



Southwest Ranches Town Council

REGULAR MEETING
Agenda of January 25, 2018

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

Quasi-Judicial Hearings

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

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

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

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

place.

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

3. Resolution amending a condition of site plan approval for Bella Acres Estates (The Reserve)

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING/DENYING APPLICATION NO. SP-65-18 BY BELLA CES, LLC. TO AMEND A CONDITION OF THE BELLA ACRE ESTATES SITE PLAN (A.K.A. "THE RESERVE") APPROVAL PERTAINING TO THE TIMING OF CONSTRUCTION OF A LEFT TURN LANE, AS SET FORTH IN RESOLUTION NO. 2014-005; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

4. Resolution approving Variance Application VA-73-18

A RESOLUTION OF THE BOARD OF ADJUSTMENT OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING/DENYING APPLICATION NO. VA-73-18 BY ENRIQUE ZAMORA FOR A VARIANCE FROM SECTION 045-100(C) OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE, TO REDUCE THE REQUIRED WEST SIDE YARD FROM 25 FEET TO 10 FEET AND 4 INCHES FOR A DETACHED GARAGE, AND TO REDUCE THE REQUIRED EAST SIDE YARD FROM 25 FEET TO 15 FEET AND 4 INCHES FOR GAZEBO AT 15701 SW 51 MANOR; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

5. Public Comment

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

6. Board Reports

7. Council Member Comments

8. Legal Comments

9. Administration Comments

Ordinance - 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL

IMPROVEMENTS FOR FISCAL YEARS 2018-2022 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {APPROVED ON FIRST READING - DECEMBER 14, 2017}

Resolutions

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC., IN THE AMOUNT OF TWO HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$235,392.00) TO COMPLETE THE STIRLING ROAD GUARDRAIL IMPROVEMENTS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF TWENTY THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS AND SEVENTY-TWO CENTS (\$20,651.72), TO COMPLETE THE SW 178TH AVENUE STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA OFFICIALLY ADOPTING THE BROWARD COUNTY ENHANCED LOCAL MITIGATION STRATEGY PLAN, WHICH CREATES A COMPREHENSIVE MITIGATION PROGRAM MINIMIZING THE IMPACT OF NATURAL AND TECHNOLOGICAL DISASTERS THROUGH THE DISTRIBUTION OF GRANT FUNDS FOR IMPLANTATION OF REQUESTED, NEEDED, AND TOWN APPROVED MITIGATION PROJECTS WITHIN THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTATION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FOUR HUNDRED AND EIGHTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$35,482.55) TO PURCHASE A NEW UTILITY VEHICLE; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2017/2018 BUDGET FOR A UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING A TOWN VEHICLE AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO**

EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS VEHICLES AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Discussion

16. Town Administrator/Town Financial Administrator Annual Review - Tabled from December 14, 2017

17. Approval of Minutes

a. December 14, 2017 Regular Meeting

18. Adjournment

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



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

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

Town Council
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: Jeff Katims
DATE: 1/2/2018
SUBJECT: Resolution amending a condition of site plan approval for Bella Acres Estates
(The Reserve)

Recommendation

1. The Council can choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council can table this item to seek additional information.
3. The Council can choose to approve the application finding that the petitioners have shown by competent substantial evidence that they have met the requirements of the ULDC with conditions such as:
4. The applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.

Strategic Priorities

- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The Council approved the Bella Acre Estates site plan on December 13, 2007, and approved

amendments to the site plan on November 14, 2013. Condition No. 7 of the 2013 approval requires construction of a left turn lane into the development prior to issuance of the third Certificate of Occupancy (C.O.).

The Applicant requests that the Council modify this condition to allow five C.O.s prior to construction of the turn lane.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	1/9/2018	Backup Material
Bella Acres SPM Reso - TA Approved	1/19/2018	Resolution
Aerial Photograph	1/9/2018	Exhibit
Mail Notification Radius Map	1/9/2018	Exhibit
Original Resolution No. 2014-005	1/9/2018	Backup Material
Mailing List	1/9/2018	Backup Material
Mail Notice	1/9/2018	Backup Material

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

- DATE:** January 25, 2018
- SUBJECT:** Site Plan Modification Application SP-65-18; Reserve at the Ranches
- ADDRESS:** 17105 – 17140 Reserve Court, Southwest Ranches, FL
- LOCATION:** Generally located on the east side of SW 172nd Avenue, south of SW 49th Street.
- ZONING:** RE, Rural Estate District
- APPLICANT:
(OWNER)** Bella CES, LLC
- REQUEST:** To amend condition number 7 of Resolution No. 2014-005, to allow issuance of five (5) Certificates Of Occupancy (“C.O.”) prior to completing construction of the dedicated left turn lane, instead of the two (2) C.O.s currently authorized.
- EXHIBITS:** Staff Report, Resolution No.2014-005, Aerial Photograph, Lobbyist Registration and Ethics Form, and Mail Notification Radius Map and Mailing List.

