, and the Town desires to provide funds for this program from its General Fund; and

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

**Section 1:** The Town Council of the Town of Southwest Ranches hereby establishes the Southwest Ranches Neighborhood Safety Grant Program open to Town recognized homeowners and civic associations for FY 2014-2015 and continuing thereafter subject to budgetary considerations. Any funds not utilized during the approved grant cycle shall be returned to the Town's general reserve fund, at the end of the then current fiscal year.

**Section 2:** The Neighborhood Safety Grant Program Criteria; Application; and Agreement is attached hereto, and is incorporated herein by reference as Composite Exhibit "A". Such criteria shall include that all grants shall require a minimum of at least a twenty-five percent (25%) match, not including in-kind services, that grants, subject to the Town Council's approval, may include soft costs, that a grant applicant can only apply for one grant per grant cycle, that all grants must be made for a public purpose as defined by state law, and that all grants shall be paid out as reimbursements based upon certain milestones being met, as setforth in the grant agreement.

**Section 3:** The Town Council shall be solely responsible to review and to make any grant awards, including establishing the maximum amount of the grant, criteria for submission, submission timeframes, and approval of the final grant agreement.

**Section 4:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to make such modifications, additions and/or deletions, which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5:** In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, a FY 2014-2015 Budget amendment totaling \$40,000 enabling the partial utilization of unassigned General Fund Fund Balance, which includes our unaudited Fiscal Year 2014 increase of \$372,269 (\$3,830,892-\$3,458,623), is required by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$40,000 and increasing the General Fund: Other Grants /Aid expense account 001-1000-511-82100 in the amount of \$40,000.

**Section 6:** That this Resolution shall become effective immediately upon its adoption.

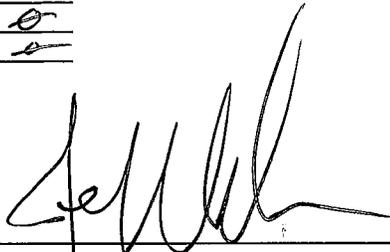
**[Signatures on Next Page]**

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

Ranches, Florida, this 23<sup>rd</sup> day of April 2015, on a motion by V. Martinelli, and seconded by J. M. Breitkreuz.

Nelson Yes  
Fisikelli Yes  
Breitkreuz Yes  
McKay No  
Jablonski Yes

Ayes 4  
Nays 1  
Absent 0  
Abstaining 0

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

Attest:

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

Approved as to Form and Correctness:

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

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# **Neighborhood Safety Grant Program**

**FY 2014-2015**

**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331  
954-434-0008  
[www.southwestranches.org](http://www.southwestranches.org)**

# **Neighborhood Safety Grant Program**

**FY2014/2015**

## **PURPOSE**

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

## **WHO CAN APPLY**

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

## **GRANT REQUIREMENTS**

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of twenty five percent (25%) of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

## **TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES**

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

## **APPLICATION PROCESS**

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

## **STAFF CONTACT**

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact \_\_\_\_\_.

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**APPLICATION INSTRUCTIONS AND REQUIREMENTS**

Project Name:

\_\_\_\_\_  
Neighborhood:

\_\_\_\_\_  
Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
Name and Title of Contact Person:

\_\_\_\_\_  
Phone:

Daytime: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email Address:  
\_\_\_\_\_

1. What is the amount of your grant request? \$ \_\_\_\_\_  
*(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)*

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**Project Information:**

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)

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2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

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3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

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4. Describe the Resident/Community involvement in accomplishing this project.

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5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).

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6. Estimate how long it will take to complete the project (not to exceed nine months).

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7. Will you be removing any existing plants or trees? \_\_\_\_ Yes \_\_\_\_ No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be requires from the Town of Southwest Ranches.

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8. Clearly show public right-of-ways, easements and private lands on the plans.

