



Southwest Ranches Town Council

REGULAR MEETING

Agenda of January 26, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 2nd Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 24, ARTICLE IV, ENTITLED "PARKING, STOPPING, AND STANDING ENFORCEMENT" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO PROVIDE FOR DEFINITIONS AND PROHIBITED PARKING ON STREETS WITHIN THE TOWN'S MUNICIPAL BOUNDARIES; AUTHORIZING THE ISSUANCE OF CITATIONS FOR NON MOVING VIOLATIONS; AUTHORIZING SERVICE OF PARKING TICKETS ON PARKED VEHICLES; AUTHORIZING THE REMOVAL AND IMPOUNDMENT OF VEHICLES IN VIOLATION; PROVIDING FOR INCLUSION IN THE TOWN CODE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {APPROVED ON FIRST READING ON DECEMBER 8, 2016}**

9. **RECONSIDERATION:**
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 {APPROVED ON 1st READING - AUGUST 25, 2016 - DENIED 3-2 ON SECOND READING - DECEMBER 8, 2016 - REQUIRES A SUPERMAJORITY VOTE}.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF SEVENTY SIX THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS AND FORTY NINE CENTS (\$76,486.49) WITH FLORIDA CONSTRUCTION AND ENGINEERING INC. TO COMPLETE THE FOUNDER'S TRAILSIDE PARK IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016/ 2017 BUDGET FOR FOUNDER'S TRAILSIDE PARK IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WORK PROPOSALS WITH CRAIG A. SMITH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES AND CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE STIRLING ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE PIGGYBACK OF STATE CONTRACT #973-561-10-1 AND THE ISSUANCE OF A PURCHASE ORDER TO ENABLE ADVANCED DATA SOLUTIONS, INC. (ADS) TO DIGITALLY CONVERT STORED PERMIT DRAWINGS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER NOT TO EXCEED FIFTEEN THOUSAND (\$15,000); AND PROVIDING AN EFFECTIVE DATE.

Discussion

13. Bulk Waste Collection
14. Town Administrator/Town Financial Administrator Annual Review
(Tabled from December 8, 2016 Regular Meeting)

15. Approval of Minutes

- a. October 27, 2016 Regular Meeting**
- b. November 10, 2016 Regular Meeting**
- c. November 16, 2016 Special Meeting**
- d. December 8, 2016 Regular Meeting**

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.

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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
Doug McKay, Mayor
Steve Breitzkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 1/26/2017
SUBJECT: Code Amendment - Parking Enforcement

Recommendation

Motion to approve the ordinance.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On August 27, 2015, the Town Council passed Ordinance 2015-005 which created Chapter 24, Article IV, of the Town's Code of Ordinances entitled Parking, Stopping, and Standing Enforcement which was intended to provide police officers or anyone so authorized to issue parking citations for violations related to disabled parking laws. The ordinance also delegated collection and enforcement authority to the Clerk of the Broward County Courts. This amendment provides additional sections to the code and incorporates revisions requested by the Town Council on first reading.

Fiscal Impact/Analysis

There is no fiscal impact for the passage of the ordinance. Should a citation be issued, the fee to the violator is \$252.00 for disabled parking citations, and \$30 for all other citations. Of this amount the Town will receive \$242.50 and \$22.50 respectively when the citation is

remitted to the Clerk of Courts and paid. These net amounts reflect processing charges by the Clerk of Courts, per the Interlocal Agreement (ILA) entered into via Resolution 2015-066 on August 27, 2015. No projections can be made on the number of citations that might be issued.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Second Read - TA Approved - Final Version	1/11/2017	Ordinance

ORDINANCE NO. 2017-

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 24, ARTICLE IV, ENTITLED "PARKING, STOPPING, AND STANDING ENFORCEMENT" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO PROVIDE FOR DEFINITIONS AND PROHIBITED PARKING ON STREETS WITHIN THE TOWN'S MUNICIPAL BOUNDARIES; AUTHORIZING THE ISSUANCE OF CITATIONS FOR NON MOVING VIOLATIONS; AUTHORIZING SERVICE OF PARKING TICKETS ON PARKED VEHICLES; AUTHORIZING THE REMOVAL AND IMPOUNDMENT OF VEHICLES IN VIOLATION; PROVIDING FOR INCLUSION IN THE TOWN CODE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches wishes to update its Ordinances to provide for laws which govern stopping, standing and parking of vehicles within the Town, to comply with current State laws; and

WHEREAS, the Town of Southwest Ranches desires to provide for the regulation of the operation of motor vehicles, traffic and parking within its municipal boundaries; and

WHEREAS, the Town of Southwest Ranches believes that it is in the best interest of the health, safety, and welfare of its residents to provide for the enforcement of the violations of these regulations.

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

SECTION 1. The following new sections shall be codified within Chapter 24, Article IV, entitled "Parking, Stopping, and Standing Enforcement," and shall be codified as follows:

Sec. 24-44. - Parking control devices—Defined.

For the purposes of this article, a "parking control device" is defined to include, but not be limited to, parking meters, pavement markings, and signs. To the extent practicable, these devices shall conform to commonly recognized state or county devices used for the same purpose in other jurisdictions. However, nothing in this section shall invalidate any parking-control device installed at the discretion, direction, or approval of the Town, the State, or Broward County.

Sec. 24-45. - Same—Adherence to.

It shall be a violation of this article for any person to stop, stand, or park a vehicle in a manner other than that required by the parking-control device placed at that location under the authority of the preceding section.

Sec. 24-46. - Temporary parking.

Nothing herein shall prohibit the reasonable parking and use of any vehicle or equipment at a location while performing lawful and authorized work, public or private, at the location, including:

- (a) Tradesmen performing service work or making deliveries of merchandise.
- (b) Public ~~utility~~ service work.

- (c) Temporary parking for the purpose and actual performance of loading or unloading a vehicle in preparation for or upon return from the use of said vehicle; provided, however, that any vehicle so parked be kept in the driveway where possible.

Sec. 24-47. - Parking for certain purposes prohibited.

No person shall park a vehicle upon any street, swale, public right-of-way, or vacant unimproved real property for the principal purpose of:

- (a) Displaying such vehicle for sale.
- (b) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency.
- (c) Displaying advertising.
- (d) Selling merchandise from such vehicle except in a duly established ~~market~~ ~~place~~location, or when so authorized or licensed under the ordinances of this municipality.
- (e) Storage or as junkage or dead storage for more than twenty-four (24) hours.

Sec. 24-48. – Prima Facie Evidence & Right of Removal

- (a) It shall be prima facie evidence that a vehicle is parked for the purpose of dead storage when such vehicle is parked upon any street, public right-of-way or vacant unimproved real property for more than twenty-four (24) consecutive hours.

- (b) The police department or code enforcement officer of the town shall have the authority to remove or tow away, at the expense of the owner of a wrongfully parked vehicle, any vehicle in violation of this section.

Sec. 24-49. - Parking prohibited at all times at certain places.

No person shall park a vehicle at any time on any of the following parts of streets, swales, sidewalks or sidewalk areas where signs are erected giving notice thereof:

- (a) Certain buildings. In front of the entrance to any building where, in the opinion of the chief of police or town administrator, parking should be prohibited for public safety.
- (b) Near traffic control device. Within thirty (30) feet on either side of any traffic-control device, such as stop signs, yield signs or otherwise.
- (c) Excavation or construction zones. In any area designated as an excavation or construction zone.
- (d) Fire hydrants. Within fifteen (15) feet on either side of any fire hydrant.
- (e) Facing oncoming traffic. On any street, right-of-way, or within a swale area that is within five (5) feet of any street or right-of-way, in such a manner as to face oncoming, opposing traffic, whether or not curbing is present.
- (f) Adjacent to schools. Upon either or both sides of any street adjacent to any school.

- (g) Narrow streets. Upon certain narrow streets, which impedes the flow of traffic.

Sec. 24-50. - Handicapped parking spaces.

- (a) The provisions contained in Florida State Statutes, section 316.1964, entitled "Exemption of vehicles transporting certain persons who have disabilities from payment of parking fees and penalties"; Section 316.1955, entitled "Enforcement of parking requirements for persons who have disabilities"; and Section 316.1957, entitled "parking violations; designated parking spaces for persons who have disabilities" are hereby adopted and incorporated by reference into this section.
- (b) Any person who parks, stops or stands a motor vehicle in any space designated "handicapped only" shall be in violation of this section unless the proper permit and license plate and tag designated by said statutes is properly and prominently displayed on such motor vehicles.

Sec. 24-51. - Parking within lines.

It shall be a violation for any vehicle to be parked so that a portion of the vehicle extends over the lines delineating the parking space for that vehicle [such that the improperly parked vehicle either impedes the flow of pedestrian or vehicular traffic, or alters the ability to park an adjacent vehicle.](#)

Sec. 24-52. - Parking not to obstruct traffic.

It shall be a violation for any vehicle to be parked on any street or traffic way in such a way as to obstruct or hinder the flow of traffic thereon.

Sec. 24-53. - Standing in restricted parking zone.

No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such zone for the purpose of and while actually engaged in loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose to which parking is restricted.

Sec. 24-54. - Angle parking, backing prohibited.

In spaces marked for angle parking, all vehicles shall be parked with the front end facing into the space provided for parking in all public areas within the town. The operators of vehicles are prohibited from backing any vehicle into such angle parking spaces. No person shall stop, stand or park a vehicle other than at the angle to the curb or into the roadway indicated by such signs or markings.

Sec. 24-55. - Diagonal and parallel parking.

When signs authorized by the town, are erected giving notice of diagonal and parallel parking areas, it shall be a violation for any person to stop, stand or park a vehicle in this manner prohibited by said sign or pavement marking.

Sec. 24-56. - Double parking.

It shall be a violation of this section for any person to stop, stand or park any motor vehicle upon the roadway side of another vehicle that is parked, stopped or standing legally within a parking space.

Sec. 24-57. - Permit parking.

When signs authorized by the town are erected prohibiting parking in a place designated by permit only, it shall be a violation for any person to stop, stand or park a vehicle in such designated area without a proper permit.

Sec. 24-58. - Safety zone.

When the town authorizes a section of pavement to be marked with crosshatched pavement markings, or otherwise, indicating a safety zone, it shall be a violation for any person to stop, stand or park any motor vehicle in such safety zone.

Sec. 24-59. - Parking in areas designated as a fire station, fire lane or fire zone.

When signs authorized by the town are erected giving notice of a fire station, fire zone or a fire lane, it shall be a violation for any person to stop, stand or park any motor vehicle within such zone.

Sec. 24-60. - Standing in loading zones.

(a) Passenger zone. No person shall stop, stand or park a vehicle for any purpose or period of time except for the expeditious loading and unloading of passengers in any place marked as a passenger curb loading zone during

hours when the regulations applicable to such passenger curb loading are effective, and then only for a period not to exceed five (5) minutes.

(b) Freight zone:

(1) No person shall stop, stand or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a freight curb loading zone during hours when provisions applicable to such zones are in effect. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

(2) The driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone.

Sec. 24-61. - Stopping, standing or parking near hazardous or congested places.

When official signs are erected at hazardous or congested places, no person shall stop, stand or park a vehicle in any such designated place.

Sec. 24-62. - Standing or parking on one-way roadways and streets.

(a) Roadways. In the event a street includes two (2) or more separate roadways and traffic is restricted to one direction upon any such roadway, no person

shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are erected to permit such standing or parking.

- (b) Streets. When appropriate signs are erected giving notice thereof, no person shall stand or park a vehicle upon the left-hand side of any one-way street in violation of any such sign.

Sec. 24-63. - Crosswalk or intersection.

It shall be a violation for any person to stop, stand or park any motor vehicle within twenty (20) feet from either side of any crosswalk or intersection.

Sec. 24-64. - Blocking driveways.

It shall be a violation for any person to stop, stand or park any motor vehicle so as to block any public or private driveway, [unless the property owner has specifically consented to having their driveway blocked.](#)

Sec. 24-65. - Bridge or arterial roadway.

It shall be a violation for any person to stop, stand or park any motor vehicle upon any bridge or arterial roadway.

Sec. 24-66. - Standing or parking on sidewalk.

It shall be a violation for any person to stop, stand or park a motor vehicle upon any part of any public sidewalk.

Sec. 24-67. - Unattended motor vehicle.

- (a) It shall be a violation of this section for any person to leave a motor vehicle unattended with the ignition key in the vehicle whether or not the engine is on.
- (b) Whenever any enforcement personnel shall find a motor vehicle standing unattended with the ignition key in the vehicle, in violation of this section, such enforcement personnel are authorized to remove such key from such vehicle and to post a notice in such vehicle stating where the key may be recovered.

This section does not apply to the operator of:

- (a) An authorized emergency vehicle while in the performance of official duties and the vehicle is equipped with an activated antitheft device that prohibits the vehicle from being driven;
- (b) A licensed delivery truck or other delivery vehicle while making deliveries;
- (c) A solid waste or recovered materials collection vehicle while collecting such items; or
- (d) A vehicle that is started by remote control while the ignition, transmission, and doors are locked.

DIVISION 2. - ENFORCEMENT

Sec. 24-71. - Authority to remove and impound vehicles standing in violation of article provisions.

- (a) Whenever any police officer, or code enforcement officer finds a vehicle standing upon any street, sidewalk, or swale, in violation of any of the foregoing provisions of this article, such officer is hereby authorized to move, have it moved, or impound or vehicle, or require the driver or person in charge of the vehicle to immediately move it.

Sec. 24-72. - Authority to issue citations for nonmoving violations.

Parking enforcement specialists are hereby authorized to issue citations for nonmoving violations of this chapter. The town council shall designate those nonmoving violations for which fines shall be established and accepted and shall further specify by suitable schedules the amount of such fines, provided such fines are within the limits provided by law.

Sec. 24-73. - Parking tickets.

The Town is authorized to have a quantity of parking tickets printed and said ticket is hereby authorized as a proper notice to be given by the police or code enforcement department to persons parking vehicles illegally or improperly. Service of said ticket may be made by leaving same in or on the parked vehicle.

Section 2: Codification. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the ~~Charter~~ Code of Ordinances of the Town, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 3: 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 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5: Effective Date. This Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING this 8th day of December, 2016 on a motion

made by Vice Mayor Breitkreuz and seconded by Council Member Jablonski
—.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2017,
on a motion made by _____ and seconded by
_____.

McKay _____
Breitkreuz _____
Jablonski _____
Fisikelli _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

[113784101](#)[113765562](#).1



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

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

Town Council
Doug McKay, Mayor
Steve Breitzkreuz, Vice Mayor
Freddy Fisikelli, Council Member
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Denise Schroeder, 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 McKay and Town Council
VIA: Andy Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/26/2017
SUBJECT: New land use category for US-27 (Text Amendment)

Recommendation

Adopt on second reading.

Strategic Priorities

A. Sound Governance

Background

This ordinance amends the comprehensive plan to create a new land use category for the US Highway 27 corridor. On August 25, 2016, Council approved the ordinance on first reading for transmittal to DEO, FDOT, SFWMD, FDOE, SFRPC, Florida Dept. of State, FDEP, BCEP, and BCPC for review.

None of the agencies raised objections to the amendment. The ordinance is now before Council for second reading and adoption. If adopted, Town staff will transmit the adopted ordinance to the state land planning agency. The ordinance will take effect 31 days after DEO determines that the adopted package is complete.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - TA Approved on First Read	11/18/2016	Ordinance
DEO Letter of No Objection	10/21/2016	Backup Material
Revisions per Council motion to approve on first reading	10/21/2016	Backup Material

ORDINANCE NO. 2017 –

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 August 25, 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 25th day of August, 2016 on a motion made by Vice Chair McKay and seconded by Council Member Jablonski.

PASSED AND ADOPTED ON SECOND READING this 8th day of December, 2016, on a motion made by _____ and seconded by _____.

McKay _____
Breitkreuz _____
Jablonski _____
Fisikelli _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, 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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Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

October 14, 2016

The Honorable Jeff Nelson
Mayor, Town of Southwest Ranches
Town Hall
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

Dear Mayor Nelson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Town of Southwest Ranches, Amendment No. 16-1ESR, which was received on September 16, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the Town of Southwest Ranches. If other reviewing agencies provide comments, we recommend the Town of Southwest Ranches consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

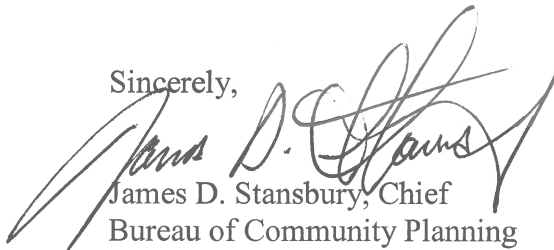
The Honorable Jeff Nelson

October 14, 2016

Page 2 of 2

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning

JS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Isabel Cosio Carballo, Executive Director, South Florida Regional Council
Jeff Katims, AICP, Mellgren Planning Group

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

ORIGINAL LANGUAGE

FLUE POLICY 1.8.g: Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to five (5) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

FLUE POLICY 1.8.i: Development shall utilize extensive buffering in order to screen the development from view along any adjacent street, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s) while screening parking and outdoor storage areas behind the building or additional screening features.

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to municipal water and sewer prior to occupancy

COUNCIL REVISIONS:

FLUE POLICY 1.8.g: Buildings shall not exceed forty (40) feet in height, measured to the highest point on the building, including parapets and roof-mounted equipment, provided that the Town Council may authorize up to eight (8) additional feet of height after consideration of a line-of-site study demonstrating that the additional height will not adversely affect any property with a rural land use plan designation.

FLUE POLICY 1.8.i: Development shall utilize extensive buffering in order to screen the development from properties with a rural land use plan designation, and shall utilize pleasing architecture and building placement to emphasize and showcase the building(s), while locating parking and outdoor storage areas behind the buildings or otherwise screening them from U.S. Highway 27, Stirling Road and Griffin Road. [Rest of policy is unchanged.]

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to the City of Sunrise water and sewer systems prior to occupancy.

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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
Doug McKay, Mayor
Steve Breitzkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 1/26/2017
SUBJECT: Founder's Trailside Park Improvements

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Florida Construction and Engineering Inc. for the Founder's Trailside Park Improvements.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

The Town of Southwest Ranches acquired Trailside Park in 2002 through a tri-party agreement conceived and negotiated by Town Attorney Gary Poliakoff shortly after the Town incorporated. The agreement was supported by Council and residents as a buffer for commercial construction of the adjacent Flamingo Plaza. This passive four acre open space park features a wetland, pond and trail.

The Recreation, Forestry, and Natural Resources Advisory Board has prioritized a memorial to Gary Poliakoff. The Town's Rural Public Arts and Design Advisory Board has provided a design standard for the structure, which is a pavilion overlooking the pond.

On November 1, 2016, the Town advertised Invitation for Bid (IFB) 17-001 for the Founder's Trailside Park Improvements. On December 7, 2016, the Town received five (5) responses.

Proposer Bid Amount

Florida Construction & Engineering Inc. \$76,486.49

Republic Construction \$79,910

American Network Construction \$82,596

DW Recreation Services \$83,981.10

GC Works, Inc. \$119,541.83

After reviewing the bids, it was determined that Florida Construction and Engineering Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB.