BACKGROUND

The Town Council approved the Reserve at the Ranches Site Plan on December 13, 2007 via Resolution No. 2008-027. The site plan consists of eight (8) single-family residential lots fronting a private cul-de-sac street situated on 8.72 acres. The site is located along the east side of SW 172nd Avenue, south of SW 49th Street. On November 14, 2013 the Town Council approved modifications to the original site plan via Resolution No. 2014-005.

SITE PLAN MODIFICATION REQUEST

Condition No. 7 of site plan approval, as set forth in Resolution No. 2014-005 requires construction of a left turn lane on SW 172nd Avenue prior to issuance of the third (3rd) Certificate of Occupancy. The Applicant is requesting to amend this condition to authorize a total of five (5) Certificates of Occupancy) prior to the construction of the dedicated left turn lane.

STAFF RECOMMENDATION:

1. The Council can choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council can choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC. In addition, the previous conditions from Resolution No. 2014-005 shall remain in effect.
3. The Council can table this item to seek additional information.

RESOLUTION NO. 2018-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING/DENYING APPLICATION NO. SP-65-18 BY BELLA CES, LLC. TO AMEND A CONDITION OF THE BELLA ACRE ESTATES SITE PLAN (A.K.A. "THE RESERVE") APPROVAL PERTAINING TO THE TIMING OF CONSTRUCTION OF A LEFT TURN LANE, AS SET FORTH IN RESOLUTION NO. 2014-005; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bella CES, LLC is the current owner ("Owner") of property platted as Bella Acre Estates, according to the plat thereof as recorded in Plat Book 177, Page 58 of the Broward County, Florida Public Records; and

WHEREAS, the Town Council approved the Bella Acre Estates Site Plan on December 13, 2007 via Resolution No. 2008-027; and

WHEREAS, the site plan consists of eight (8) single-family residential lots fronting a private cul-de-sac street situated on 8.72 acres; and

WHEREAS, on November 14, 2013 the Town Council approved modifications to the original site plan (now known as "The Reserve") via Resolution No. 2014-005; and

WHEREAS, Condition number 7 of Resolution No. 2014-005 provides for not more than two (2) Certificates of Occupancy to be issued prior to construction of the dedicated left turn lane; and

WHEREAS, Owner requests modification of said condition to allow for not more than five (5) Certificates of Occupancy to be issued prior to construction of the dedicated left turn lane; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, having considered the Applicant's request, evidence submitted, criteria set forth in the Town's Unified Land Development Code, the analysis of the Town Staff, and comments from other interested parties, upon a motion duly made and acted upon, approved/denied the site plan modification subject to the conditions set forth herein.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF SOUTHWEST RANCHES, FLORIDA:

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

Section 2. That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held on January 25, 2018, the Town Council of the Town of Southwest Ranches, hereby amends/denys the reequest to amend Resolution No. 2014-005, and approves/denys Site Plan Modification Application No. SP-065-18, in accordance with the following stipulated conditions:

1. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
2. All other previous conditions from Resolution No. 2014-005 shall remain in effect.

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 25th day of January, 2018, on a motion by _____ and
seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