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**PROJECT FUNDING**

A. Funds requested (\$40,000 max): \_\_\_\_\_

B. Match (minimum of 25%): \_\_\_\_\_

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

I understand and agree to these terms

---

**CERTIFICATION OF THE APPLICANT**

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**NEIGHBORHOOD SAFETY GRANT PROGRAM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Southwest Ranches (“Town”), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and \_\_\_\_\_, a neighborhood, civic, or homeowner’s association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as “Neighborhood Association”, which Neighborhood Association has as its principal address at \_\_\_\_\_ do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town’s Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as “Project”), a description of which is shall be attached as Exhibit “A” of this Agreement; and

WHEREAS, the Grantee’s receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$ \_\_\_\_\_ under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of \$ \_\_\_\_\_.

3. Payment: Town shall pay to Grantee the agreed upon grant amount specified herein based upon completion of certain milestones as the Project has been completed to the satisfaction of Town staff, as set forth in Exhibit "B". Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed by the \_\_\_ day of \_\_\_\_\_, 20 \_\_. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monthly Statements: Monthly progress statements in the form set forth in Exhibit "C" to this Agreement must be submitted to the Town on or before the last Thursday of every month during the length of the Project. When work has begun, receipts and invoices must be submitted with the monthly statements. The submittal of monthly statements is an express condition of this Agreement. Grantee's violation of said condition may result in termination of this Agreement and revocation of the grant hereunder.
10. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
11. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.

12. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331**

13. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.

14. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.

15. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.

16. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By \_\_\_\_\_  
Andrew D. Berns  
Town Administrator

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

ATTEST:

\_\_\_\_\_  
RUSSELL MUÑIZ  
Assistant Town Administrator/Town Clerk

Approved as to form and completeness for the  
Use and reliance of the Town of Southwest Ranches, only

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

NEIGHBORHOOD ASSOCIATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Corporate/Neighborhood  
Association Secretary

## Exhibit A

### Town of Southwest Ranches Neighborhood Safety Grant Program

#### DESCRIPTION OF PROJECT

##### Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)

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2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

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3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

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Exhibit B

Town of Southwest Ranches  
Neighborhood Safety Grant Program

Completion Milestones

Exhibit C

Town of Southwest Ranches  
Neighborhood Safety Grant Program

**MONTHLY PROGRESS STATEMENT**

***\*\*To be completed by the applicant after execution of a grant award***

Status Report for the Month of \_\_\_\_\_, 20\_\_

Project Address \_\_\_\_\_

Contact person for the project: \_\_\_\_\_

Telephone: \_\_\_\_\_

I. Narrative description of activity status/milestones:

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II. Expected work to be completed in the next month:

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**Exhibit C**  
Town of Southwest Ranches  
Neighborhood Safety Grant Program

**NEIGHBORHOOD SAFETY GRANT PROGRAM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of Southwest Ranches (“Town”), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Rolling Oaks Civic Association, a neighborhood, civic, or homeowner’s association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as “Neighborhood Association”, which Neighborhood Association has as its principal address at 17200 SW 59<sup>th</sup> Court, Southwest Ranches, FL 33331 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town’s Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as “Project”), a description of which is shall be attached as Exhibit “A” of this Agreement; and

WHEREAS, the Grantee’s receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$750.00 under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of \$250.00.

3. Payment: Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed by the \_\_\_ day of \_\_\_\_\_, 20 \_\_. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33331**

12. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.
13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.
15. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By \_\_\_\_\_  
 Andrew D. Berns  
 Town Administrator

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

ATTEST:

\_\_\_\_\_  
 RUSSELL MUÑIZ  
 Assistant Town Administrator/Town Clerk

Approved as to form and completeness for the  
 Use and reliance of the Town of Southwest Ranches, only

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

NEIGHBORHOOD ASSOCIATION

ATTEST:

By \_\_\_\_\_  
 President

\_\_\_\_\_  
 Corporate/Neighborhood  
 Association Secretary

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitkreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, Town Engineer  
**DATE:** 7/28/2016  
**SUBJECT:** SW 54th Place and SW 207th Terrace Drainage Improvements

### **Recommendation**

To place this item on the agenda for Council consideration and approval to issue a Purchase Order to Weekley Asphalt Paving Inc. for the Drainage and Infrastructure Advisory Board recommended SW 54th Place and SW 207th Terrace Drainage Improvements.