Fiscal Impact/Analysis

This project currently has an approved budget of \$75,000 in the FY 2016-2017 Town Budget (Line Item #301-5300-572-63180 Infrastructure – Trailside/Founder's Park). The combination of construction (\$76,486) requested to be approved, surveying and engineering costs (\$9,975), estimated permitting fees (\$2,000) and a contingency provision of \$1,539 total \$90,000. Accordingly, at this time, a budget amendment is required to increase the Capital Projects Fund - Infrastructure - Trailside - Founder's Park expenditure account (301-5300-572-63180) in the total amount of \$15,000 (\$90,000-\$75,000). In regards to the additional revenue required, General Fund Unassigned Fund Balance (reserves) will need to be utilized in the amount of \$7,500. The Poliakoff Family has recently agreed to additionally generously contribute 50% of the increased costs of this project (\$7,500) as well as also provide interest-free financing for the remaining 50% (\$7,500) to be repaid during fiscal years 2017 and 2018 and which is similar to the original contribution terms and conditions. For informational purposes it shall be noted that the unaudited and unassigned General Fund Balance (reserves) at September 30, 2016 is \$2,484,910.

Revenue Accounts:

001-0000-399-39900	\$7,500 (General Fund Appropriation)
301-0000-366-36610 & Donations)	\$7,500 (Capital Projects Fund – Contributions-Private Sources
301-0000-381-38101	<u>\$7,500</u> (Capital Projects Fund – Transfer from General Fund)
TOTAL	\$22,500

Expenditure Accounts:

001-3900-581-91301	\$7,500 (General Fund – Transfer to Capital Projects Fund
3 0 1 - 5 3 0 0 - 5 7 2 - 6 3 1 8 0 Trailside/Founder's Park)	<u>\$15,000</u> (Capital Projects Fund Infrastructure –
TOTAL	\$22,500

Staff Contact:

Rod Ley, Town Engineer

December Haines, PROS Coordinator

ATTACHMENTS:

Description	Upload Date	Type
Founders Trailside Park Resolution - TA Approved - Final Rev.	1/20/2017	Resolution
Agreement	1/3/2017	Agreement
Exhibit B - Plans	12/30/2016	Agreement

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RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF SEVENTY SIX THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS AND FORTY NINE CENTS (\$76,486.49) WITH FLORIDA CONSTRUCTION AND ENGINEERING INC. TO COMPLETE THE FOUNDER'S TRAILSIDE PARK IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016/2017 BUDGET FOR FOUNDER'S TRAILSIDE PARK IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches acquired Trailside Park in 2002 through a tri-party agreement conceived and negotiated by Town Attorney Gary Poliakoff via Resolution 2002-57; and

WHEREAS, serving as a buffer for residents from the commercial activity, this small, passive, four (4) acre space features a thriving native wetland and provides a vista of open space in an area which is densely populated on three sides; and

WHEREAS, the Recreation, Forestry, and Natural Resources Advisory Board has prioritized a memorial to Gary Poliakoff in Trailside Park; and

WHEREAS, the Town's Rural Public Arts and Design Advisory Board has provided a design standard for the structure, which is a pavilion overlooking the pond; and

WHEREAS, on November 1, 2016, the Town advertised Invitation for Bid (IFB) 17-001 for the Founder's Trailside Park Improvements; and

WHEREAS, on December 7, 2016, the Town received five (5) responses; and

WHEREAS, after reviewing the bids, it was determined that Florida Construction and Engineering Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

WHEREAS, Florida Construction and Engineering Inc.'s bid tabulation as the lowest responsive and responsible bidder, came in at \$76,486.49; 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, this project is specifically named in the FY 2016-2017 Town Budget;
and

WHEREAS, the Town budgeted \$75,000 for this improvement in Account # 301-5300-572-63180 (Infrastructure – Trailside – Founders Park); and

WHEREAS, surveying, engineering permitting, and contingency costs are estimated to total \$13,514; 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 Seventy Six Thousand Four Hundred Eighty Six Dollars and Forty Nine Cents (\$76,486.49) with Florida Construction and Engineering Inc. for the Founder's Trailside Park Improvements, in accordance with the terms and conditions contained within the procurement and the Agreement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby approves the budget amendment for the Founder's Trailside Park Improvements as follows: increasing the Capital Projects Fund – Infrastructure – Trailside - Founder's Park expenditure account (301-5300-572-63180) in the amount of \$15,000. In regards to the additional revenue required, General Fund Unassigned Fund Balance (reserves) will need to be utilized in the amount of \$7,500.

Revenue Accounts:

001-0000-399-39900	\$7,500 (General Fund Appropriation)
301-0000-366-36610	\$7,500 (Capital Projects Fund – Contributions-Private Sources & Donations)
301-0000-381-38101	<u>\$7,500</u> (Capital Projects Fund – Transfer from General Fund)
TOTAL	\$22,500

Expenditure Accounts:

001-3900-581-91301	\$7,500 (General Fund – Transfer to Capital Projects Fund)
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301-5300-572-63180	<u>\$15,000</u> (Capital Projects Fund Infrastructure – Trailside/Founder's Park)
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TOTAL	\$22,500
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Section 4. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this ____ day of _____, _____ on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Jablonski _____
Fisikelli _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113798500.1



EXHIBIT “A”

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FLORIDA CONSTRUCTION AND ENGINEERING, INC.

FOR

FOUNDER’S TRAILSIDE PARK

IFB No. 17-001

**AGREEMENT FOR
FOUNDER'S TRAILSIDE PARK**

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this 26th day of January 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Florida Construction and Engineering, Inc. (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to construct a pavilion and sidewalk within Founder's Trailside Park ("Project"); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 17-001 on November 1, 2016 ("IFB"); and

WHEREAS, five (5) Bids were received by the Town on December 7, 2016; and

WHEREAS, the Town has adopted Resolution No. 2017- ____ at a public meeting of the Town Council approving the recommended award and has selected Florida Construction and Engineering, 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.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing

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

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, 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 Founder's Trailside Park.
- 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 one hundred and twenty (120) calendar days beginning on the date of issuance of the Notice to Proceed 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, Founders Trailside Park, 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 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 **120 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. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Contractor shall achieve final completion of the Work within thirty (30) calendar days after the date of Substantial Completion. 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, Founders Trailside Park, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of Seventy Six Thousand Four Hundred Eight Six Dollars and Forty Nine Cents (\$76,981.10) ("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 15% retainage. Subject to other requirements of the Contract Documents, 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:**
The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00.

An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with **at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits.** Notice shall be sent to:

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

And

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

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

SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.

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

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trade marks, 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 regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public 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; 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 Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect or be deemed severed from the Agreement. 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:

Florida Construction and Engineering, Inc.
155 Bentley Drive
Miami Springs, FL 33166

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]

TOWN OF SOUTHWEST RANCHES, FLORIDA
FOUNDER'S TRAILSIDE PARK
IFB No. 17-001

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2016.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 2017

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 2017

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2017

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
FOUNDER'S TRAILSIDE PARK
IFB No. 17-001

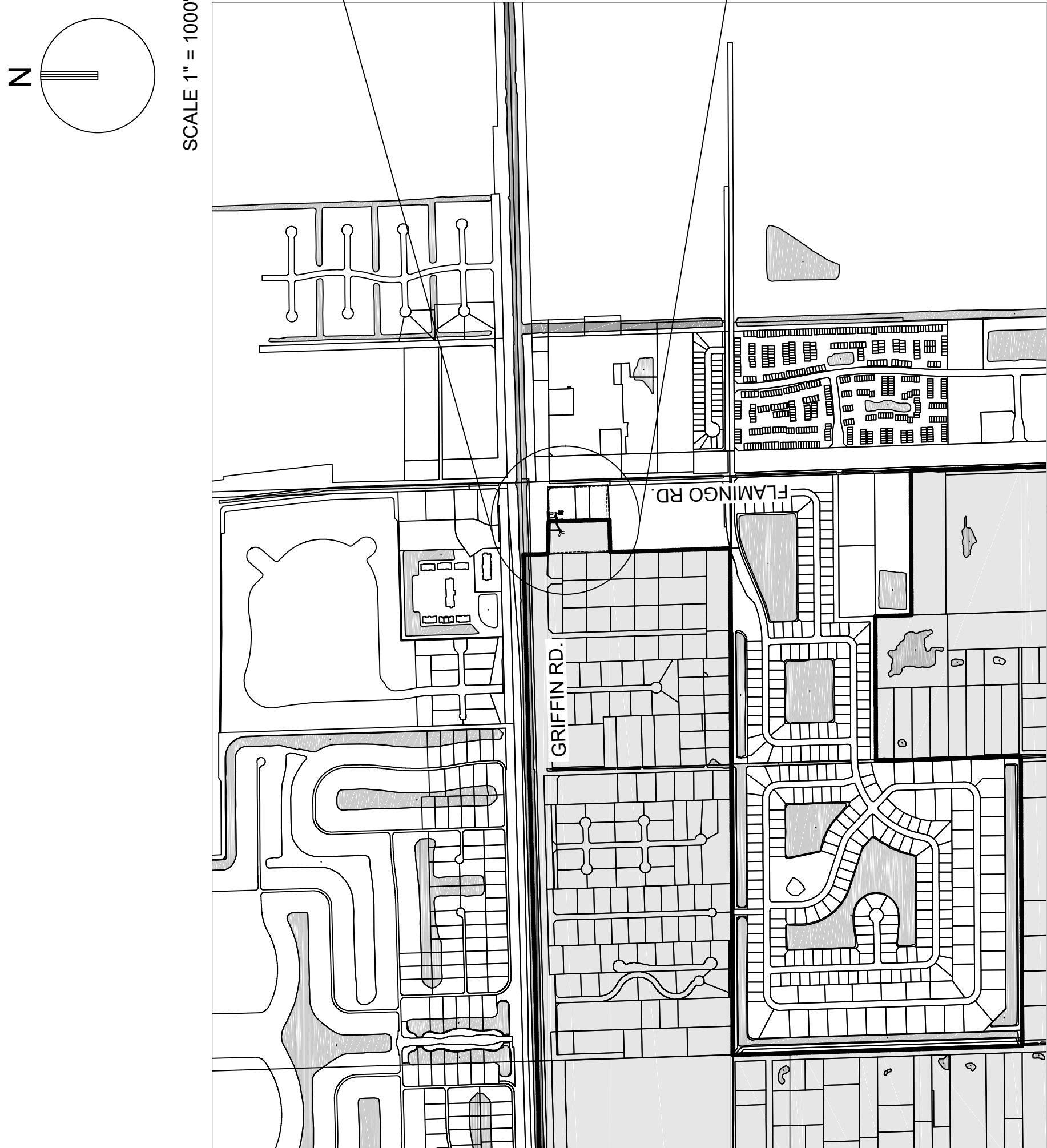
EXHIBIT "B" – FOUNDER'S TRAILSIDE PARK CONSTRUCTION PLANS

FINAL CONSTRUCTION PLANS

FOR

FOUNDER'S TRAILSIDE PARK

TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

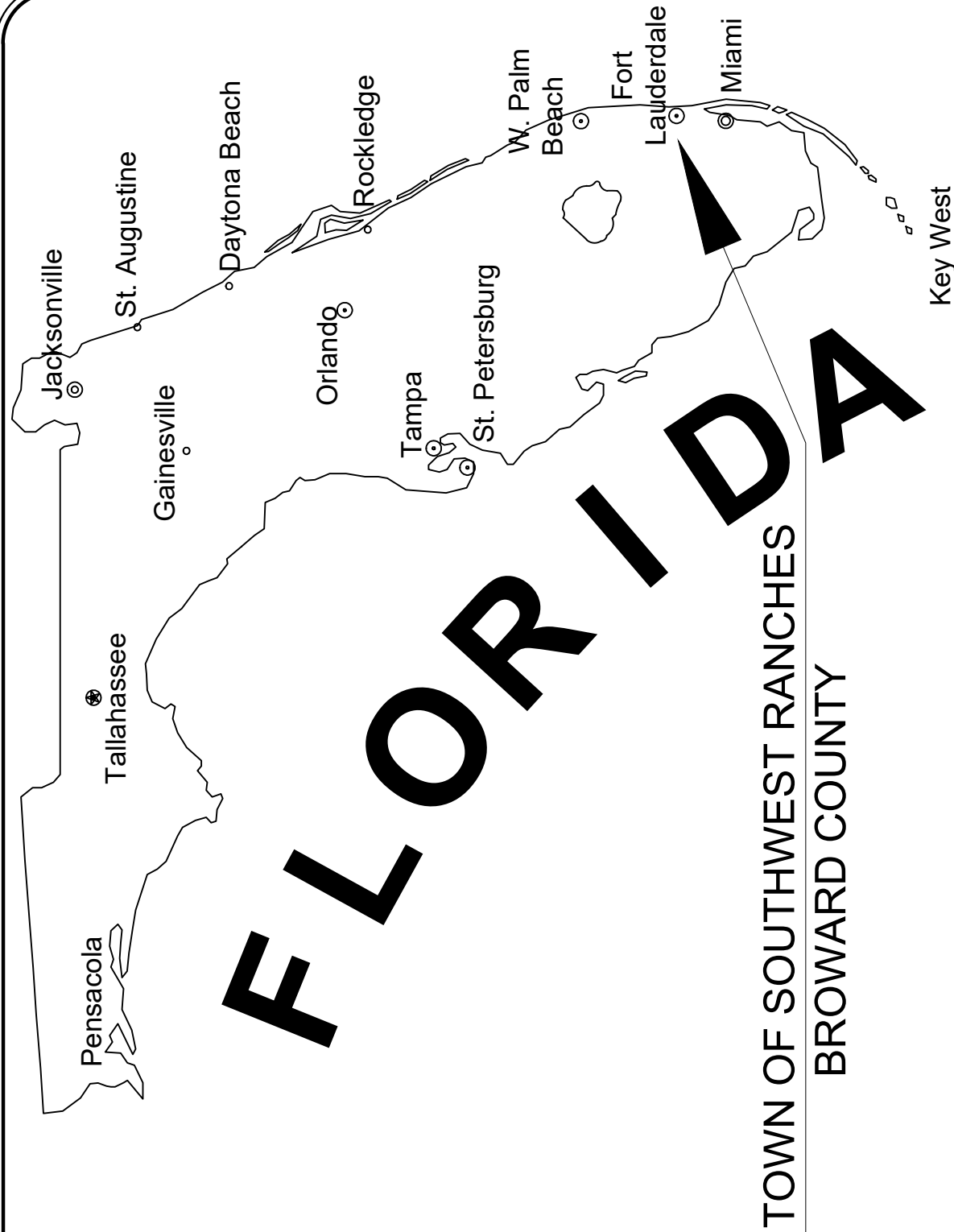


VICINITY MAP
S 26, T 50S, R 40E

LAND DESCRIPTION:
A PORTION OF PARCELS A AND B, FLAMINGO PLAZA,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 173, ON PAGE 62 OF THE PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.

PREPARED FOR:
TOWN OF SOUTHWEST RANCHES
13400 GRIFFIN ROAD
SOUTHWEST RANCHES, FL 33330



INDEX OF SHEETS		
SHEET SEQUENCE No.	SHEET IDENTIFICATION	SHEET TITLE
1	GI-000	COVER
2	1	TOPOGRAPHIC SURVEY
3	GI-001	LEGEND
4	GI-002	CONSTRUCTION SPECIFICATIONS
5	GI-003	GENERAL NOTES
6	CP-101	PAVING, GRADING, DRAINAGE, PAVEMENT MARKING AND EROSION CONTROL PLAN
7	CG-501	EROSION CONTROL DETAILS
8	CP-501	CONSTRUCTION DETAILS

ALL ELEVATIONS SHOWN ON THESE PLANS
ARE BASED ON NAVD 1988 DATUM

ELEV.	DIFFERENCE	DATUM
1.59'	+1.59 FEET	NGVD 1929
0.00'		NAVD 1988

FEMA EL. - ZONE AH (EL. 5)

FEMA FLOOD ZONE:
THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AH (5)
AND FLOOD ZONE X, AS SHOWN ON F.I.R.M. NO. 12011C0530H
BEARING A MAP EFFECTIVE DATE OF AUGUST 18, 2014

KEITH
consulting engineers

301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
(954) 788-3400; FAX (954) 788-3500

State of Florida Certificate of
Authorization Number - 7928

PROJECT No. 08711.08 10/04/16

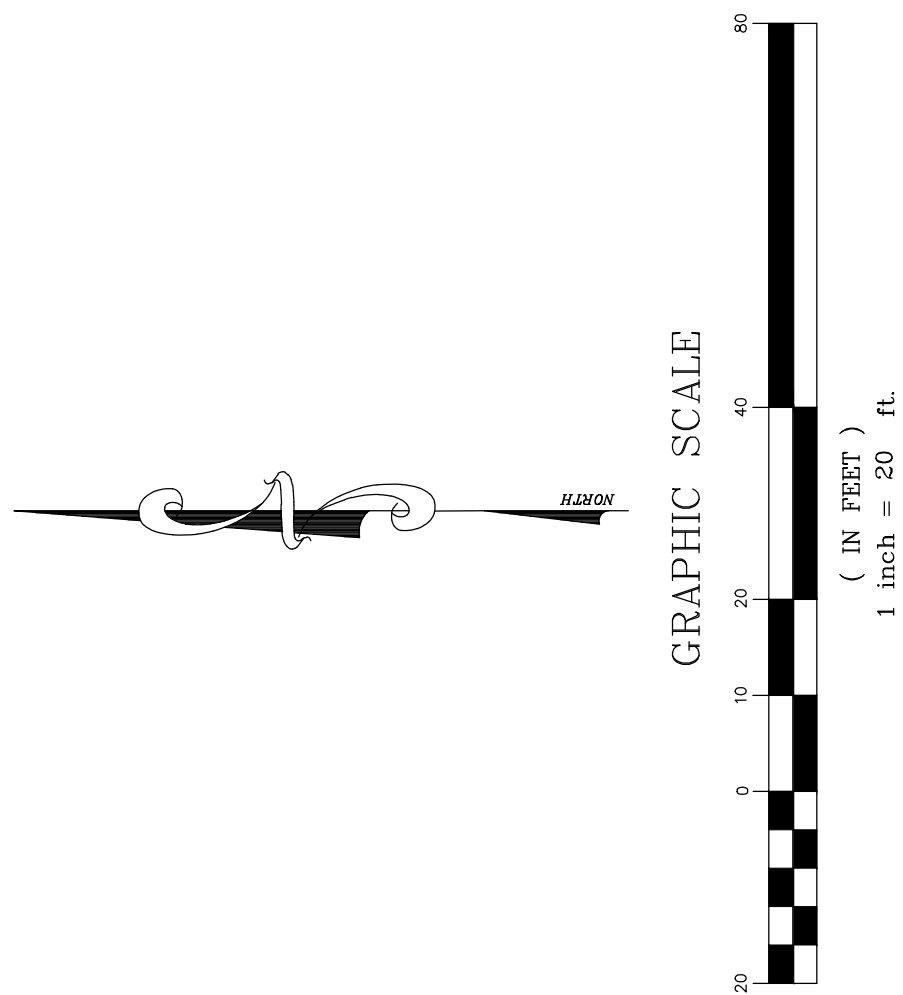
DATE 9/21/2016
SCALE 1" = 20'
FIELD BOOK XXX-XXX
DRAWN BY S.M.
CHECKED BY A.M.L.