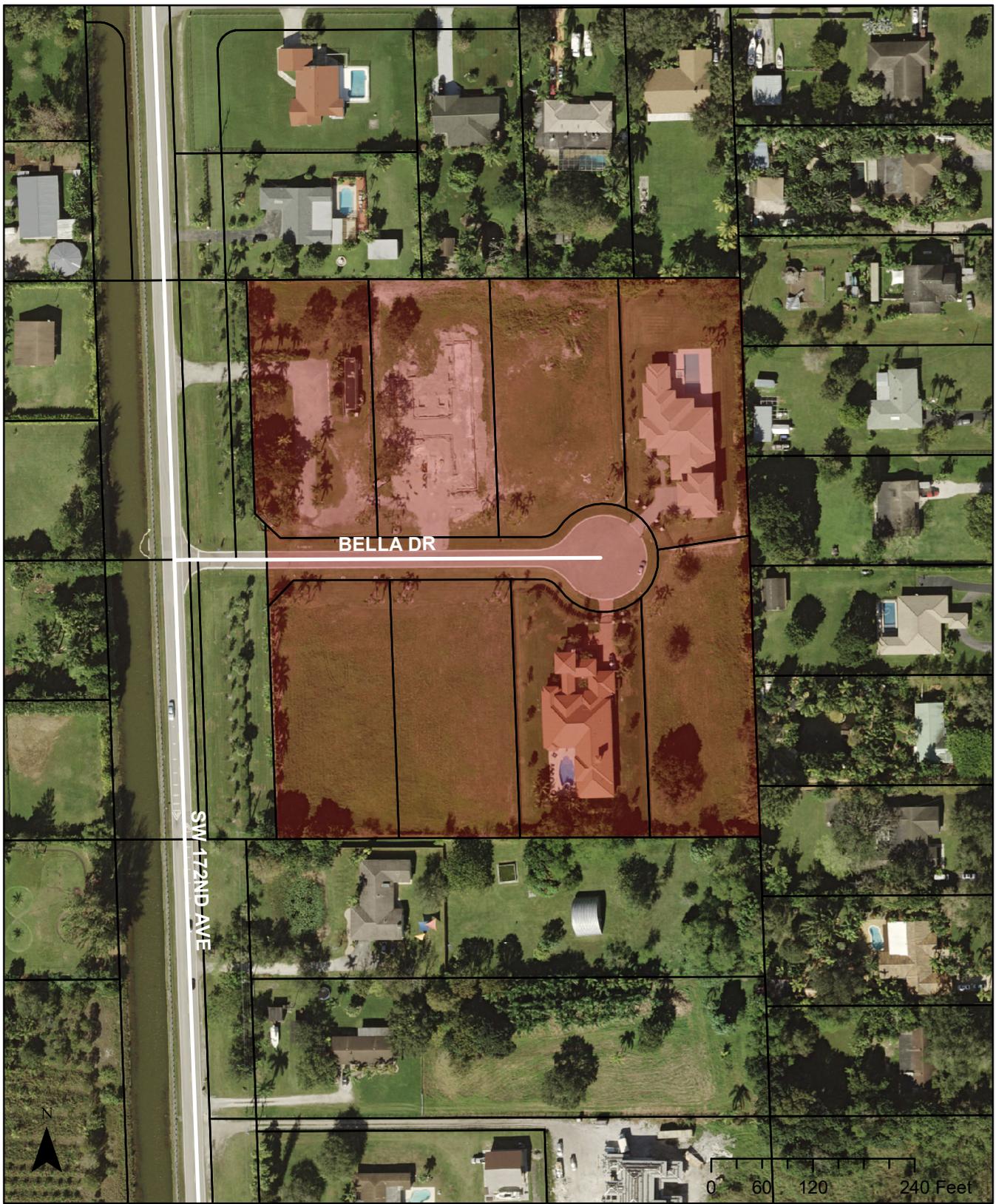
Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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Legend

 Subject Site

**Aerial | Bella (The Reserve)
East of 172nd Avenue & South of SW 49th Street.**



Legend

-  Subject Site
-  1,500 Ft Notice Buffer
-  Southwest Ranches Boundary

**Location Map | Bella (The Reserve)
East of 172nd Avenue & South of SW 49th Street.**

RESOLUTION NO. 2014 - 005

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2008-027, AND APPROVING MODIFICATIONS TO THE BELLA ACRE ESTATES SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, Bella CES, LLC is the current owner ("Owner") of property platted as Bella Acre Estates, according to the plat thereof as recorded in Plat Book 177, Page 58 of the Broward County, Florida Public Records; and

WHEREAS, Owner requests Town approval for the temporary construction of a sales trailer, with associated temporary parking facility and driveway; and

WHEREAS, Owner requests Town approval to shift the location of perimeter landscaping and fencing north of the project entrance, in order to align the landscaping and fencing with the right-of-way line of SW 172nd Avenue; and

WHEREAS, Owner requests Town approval to increase the height of the entrance feature by one (1) foot in order to better accommodate two (2) lines of signage copy; and

WHEREAS, Owner requests Town approval to rename "Bella Drive" to "Reserve Court"; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, having considered the Applicant's request, submitted evidence, criteria set forth in the Town's Unified Land Development Code, the analysis and recommendations of the Town Staff, and comments from other interested parties, upon motions duly made and acted upon, approved the site plan modification subject to the conditions set forth herein.

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

Section 1. Recitals. That the foregoing recital clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated and made a specific part of this Resolution.

Section 2. Site Plan Modification Approval. That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held November 14, 2013 the Town Council of the Town of Southwest Ranches, hereby amends Resolution No. 2008-0027, and approves Site Plan Modification Application No. SP-54-13, in accordance with the following stipulated conditions:

Drainage and road improvements

1. Within thirty (30) business days of the date of approval of Application No. SP-054-13, and prior to the issuance of any building permit, owner shall record a declaration of restrictive covenants that has been approved by the Town Attorney, acknowledging that the owner must construct or cause the construction of all paving and drainage improvements required by the Town, and that said improvements must be found acceptable by the Town Engineer prior to the issuance of any building permit, except as set forth below. Failure to comply with this condition within the prescribed period shall render the approval of SP-054-13 null and void.
 - a. The Town may issue a building permit for the completion of the existing dwelling on Lot 6, provided that the Town will not issue a Certificate of Occupancy, temporary or otherwise, until the aforementioned improvements have been completed and approved by the Town. If the Florida Building Code has changed since the initial construction has begun, the Applicant shall bring the home into compliance with today's standards, unless the Town's Chief Building Officer advises in writing to the contrary.
 - b. The Town may issue a building permit for the construction of a sales trailer and the Town may also issue a building permit for the construction of a home on one other lot, provided that the Town will not issue a Certificate of Occupancy, temporary or otherwise, for the home on one other lot until the aforementioned improvements have been completed and approved by the Town.