### **Strategic Priorities**

B. Enhanced Resource Management

D. Improved Infrastructure

### **Background**

When SW 207<sup>th</sup> Terrace was being permitted for construction, the South Broward Drainage District required the City of Pembroke Pines to install a 24" plug from the road's positive drainage system to the Town boundary for a future connection that would benefit the Town.

The Town recently completed roadway and swale improvements on SW 54<sup>th</sup> Place between SW 208<sup>th</sup> Avenue and the newly constructed SW 207<sup>th</sup> Terrace. Installing a Type "C" Inlet with a flap gate and a 24" pipe will allow the newly constructed swale to drain into the City of Pembroke Pines' system at Franklin Academy. The Drainage and Infrastructure Advisory Board has prioritized this project.

The South Broward Drainage District designed the inlet connection and has agreed to obtain the required permits from the City of Pembroke Pines. Town staff received three quotes for the work:

<b>Proposer</b>	<b>Amount</b>
Weekley Asphalt Paving, Inc.	\$16,800
Everglades Contracting LLC	\$24,028
G.W. Bulldozing Inc.	\$28,000

**Fiscal Impact/Analysis**

The Town budgeted \$100,000 for drainage improvements in Account # 101-5100-541-63260 (Infrastructure – Drainage) in the FY 2015-2016 Town Budget, which is available and unencumbered.

**Staff Contact:**

Rod Ley, PE, LEED AP, CPESC  
Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	7/21/2016	Resolution
Weekley Proposal	7/13/2016	Backup Material
GW Proposal	7/13/2016	Backup Material
Everglades Proposal	7/13/2016	Backup Material

**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING A PURCHASE ORDER IN THE AMOUNT \$16,800.00 TO WEEKLEY ASPHALT PAVING INC. TO COMPLETE THE SW 54<sup>TH</sup> PLACE AND SW 207<sup>TH</sup> TERRACE DRAINAGE IMPROVEMENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage project at the intersection of SW 54<sup>th</sup> Place and SW 207<sup>th</sup> Terrace; and

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

**WHEREAS**, the Town budgeted \$100,000 for drainage improvements in the FY 2015-2016 Town Budget; 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**, pursuant to the Town's Procurement Code, Ordinance No. 2012-08, the Town reviewed three quotes, and Weekley Asphalt Paving Inc. was the lowest responsive and responsible bidder to complete the SW 54<sup>th</sup> Place and SW 207<sup>th</sup> Terrace drainage improvements in the amount of \$16,800.00; and

**WHEREAS**, the Town Council desires to issue a Purchase Order in the amount of \$16,800.00 to Weekley Asphalt Paving, Inc. for drainage improvements, in accordance with the terms and conditions contained within the procurement attached hereto as Exhibit "A."

**WHEREAS**, this purchase will be funded from the Infrastructure – Drainage Account No. 101-5100-541-63260.

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

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

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

**Section 2.** The Town Council hereby authorizes the issuance of a Purchase Order in the amount of \$16,800.00 to Weekley Asphalt Paving, Inc. for the drainage project at SW 54<sup>th</sup> Place and SW 207<sup>th</sup> Terrace, in accordance with the terms and conditions contained within the procurement attached hereto as Exhibit "A."

**Section 3.** 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 \_\_\_\_\_  
McKay \_\_\_\_\_  
Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Fisikelli \_\_\_\_\_

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

113380156.1

**From:** [Mike Vlam](#)  
**To:** [Emily McCord](#)  
**Subject:** SW 54th Place Drainage  
**Date:** Monday, April 18, 2016 7:03:59 AM  
**Attachments:** [image002.png](#)

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Our price for constructing 16' of 24" Pipe, ditch bottom inlet w/ flap gate and yard drain:

\$16,800.00

**Mike Vlam**  
**Weekley Asphalt Paving, Inc.**

954-444-1059

[mike@weekleyasp.com](mailto:mike@weekleyasp.com)

Weekley%20Logo%20Little



G.W. Bulldozing, Inc.