KELTH & ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANNO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@kelth-associates.com LB NO. 6860

A PORTION OF PARCELS A AND B, FLAMINGO PLAZA
PLAT BOOK 173, PAGE 62, B.C.R.
TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY
FLORIDA

TOPOGRAPHIC SURVEY
GARY A. POLIAKOFF FOUNDER'S PARK

SHEET 1 OF 1
PROJECT NUMBER
08711.08



LEGEND:

- [illegible]

LAND DESCRIPTION:

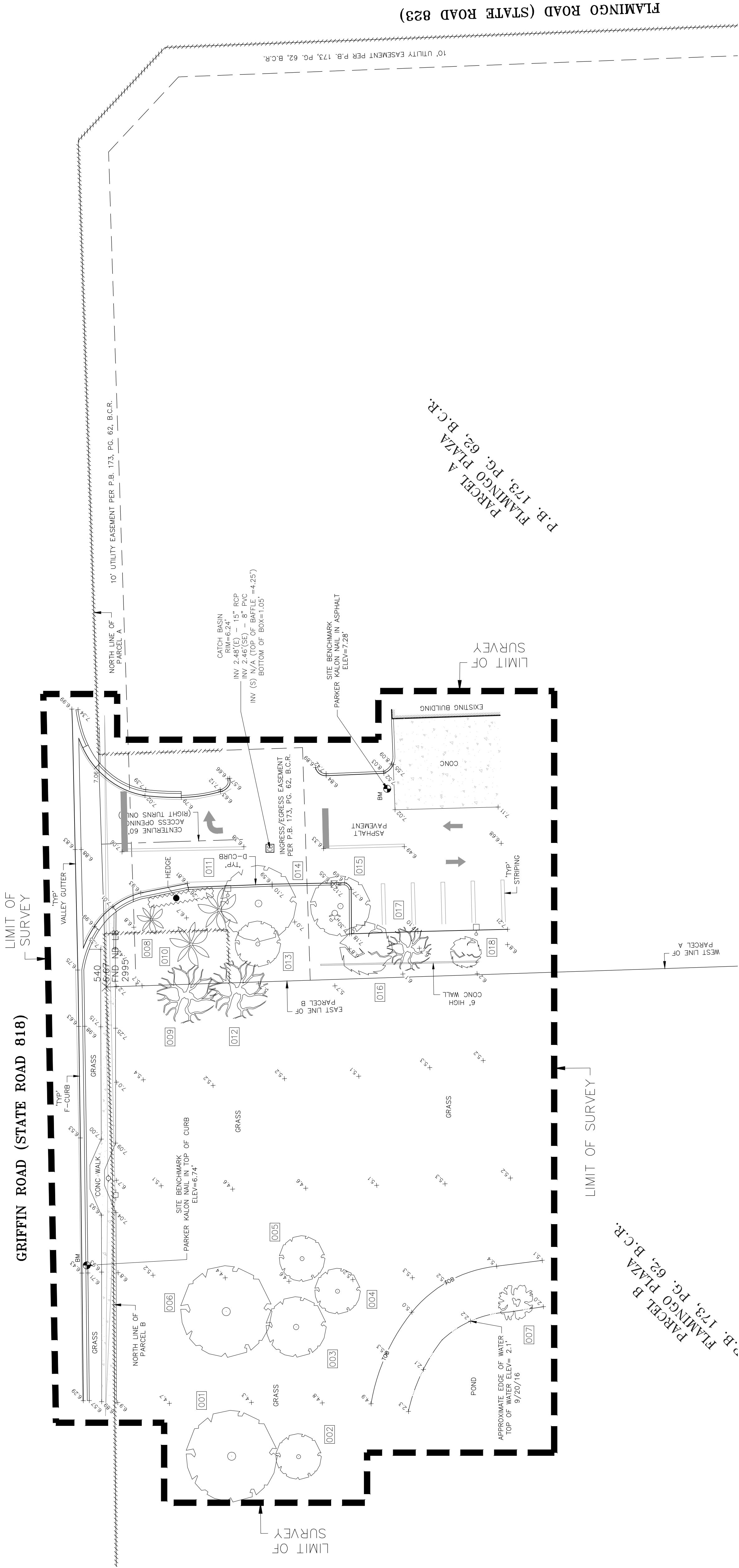
A PORTION OF PARCELS A AND B, FLAMINGO PLAZA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, ON PAGE 62 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS SURVEYED UNDER MY DIRECTION ON SEPTEMBER 21, 2016 MEETS THE STANDARDS OF PRACTICE RULE 59-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

A.M. LAZOWICK
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 4105
STATE OF FLORIDA



SURVEY NOTES:

1. THE LAND DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH THE INSTRUMENT OF RECORD.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
3. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THIS IS NOT A BOUNDARY SURVEY.
6. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
7. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). SAID ELEVATIONS ARE BASED ON NATIONAL "GEOCID" SURVEYS (NGS) BENCHMARKS ORIGIN BENCH MARK CHARLES (BRASS DISC STAMPED CHARLE 1971) IN TOP OF ROUND CONCRETE POST 45 +/- EAST OF THE CENTERLINE OF HATUS ROAD AND 40 FEET +/- SOUTH OF THE CENTERLINE OF ORANGE AVENUE; ELEVATION = 7.04' AND BENCHMARK STEVE RM 2 IS A BRASS DISC STAMPED STEVE NO.2 1971 IN TOP OF CONCRETE MONUMENT 42 FEET +/- SOUTH OF THE CENTERLINE OF ORANGE AVENUE, 1.75 MILES +/- EAST OF INTERSTATE 75 AND 99 FEET +/- SOUTHEAST OF UTILITY POLE NUMBER 29; ELEVATION = 7.70'.
8. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83/NSRS11), TRANSVERSE MERCATOR, FLORIDA EAST ZONE.
9. THE EXPECTED VERTICAL ACCURACY OF THE INFORMATION SHOWN HEREON IS +/- .002' FOR HARD SURFACE ELEVATIONS AND 0.1' FOR SOFT SURFACE ELEVATIONS.
10. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/30 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY HAVE BEEN ALTERED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE EXPECTED HORIZONTAL ACCURACY OF THE INFORMATION SHOWN HEREON IS +/- .01'.
11. THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1"= 20' OR SMALLER.
12. ALL MAPPED FEATURES AND ELEVATIONS SHOWN HEREON WERE OBTAINED BY KEITH AND ASSOCIATES FOR THE PURPOSE OF THIS SURVEY.

General Symbols		
Existing	Proposed	Description
		Centerline & Baseline of Survey or Construction
		Building Access (ADA)
		Building Access (NON-ADA)
		Driveway Turnout Identification (Per FDOT Index 515) w/ Drive Width
		Sidewalk Curb Ramp (Per FDOT Index 304)
		Proposed Section Marker
		Flag Pole
		GPS Point
		Hay Bales
		Mail Box
		Major Contour Elevation
		Minor Contour Elevation
		Parking Meter
		Property Line
		Grade Elevation
		Top Of Curb Elevation/Pavement Elevation
		Soil Test Boring Hole
		Survey Bench Mark
Line Types		
Existing	Proposed	Description
		County Bound
		Demolition Line
		Easement Line
		Property Line
		Limited Access Line/Non-Vehicular Access
		Railroad
		Right Of Way
		Canal Or Drainage Ditch
		Shore Line
		Tree Line
		Aerial Communication Line
		Underground Communication Line
		Underground Storm Drain Line (Double Line 24" And Over
		Underground Sanitary Line
		Aerial Electric Line
		Underground Electric
		Underground Water Line
		Underground Force Main
		Gate
		Chain Link Fence
		Wood Fence
		Metal Rail Fence
		Slit Fence
		Staked Turbidity Barrier
		Turbidity Barrier
		Guard Rail
		Roadway Centerline
		2 - 4 Skip
		3 - 9 Skip
		6- 10 Skip
		10 - 30 Skip
		10 - 10 - 20 Skip
		Curb
		Curb And Gutter
Landscaping		
Existing	Proposed	Description
		Bush
		Tree
		Palm Tree

Paving and Grading		
Existing	Proposed	Description
		Flow Directional Arrow
		Pavement Marking Arrows
		Stop Bar
		Concrete Sidewalk
		Jogging Path
		Pavement Area
		Existing Pavement/Concrete/ Landscape Removal Area
		Milling And Resurfacing
		Detectable Warning (Truncated Domes) Per Florida Accessibility Code
		Soil Tracking Prevention Device
Drainage / Utilities		
Existing	Proposed	Description
		Catch Basin
		Yard Drain
		Exfiltration Trench
		Catch Basin With Filter Fabric Insert
		Curb Type 5
		Curb Type 6
		Pipe Culvert - Mitered End Section
		Pipe Culvert - Straight Endwall
		Pipe Culvert - U - Type Endwall
		Manhole - Communication, Electric, Gas, Dm, San Sew
		Valve Box - Gas, San, Sew, Water, Non-Potable Water
		22.5 degree Bend
		45 degree Bend
		90 degree Bend
		Utility Crossing
		Fire Hydrant
		Proposed Bacteriological Sampling Point
		Pump Station
		Grease Trap
		Septic Tank
		Drainage Well
		Monitoring Well
		Water Well
		Sanitary Sewer Cleanout
		Back Flow Preventor
		Junction Box
		Electric Handhole
		Electric Meter
		Water Meter
		Gate Valve
		Guy wire
		Light Pole
		Relocated Or Adjusted Light Pole
		Wood Power Pole
		Concrete Utility Pole
		Traffic Signal Pole (Concrete, Wood, Metal)
		Pedestrian Signal Head (Pole Or Pedestal Mounted)
		Post Mounted Sign
		Street Sign
		High Mast Lighting Tower
		Controller Cabinet (Base Mounted)
		Controller Cabinet (Pole Mounted)
		Traffic Signal Head (Span Wire Mounted)
		Traffic Signal Head (Pedestal Mounted)
		Traffic Signal Head (Mast Arm Mounted)
		Coordinate values shown on proposed improvements are relative to the coordinate values indicated on the Right-of-Way, property corners or reference monument
	N: 623025.4322	
	E: 850262.1786	

General	Abbreviations	Abbreviations Continued
AADT	Annual Average Daily Traffic	PI Point Of Intersection
ABAN	Abandon	POC Point On Curve
ADJ	Adjust	POT Point On Tangent
APPROX.	Approximate	PRC Point Of Reverse Curvature
A.C.	Asphalt Concrete	PROJ Project
ACCM PIPE	Asphalt Coated Corrugated Metal Pipe	PROP Proposed
BIT.	Bituminous	PT Point Of Tangency
BC	Back Of Curb	PVC Point Of Vertical Curvature
BD.	Bound	PVI Point Of Vertical Intersection
BL	Baseline	PVMT Pavement
BLDG	Building	PWW Paved Water Way
BM	Benchmark	R Radius Of Curvature
BO	By Others	R&D Remove And Dispose
BOS	Bottom Of Slope	RCP Reinforced Concrete Pipe
BR.	Bridge	RD Road
CAP	Corrugated Aluminum Pipe	RDWY Roadway
CB	Catch Basin	REM Remove
CBCI	Catch Basin With Curb Inlet	RET Retain
CC	Cement Concrete	RET WALL Retaining Wall
CCM	Cement Concrete Masonry	ROW Right Of Way
CEM	Cement	RR Railroad
CI	Curb Inlet	R&R Remove And Reset
CIP	Cast Iron Pipe	RT Right
CLF	Chain Link Fence	SHLD Shoulder
CL	Centerline	SMH Sewer Manhole
CMP	Corrugated Metal Pipe	ST Street
CO.	County	STA Station
CONC	Concrete	SSD Stopping Sight Distance
CONT	Continuous	SW Sidewalk
CONST	Construction	T Tangent Distance Of Curve/Truck %
CR GR	Crown Grade	TAN Tangent
DHV	Design Hourly Volume	TEMP Temporary
DI	Drop Inlet	TC Top Of Curb
DIA	Diameter	TOS Top Of Slope
DIP	Ductile Iron Pipe	TYP Typical
DWY	Driveway	UP Utility Pole
ELEV (OR EL.)	Elevation	VAR Varies
EMB	Embankment	VERT Vertical
EOP	Edge Of Pavement	VC Vertical Curve
EXIST (OR EX)	Existing	WCR Wheel Chair Ramp
EXC	Excavation	WIP Wrought Iron Pipe
F&C	Frame And Cover	WM Water Meter/Water Main
F&G	Frame And Grate	X-SECT Cross Section
FDN	Foundation	Traffic Signal
FLDSTN	Fieldstone	CAB. Cabinet
GAR	Garage	CCVE Closed Circuit Video Equipment
GD	Ground	DW Steady Don't Walk
GI	Gutter Inlet	FDW Flashing Don't Walk
GIP	Galvanized Iron Pipe	FR Flashing Circular Red
GRAN	Granite	FRL Flashing Red Left Arrow
GRAV	Gravel	FRR Flashing Red Right Arrow
GRD	Guard	FY Flashing Circular Amber
GV	Gate Valve	FYL Flashing Amber Left Arrow
HDW	Headwall	FYR Flashing Amber Right Arrow
HMA	Hot Mix Asphalt	G Steady Circular Green
HOR	Horizontal	GL Steady Green Left Arrow
HYD	Hydrant	GR Steady Green Right Arrow
INV	Invert	GSL Steady Green Slash Left Arrow
JCT	Junction	GSR Steady Green Slash Right Arrow
L	Length Of Curve	GV Steady Green Vertical Arrow
LB	Leach Basin	OL Overlap
LP	Light Pole	PED Pedestrian
LT	Left	PTZ Pan, Tile, Zoom
MAX	Maximum	R Steady Circular Red
MB	Mailbox	RL Steady Red Left Arrow
MH	Manhole	RR Steady Red Right Arrow
MIN	Minimum	TR SIG Traffic Signal
NIC	Not In Contract	TSC Traffic Signal
NO.	Number	W Steady Walk
PC	Point Of Curvature	Y Steady Circular Amber
PCC	Point Of Compound Curvature	YL Steady Amber Left Arrow
P.G.L.	Profile Grade Line	

PI	Point Of Intersection	Abbreviations Continued
POC	Point On Curve	
POT	Point On Tangent	
PRC	Point Of Reverse Curvature	
PROJ	Project	
PROP	Proposed	
PT	Point Of Tangency	
PVC	Point Of Vertical Curvature	
PVI	Point Of Vertical Intersection	
PVMT	Pavement	
PWW	Paved Water Way	
R	Radius Of Curvature	
R&D	Remove And Dispose	
RCP	Reinforced Concrete Pipe	
RD	Road	
RDWY	Roadway	
REM	Remove	
RET	Retain	
RET WALL	Retaining Wall	
ROW	Right Of Way	
RR	Railroad	
R&R	Remove And Reset	
RT	Right	
SHLD	Shoulder	
SMH	Sewer Manhole	
ST	Street	
STA	Station	
SSD	Stopping Sight Distance	
SW	Sidewalk	
T	Tangent Distance Of Curve/Truck %	
TAN	Tangent	
TEMP	Temporary	
TC	Top Of Curb	
TOS	Top Of Slope	
TYP	Typical	
UP	Utility Pole	
VAR	Varies	
VERT	Vertical	
VC	Vertical Curve	
WCR	Wheel Chair Ramp	
WIP	Wrought Iron Pipe	
WM	Water Meter/Water Main	
X-SECT	Cross Section	
Traffic Signal		
CAB.	Cabinet	
CCVE	Closed Circuit Video Equipment	
DW	Steady Don't Walk	
FDW	Flashing Don't Walk	
FR	Flashing Circular Red	
FRL	Flashing Red Left Arrow	
FRR	Flashing Red Right Arrow	
FY	Flashing Circular Amber	
FYL	Flashing Amber Left Arrow	
FYR	Flashing Amber Right Arrow	
G	Steady Circular Green	
GL	Steady Green Left Arrow	
GR	Steady Green Right Arrow	
GSL	Steady Green Slash Left Arrow	
GSR	Steady Green Slash Right Arrow	
GV	Steady Green Vertical Arrow	
OL	Overlap	
PED	Pedestrian	
PTZ	Pan, Tile, Zoom	
R	Steady Circular Red	
RL	Steady Red Left Arrow	
RR	Steady Red Right Arrow	
TR SIG	Traffic Signal	
TSC	Traffic Signal	
W	Steady Walk	
Y	Steady Circular Amber	
YL	Steady Amber Left Arrow	

Drawn name: N:\08708711-08 - Gary A. Probst\08708711-08-GA-Probst\08708711-08-GA-Probst.dwg
Project Name: G:\001 LEEND
Layout Name: G:\001 LEEND
Printed on: Oct 17, 2016 - 9:35am

SHEET IDENTIFICATION

GI-001

SHEET 3 OF 8

PROJECT NO. 8711.08

FOUNDER'S TRAILSIDE PARK

LEGEND

BROWARD COUNTY

State of Florida Certificate of
Pompano Beach, Florida 33060-6643
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
(954) 788-3400; FAX (954) 788-3500

STEPHEN D. WILLIAMS, P.E.
FLORIDA REG. NO. 32096
(FOR THE FIRM)