Trailer, Temporary Driveways, and Turn Lane

2. Obtain a building permit for completion of the existing single-family dwelling prior to issuance of the building permit for the construction/sales trailer.
3. Remove the existing asphalt driveway at north end of the property prior to issuance of a Certificate of Occupancy for the trailer.
4. Install all required perimeter and street landscaping shown on the approved site plan along SW 172nd Avenue within 120 calendar days of the date the building permit is issued for the trailer or the home on one other lot, whichever event occurs first. Prior to issuance of a building permit for the trailer, provide a letter of credit acceptable to the Town Attorney for the cost of removing the

trailer should the landscaping not be installed and pass Town inspection within the 120 day period.

5. The trailer, parking area improvements, sales office signage and temporary project sign shall be removed within ten (10) calendar days of the date that a building permit is issued for the final dwelling unit.
6. Town Council approval of Application DE-18-03, and County Commission approval and subsequent recordation of temporary vehicular access agreement are required prior to temporary SW 172nd Avenue driveway construction. Driveway shall be removed the earlier of March 31, 2015, or within thirty (30) calendar days after the trailer site has approved driveway access from the completed internal street, whichever is sooner.
7. In addition to the sales trailer, Owner may receive two certificate of occupancies prior to the construction of the dedicated turn lane. No further certificates of occupancy, temporary or otherwise, will be issued until all off site improvements, including but not limited to construction of the left turn lane on SW 172nd Ave, have been completed and approved by the Town.

Homeowner Association (HOA)

8. Developer shall provide final HOA documents to the Town Attorney for review and approval prior to recordation.
9. Owner shall record an agreement deemed acceptable by Town Attorney allowing police access and citation authority, and access by Town officials and agents in the course of official duties.
10. Owner shall record an agreement deemed acceptable by the Town Attorney obligating the HOA to maintain the multi-use trail and landscaping in the right-of-way adjacent to the plat, and shall indemnify the Town for any liability resulting from landscaping within the right-of-way.
11. HOA documents shall not restrict the keeping of horses or animals except as restricted by the ULDC. Further, HOA documents shall specifically advise potential purchasers that the community cannot be gated, in accordance with the Town's Comprehensive Plan.

Miscellaneous

12. A tree removal permits is required prior to removal of any tree.
13. Update and provide all plan sheets necessary to reflect relocated fence, perimeter hedge and Live Oak Trees.
14. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this site plan, including, but may not be limited to, expenses for engineering, planning, legal, advertising, five (5) percent administrative fee, and any

related expenses that the Town has or will incur as a direct cost of this application.

Section 3. Severability. If any word, phrase, clause, sentence or section of this Resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution, provided that such severability does not affect the intent of this Resolution.

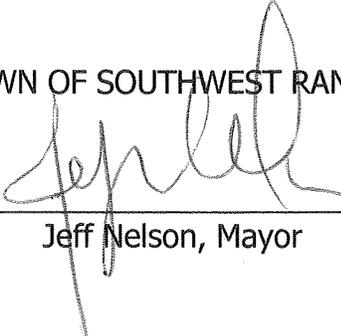
Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ORDERED this 14th day of November, 2013, on a motion to approve made by Vice Mayor Breitkreuz and seconded by Council Member McKay.

Nelson	<u>YES</u>	Ayes	<u>5</u>
Breitkreuz	<u>YES</u>	Nays	<u>0</u>
Jablonski	<u>YES</u>	Absent	<u>0</u>
Fisikelli	<u>YES</u>		
McKay	<u>YES</u>		

[Signatures on Following Page]

TOWN OF SOUTHWEST RANCHES TOWN COUNCIL

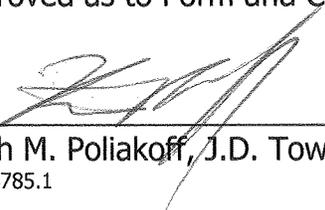
By: 
Jeff Nelson, Mayor

This is to certify that this Resolution and Final Order has been filed by the undersigned for the records, and a copy provided to the Applicant and/or authorized agent this 12th day of December 2013.

Town of Southwest Ranches Board of Adjustment

By: 
Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, J.D. Town Attorney
11316785.1