4581 Weston Road  
 Suite 254  
 Weston, Fl. 33331

# Estimate

Date	Estimate #
7/6/2016	461

<b>Name / Address</b>
Town or Southwest Ranches 13400 Griffin Road SWR, FL. 33330

<b>Ship To</b>
Project: SW 54th Place Drainage Inlet SWR, Fl. 33331

Qty	Description	Total	Cost
	Installation of one Series 6000 10C Flap Gate  Includes: Concrete Catch Basin & Pipes Trackhoe & Labor Swale & Sod  * G.W. BULLDOZING, INC. IS NOT RESPONSIBLE FOR SURVEY, PERMITS, LAYOUTS OR AS BUILTS  ** G.W. BULLDOZING, INC. IS NOT RESPONSIBLE FOR UTILITIES OF ANY KIND (ABOVE OR UNDERGROUND)  A DEPOSIT OF \$8,000.00 IS DUE UPON START UP OF JOB AND THE BALANCE OF \$20,000.00 IS DUE UPON COMPLETION OF JOB.	28,000.00	28,000.00

	<b>Total</b>	\$28,000.00
--	--------------	-------------

Signature \_\_\_\_\_

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
954-434-2488	954-434-2488	gwbulldozinginc@yahoo.com

May 4, 2016

Town of Southwest Ranches

Attn: Rod Ley

SW 54th Place Drainage

		Quantity	Unit	Unit Cost	Total Cost
1	MOBILIZATION	1	LS	\$ 3,000.00	\$ 3,000.00
1	24" RCP	64	LF	\$ 106.00	\$ 6,784.00
2	TYPE C CATCH BASIN	1	EA	\$ 3,990.00	\$ 3,990.00
3	24" FLAP GATE	1	EA	\$ 3,053.00	\$ 3,053.00
4	24" NYLO DRAIN BASIN	1	EA	\$ 3,021.00	\$ 3,021.00
5	15" HDPE	20	LF	\$ 89.00	\$ 1,780.00
6	LAYOUT & ASBUILTS	1	LS	\$ 2,400.00	\$ 2,400.00

**Total Cost: \$ 24,028.00**

Pricing based on: Plan Sheet from Erdman Anthony and Pictures in Email Received April 21st, 2016 . Pricing assumes existing 24" Plug is West of Paved Area on SW 207th Ter in Green Area.

Inclusions: Pipe, Materials, Fittings, Bedding, Labor, Testing, Layout, Asbuilts, Removal of Vegetation including Robellini Palms, Sod Restoration, MOT, Erosion Control, and Mobilization.

Exclusions: Removal of Royal Palms, Regrading Entire Swale, Bonds, Permits, Engineering , Dewatering, Handling of Contaminated Materials, Manhole Painting or Coating, Paving, Concrete or any other work not specifically mentioned above.

Everglades Contracting LLC

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

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

**Town Council**  
**Jeff Nelson, Mayor**  
**Doug McKay, Vice-Mayor**  
**Freddy Fisikelli, Council Member**  
**Steve Breitreuz, 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:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muñiz, Assistant Town Administrator/Town Clerk  
**DATE:** 7/28/2016  
**SUBJECT:** Council Chambers Technology Improvements

#### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with Sound Planning Distributors, Inc. to complete a Council Chambers Technology Improvement project.

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

On June 13, 2016, the Town advertised Invitation for Bid (IFB) 16-007 for the Council Chambers Technology Improvements project. A mandatory pre-bid meeting was attended by four (4) audio/visual vendors. On July 11, 2016, the Town received one (1) response:

<b>Proposer</b>	<b>Amount</b>
Sound Planning Distributors, Inc.	\$11,302

After reviewing the bids, it was determined that Sound Planning Distributors, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB.

**Fiscal Impact/Analysis**

Sufficient funds to complete the project within the current fiscal year have been identified (Machinery and Equipment account #001-519-3900-64100) due to other projects being completed under expected costs.