DATE

REVISION

DATE: 10/04/2016
SCALE: AS NOTED
DRAWN BY: PM
DESIGN BY: MG
CHECKED BY: SW

5

4

3

2

1

CONSTRUCTION SPECIFICATIONS

Section 20 - Paving Grading Drainage and Earthwork

- 20.General
- 20.1. It is the intent of these specifications to describe the minimum acceptable technical requirements for the materials and workmanship for construction of site improvements for this project. Such improvements shall generally include, but not to be limited to, clearing, grading, paving, removal of existing pavement storm drainage, water lines and sanitary sewers.
- 20.2. It is the intent that the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" (current edition) together with "Supplemental Specifications" to the Standard Specifications for Road and Bridge Construction" (current edition), and the FDOT Roadway and Traffic Design Standards (current edition) be used where applicable for the various work, and that where such wording therein refers to the State of Florida and its Department of Transportation and personnel, such wording is intended to be replaced with the wording which would provide proper terminology, thereby making such "Standard Specifications for Road and Bridge Construction" together with the "FDOT Roadway and Traffic Design Standards" as the "Standard Specifications" for this project. If within a particular section, another section, article or paragraph is referred to, it shall be part of the Standard Specifications also. The Contractor shall abide by all local and State laws, regulations and building codes which have jurisdiction in the area.
- 20.3. The Contractor shall furnish all labor, materials and equipment and perform all operations required to complete the construction of a paving and drainage system as shown on the plans, specified herein, or both. It is the intent to provide a complete and operating facility in accordance with these specifications and the construction drawings. The material and equipment shown or specified shall not be taken to exclude any other incidentals necessary to complete the work.
- 20.4. All labor, materials, and methods of construction shall be in strict accordance with the plans and construction specifications and the minimum engineering and construction standards adopted by the unit of government which has jurisdiction and responsibility for the construction. Where conflicts or omissions exist, the jurisdictional government Engineering Department's standards shall govern. Substitutions and deviations from plans and specifications shall be permitted only when written approval has been issued by the Engineer.
- 20.5. Guarantee - all materials and equipment to be furnished and/or installed by the Contractor under this contract, shall be guaranteed for a period of (1) one year from the date of final acceptance thereof, against defective materials, design and workmanship. Upon receipt of notice from the owner of failure of any part of the guaranteed equipment or materials, during the guarantee period, the affected part or materials shall be replaced promptly with new parts or materials by the contractor, at no expense to the owner. In the event the Contractor fails to make necessary replacement or repairs within (7) seven days after notification by the owner, the owner may accomplish the work at the expense of the contractor.
21. Earthwork
- 21.1. All areas within the right-of-way shall be cleared and grubbed prior to construction. This shall consist of the complete removal and disposal of all trees, brush, stumps, roots, grass, weeds, rubbish, and all other obstructions resting on or protruding through the surface of the existing ground to a depth of 1'. Items designated to remain or to be relocated or to be adjusted shall be so designated on the drawings. All work shall be in accordance with section 110 of the Standard Specifications.
- 21.2. None of the existing limerock material from demolished pavement is to be incorporated in the new limerock base. The existing limerock material from demolished pavement may be incorporated into the stabilized subgrade/ subbase or stabilized shoulder.
- 21.3. Fill material shall be classified as A-1, A-3, or A-2-4 in accordance with AASHTO N-145 and shall be free from vegetation and organic material. Not more than 12% by weight of fill material shall pass the no. 200 sieve.
- 21.4. All fill material in areas not to be paved shall be compacted to 95% of the maximum density as determined by AASHTO T-99.
- 21.5. All material of construction shall be subject to inspection and testing to establish conformance with the specifications and suitably for the uses intended. The Contractor shall notify the Engineer at least 24 hours prior to the time he will be ready for an inspection or test. The Contractor shall follow City and County inspection procedures. The Contractor shall not proceed with any phase of work dependent on an inspection or test of an earlier phase of work, prior to that test or inspection passing. The Contractor shall be responsible for providing certified material test results to the Engineer of record prior to the release of final certification by the Engineer. Test results must include, but may not be limited to, densities for subgrade and limerock, utilities, excavation, asphalt gradation reports, concrete cylinders, etc.
- 21.6. When encountered, muck shall be completely removed from the center line (10) ten feet beyond the edge of pavement each side. All such material shall be replaced by approved granular fill, compacted to 98% of maximum density (AASHTO T-180).
- 21.7. When encountered within drainage swales, hardpan shall be removed for a width of (5) five feet at the invert and replaced with granular materials.
- 21.8. All underground utilities and drainage installations shall be in place prior to subgrade compaction and pavement construction.
- 21.9. Ground adjacent to roadway/pavement having runoff shall be graded (2) two inches lower than the edge of pavement to allow for the placement of sod.
- 21.10. Site grading elevations shall be within 0.1' of the required elevation and all areas shall be graded to drain without ponding.
- 21.11. The Contractor shall perform all excavation, fill, embankment and grading to achieve the proposed plan grades including typical road sections, side slopes and canal sections. All work shall be in accordance with section 120 of the Standard Specifications. If fill material is required in excess of that generated by the excavation, the Contractor shall supply this material as required from off-site.
- 21.12. A 2" blanket of top soil shall be placed over all areas to be sodded or seeded and mulched within the right-of-way and drainage easements. Unless otherwise indicated on the plans.

- 21.13. Sod shall be St. Augustine, Bitter Blue or Floratam, unless otherwise indicated on the plans, and shall be placed on the graded top soil and watered to insure satisfactory condition upon final acceptance of the project.
22. Drainage
- 22.1. Inlets - all inlets shall be the type designated on the plans, and shall be constructed in accordance with section 425 of the Standard Specifications. All inlets and pipe shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs and plywood or plastic covers over the inlets. The entire drainage system shall be cleaned of all debris prior to final acceptance.
- 22.2. Pipe specifications: the material type is shown on the drawings by one of the following designations:
- RCP = reinforced concrete pipe, ASTM designation C-76, section 941 of the Standard Specifications.
 - CMP = corrugated metal (aluminum) pipe, ASTM designation M-196.
 - CMP (smooth lined) = corrugated metal aluminum pipe, (smooth lined) ASTM designation M-196.
 - SCP = slotted concrete pipe, sections 941 and 942, of the Standard Specifications.
 - PVC = polyvinyl chloride pipe.
 - PCMP = perforated cmp, section 945, of the Standard Specifications
 - Corrugated High Density Polyethylene Pipe (HDPE) (12 inches to 60 inches) shall meet the requirements of FDOT Specification section 948-2.3.
- 22.3. Pipe backfill - requirements for pipe backfill crossing roads or parking areas shall be as defined in the section 125-8, of the Standard Specifications. Pipeline backfill shall be placed in 6 inch lifts and compacted to 100% of the standard proctor (AASHTO T-99 specifications)
- 22.4. Location of drainage structures shall govern, and pipe length may have to be adjusted to accomplish construction as shown on these plans.
- 22.5. Distance and lengths shown on plans and profile drawings are referenced to the center of structures.
- 22.6. Filter fabric shall be Mirafi, Typar or equal conforming to section 985 of the Standard Specifications.
23. Asphalt Paving
- 23.1. Where new asphalt meets existing asphalt, the existing asphalt shall be saw cut to provide a straight even line. Prior to removing curb or gutter, the adjacent asphalt shall be saw out to provide a straight even line.
- 23.2. Internal asphalt paving constructed on existing sandy soils shall be constructed with a 12" subgrade, compacted to a minimum density of 100% maximum density as determined by AASHTO T-99. The compacted subgrade shall be constructed in the limits shown on the plans. All subgrade shall have an LBR of 40 unless otherwise noted.
- 23.3. Asphaltic concrete surface course shall be constructed to the limits shown on the plans. The surface course shall consist of the thickness and type asphaltic concrete as specified in the plans. All asphaltic concrete shall be in accordance with sections 320, 327, 330, 334, 336, 337, 338, 339 and 341 of the Standard Specifications.
- 23.4. Limerock base shall be prepared, compacted and graded and shall be in accordance with section 200 of the Standard Specifications. All limerock shall be compacted to 98% per AASHTO T-180 and have not less than 70% of carbonates of calcium and magnesium, unless otherwise designated. All limerock shall be primed. The Engineer shall inspect the completed base course and the Contractor shall correct any deficiencies and clean the base course prior to the placement of the prime coat. A tack coat will also be required if the Engineer finds that the primed base has become excessively dirty or the prime coat has cured to the extent of losing bonding effect prior to placement of the asphaltic concrete surface course. The prime and tack coats shall be in accordance with section 300 of the Standard Specifications.
- 23.5. Limerock base material shall be placed in maximum 6" lifts. Bases greater than 6" shall be placed in two equal lifts. If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the engineer, the base may be constructed in successive courses of not more than 8 inches (200 mm) compacted thickness.
- 23.6. Asphalt edges that are not curbed shall be saw cut to provide a straight even line to the dimensions shown on the horizontal control plan.
24. Concrete Construction
- 24.1. Concrete sidewalk shall be in accordance with section 522 of the Standard Specifications and in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 310. Concrete sidewalk shall be 4" thick and constructed on compacted subgrade, with 1/2" expansion joints placed at a maximum of 75'. Crack control joints shall be 5' on center. The back or sidewalk elevation shall be 3" higher than the edge of pavement, unless otherwise specified by local codes, or shown on the drawings. All concrete sidewalks that cross driveways shall be 6" thick and have a minimum of 3000 p.s.i. concrete.
- 24.2. Sidewalk Curb ramps hall be in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 304.
- 24.3. Concrete curb shall be constructed to the limits shown on the plans. The concrete shall have a minimum compressive strength of 4000 p.s.i. at 28 days and shall be in accordance with section 520 of the Standard Specifications. Concrete curbing shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 300.

Drawing Name: N:\08100711-08 - Cary A. Pohlhoff Founder's Park - Town of SW Ranches\Engineering\Cad\0811-08-GI-0XX.dwg Layout Name: GI-002 SPECIFICATIONS Plotted By: mchibark Plotted on: Oct 17, 2016 - 9:35am

FOUNDER'S TRAILSIDE PARK

CONSTRUCTION SPECIFICATIONS

TOWN of SOUTHWEST RANCHES

BROWARD COUNTY

K&E
CONSULTING ENGINEERS
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
(954) 788-3400; FAX (954) 788-3500
Authorization Number - 7928

State of Florida Certificate of
FLORIDA REG. NO. 30090
(FOR THE FIRM)
STEPHEN D. WILLIAMS, P.E.

DATE	REVISION

DATE: 10/04/2016

SCALE: AS NOTED

DRAWN BY: PM

DESIGN BY: MG

CHECKED BY: SW

PROJECT NO. 8711.08

SHEET 4 OF 8

IDENTIFICATION
GI-002

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS FOR OBTAINING PERMITS
FROM THE LOCAL JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER

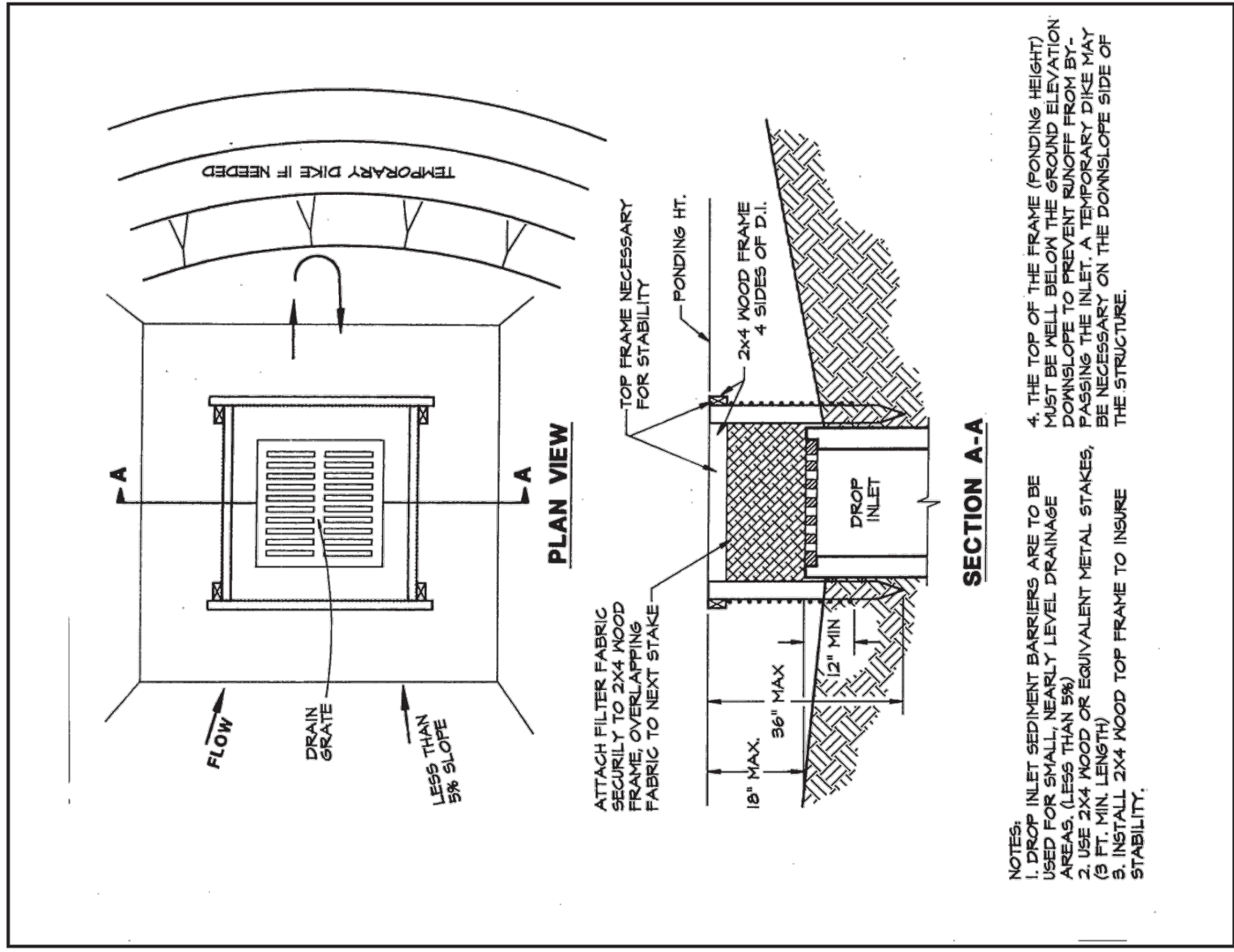


Figure 4.5a. Silt Fence Drop Inlet Sediment Barrier

Source: Erosion Draw

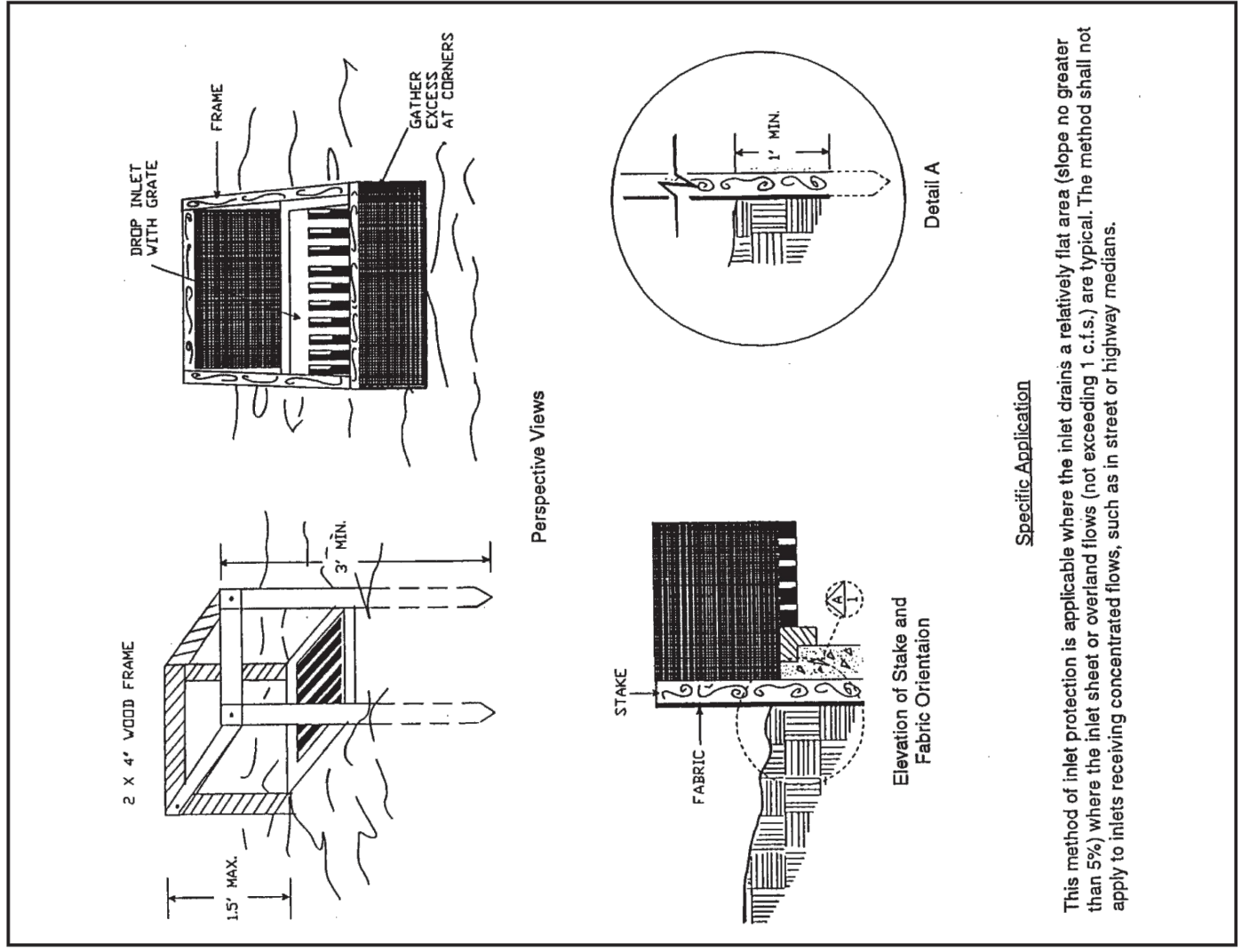


Figure 4.5b. Filter Fabric Drop Inlet Sediment Filter

Source: North Carolina Erosion and Sediment Control Manual

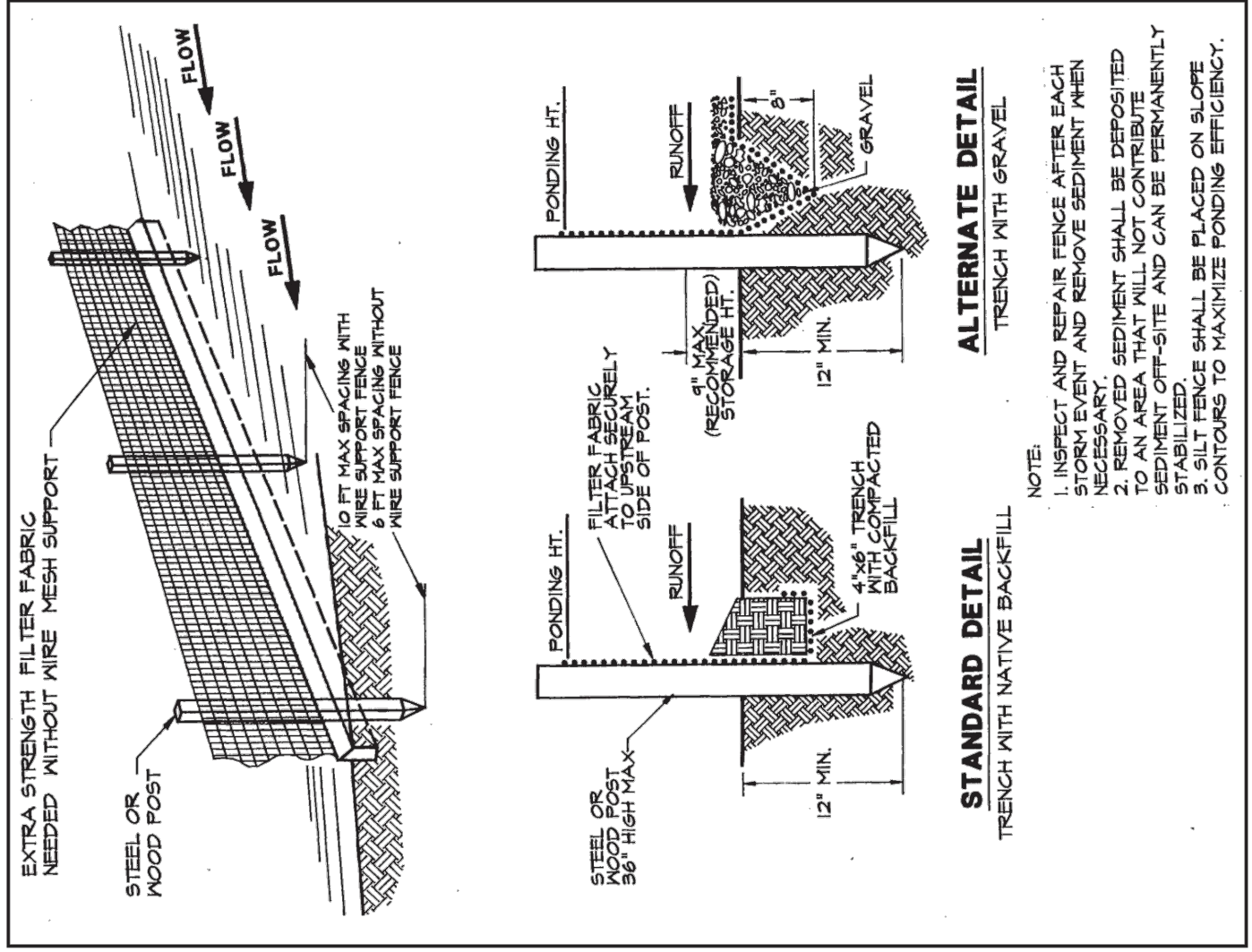


Figure 4.4a. Silt Fence

Source: Erosion Draw

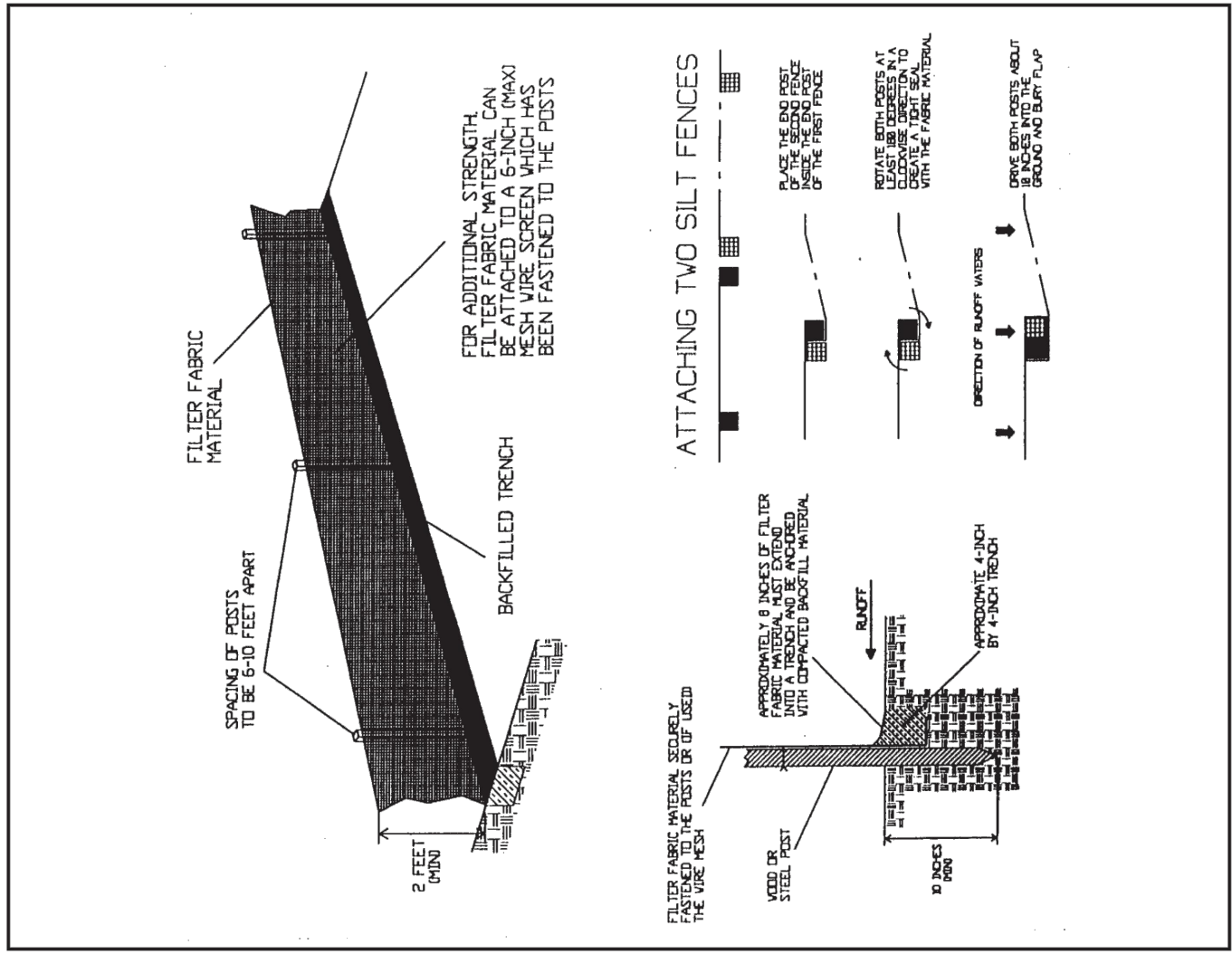


Figure 4.4b. Installing a Filter Fabric Silt Fence

Source: HydroDynamics, Inc.

GENERAL NOTES - EROSION CONTROL:

1. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL AND SEDIMENTATION CONTROL MEASURES IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN FLORIDA (HEREAFTER REFERRED TO AS FL GUIDELINES).
2. MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION SHALL BE MADE OF ALL INSTALLED EROSION CONTROL MEASURES AND REPAIRS SHALL BE CONDUCTED TO ENSURE THEIR CONTINUING FUNCTION AS DESIGNED.
3. CATCH BASIN, INLETS, STORM SEWER MANHOLES STRUCTURES, ETC. SHALL BE PROTECTED DURING CONSTRUCTION OPERATIONS FROM SEDIMENT RUNOFF AND DEBRIS BY PLACING A FILTER FABRIC MATERIAL IN THE FRAME AND GRATEMANHOLE COVER. PREVENTIVE METHODS MUST BE UTILIZED AROUND THESE STRUCTURES (DURING CONSTRUCTION OPERATIONS) BY GRADING TO DRAIN AWAY FROM STRUCTURES AND ANY OTHER METHODS APPROVED BY THE AGENCY HAVING JURISDICTION OR DESIGN ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL INSTALL A SOIL TRACKING PREVENTION DEVICE AS PER THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL. THE CONTRACTOR SHALL TAKE MEASURES TO INSURE THE CLEANUP OF SEDIMENTS THAT HAVE BEEN TRACKED BY VEHICLES OR HAVE BEEN TRANSPORTED BY WIND OR STORM WATER ABOUT THE SITE OR ONTO NEARBY ROADWAYS. STABILIZED CONSTRUCTION ENTRANCES AND CONSTRUCTION ROADS, IF APPROPRIATE, SHALL BE IMPLEMENTED IN ORDER TO REDUCE OFF-SITE TRACKING.
5. ALL AREAS OF DISTURBANCE THAT ARE NOT WITHIN BUILDING OR PAVEMENT LIMITS SHALL BE SODDED, REFER TO LANDSCAPE PLANS FOR SOD SPECIFICATION AND REQUIREMENTS.
6. REMOVE ALL EROSION CONTROL IMPROVEMENTS AFTER ALL DISTURBED AREAS ARE STABILIZED WITH THE FINAL GROUND COVER.

FOUNDER'S TRAILSIDE PARK

EROSION AND SEDIMENTATION

CONTROL DETAILS

BROWARD COUNTY

TOWN of SOUTHWEST RANCHES

SHEET IDENTIFICATION

CG-501

SHEET 7 OF 8

PROJECT NO. 8711.08

KEITH & ASSOCIATES, INC.

consulting engineers

301 East Atlantic Boulevard

Pompano Beach, Florida 33060-6643

(954) 788-3400; FAX (954) 788-3500

State of Florida Certificate of Authorization Number - 7928

STEPHEN D. WILLIAMS, P.E.

FLORIDA REG. NO. 30090

(FOR THE FIRM)

DATE	REVISION

DATE: 10/04/2016

SCALE: AS NOTED

DRAWN BY: PM

DESIGN BY: MG

CHECKED BY: SW

Polygon Product Specification Form

by **PORTERCORP**
PORTERCORP, 2424 N. 136th AVE, HOLLAND, MI 49424
www.polygon.com 800-354-7721

PROJECT NAME: Founder's Trailside Park Improvements
PROJECT LOCATION: Town of Southwest Ranches, Florida
CUSTOMER NAME: Town of Southwest Ranches

E-MAIL: _____
COMPANY: _____
ADDRESS: _____
ADDRESS 2: _____
CITY: _____ ZIP: _____
STATE: _____ PHONE: _____ FAX: _____
WIND LOAD: _____ SNOW LOAD: _____
SEISMIC DESIGN: _____ BLDG CODE: _____

Shelter Options

SELECT APPLICABLE ROOF TYPE:

- ☐ MR (Metal Roof)
☐ SPWR (Structural Panel under Metal Roof)
☐ TOWR (Tongue & Groove under Metal Roof)
☐ SS (Standing Seam Roof)
☐ SSCH (Structural Panel under Standing Seam)
☐ TOWS (Tongue & Groove under Asphalt Shingles)
☐ SPAS (Structural Panel under Asphalt Shingles)
☐ SPCH (Structural Panel under Cedar Shingles)
☐ SPCH (Structural Panel under Milled Cedar Shingles)
☐ TOWS (Tongue & Groove under Asphalt Shingles)
☐ TOWS (Tongue & Groove under Cedar Shingles)
☐ TOWS (Tongue & Groove under Milled Cedar Shingles)
☐ LATIA (Santa Fe metal stick style)
☐ TRELLIS

SELECT MODIFICATIONS TO A STANDARD:

- ☐ INCREASE UPB HEIGHT:
☐ ADD ELECTRICAL CUTOUTS:
☐ ADD CUPOLA: Non-vented
☐ ADD ORNAMENTATION:
☐ ADD BENCHES:
☐ ADD HANDRAILS:

SELECT CUSTOMIZATION:

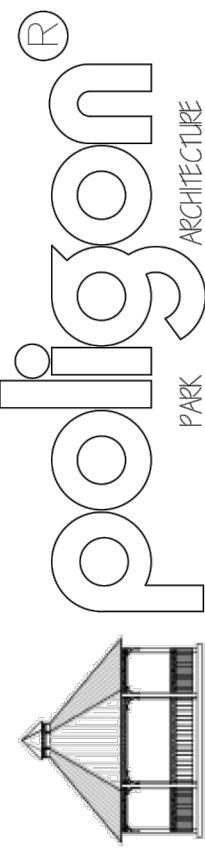
- ☐ INCREASE UPB MORE THAN 2":
☐ CUSTOM PITCH:
☐ ADD E-COATING FRAME:
☐ ADD GALVANIZING FRAME:

FRAME COLOR: _____

ROOF COLOR: _____

- Refer to **www.polygon.com** download area for:
- FOOTING AND ANCHOR INFORMATION
 - COLUMN STYLE OPTIONS
 - CUPOLA OPTIONS
 - ORNAMENTATION STYLE OPTIONS
 - INTEGRATED BENCH OPTIONS
 - MISCELLANEOUS OPTIONS
 - COLOR CHARTS

PORTERCORP MANUFACTURES AND DELIVERS PRODUCT IN STRICT COMPLIANCE TO GOVERNING BUILDING CODES.



Designs and calculations of Polygon buildings are protected under copyright laws and patent rights. No reproduction or modification or design of a building that is not supplied by Polygon.

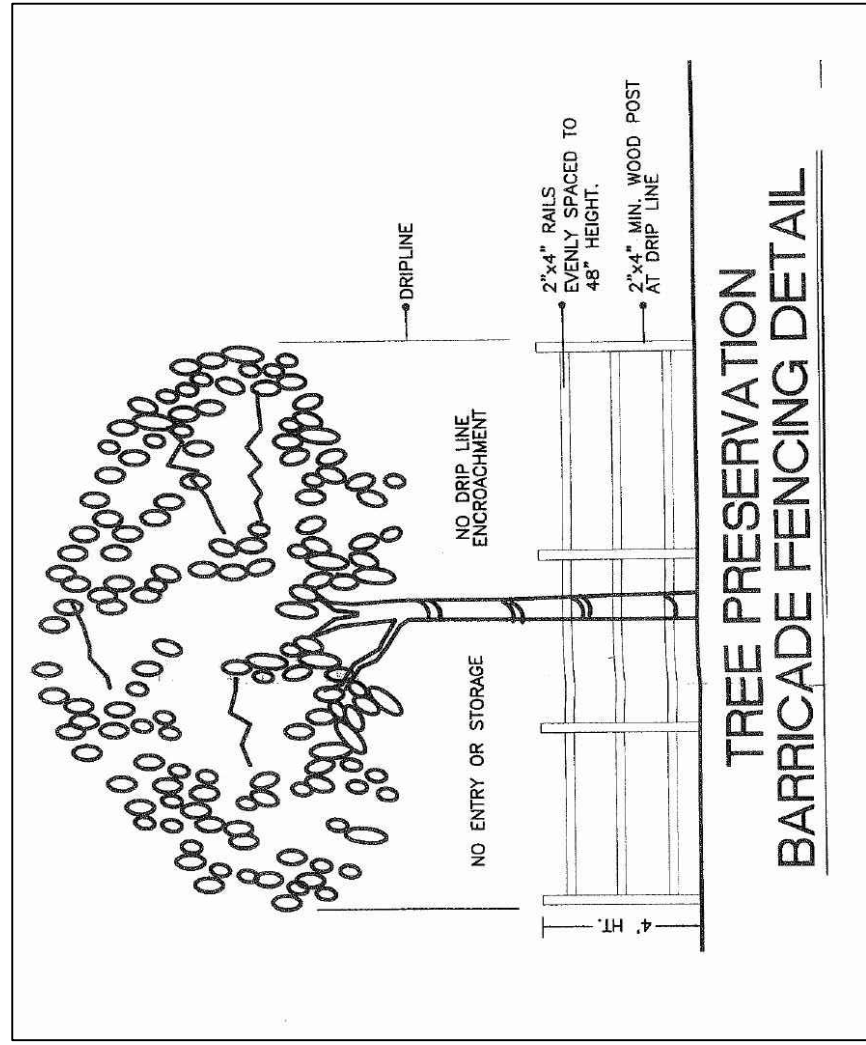
by **PORTERCORP**
PORTERCORP, 2424 N. 136th AVE, HOLLAND, MI 49424
www.polygon.com 800-354-7721

SHEET **COVER SHEET**

Copyright laws protect the style and visual appearance of the structure while patents may protect other parts of the design.

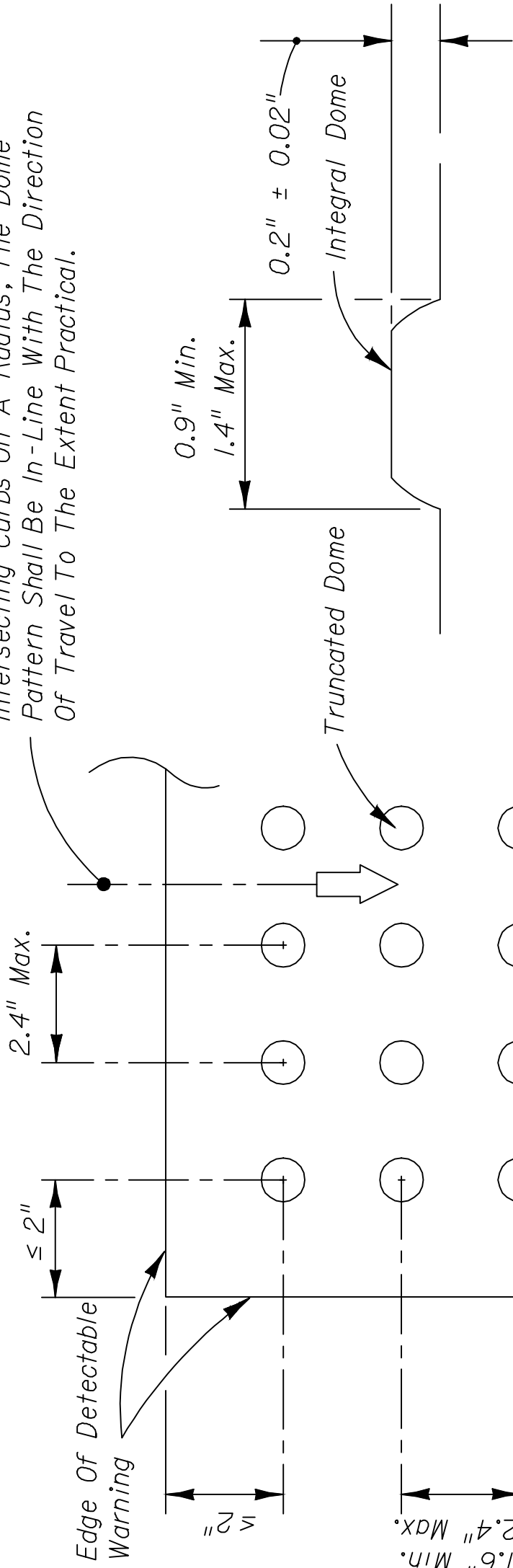
TREE PRESERVATION NOTES:

- THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE PROVISIONS OF THE ***SOUTHWEST RANCHES CODE OF ORDINANCES***, CHAPTER 10 ENVIRONMENT, ARTICLE II TREE PRESERVATION, AND SHALL MAKE EVERY EFFORT OUTLINED THEREIN TO PREVENT DAMAGE TO EXISTING TREES, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TREE PROTECTION BARRIERS AS SPECIFIED IN THE ORDINANCE.
- PRIOR TO THE PERFORMANCE OF WORK UNDER THIS CONTRACT, CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO TOWN OF TREE PROTECTION EFFORTS TO BE TAKEN AND IDENTIFY ANY CONFLICTS, CONSTRAINTS OR LIMITS.
- WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL NOT INCLUDE ACTIVITIES IDENTIFIED IN THE ORDINANCE AS GENERAL PROHIBITIONS, INCLUDING BUT NOT LIMITED TO CHANGES IN GRADE, ROOT COMPACTION, WOUNDING OF TRUNKS OR CANOPY STRUCTURES. PRUNING OR REMOVAL AS REQUIRED TO FACILITATE CONSTRUCTION MAY ONLY BE PERFORMED UPON PERMITTING BY THE TOWN AS THE CONTROLLING AGENCY, IN ACCORDANCE WITH THE ORDINANCE, AND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, RESPONSIBILITY FOR ALL REQUIRED REMEDIATION OF SAID DAMAGE SHALL BE AT THE CONTRACTOR'S EXPENSE.