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BCPA_TAX_ROLL.NAME_LINE_1	BCPA_TAX_ROLL.ADDRESS_LINE_1	BCPA_TAX_ROLL.CITY
ADILI,MIRMOHAMMAD &	17400 SW 48TH ST	SOUTHWEST RANCHES
ADLER,MARIO	4921 SW 170 AVE	SOUTHWEST RANCHES
AGUDEL,MARIBEL H/E	5310 SW 172 AVE	SOUTHWEST RANCHES
AGUDELO,CLARA	950 NAUTICA DR	WESTON
ALEGRET,JORGE R & EYDA L	4711 SW 168TH AVE	SOUTHWEST RANCHES
AMIN,MOHAMED FEROZE	4800 SW 172 AVE	SOUTHWEST RANCHES
AMY,JOSEPH C	4820 SW 172 AVE	SOUTHWEST RANCHES
ARBOLEYA,JESUS &	17521 SW 52 CT	SOUTHWEST RANCHES
ARTAMENDI,HAYDEE	17421 SW 48 ST	SOUTHWEST RANCHES
AURORA LOAN SERVICES INC	10350 PARK MEADOWS DR	LITTLETON
AVILA,LUIS & BELKYS	4920 SW 168 AVE	SOUTHWEST RANCHES
BALIUS,EMILIO &	16810 SW 52 PL	SOUTHWEST RANCHES
BALL,JAMES E JR	5100 SW 170 AVE	SOUTHWEST RANCHES
BELL,RICHARD A & AUDREY	5110 THOROUGHbred LANE	SOUTHWEST RANCHES
BERGERON,RONALD M JR	5101 SW 167 AVE	SOUTHWEST RANCHES
BERRY,WILLIAM MARTIN & HELEN J	4901 SW 173RD WAY	SOUTHWEST RANCHES
BITTNER,DAVID LEROY & JOAN A	5050 SW 168TH AVE	SOUTHWEST RANCHES
BLUE,JIM & ANGELA	17004 GRIFFIN ROAD	SOUTHWEST RANCHES
BOLANO,JAIME E & ROSALBA	17060 SW 49TH ST	SOUTHWEST RANCHES
BRAZIS,ALAN A & JEAN A	16740 SW 52ND PL	SOUTHWEST RANCHES
BREAM,GLEN F & SHARON G	16710 SW 52 PL	SOUTHWEST RANCHES
BRESNAHAN,DANIEL & CAROLYN M	17001 SW 48TH ST	SOUTHWEST RANCHES
BROOKS,RAYMOND & JEANNE M	5031 SW 168TH AVE	SOUTHWEST RANCHES
BROWARD COUNTY	115 S ANDREWS AVE RM 326	FORT LAUDERDALE
BURROWS,VERNIEL	17401 SW 54TH ST	SOUTHWEST RANCHES
CABALLERO,ANA C	17250 SW 52 CT	SOUTHWEST RANCHES
CABRERA,BLAS	4810 SW 172 AVE	SOUTHWEST RANCHES
CAHER ENTERPRISES	4437 NW 93 DORAL CT	DORAL
CALVERT,JEFFREY D	17121 SW 54 ST	SOUTHWEST RANCHES
CAMILLIO,DOLORES &	5210 SW 167 AVE	SOUTHWEST RANCHES
CARDENAS,LUIS	950 NAUTICA DR	WESTON
CARRION,JUAN & DE JESUS,MARIA	5101 SW 173 WAY	SOUTHWEST RANCHES
CARTAYA,JUAN C & LIZETTE	5001 SW 168 AVE	SOUTHWEST RANCHES
CASTANO,LUIS & MILAGROS	5300 SW 172 AVE	SOUTHWEST RANCHES
CASWELL,HAROLD B &	4840 SW 172 AVE	SOUTHWEST RANCHES
CHACKO,CHERIYAN	5011 SW 168 AVE	SOUTHWEST RANCHES
CHALMETA,AMPARO	17019 SW 49 ST	SOUTHWEST RANCHES
CHILDERS,CONNIE S & JUDY W	5001 SW 170TH AVE	SOUTHWEST RANCHES
CHIN,ANDRE	4980 SW 158 AVE	MIRAMAR
CHRYST,ROBERT J & JOYCE MARIE	5031 SW 167 AVE	SOUTHWEST RANCHES
CODORNIU,MIGUEL A & SANDRA E	5131 SW 167 AVE	SOUTHWEST RANCHES
COHEN,MARSHALL H & PEGGY	16830 SW 52 PL	SOUTHWEST RANCHES
CONDON,SHAWN & NASIAJ	4800 SW 170 AVE	SOUTHWEST RANCHES
COOK,JOHN F	5021 SW 170 AVE	SOUTHWEST RANCHES
COVET,GEORGE W & LYNN N	4560 SW 170TH AVE	SOUTHWEST RANCHES
CROSSMAN,KEITH	4830 SW 170 AVE	SOUTHWEST RANCHES
DANDIA,MOHAMMAD R & RUKHSAN	5240 SW 172 AVE	SOUTHWEST RANCHES
DANIELS,DANNY	6851 FEARN DR	MIAMI
DIDONATO,CATHERINE H	4801 SW 168 AVE	SOUTHWEST RANCHES
DILLARD,JEFFEREY L & J W	5010 SW 170 AVE	SOUTHWEST RANCHES
DOLLAR,TAMARA S	17350 SW 46 ST	SOUTHWEST RANCHES
DRISKELL,LAURA MOORE LE	17231 SW 54 ST	SOUTHWEST RANCHES
DUTTON,LAWSON J & BONNIE	17401 SW 51ST ST	SOUTHWEST RANCHES
DYKES,JOSEPH L & MARY O	5020 SW 170 AVE	SOUTHWEST RANCHES
ERASME,WINSTON & DOMINIQUE	4910 SW 172ND AVE	SOUTHWEST RANCHES
ERBS,KELLI	4275 SW 152 AVE	MIRAMAR
EVANS,GEORGE W & GLORIA W	17040 SW 49 ST	SOUTHWEST RANCHES
FELIPE,JUSTO C	4931 SW 167 AVE	SOUTHWEST RANCHES
FUENTES,MARY S	4921 SW 168 AVE	SOUTHWEST RANCHES
GALVIS,LUIS FERNANDO	4220 PINE RIDGE CT	WESTON