**Staff Contact:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	7/21/2016	Resolution
Agreement - TA Approved	7/21/2016	Agreement
Quotation	7/15/2016	Backup Material
Recommend Award	7/15/2016	Backup Material

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ELEVEN THOUSAND THREE HUNDRED AND TWO DOLLARS (\$11,302) WITH SOUND PLANNING DISTRIBUTORS, INC. TO COMPLETE THE COUNCIL CHAMBERS TECHNOLOGY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council Chambers is used for many different meeting types including Council Meetings, Workshops, staff and community training, and neighborhood associations; and

**WHEREAS**, the myriad meetings often require multimedia presentations to convey necessary information; and

**WHEREAS**, the existing equipment is inadequate to convey multimedia presentations in the most efficient and effective way, thereby potentially causing a deficiency in the message conveyed to the Town Council, staff, and other attendees; and

**WHEREAS**, on June 13, 2016, the Town advertised Invitation for Bid (IFB) 16-007 for the Council Chamber Technology Improvements; and

**WHEREAS**, on June 29, 2016, a mandatory pre-bid meeting was held which was attended by four (4) audio/visual vendors.

**WHEREAS**, on July 17, 2016, the Town received one (1) response; and

**WHEREAS**, after reviewing the bid, it was determined that Sound Planning Distributors, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

**WHEREAS**, Sound Planning Distributors, Inc. bid tabulation, as the lowest responsive and responsible bidder, came in at \$11,302; 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**, while not budgeted for Fiscal Year 2016 but contemplated for Fiscal Year 2017, funding has been identified and is available in the Machinery and Equipment account #001-3900-519-64100 for completion in the current fiscal year; and

**WHEREAS**, it has been determined to be in the public's best interest to award the bid to Sound Planning Distributors, Inc.; 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 Eleven Thousand Three Hundred and Two Dollars (\$11,302) with Sound Planning Distributors, Inc. to provide Council Chamber technology improvements, as outlined in IFB 16-007, 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 authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**[Signatures On Next Page]**

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

Ranches, Florida, this 28th day of July, 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 Poliakoff, Town Attorney

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**EXHIBIT "A"**

**AGREEMENT**

**BETWEEN THE**

**TOWN OF SOUTHWEST RANCHES**

**AND**

**SOUND PLANNING DISTRIBUTORS INC.**

**FOR**

TOWN OF SOUTHWEST RANCHES  
COUNCIL CHAMBER TECHNOLOGY  
IMPROVEMENTS

IFB No. 16-007

AGREEMENT FOR  
Town of Southwest Ranches  
Council Chamber Technology  
Improvements

**THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_ day of July 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Sound Planning Distributors, Inc. (hereinafter referred to as “Contractor”).**

**WHEREAS**, the Town desires to provide technical improvements to the Council Chamber (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 16-007 on June 13, 2016 (“IFB”); and

**WHEREAS**, one bid was received by the Town on July 11, 2016; and

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

Council approving the recommended award and has selected Sound Planning Distributors, Inc. for award of the Project.

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

**Section 1: Scope of Services**

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

must comply with the terms and conditions of the following grant: Office of Greenway Trails – Recreation Trail Program.

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

## **Section 2: Term of this Agreement and Agreement Time**

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

- (iv) The Town's engineer/architect of record for the Project, Council Chamber Technology Improvements, 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 **forty five (45) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

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

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;

- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Council Chamber Technology Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

### **Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of Eleven Thousand Three Hundred and Two Dollars (\$11,302.00) ("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. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

#### **Section 4: Assignment**

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

#### **Section 5: Contractor's Responsibility for Safety**

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

#### **Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of A- or better in accordance with A.M. Best's Key Rating Guide.

6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **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:**  
[SECTION NOT USED]

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), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration

of this Agreement.

**Section 11: Non-discrimination**

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex,

National origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assignees for the period during which any Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

**Section 12: Sovereign Immunity**

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

**Section 13: Prevailing Party Attorneys' Fees**

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

**Section 14: No Third Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and

regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

### **Section 17: Public Records**

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

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

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: [RMUNIZ@SOUTHWESTRANCHES.ORG](mailto:RMUNIZ@SOUTHWESTRANCHES.ORG); RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

**Section 18: Termination**

The Agreement may be terminated upon the following events:

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

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

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

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

#### **Section 19: Public Entity Crimes Information Statement**

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

#### **Section 20: Use of Awarded Bid by Other Governmental Units**

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

#### **Section 21: Change Orders and Modification of Agreement**

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

and of equal dignity associated with the original execution of the Agreement.