TREE PRESERVATION
BARRICADE FENCING DETAIL

On Ramps That Are Perpendicular With The Curb Line, The Dome Pattern Shall Be In-Line With The Direction Of Travel. On Ramps Intersecting Curbs On A Radius, The Dome Pattern Shall Be In-Line With The Direction Of Travel To The Extent Practical.



The top width of the dome shall be a minimum of 50% and a maximum of 65% of the base diameter.

TRUNCATED DOME

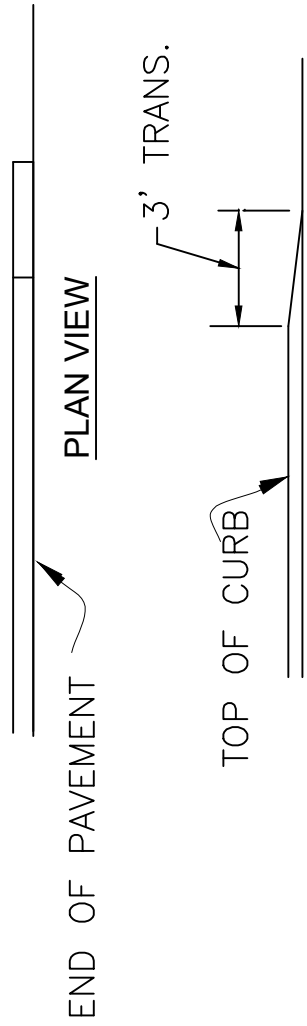
Base-to-base spacing shall be 0.65" minimum between domes.

PLAN VIEW

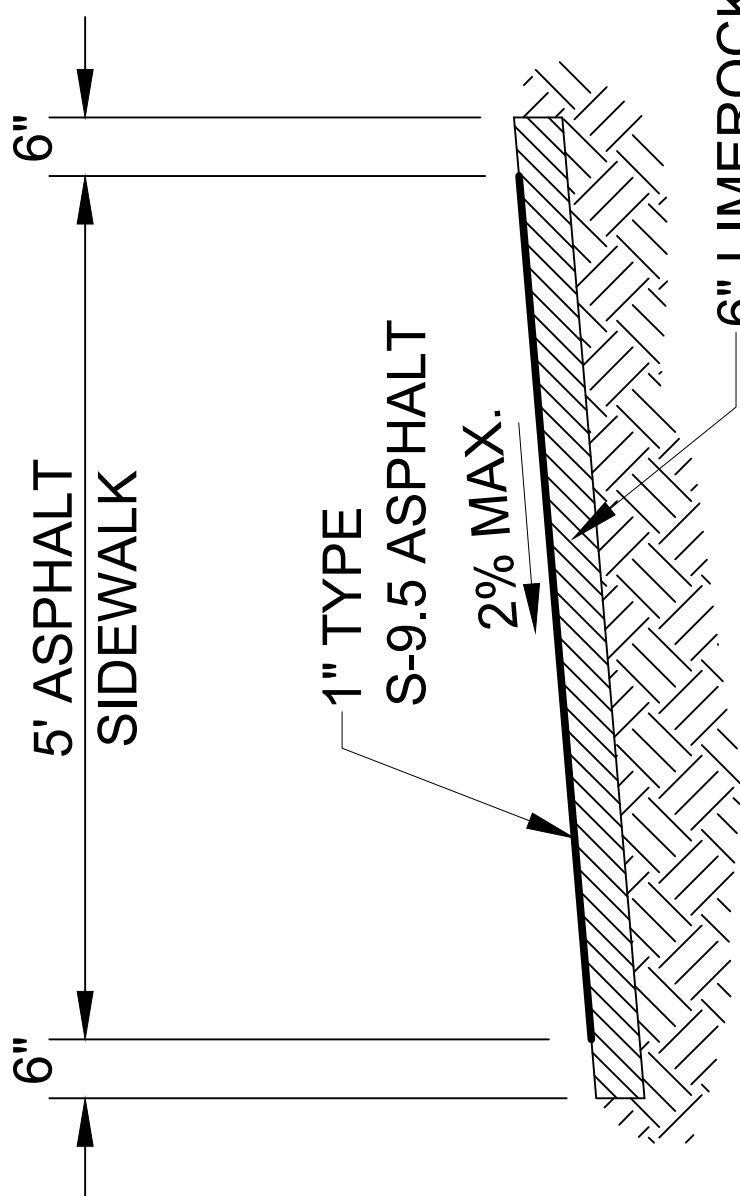
All Sidewalk Curb Ramps Shall Have Detectable Warning Surfaces That Extend The Full Width Of The Ramp And In The Direction Of Travel 24 Inches (610 mm) From The Back Of Curb.

DETECTABLE WARNING DETAIL
PER FDOT INDEX No. 304

N.T.S.



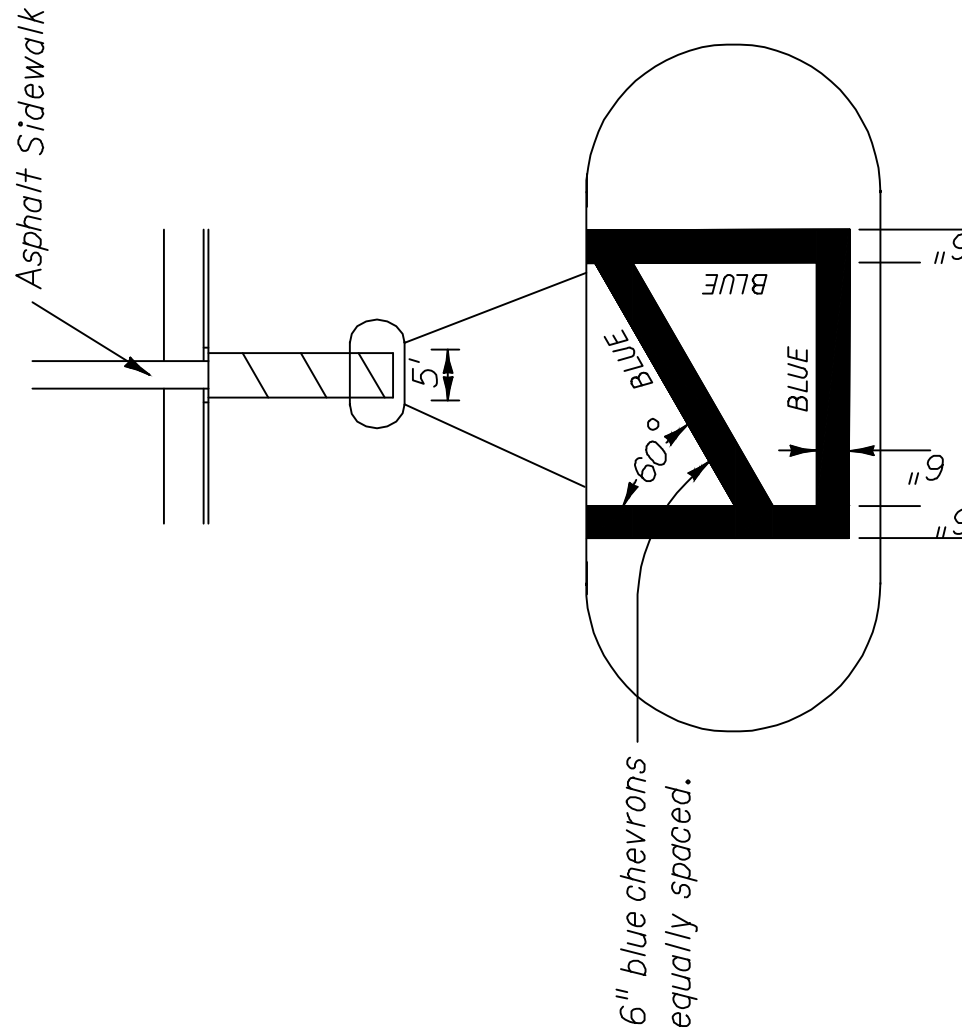
STRAIGHT END
TYPE 'D' CURB TRANSITION
N.T.S.



PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS FOR OBTAINING PERMITS AND FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE USER.

ASPHALT SIDEWALK DETAIL

N.T.S.



ADA CROSSWALK DETAIL

N.T.S.



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 1/26/2017
SUBJECT: Surveying and Engineering Design Purchase Order Authorization Request for Stirling Road Guardrails - Transportation Capital Improvement Project

Recommendation

Consideration of approval of a Resolution authorizing two purchase orders for installation of guardrails along Stirling Road: Craven Thompson Inc. for surveying and Craig A. Smith and Associates for engineering design.

Strategic Priorities

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

Background

The Town was appropriated \$300,000 from the State Legislature for the installation of guardrails along Stirling Road. The Town recently entered into an agreement with the Florida Department of Transportation to begin the improvements. The work must be completed before June 30, 2019.

Surveying and civil design engineering firms have been selected and continuing contracts were

approved by Council via Resolutions 2015-005 and 2014-056. In accordance with the Town's procurement policy, staff desires to issue a Purchase Order to Craven Thompson, Inc. for surveying and Craig A. Smith and Associates for engineering design.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2017 adopted Budget Municipal Transportation Fund account #101-5100-541-63320 (Infrastructure - Guardrails). The total amount budgeted for the project in Fiscal Year 2017 is \$350,000. The summary of the two work order proposals is below:

- Craven Thompson, Inc.: \$21,800
- Craig A. Smith and Associates: \$34,300
- Total: 56,100

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Stirling Road Guardrails - TA Approved	1/18/2017	Resolution
Exhibit A - Engineering Proposal	12/30/2016	Exhibit
Exhibit B - Surveying Proposal	12/30/2016	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WORK PROPOSALS WITH CRAIG A. SMITH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES AND CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE STIRLING ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Fiscal Year 2016-17 General Appropriations Act provided the Town with an appropriation of \$300,000 in the Economic Development Transportation Projects for guardrail installation on Stirling Road; and

WHEREAS, on November 10, 2016, pursuant to Resolution No. 2017-013, the Town entered into an agreement with the Florida Department of Transportation to accept this funding; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of \$350,000; and

WHEREAS, these improvements are required to be completed by June 30, 2019; and

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

WHEREAS, on June 20, 2014, the Town advertised a Request for Letters of Interest (RLI # 14-007) for a continuing contract for professional engineering services; and

WHEREAS, on November 13, 2014, pursuant to Resolution No. 2015-005, the Town approved a continuing contract for engineering services with Craig A. Smith and Associates, Inc.; and

WHEREAS, on December 18, 2013, the Town advertised a Request for Letters of Interest (RLI #13-010) for a continuing contract for professional surveying services; and

WHEREAS, on September 9, 2014, pursuant to Resolution No. 2014-056, the Town approved a continuing contract for surveying services with Craven Thompson and Associates, Inc.; and

WHEREAS, this project is specifically named in the FY 2016-2017 Town Budget;
and

WHEREAS, Craven Thompson and Associates, Inc. provided a proposal for surveying services for this project in the amount of Twenty One Thousand Eight Hundred Dollars (\$21,800); and

WHEREAS, Craig A. Smith and Associates, Inc provided a proposal for engineering services for this project in the amount of Thirty Four Thousand Three Hundred Dollars (\$34,300); and

WHEREAS, the Town budgeted \$350,000 for this improvement in Account # 101-5100-541-63320 (Infrastructure – Guardrails); and

WHEREAS, the Town Council believes the approval of these two purchase orders to complete the construction of guardrails along Stirling Road is in the best interest of the health, safety, and welfare of its residents; and

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

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

Section 2. Authorization. The Town Council hereby approves purchase orders for the improvements in substantially the same form as that attached hereto as Exhibit "A" and "B" and to make such modifications, additions, and / or deletions, which they deem necessary to effectuate the intent of this Resolution.

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

Section 4. Effective Date. 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 _____.

McKay _____
Breitkreuz _____
Jablonski _____
Fisikelli _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

113798342.1

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December 14, 2015

*e-mail: rley@southwestranches.org
eaceti@southwestranches.org*

Mr. Rod Ley, P.E.
Public Works Director / Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

**RE: TOPOGRAPHIC SURVEY OF TWO PORTIONS OF STIRLING ROAD
BETWEEN SW 148TH AVENUE AND FLAMINGO ROAD
CT&A PROPOSAL NO. 2016-T04.399 REV1**

CRIVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Dear Rod:

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

I. SURVEYING SERVICES

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

Prepare a topographic survey of two (2) sections of Stirling Road within the Town limits. The first section is from SW 148th Avenue (Volunteer Road), east to SW 142nd Avenue (Hancock Road), approximately 2,640 linear feet. The second section is from SW 130th Avenue (Melaleuca Road), east to the entrance to the property at 12601 Stirling Road, approximately 1,680 linear feet. On the first section, the canal is on the south side of Stirling Road. On the second section, the canal is on the north side of Stirling Road, running easterly for 2,600 feet, and then jumps to the south side for the remaining portion, to the eastern terminus of this section. The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code.

- The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, in order to tie all improvements to.
- The westerly section of the project will include from the north right-of-way of Stirling Road, to the south top of bank of the canal where its accessible, with cross-sections of the canal as defined below.

- The easterly section of the project will include from the south right-of-way of Stirling Road, to the north top of bank of the canal, when the canal is on the north side of the road, and will include from the north right-of-way of Stirling Road, to the south top of bank of the canal, when the canal is on the south side of the road. All cross-sections of the canal area are as defined below.
- The location of all above-ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, as defined above.
- The survey crew will field locate all utility lines painted or flagged by an underground utility location contractor, and add them to the survey drawings.
- Trees are not included within the scope of this project, unless they are between the canal and the edge of pavement for Stirling Road.
- Locations of the edge of pavement, topo of bank and water's edge, will be located every hundred (100) feet, due to the shape of the existing top of bank, and to verify locations for design of the proposed guard rail system. Additional locations will be taken on areas that have eroded to less than three (3) feet, from the edge of Stirling Road pavement, to the top of bank.
- Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- Private driveways, headwalls and culverts along the canal will be located in the field, where they are accessible and not obstructed by fences, gates, or security systems, including dogs.
- All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), or Florida Department of Transportation (FDOT) benchmarks.
- Benchmarks will be provided on a survey control set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2014 or higher, drawing file format, and provided along with hard copy signed and sealed surveys.

Lump Sum:.....\$21,800.00

Approximate time of completion: Five (5) to six (6) weeks, after receipt of Notice to Proceed (weather permitting).

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize

that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

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

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

Hourly Fee Schedule

Principal	\$220/Hour
Principal Engineer	\$180/Hour
Senior Supervising Engineer	\$160/Hour
Principal Surveyor/Landscape Architect/Planner	\$145/Hour
Director of Construction Management	\$135/Hour
Senior Engineer/Senior Landscape Architect.....	\$120/Hour
Landscape Architect/Senior Planner.....	\$115/Hour
Professional Land Surveyor.....	\$110/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer	\$105/Hour
Senior Field Representative	\$90/Hour
Senior CADD Technician.....	\$80/Hour
Field Representative	\$80/Hour
Clerical	\$65/Hour
Survey Field Crew (2-Man Crew)	\$115/Hour
Survey Field Crew (3-Man Crew)	\$145/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$250/Hour
Expert Witness Testimony	\$275/Hour
Court Appearances	\$300/Hour

Hourly Charges

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

Lump Sum Fees

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

Affidavits

When an Affidavit, Surveyor's Report, or separate Surveyor's Certificate is requested, there will be a minimum fee of \$150.00.

In addition, all research and calculation time required in the preparation of this affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

Ownership of Documents

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

Assignment

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

LIABILITY

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

Invoicing and Payment

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

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

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

Acceptance

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

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

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD D. PRYCE, P.S.M.
Vice President – Survey/GIS

RDP/wg

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

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

Facsimile Number

December 14, 2015

*e-mail: rley@southwestranches.org
eaceti@southwestranches.org*

Mr. Rod Ley, P.E.
Public Works Director / Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

**RE: TOPOGRAPHIC SURVEY OF TWO PORTIONS OF STIRLING ROAD
BETWEEN SW 148TH AVENUE AND FLAMINGO ROAD
CT&A PROPOSAL NO. 2016-T04.399 REV1**

CRIVEN THOMPSON



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- All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), or Florida Department of Transportation (FDOT) benchmarks.
- Benchmarks will be provided on a survey control set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2014 or higher, drawing file format, and provided along with hard copy signed and sealed surveys.

Lump Sum:.....\$21,800.00

Approximate time of completion: Five (5) to six (6) weeks, after receipt of Notice to Proceed (weather permitting).

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize

that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

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

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

Hourly Fee Schedule

Principal	\$220/Hour
Principal Engineer	\$180/Hour
Senior Supervising Engineer	\$160/Hour
Principal Surveyor/Landscape Architect/Planner	\$145/Hour
Director of Construction Management	\$135/Hour
Senior Engineer/Senior Landscape Architect.....	\$120/Hour
Landscape Architect/Senior Planner.....	\$115/Hour
Professional Land Surveyor.....	\$110/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer	\$105/Hour
Senior Field Representative	\$90/Hour
Senior CADD Technician.....	\$80/Hour
Field Representative	\$80/Hour
Clerical	\$65/Hour
Survey Field Crew (2-Man Crew)	\$115/Hour
Survey Field Crew (3-Man Crew)	\$145/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$250/Hour
Expert Witness Testimony	\$275/Hour
Court Appearances	\$300/Hour

Hourly Charges

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

Lump Sum Fees

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

Affidavits

When an Affidavit, Surveyor's Report, or separate Surveyor's Certificate is requested, there will be a minimum fee of \$150.00.

In addition, all research and calculation time required in the preparation of this affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

Ownership of Documents

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

Assignment

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

LIABILITY

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

Invoicing and Payment

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

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

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

Acceptance

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

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

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD D. PRYCE, P.S.M.
Vice President – Survey/GIS

RDP/wg

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

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

Facsimile Number



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

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

Town Council
Doug McKay, Mayor
Steve Breitzkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, 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 McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 1/26/2017
SUBJECT: Digital Conversion of Records

Recommendation

Motion to approve the resolution authorizing the issuance of a purchase order pursuant to State of Florida (piggyback) contract # 973-561-10-1.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town desires to convert numerous boxes of architectural drawings and permit records that are currently housed in an offsite storage unit utilizing funding received and restricted solely for building technology purposes. The records represent architectural drawings and permit records processed by the Town's building department since 2006. Conversion to digital media will allow records to be seamlessly integrated into the Town's records management system (Laserfiche), and will eliminate the need for one of the Town's offsite storage units.

Integration into the Town's records management system will provide for greater service delivery when requested by customers and will ensure proper document retention.