GARMIZO,DAVID W & VIRGINIA A	4041 N 43 AVE	HOLLYWOOD
GAUDIN,JEFFREY H/E	5151 SW 167TH AVE	SOUTHWEST RANCHES
GOMER,DANEALE L & LAWRENCE E	4821 SW 168 AVE	SOUTHWEST RANCHES
GONZALEZ,RENE D & MARIA F	17220 SW 46 ST	SOUTHWEST RANCHES
GORDON,DAMEON	12811 ASHTON LAKE LN	HOUSTON
GRINN,DENNIS A	5031 SW 170 AVE	SOUTHWEST RANCHES
GROSFELD,SALOMON &	4911 SW 173 WAY	SOUTHWEST RANCHES
GRUSKIN,MARC A & JOAN	17350 SW 52ND CT	SOUTHWEST RANCHES
HACKLEY,M KEIL H/E	4800 SW 168 AVE	SOUTHWEST RANCHES
HAMILTON, VENE	5011 SW 173RD WAY	SOUTHWEST RANCHES
HENDERSON,BRET & PATRICIA	17100 GRIFFIN ROAD	SOUTHWEST RANCHES
HEPLER,JAY & KELLY	5400 SW 172ND AVE	SOUTHWEST RANCHES
HERDE,ROGER & LAURA	4900 SW 168 AVE	SOUTHWEST RANCHES
HERNANDEZ,ORLANDO & SHARON	17620 SW 51 ST	SOUTHWEST RANCHES
HERNANDEZ,RENE & JESSICA	5001 SW 173 WAY	SOUTHWEST RANCHES
HERRERA,SUSANA H/E	17300 SW 48 ST	SOUTHWEST RANCHES
HEWETT,SANDRA P H/E	16801 SW 48 ST	SOUTHWEST RANCHES
HOLDER,DUANE A & LYNN D	5000 SW 170TH AVE	SOUTHWEST RANCHES
HOLLEY,ROBIN C	17301 SW 48TH ST	SOUTHWEST RANCHES
IGLESIAS,ROLANDO & IVETTE M	17320 SW 54 ST	SOUTHWEST RANCHES
ISOM PROPERTIES LLC	16601 SW 49 ST	SOUTHWEST RANCHES
JAN B PUSHKAR REV TR	4581 WESTON RD #332	WESTON
JENKIN,KENNETH & BONNIE	17001 SW 54 ST	SOUTHWEST RANCHES
JOHNSON,JEANETTE	16721 SW 49TH ST	SOUTHWEST RANCHES
JONES,PATRICIA A	17420 SW 54TH ST	SOUTHWEST RANCHES
KAPLAN,STEVEN & PAULA	16727 SW 49 ST	SOUTHWEST RANCHES
KASTNER,JEFFREY D & LESLIE F C	17400 SW 51ST ST	SOUTHWEST RANCHES
KENNY,JOAN E	17125 SW 54TH ST	SOUTHWEST RANCHES
KING,MARY LOUISE	5020 SW 168 AVE	SOUTHWEST RANCHES
KUNG,CHING YUAN & YEA-MEI W	5131 SW 170TH AVE	SOUTHWEST RANCHES
LANTIGUA,ADOLFO & LIZETTE	17121 SW 48 ST	SOUTHWEST RANCHES
LAWSON,DANIEL T & MARY R	17080 SW 48TH ST	SOUTHWEST RANCHES
LEVERETT,MARK & LUZ	16700 SW 51 CT	SOUTHWEST RANCHES
LIAW,SU JIN	11310 RENAISSANCE RD	HOLLYWOOD
LIBURD,MARIE-CARMELLE	17440 SW 51 ST	SOUTHWEST RANCHES
LINDO,RAMON A &	4910 SW 173 WAY	SOUTHWEST RANCHES
LINO,GUILLERMO & SYLVIA	4831 SW 168 AVE	SOUTHWEST RANCHES
LLOPIZ,KEUM BOK H/E	16720 SW 52 PL	SOUTHWEST RANCHES
LOSEGO,JACQUELINE M & CLINTON	5021 SW 168 AVE	SOUTHWEST RANCHES
LOVELL,WILLIAM R	17321 SW 48TH ST	SOUTHWEST RANCHES
LOZAR,VICTOR G	5101 SW 168 AVE	SOUTHWEST RANCHES
LRE LOT 2 LLC	2953 W CYPRESS CREEK STE 101	FORT LAUDERDALE
LYN,DAMION A & FAUZIA B	17002 W GRIFFIN ROAD	SOUTHWEST RANCHES
M&M VALLINA RANCH LLC	5121 SW 170 AVE	SOUTHWEST RANCHES
MACEDA,ZULME JOHNSON DE	5030 SW 173 WAY	SOUTHWEST RANCHES
MAHABIR,ANSEL & VILMA	17031 SW 49 ST	SOUTHWEST RANCHES
MAINES,DONALD KEVIN	17401 SW 48 ST	SOUTHWEST RANCHES
MALLON,STEPHEN M & PEGGY	17501 SW 51ST ST	SOUTHWEST RANCHES
MALTZ,WILLIAM & BEVERLY J	20271 NW 5TH ST	PEMBROKE PINES
MARICA L CAMPBELL LIV TR	3840 LITTLE COUNTRY RD	PARRISH
MARKS,DANIEL PAUL & ALIDA E	4840 SW 170TH AVE	SOUTHWEST RANCHES
MARRERO,MAXIMO & JASBETH	5011 SW 167 AVE	SOUTHWEST RANCHES
MASTRARRIGO,LORENA V H/E	4811 SW 168 AVE	SOUTHWEST RANCHES
MCCALL,MITCHELL & DEBBIE	4931 SW 168 AVE	SOUTHWEST RANCHES
MC GEE,KATHLEEN T	5004 SW 168 AVE	SOUTHWEST RANCHES
MEIRA,HUGOLINO	4700 SW 172 AVE	SOUTHWEST RANCHES
MEKJIAN,DEBRA S &	13903 SW 24 ST	DAVIE
MELCON,ELICIO A H/E	5210 SW 172 AVE	SOUTHWEST RANCHES
MENENDEZ,JOHN & MARGARET	17020 SW 48 ST	SOUTHWEST RANCHES
MILLER,BRAD C & ANNE MARIE	4720 SW 170 AVE	SOUTHWEST RANCHES
MILLER,EUGENE WALTER	17200 SW 48 ST	SOUTHWEST RANCHES