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 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. 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: Sound Planning Distributors, Inc.  
5726 SW 103<sup>rd</sup> Avenue  
Cooper City, Florida 33328

**Section 33: Miscellaneous**

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

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

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

**C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This

Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

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

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

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

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

**J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**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]**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: Sound Planning Distributors, 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 July 2016.

**WITNESSES:**

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

Sound Planning Distributors, Inc.

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

\_\_\_\_\_, \_\_\_\_\_ (title)

\_\_\_ day of July 2016

**TOWN OF SOUTHWEST RANCHES**

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

Jeff Nelson, Mayor

\_\_\_ day of July 2016

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

Andrew D. Berns, Town Administrator

\_\_\_ day of July 2016

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

113383649.1

SOUND PLANNING DISTRIBUTORS INC 5726 SW 103  
 AV FT. LAUDERDALE, FL 33328  
 860 RAMEY MT RD HIAWASSEE, GA 30546  
 W89 DENSMORE DR ST IGNACE, MI 49781  
 MI  
 (800) 689-6233  
 dave@soundplanning.biz  
 www.soundplanning.biz



ADDRESS  
 DOUG MC KAY  
 TOWN OF SOUTHWEST RANCHES

QUOTATION 1282

DATE 07/05/2016

ACTIVITY	QTY
MISC LABOR RELOCATE CUSTOMER'S LCD SCREENS	1
VP-4000 HITACHI 4000 ANSI LUMEN 16:9 HD PROJECTOR	2
CM-10 CEILING PROJECTOR MOUNT	2
VGA HD-15 COMPUTER TO PROJECTOR CABLE	4
VGA DST-4 VGA DISTRIBUTION AMPLIFIER	1
LT-2633 LUTRON LIGHTING CONTROL	1
LABOR INSTALLATION/WIRING TO EXISTING SYSTEM	1
AC POWER 110 VAC POWER TO BE PROVIDED BY CUSTOMER FOR PROJECTORS AND LCD SCREENS	1

Please reply to confirm that you received this quote.  
 Dave Armstrong  
 Sound Planning

TOTAL \$9,270.00

Accepted By

Accepted Date

ONE YEAR WARRANTY PARTS AND LABOR

STATE CERTIFIED SPECIALTY ELECTRICAL CONTRACTOR  
 LICENSE #12000ES292  
 ESTABLISHED 1970

BIDDER: Sound Planning

**BID AND PROPOSAL FORM**

**SOUTHWEST RANCHES COUNCIL CHAMBER TECHNOLOGY IMPROVEMENTS**

**Proposal 2**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	INSTALL 110VAC ELECTRICAL OUTLETS FOR TV'S AND PROJECTORS		\$ 2032	\$ 2032 <sup>00</sup>
2.			\$ _____	\$ _____
3.			\$ _____	\$ _____
4.			\$ _____	\$ _____
5.			\$ _____	\$ _____
6.	Installation and interface with existing system			\$ _____
TOTAL OF ALL BID ITEMS				\$ 2032 <sup>00</sup>

The unit price for these items shall be full compensation for removal and reinstallation of the existing LCD Screens and any and all cables, connectors, hardware, switches, relays, panels or other equipment not needed under this scope, and/or as described herein. These items include, but are not limited to the following: all labor, equipment, and delivery to site, loading & unloading, and all other necessary items to complete this IFB.

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



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

## NOTICE OF RECOMMENDED AWARD

### IN RESPONSE TO

Southwest Ranches Council Chamber Technology Improvements

IFB No. 16-007

On July 11, 2016 the Town of Southwest Ranches received one (1) response to its Invitation for Bids (IFB) No. 16-007 relating to the Southwest Ranches Council Chamber Technology Improvements. In accordance with the IFB, the Town intends to award a contract to the lowest responsive and responsible bidder whose bid meets the requirements of the IFB. After reviewing the bids submitted, the Town staff found Sound Planning Distributors Inc. as the lowest responsive and responsible bidder. It is anticipated that the award recommendation and proposed contract will be considered on the July 28, 2016 Town Council's Agenda for approval.

### **Recommended Award**

Based upon review of the submittals the Town Administrator recommends an award to the following vendor:

Sound Planning Distributors Inc.

Copies:

Posted on the Website

Posted on Onvia/DemandStar

Posted: July 11, 2016