Fiscal Impact/Analysis

The Town Council authorized up to \$25,000 to convert stored records into an electronic format for integration into the Town's electronic records management system utilizing General Fund Restricted Reserves for building department technology. This item was specifically named in the 2016-17 Town Budget (Account # 001-1800-512-34100 - Other Contractual Services). This resolution authorizes a purchase order in an amount not to exceed \$15,000 which should convert all building records prior to 2016. Conversion of records for 2016 and beyond may require the issuance of an additional purchase order.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Building Records Conversion Reso - TA Approved	1/18/2017	Resolution
ADS Quotation for Services	1/10/2017	Backup Material

RESOLUTION 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE PIGGYBACK OF STATE CONTRACT #973-561-10-1 AND THE ISSUANCE OF A PURCHASE ORDER TO ENABLE ADVANCED DATA SOLUTIONS, INC. (ADS) TO DIGITALLY CONVERT STORED PERMIT DRAWINGS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER NOT TO EXCEED FIFTEEN THOUSAND (\$15,000); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to convert numerous boxes of architectural drawings and permit records that are currently housed in an offsite storage unit; and

WHEREAS, the records represent architectural drawings and permit records processed by the Town's building department since 2006; and

WHEREAS, conversion to digital media will allow records to be seamlessly integrated into the Town's records management system (Laserfiche), and will eliminate the offsite storage; and

WHEREAS, integration into the Town's records management system will provide for greater service delivery when requested by customers and will ensure proper document retention; and

WHEREAS, ADS has been a sole source provider of this service in the past;

WHEREAS, ADS has provided an estimate based upon State of Florida Contract #973-561-10-1 of Twelve Thousand Four Hundred and Four Dollars (\$12,404) to digitize these files; and

WHEREAS, due to the variability of actual documents within the boxes to be converted the estimate may be exceeded but shall not exceed Fifteen Thousand Dollars (\$15,000), which is specifically named in the Fiscal Year 2016-2017 Town Budget (Account # 001-1800-512-34100 – Other Contractual Services); and

WHEREAS, the Town of Southwest Ranches desires to utilize the services of ADS to convert these records under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves the piggyback of State Contract #973-561-10-1 and the issuance of a Purchase Order to ADS to provide for the conversion of architectural drawings and permit records as outlined in the quote attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and the Town Attorney to enter into the Purchase Order in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions that 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 26th day of January, 2017 on a motion by

_____ and seconded by _____.

McKay _____

Ayes _____

Breitkreuz _____

Nays _____

Fisikelli _____

Absent _____

Jablonski _____

Schroeder _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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



ADVANCED DATA SOLUTIONS, INC.

813.855.3545 Corporate
www.adsus.net

Large / Small Format Conversion - Quotation for Services



13400 Griffin Road
Southwest Ranches, Florida 33330
Attn: Russell Muniz
E: muniz@southwestranches.org

Option 1 - Per Image			Price Each
File Conversion Large Prints (up to Size E): Scanning of files to PDF scanned at 300 dpi - Black & White. Document Preparation to include stapler removal, re-placement of post-it notes, repair of torn documents. Price will include color scanning if not greater than 5%. Indexing and Folder Structure Set-Up. Embossment of Raised Seals, Large Font VOID Stamps Imprinted when appropriate. All conversion work performed in accordance with Florida Department of State Conversion Guidelines.			\$4.975
File Conversion Small Format Documents (Letter / Legal): Scanning of files to PDF scanned at 300 dpi - Black & White. Document Preparation to include stapler removal, re-placement of post-it notes, repair of torn documents. Price will include color scanning if not greater than 5%. Indexing and Folder Structure Set-Up. Embossment of Raised Seals, Large Font VOID Stamps Imprinted when appropriate. All conversion work performed in accordance with Florida Department of State Conversion Guidelines.			\$0.045
DVD Media Discs (Each)			\$15.00
Pick-Up and Redelivery (\$40 Each Way)			\$40.00

Option 2 - State Contract			Price
443 Hours	Per Batch: 15 Standard File Boxes (15" x 20") & 65 Oversized Boxes consisting of up to 25,000 Size E Wide Format Plans or up to 275,000 Small Format Documents or a combination of both. Services to include Record Preparation, Record Conversion to Group IV Standard TIFF File Format & Metadata / Indexing of all records in accordance with naming conventions consistent with Laserfiche Electronic Document Management System. Embossment of Raised Seals, Large Font VOID Stamps Imprinted when appropriate. DVD Media Disc Processing - \$15.00 Each Pick-Up & Re-Delivery - \$40 Each Way	\$28.00 Per Hour (Discounted Rate)	\$12,404.00

Advanced Data Solutions, Inc. State Contract #973-561-10-1 Job Code #1420 - Data Modeler

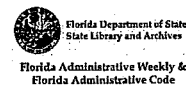
Base Conversion: Conversion of thousands of large or small data image files per 50 Box Batch of Building Records. Creation of Flat Data Files for Conversion to Group IV TIFF files for interface within the Town's Laserfiche Records Management System - Conversion with Florida Department of State Guidelines of 300 dpi within Group IV TIFF Files Converted to Group IV TIFF Files. Conversion to PDF files permitted as an alternative.

Data Conversion to include, Record Conversion, Indexing and Metadata Tagging and Extensive Quality Review for batch upload into Laserfiche Electronic Records Management Software.

	A	B	C	D	E	F
	PROJECT AREA 4: Staff Augmentation	Job No.	Job Title	Scope Variant		Advanced Data Solutions, Inc.
41				C. Advanced		100.00
42				D. Expert		10.00
43	Data Strategy and Management	1400.00	Database Manager			
44				A. Team Leader		110.00
45				F. Manager		120.00
46				A. Submanager		130.00
47		1410.00	Data Architect			
48				A. Entry		85.00
49				B. Intermediate		100.00
50				C. Advanced		110.00
51				D. Expert		130.00
52		1420.00	Data Modeler			
53				A. Entry		65.00
54				B. Intermediate		85.00
55				C. Advanced		100.00
56		1430.00	Database Analyst			
57				A. Entry		80.00
58				B. Intermediate		90.00
59				C. Advanced		100.00
60				D. Expert		110.00
61		1440.00	Database Administrator			
62				A. Entry		75.00
63				B. Intermediate		90.00
64				C. Advanced		110.00
65				D. Expert		130.00



STATE RECORD RETENTION



Chapter 1B-24, Florida
Administrative Code

PUBLIC RECORDS
SCHEDULING & DISPOSITION



ADVANCED DATA SOLUTIONS, INC.

Tampa - Miami - Atlanta - New Orleans

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 27, 2016

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Doug McKay

Council Member Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Nelson at 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation – Mayor Jeff Nelson Appreciation Day

4. Public Comment

The following members of the public addressed the Town Council: Vince Falletta, David Kuczenski, Dee Schroeder, Newell Hollingsworth, Kathy Sullivan, Aster Knight, Tracy Swait, John Eastman, Bob Hartmann, and Mary Gay Chaples.

5. Board Reports

No board reports were presented.

6. Council Member Comments

Council Member Fisikelli thanked Mayor Nelson for his service and complimented him on his ability to handle difficult situations over the years.

Council Member Breitkreuz spoke about a recent meeting with the residents of Griffin 345 Homeowners Association and those that reside along SW 188th Avenue. The meeting revealed some potential life safety issues that could occur as a result of closing the side access roads SW 54th Street and SW 57th Street to Griffin 345. He sought support from the remainder of the Town Council not to close these side streets. Vice Mayor McKay stated that he was aware that a child with medical needs lived at the intersection of SW 190th Avenue and SW 54th Street. He favored closing the side roads and SW 63rd Street but leave 190th Avenue open at the north end which would eliminate the need for rescue vehicles driving on 188th Avenue and its speed bumps. He felt this would provide for the fastest response times. Council Member Jablonski suggested keeping SW 57th and SW 63rd Street as well as the north end of SW 190th Avenue closed and leave SW 54th Street open which would allow access for the community as well as emergency rescue. Council Member Breitkreuz believed that SW 63rd Street was used heavily by the residents of Griffin 345 and objected to closing this road. Council Member Jablonski then suggested keeping SW 63rd Street and SW 54th Street open and closing SW 57th Street and the

north end of SW 190th Avenue. Vice Mayor McKay stated that the previously issued Town Council direction was to close the north end of SW 190th Avenue and also SW 54th and SW 57th streets with SW 63rd Street to remain open which would create a one way in one way out scenario. He did not support Council member Jablonski's suggestion which would leave both SW 54th and SW 63rd Street open. He suggested closing all of the roads and only leaving SW 54th Street open. Council Member Breitreuz felt that the original direction remains, but now the Town Council would be making an accommodation for the resident on SW 54th. He felt closing SW 63rd street would be creating new problems. He felt that the Town Council should continue forward with the direction previously given with the only modification being the opening of SW 54th Street to accommodate the resident with the medical condition. Council Member Jablonski suggested tabling this discussion and delaying the November 1st closing date until after the Town Council meeting on November 10th so residents could be made aware.

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

MOTION: TO STAY THE CLOSURE OF SW 54TH AND SW 57TH STREETS ON NOVEMBER 1, 2016 WITH DISCUSSION TO TAKE PLACE AT THE NOVEMBER 10TH TOWN COUNCIL MEETING WITH A DECISION TO BE MADE AT THE MEETING ON ANY STREET CLOSURES.

Council Member Breitreuz continued by recounting his first time hearing about Mayor Nelson running for office. He stated that he saw Mayor Nelson as a mentor, and an inspiration for how he wished to conduct himself when he first ran for office. He thanked him for his service and wished him the very best in the future.

Council Member Jablonski spoke about the recently held Craft Festival and thanked December for her efforts with this event. He also spoke about the inaugural Mr. & Mrs. Southwest Ranches event and congratulated the winners. He indicated that the Rolling Oaks Civic Association was hosting a Halloween event at the Rolling Oaks Barn and asked that everyone come out to enjoy the event. He mentioned the 2nd Annual Ride for The Ranches car show being held on Saturday November 12th. He pointed out that the Town calendar, prepared by the Rural Public Arts Advisory Board, was available for sale at the front desk at Town Hall. Lastly, he advised that Paige Giacin and Priscilla Stroze were seeking appointment to the Schools Education Advisory Board and asked for Town Council support to expand the Board.

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

MOTION: TO EXPAND THE SCHOOLS EDUCATION ADVISORY BOARD FROM SIX TO NINE MEMBERS AND TO ADD PAGE GIACIN AND PRISCILLA STROZE.

Council Member Jablonski continued by thanking all of the volunteers for making this meeting special. He thanked Mayor Nelson for his service and wished him well in the future.

Vice Mayor McKay advised that he met with representatives from the Broward County Aviation Department. The discussion centered around the 14 CFR Part 150 Noise and Land Use Compatibility Study that was being deliberated over the next three years. The County is requesting that two Southwest Ranches residents be appointed to two boards that will be meeting periodically to review issues relative to the new south runway. He thanked Mayor Nelson, for his service and wished him well in the future. He promised the residents that going forward he would try to have Town wide problems resolved quickly.

7. Legal Comments

Town Attorney Poliakoff read a prepared statement recounting his past experiences with Mayor Nelson. He thanked him for his service and wished him well into the future.

8. Administration Comments

Town Administrator Berns acknowledged the past efforts of Mayor Nelson on behalf of the Town and presented him several parting gifts from the Town and staff. He thanked him for his service and wished him well into the future.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WEEKLEY ASPHALT PAVING, INC. FOR ROADWAY REPAIR AND TRAFFIC SIGN MAINTENANCE SERVICES; APPROVING AN ADDITIONAL ONE (1) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE SECOND MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. Approval of Minutes

- a. September 14, 2016 Regular Meeting
- b. September 29, 2016 Regular Meeting
- c. October 13, 2016 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

Mayor Nelson thanked his family for their love and support. He expressed his gratitude to his colleagues on the Town Council, Town Attorney Poliakoff, Town staff, and the residents for their efforts in allowing him to be successful.

11. Adjournment – Meeting was adjourned at 9:04 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 26th day of January, 2017.*

Doug McKay, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

November 10, 2016

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

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

3. Oath of Office

Mayor McKay and Council Member Schroeder were administered the Oath of Office by Town Attorney Keith Poliakoff.

4. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPOINT COUNCIL MEMBER BREITKREUZ AS VICE MAYOR AND APPROVE THE RESOLUTION.

5. Presentation

Mr. & Mrs. Southwest Ranches Pageant Award Winners - Kathy Sullivan, SEAB Chair

Kathy Sullivan, Chair of the Schools Education Advisory Board (SEAB), discussed this fundraising event which benefitted the SEAB Scholarship Fund and raised more than \$4,000.

Quasi-Judicial Hearings

6. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-012-15 TO SUBDIVIDE 9.55 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.18 AND 5.37 NET ACRES; GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE, APPROXIMATELY 650 FEET NORTH OF STIRLING ROAD, AND GENERALLY DESCRIBED AS TRACT 19 OF THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 50 S., RANGE 40 E.

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

7. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-17-16 TO SUBDIVIDE APPROXIMATELY 9.24 NET ACRES OF PROPERTY INTO TWO LOTS OF 4.65 ACRES (LOT A) AND 4.59 ACRES (LOT B); GENERALLY LOCATED ON THE EAST SIDE OF SW 142ND AVENUE (HANCOCK ROAD) APPROXIMATELY 990 FEET NORTH OF STIRLING ROAD, AND DESCRIBED AS TRACT 20 OF "THE EVERGLADES SUGAR & LAND CO SUBDIVISION OF SECTION 34 TOWNSHIP 50 SOUTH, RANGE 40 EAST." ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, SAID LAND NOW LYING AND BEING SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, LESS THE WEST 40 FEET FOR RIGHT-OF-WAY PURPOSES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

8. Public Comment

The following members of the public addressed the Town Council: Vince Falletta, David Kuczenski, Bob Hartmann, Newell Hollingsworth, John Eastman, and Frank Espinosa.

9. Board Reports

No board reports were presented.

10. Council Member Comments

Council Member Jablonski congratulated Mayor McKay, Council Member Fisikelli and Council Member Schroeder for their election victories and also their challengers for being involved in the

process. He advised that the Ride for the Ranches Car Show would occur on Saturday November 12 at Rolling Oaks Park.

Vice Mayor Breitkreuz also wished to congratulate Mayor McKay, Council Member Fisikelli and Council Member Schroeder on their election victories.

Council Member Schroeder thanked everyone for their support. She stated her intention to treat everyone with respect and do a good job.

Council Member Fisikelli congratulated Council Member Schroeder on her election victory.

Mayor McKay thanked everyone for their support and congratulated Council Member Fisikelli and Council Member Schroeder on their election victories. He thanked everyone who attended the meeting and invited them to future meetings.

Council Member Jablonski indicated that illegal tree trimming recently occurred in Rolling Oaks was not sanctioned by the Town. He advised that an ongoing police investigation was underway regarding the incident. Mayor McKay was aware of the incident and presented the resident's account of what occurred and he supported the resident's actions. Council Member Jablonski disagreed and felt the resident taking that action could create a liability for the Town.

11. Legal Comments

Town Attorney Poliakoff indicated it was illegal for anyone to damage, alter, or change in any way public property without the express permission of the Town. He congratulated Mayor McKay, Council Member Fisikelli and Council Member Schroeder on their election victories as well as those who participated in the election process. He acknowledged the service of all veterans in the Town in advance of Veterans Day.

Vice Mayor Breitkreuz asked if Town Attorney Poliakoff could respond to comments made during Public Comments regarding City of Sunrise utilities. Town Attorney Poliakoff advised that the County Attorney's office, the City of Sunrise, and the Florida Department of Health have all opined that there is no ability for an organization to force a homeowner in any community in the State to connect to a water utility that is not located in that municipality. Therefore, there was no way for the City of Sunrise or the City of Pembroke Pines to compel a Southwest Ranches resident to connect to their respective municipal utilities. He believed this issue came up recently with the Broward County Commission when newly elected Commissioner Michael Udine asked that it be placed on a County Commission agenda to clarify whether or not it is legal. He further advised that County Administrator Bertha Henry declined to agendize the item as there was no need to.

12. Administration Comments

Town Administrator Berns congratulated Mayor McKay, Council Member Fisikelli and Council Member Schroeder on their election victories and looked into working with them in the future. He spoke of a recent meeting Mayor McKay had with representatives from Broward County Aviation who were seeking members of the community to serve on a Technical Committee to deal with airport noise, and also on a Communications Committee. He announced that John Eastman has

volunteered to serve on the technical committee with Mark Modrich to serve as an alternate, and Roxanne Culbertson will serve on the Communications Committee. Council supported these appointments. He advised that Town Financial Administrator discovered that the Town's solid waste provider LGL had been inadvertently overcharging commercial customers and LGL was now in the process of refunding those clients. As part of this process, the Town would also need to refund LGL some of the franchise fee collected as part of the erroneous billing. He further advised that as a result of the new composition of the Town Council a new Town photo would need to be taken and he would advise when that was scheduled for. He indicated that there were some issues with church traffic out at 208th avenue. He updated the Town Council on Code Enforcement's efforts to correct these issues as well his efforts in working with Davie Police to improve the issues. Additionally, a meeting has been scheduled with the church to discuss suggested improvements. Vice Mayor Breitkreuz asked if the police detail for the church would be taking a more proactive approach with the traffic issues. Town Administrator Berns indicated that was being worked on. He also advised that the Town had received the balance of proceeds to complete the sale of Engine 82 from the Volunteer Fire Department, and advised that the vehicle had been picked up by the buyer. He spoke of the Town's efforts with a new RFP for solid waste services. He indicated that a charrette would be held to seek resident input and vendor input on the crafting of the new RFP. Lastly, he recounted his recollection of events regarding the resident's request to trim the branches in Rolling Oaks. He indicated that he declined the resident's offer as he was concerned about the potential liability it would create for the Town.

Ordinance - 1st Reading

13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN UPDATE TO THE TEN-YEAR WATER SUPPLY FACILITIES PLAN ("WSFP") AND ADOPTING AN IMPLEMENTING AMENDMENT TO THE GOALS, OBJECTIVES AND POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE WSFP UPDATE AND COMPREHENSIVE PLAN AMENDMENT TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Resolutions

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSMITTING ITS FINDINGS PERTAINING TO THE EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN TO THE STATE LAND PLANNING AGENCY PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING ZONING IN PROGRESS; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii) WITHIN THE TOWN'S RIGHTS-OF-WAY; AUTHORIZING AND DIRECTING TOWN STAFF TO UNDERTAKE THE STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS SHALL BE DEFERRED AND NO PERMITS OR DEVELOPMENT ORDERS SHALL BE ISSUED UNTIL AMENDED LAND DEVELOPMENT REGULATIONS ARE ADOPTED BY THE TOWN COUNCIL OR UNTIL THE PASSAGE OF 180 DAYS FROM THE DATE OF THIS RESOLUTION, WHICHEVER OCCURS FIRST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO REMOVING "LOCAL BUSINESS TAX RECEIPTS" FROM THE RESOLUTION TITLE.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PROJECT FUND AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THREE HUNDRED THOUSAND DOLLARS (\$300,000) TO COMPLETE THE GUARDRAIL IMPROVEMENTS ALONG STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2015/2016 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE AND TRAINING FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE PURCHASE ORDER IN THE AMOUNT OF SIXTEEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$16,640); AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Discussion

19. SW 188th Avenue/Griffin Road 345 HOA Traffic Discussion

Town Administrator Berns summarized previous Town Council discussions regarding the traffic conditions in this area. He advised that a six-month window had been devised to allow for a permanent solution to be developed. As part of that process previous Council direction was to place closures at SW 54th and SW 57th Streets and leaving the new opening at the north end of 190th Avenue closed. This would leave the only access to the Griffin 345 Property Owners Association (Griffin 345) area through SW 63rd Street. The Town was also to enlist the services of a traffic planner to help determine the most viable solutions for Town Council consideration. At the last meeting on October 27th it was decided to hold off on the closures for SW 54th and SW 57th Streets as it was discovered that a resident with medical needs could be adversely affected by the closure of those streets. He advised that a Special Meeting of the Town Council would be held on November 16, 2016 with Tom Hall, Traffic Planner, to discuss his options.

Mayor McKay advised that he met with Mr. Hall and with many residents regarding this issue. He advised that even when a permanent solution is decided upon, it would take several weeks to take effect as public safety, the post office, and the school board would need to be notified. He advised the public in attendance that a final decision on a permanent solution would take place at the Special Meeting after all options had been presented by the Traffic Planner. He advised that while he welcomed public input it would be premature for the Town Council to make a decision without the input from Mr. Hall.

Vice Mayor Breitkreuz agreed that the permanent solution would be decided at the Special Meeting, but welcomed the public input. However, he indicated that he was willing to discuss a short term solution at this meeting if needed.

Mayor McKay indicated that he welcomed any input, but from what he had seen thus far all long term options contemplate the closure of SW 54th and SW 57th Streets. Vice Mayor Breitkreuz

agreed. He asked that once a final decision is made that signs be erected to advise the community when the changes would take effect.

Council Member Jablonski felt it was premature to state that SW 57th and SW 54th Street would be closed in any of the permanent scenarios. He wanted the Traffic Planner to present his options before this commitment could be made.

Responding to public comments Council Member Jablonski indicated that the Town could not dedicate any land to a private entity to place a gate on 190th Avenue north of 49th Street. Town Attorney Poliakoff agreed. He explained that 190th Avenue was a platted roadway and it was virtually impossible to dedicate public property for a private purpose. Council Member Breitzkreuz, responding to a public comment, clarified that the Town could close off access via a permanent barrier, but was prohibited from placing a gate on a public road to restrict access to a select group. Town Attorney Poliakoff expanded that court decisions have supported this position. He suggested an alternative currently employed by the Town of Golden Beach in which a gate could be placed at the north end of 190th Avenue so long as it automatically opened for anyone. It would delay opening for a moment to allow for a camera to take a picture of the vehicle.

Town Attorney Poliakoff clarified earlier comments that he made concerning the gate at the north end of 190th Avenue. He advised that if the residents desired a gate with "clickers" it would have to be placed on private property. The residents of the adjoining property could give an easement to Griffin 345 to allow the gate to be placed on their property, that would be legal because it would not impact the Town in any way.

Mayor McKay reiterated that the final decision will be made after input from Traffic Planner Tom Hall at the Special Meeting on November 16th.

20. Approval of Minutes

- a. September 13, 2016 Workshop Meeting
- b. September 14, 2016 First Budget Hearing
- c. September 29, 2016 Second Budget Hearing

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

MOTION: TO APPROVE THE MINUTES.

21. Adjournment – Meeting was adjourned at 9:04 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 26th day of January, 2017.*

Doug McKay, Mayor

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

SPECIAL MEETING MINUTES OF THE TOWN COUNCIL

Southwest Ranches, Florida

Wednesday 7:00 PM

November 16, 2016

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Special Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Presentation - SW 188th Avenue/Griffin 345 Traffic Plan Report – Thomas A. Hall, Traffic Planner

Town Administrator Berns summarized the history of the traffic issues between these two communities. He informed that the Town Council, after years of seeking a permanent solution to the traffic issues present, recently gave direction to hire a traffic planner who could study the communities, the issues present, and make recommendations from which they could choose at this meeting to make a final decision. He introduced Thomas A. Hall as the traffic planner utilized by the Town to assist with this matter.

Mr. Hall summarized his background which included numerous municipal clients in his 28 years as a consultant. He spoke of meetings with members of both communities so that he could attain a grasp of the issues present. He also spoke of meeting with Mayor McKay regarding this issue, and also attending a meeting hosted by Vice Mayor Breitreuz in which five (5) proposed remedies to close SW 190th Avenue were discussed. The five were:

1. Placing a gate on SW 190th Avenue at 49th Street while closing SW 54th Place and SW 57th Street and leaving SW 63rd Street open.
2. Placing a gate on SW 190th Avenue and 63rd Street while 49th Street remained open, and closing SW 54th Place and SW 57th Street.
3. Placing a gate on SW 63rd Street while SW 190th Avenue and 49th Street remained open, and closing SW 54th Place and SW 57th Street.
4. Placing a gate on SW 190th Avenue at 49th Street, closing SW 63rd Street at the canal east of SW 190th Avenue, and closing SW 54th Place and SW 57th Street.
5. Leaving SW 190th Avenue open at 49th Street, closing SW 63rd Street at the canal east of SW 190th Avenue, and closing SW 54th Place and SW 57th Street

Another option had been recommended by one of the residents, which was to put a gate in the middle of SW 190th Avenue between SW 49th Street and SW 63rd Street. At this meeting he believed it was the consensus of the Griffin 345 community to favor the first option while the contingent of residents from SW 188th Avenue appeared to prefer the fourth option.

He explained that after this meeting he toured the area in question and met with several of the residents in both communities. What became readily apparent was that a significant portion of traffic was actually emanating from the agricultural businesses south of SW 63rd Street. He felt that this was a significant factor for traffic in the area and included it in his basis to develop options for Council consideration. When he met with the residents of Griffin 345 several issues came to light including:

1. Desire to close SW 190th Avenue at the north side of SW 49th Street so as to include members of Griffin 345 within the gated area since access to these homes is on SW 49th Street.
2. SW 190th Avenue is a private roadway with insurance paid for by the residents of Griffin 345, and without a way to restrict public traffic on this roadway they would have difficulty obtaining insurance for it.
3. Opposition to placing the gate at the south end of SW 190th Avenue along SW 63rd Street as it would allow the public to drive to the end of their private roadway before being stopped and would then have to turn around and drive through the community a second time thus defeating the residents' desire to reduce traffic in their community.
4. The willingness to allow a keypad and gate at SW 190th Avenue and SW 49th Street to allow residents and authorized service personnel to access the community.

He spoke about discussions with Town Attorney Poliakoff and Town Engineer Rod Ley about the best possible locations for a gate. Ultimately the issue centered around where a gate could be placed on property owned by Griffin 345 that could best serve them and achieve the objective of removing their traffic from SW 188th Avenue.

He then presented two alternatives to address concerns raised, and what he believed could effectively achieve the objectives previously stated. Option 1 proposed to place a gate with a keypad on the north end of SW 190th Avenue on the south side of 49th Street, closing SW 54th Place and SW 57th Street, and leaving SW 63rd Street open. He stated various reasons why this was his preferred option. He also proposed installing "No Through Trucks" street signage that informed commercial traffic that SW 188th Avenue could not be used. Option 2 proposed to place a gate with a keypad on the south end of SW 190th Avenue at SW 63rd Street, closing SW 54th Place and SW 57th Street, and leaving the north end of SW 190th Avenue open.

Council Member Schroeder advised that the Town's acquisition of the property from FPL to create the new access from Griffin Road to Griffin 345 cost \$25,000 which affected the entire Town, not just Griffin 345. She felt whichever option was chosen, not everyone would be happy with it, but it was better to have some improvement than none at all.

Vice Mayor Breitzkreuz thanked Mr. Hall for his efforts. He was excited that a decision would finally be made at this meeting. He advised that the School Board has been advised that a change was forthcoming. He felt that a gate with a keypad was necessary and was encouraged that both sides, and both options, recognize the need for the keypad. He believed that with either option, the resident with medical issues on SW 54th Place will receive quicker response times from rescue personnel. He believed that both options presented by Mr. Hall were viable and an improvement over the traffic conditions present today. He concurred with Mr. Hall that

Option 1 was the preferred choice. With respect to the placement of the gate on SW 49th Street he preferred to place it on the north side, but acknowledged the advantages raised by Mr. Hall to place the gate on the south side of SW 49th Street.

Council Member Jablonski thanked the residents for attending and thanked Mr. Hall for his efforts. He agreed with the "No Through Trucks" sign, the closing of SW 54th Place and SW 57th Street, and the opening of SW 190th Avenue at the north end. He favored the idea of closing the aforementioned roadways and leaving SW 190th open and letting the residents of Griffin 345 decide where the gate should go. In regards to public comments concerning SW 184th Avenue he asked everyone to understand this roadway was on the County's Trafficways Plan and would not be improved for many years. He also liked the idea of placing a gate similar to one being employed in the Town of Golden Beach, as previously suggested by Town Attorney Poliakoff, on SW 63rd Street which would give the appearance of a gate but would open to all traffic and allow for a picture to be taken of each vehicle's license plate.

Mayor McKay asked Mr. Hall why he didn't consider also closing SW 63rd Street in either of his options. Mr. Hall explained that closing SW 63rd Street would require the nurseries to access SW 190th Avenue which he was trying to avoid as it was a private roadway. Mayor McKay objected to the gate at the north end of SW 190th Avenue because the back door (SW 63rd Street) would remain open. He felt that the best alternative was to place the gate at SW 63rd Street and leave the north end of SW 190th Avenue open. He also suggested that Griffin 345 could place a gate at the north end and the south end of SW 190th Avenue which would give the residents there everything they could want but cautioned that it would take a unanimous vote of the Town Council to accomplish. He would be ok with that option.

Vice Mayor Breitzkreuz liked this idea, but stated the financial obligation for the second gate would be entirely the responsibility of Griffin 345. This option would also still have to overcome the Right of Way (ROW) issues discussed previously, it would exclude some HOA members from the gated areas, and also include some properties within the gated areas that were not members of the HOA. He felt that this option would be too "sticky." He felt that the majority of Griffin 345 favored the gate at the north end of SW 190 Avenue.

Mayor McKay believed that if this action were taken, before long the community would be back asking the Council to place a gate on SW 63rd Street thereby making Griffin 345 a gated community. Vice Mayor Breitzkreuz felt this was a valid point and was the rationale for him asking that traffic counters be placed on SW 63rd Street so traffic in that area would be known before the change was made. Council Member Jablonski questioned whether the Council action was to direct Griffin 345 to place a gate, or whether it was to direct them to where a gate could be placed. Vice Mayor Breitzkreuz wanted Council to provide clear direction. He felt based on the report there were two options where the gate could be placed. His motion was to support the gate on the north side. Griffin 345 could choose not to erect a gate at all. If they did not, the barrier at the north end of SW 190th Avenue would be removed on May 1, 2017.

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

MOTION: TO SUPPORT THE PROPOSAL INDICATED AS OPTION 1 IN THE FINAL REPORT OF TRAFFIC PLANNER THOMAS A. HALL TO PLACE THE GATE AT SW 190TH AVENUE ON THE SOUTH SIDE OF SW 49TH STREET WITH SUPPORT FROM A TOWN PUBLIC SAFETY GRANT, ERECTION OF BARRIERS ON SW 54TH PLACE AND SW 57TH STREET, AND TO MAINTAIN THE MAY 1ST 2017 DEADLINE FOR THE REMOVAL OF THE BARRIER ON SW 190TH AVENUE AND IF THE GATE IS ERECTED PRIOR TO THE MAY 1ST DEADLINE THE BARRIERS IN PLACE WILL BE REMOVED AS SOON AS THE GATE IS FUNCTIONAL.

Resolutions

4. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDED A NEIGHBORHOOD SAFETY GRANT IN THE AMOUNT OF THIRTY- SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$37,875) TO THE GRIFFIN ROAD 345 PROPERTY OWNERS ASSOCIATION (GRIFFIN 345) FOR THE INSTALLATION OF A TRAFFIC CALMING DEVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO A SETTLEMENT AGREEMENT BETWEEN THE PARTIES, TO ACCEPT THE ONE BID RECEIVED FOR THE GATE AND ALLOW A LOWER BID IF RECEIVED, TO ALLOW A ENTRYWAY BOX (KEYPAD) ON BOTH SIDES OF THE GATE AS PART OF THE PROJECT, AND TO MAINTAIN THE MAY 1ST 2017 DEADLINE FOR THE REMOVAL OF THE BARRIER ON 190TH AVENUE.

5. Adjournment – Meeting was adjourned at 8:48 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 26th day of January, 2016.*

Doug McKay, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

December 8, 2016

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Purple Heart City Designation - Lewis Colon

Lewis Colon explained what the Purple Heart City designation was and requested that the Town pursue the designation. Vice Mayor Breitkreuz asked what the process was to receive the designation. Mr. Colon explained that the Town could approve a proclamation and the Florida Chapter of the Military Order of the Purple Heart will accept and then registration will occur with the National Military Order of the Purple Heart organization.

4. Proclamation for Southwest Ranches Annual Arbor Day - January 20, 2017

December Lauretano-Haines accepted the proclamation on behalf of the Town designating January 20, 2017 as Southwest Ranches Arbor Day.

Quasi-Judicial Hearings

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE AKAI ESTATES SITE PLAN, APPLICATION NO. SP-57-14, TO CONSTRUCT SIXTEEN SINGLE FAMILY DWELLING UNITS WITHIN THE TARA PLAT LOCATED AT THE SOUTHWEST QUADRANT OF GRIFFIN ROAD AND UNIMPROVED SW 184TH AVENUE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO STAFF CONDITIONS AND REMOVAL OF PROPOSED GATE AND TO ALLOW AN ENTRANCE STRUCTURE WITH GUARDHOUSE AND SPEED BUMPS.

6. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING AND ABANDONING SEVERAL PLATTED DRAINAGE EASEMENTS LOCATED WITHIN THE TARA PLAT, AS RECORDED IN PLAT BOOK 162, PAGE 20 OF THE BROWARD COUNTY, FLORIDA PUBLIC RECORDS AND ACCEPTING NEW DRAINAGE EASEMENTS; GENERALLY LOCATED ON THE WEST SIDE OF UNIMPROVED SW 184TH AVENUE AND SOUTH OF GRIFFIN ROAD; PROVIDING FOR MAINTENANCE OF THE EASEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO STAFF CONDITIONS.

7. A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-15-16 TO SUBDIVIDE APPROXIMATELY 4.55 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.28 AND 2.17 NET ACRES; GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF SW 208th LANE AND SW 54TH PLACE, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

8. Public Comment

The following members of the public addressed the Town Council: John Eastman, Frank Espinosa, David Kuczenski, and Mary Gay Chaples.

9. Board Reports

Debbie Green, representing the Schools and Education Advisory Board, spoke about the upcoming Ranchers of Distinction fundraising event on February 25th at Tropical Acres.

Aster Knight, representing the Southwest Ranches Parks Foundation spoke of the success of the 2nd Annual Ride for the Ranches Car Show Event.

10. Council Member Comments

Council Member Jablonski mentioned the upcoming Free Horse Show on December 10th at the Sunshine Ranches Equestrian Park. He urged everyone to attend. He advised that a new traffic pattern exists at the intersection of Griffin and Dykes Road and urged everyone to be careful.

Vice Mayor Breitzkreuz provided an update on traffic issues at the Segadores Church, and felt that an ongoing communication process between the Davie Police detail and the congregants would be effective over time. He discussed a request to place a traffic signal at the intersection at the intersection of Griffin Road and 172nd Avenue. Broward County will be performing a study to determine whether or not a signal is warranted. Lastly, he wished everyone Merry Christmas, Happy Holidays and a safe New year.

Council Member Schroeder wished everyone a Merry Christmas, Happy Holidays, and a Happy New Year. She indicated that during the budget process she would like to identify some funding for holiday decorations for Town Hall. Town Administrator Berns indicated as in past years the Town would have some decorations in front of Town Hall in the next few days which were placed at no cost to the Town by residents. Council Member Schroeder requested that in addition to that, she would like to see lights at Town Hall in the future.

Mayor McKay thanked everyone for their support of the 2nd Annual Ride for the Ranches Car Show. He wished everyone a Merry Christmas and Happy Holidays.

11. Legal Comments

Town Attorney Poliakoff indicated there was an uptick in activity regarding motions and hearings for the Pines/CCA case. Two motions of note were a Motion for Summary Judgement for the Water and Sewer Agreement and a motion regarding the Gate case against Pembroke Pines. He was then surprised to find that Pembroke Pines had acquired the Weekley property, the Clark property, as well as the Vardelman property and might file a local bill to de-annex those properties around the Franklin Academy site from Southwest Ranches and annex them into Pembroke Pines. He did not believe they would have support locally, or in the Legislature for such a bill. He relayed comments stated at a Pembroke Pines Commission meeting where Mayor Ortis questioned when all the litigation would end, and their City Attorney stated "once we buy up all of Southwest Ranches."

12. Administration Comments

Town Administrator Berns spoke about the traffic improvements at Griffin Road and Dykes Road. He met with Town Engineer Rod Ley, to relay to the County, the Town's concerns regarding the improvements made. He spoke about the upcoming Solid Waste Charrete on Monday December 12th. He wished everyone Happy Holidays and a Happy New Year. He also suggested that everyone consider the Town Calendar as a last minute gift idea.

Ordinance – 2nd Reading

13. 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. **{APPROVED ON 1st READING - AUGUST 25, 2016 - REQUIRES A SUPERMAJORITY VOTE}**

The following motion was made by Council Member Jablonski, and seconded by Council Member Fisikelli but did not pass by 2-3 roll call vote. The vote was as follows: Council Members Jablonski and Vice Mayor Breitzkreuz voting yes, and Council Members Fisikelli, Schroeder, and Mayor McKay voting No.

MOTION: TO APPROVE THE ORDINANCE.

Ordinance – 1ST Reading

14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING CHAPTER 24, ARTICLE IV, ENTITLED "PARKING, STOPPING, AND STANDING ENFORCEMENT" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO PROVIDE FOR DEFINITIONS AND PROHIBITED PARKING ON STREETS WITHIN THE TOWN'S MUNICIPAL BOUNDARIES; AUTHORIZING THE ISSUANCE OF CITATIONS FOR NON MOVING VIOLATIONS; AUTHORIZING SERVICE OF PARKING TICKETS ON PARKED VEHICLES; AUTHORIZING THE REMOVAL AND IMPOUNDMENT OF VEHICLES IN VIOLATION; PROVIDING FOR INCLUSION IN THE TOWN CODE, PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. **{SECOND READING TO BE HELD ON JANUARY 26, 2017}**

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

MOTION: TO APPROVE THE ORDINANCE.

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY EIGHT CENTS (\$105,116.28) WITH FLORIDA CONSTRUCTION AND ENGINEERING INC. TO COMPLETE THE CALUSA CORNERS PARK IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS AND EIGHTY-ONE CENTS (\$133,516.81) WITH FLORIDA CONSTRUCTION & ENGINEERING INC. TO COMPLETE THE SW 55TH STREET AND SW 185TH WAY DRAINAGE IMPROVEMENTS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2016 / 2017 BUDGET FOR DRAINAGE IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Discussion**23. Town Administrator/Town Financial Administrator Annual Review**

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

MOTION: TO TABLE THE DISCUSSION TO JANUARY 26, 2017.

24. Adjournment – Meeting was adjourned at 10:18 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 26th day of January, 2017.*

Doug McKay, Mayor

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