MIN,JOYCE &	17031 SW 48 ST	SOUTHWEST RANCHES
MOCKLER,JOHN T & GLORIA M	17400 SW 46TH ST	SOUTHWEST RANCHES
MODRICH,MARK J &	17351 SW 52 CT	SOUTHWEST RANCHES
MONCADA,DARIO	5121 SW 168 AVE	SOUTHWEST RANCHES
MONZON,NAZARIO	4901 SW 170 AVE	SOUTHWEST RANCHES
MORALES,MAURICIO	4810 SW 170TH AVE	SOUTHWEST RANCHES
MORENO,LOUIS & SHIRLEY	5010 SW 168TH AVE	SOUTHWEST RANCHES
NADRAMIA,WILLIAM F	4620 SW 170 AVE	SOUTHWEST RANCHES
NAVIA,MARIA FERNANDA	14875 SW 40TH ST	DAVIE
NELSON,JAMES L & CINDY A	5130 SW 170 AVE	SOUTHWEST RANCHES
NEWBANKS,WILLIAM M & LUANN	16820 SW 52 PL	SOUTHWEST RANCHES
OBERMAN,H A & CHARLOTTE K	4901 SW 168TH AVE	SOUTHWEST RANCHES
ORAM,MARC H/E	16701 SW 49 ST	SOUTHWEST RANCHES
OSGOOD,RICHARD S & CHARLOTTE	5380 SW 172ND AVE	SOUTHWEST RANCHES
PARTIK,F F & FRANJE M	4820 SW 170TH AVE	SOUTHWEST RANCHES
PEREZ,REINALDO F	17040 SW 48TH ST	SOUTHWEST RANCHES
PERRY,CHRISTOPHER M & PATRICIA	5131 SW 168 AVE	SOUTHWEST RANCHES
PONCHIO,CARLOS & MARY	4400 SW 148 TER	HOLLYWOOD
RAFI,ARQUIMEDES & VILMA	16840 SW 52 PL	SOUTHWEST RANCHES
RAGOOBIR,BHEMAUL & VILMA	4680 SW 172 AVE	SOUTHWEST RANCHES
RAMIREZ,JOSE &	5330 SW 172 AVE	SOUTHWEST RANCHES
RAMIREZ,OTTO & TERESITA	4971 SW 170 AVE	SOUTHWEST RANCHES
REED,JOHN	4730 SW 170TH AVE	SOUTHWEST RANCHES
REMILLARD,GERALD G & SUSAN K	17420 SW 48TH ST	SOUTHWEST RANCHES
REYNOLDS,ELIZABETH A H/E	4651 SW 168 AVE	SOUTHWEST RANCHES
REYNOLDS,LEROY R & MARIA J H/E	4691 SW 168 AVE	SOUTHWEST RANCHES
RICE,SHARON JOY	5021 SW 167 AVE	SOUTHWEST RANCHES
ROBSON,IAN & MIRIAM	17001 SW 49 ST	SOUTHWEST RANCHES
ROCHE,CARLA V & JOSE LUIS	16750 SW 48 ST	SOUTHWEST RANCHES
ROSENFELD,RICHARD & ANDREA	4930 SW 168 AVE	SOUTHWEST RANCHES
ROSENOW,MARTIN & YOMAIRA	16700 SW 52 PL	SOUTHWEST RANCHES
ROY,REOWTIE	1900 NE 22 TER	FORT LAUDERDALE
RUIZ,CARMEN	4621 SW 170 AVE	SOUTHWEST RANCHES
RUIZ,LAURA	17041 SW 48 ST	SOUTHWEST RANCHES
SAROHIA,JASKREN S & NARINDER K	17251 SW 52 CT	SOUTHWEST RANCHES
SASS,JEFFREY W	4901 SW 167 AVE	SOUTHWEST RANCHES
SCALA,ROBERT L & VICTORIA M	16760 SW 48TH ST	SOUTHWEST RANCHES
SCANGA,RALPH & LORNA H	17327 SW 54TH ST	SOUTHWEST RANCHES
SCHNEIDER,JEFFERY F & ELVIRA	17080 SW 49TH ST	SOUTHWEST RANCHES
SHAFFER,JOHN P & MARY P	17201 SW 48 ST	SOUTHWEST RANCHES
SHAH,SYED SHAHID	5220 SW 172ND AVE	SOUTHWEST RANCHES
SHIRLEY,WILLIAM T & NAOMI	5120 SW 172ND AVE	SOUTHWEST RANCHES
SIERRA,JOSEPH H/E	4841 SW 168 AVE	SOUTHWEST RANCHES
SITERO,MAX P & AILEEN	5120 SW 170 AVE	SOUTHWEST RANCHES
SONTHONAX,LIN &	4620 SW 172 AVE	SOUTHWEST RANCHES
SOOY,KARLA J	17100 SW 48 ST	SOUTHWEST RANCHES
SOUTAR-FREEMAN,BETTY MAE H/E	4970 SW 170 AVE	SOUTHWEST RANCHES
SOUTH BROWARD DRAINAGE DIST	6591 SW 160 AVE	SOUTHWEST RANCHES
SPATAFORA,SALVATORE III	5011 SW 170 AVE	SOUTHWEST RANCHES
SPRECHMAN,DAVID &	16730 SW 52 PL	SOUTHWEST RANCHES
STADTHAGEN,MICHELE	15042 SW 17TH ST	DAVIE
STANDER,ALAN E & NINA A	19440 SW 2ND ST	PEMBROKE PINES
STATLER,ANN &	5030 SW 168 AVE	SOUTHWEST RANCHES
STRIGHT,WALTER B H/E	17101 SW 48TH ST	SOUTHWEST RANCHES
SUNDY,WILLIAM L &	4825 SW 170TH AVE	SOUTHWEST RANCHES
TAPOROWSKI,BRETT V & ALANE K	5001 SW 167 AVE	SOUTHWEST RANCHES
TERRY,ANDREW J JR LE	4900 SW 172 AVE	SOUTHWEST RANCHES
TIERNEY,RICHARD W JR & KIM E	17041 SW 49 ST	SOUTHWEST RANCHES
TIME 48 INC	998 NE 167 ST	MIAMI
TORRES,JULIO CESAR & BETANIA	5041 SW 170 AVE	SOUTHWEST RANCHES
TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES

VALLINA,MANUEL O & MARYBET	5121 SW 170 AVE	SOUTHWEST RANCHES
VEGA,VIVIAN M	5110 SW 173 WAY	SOUTHWEST RANCHES
VELEZ,LEON JAIRO	17320 SW 48 ST	SOUTHWEST RANCHES
VILLARREAL,ANA J &	7791 NW 46 ST STE 421	DORAL
VIRATA,HAYDEE	5030 SW 170 AVE	SOUTHWEST RANCHES
WACHTEL,YEHUDA	5050 SW 178 AVE	SOUTHWEST RANCHES
WESTBROOK,MATTHEW	5040 SW 168 AVE	SOUTHWEST RANCHES
WHITE,MICHAEL B & BETTY J	16741 SW 49TH ST	SOUTHWEST RANCHES
WILLIAMS,HILDA J	4830 SW 172ND AVE	SOUTHWEST RANCHES

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January 12, 2018
Mailed on January 12, 2018

PLEASE TAKE NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING THAT WILL BE CONDUCTED TO CONSIDER A SITE PLAN MODIFICATION APPLICATION THAT HAS BEEN FILED. INFORMATION IS AS FOLLOWS:

Applicant: Bella CES, LLC

Location: Reserve at the Ranches
17105 – 17140 Reserve Court
Southwest Ranches, FL

Application: SP-65-18

Request: SITE PLAN MODIFICATION: Amend condition number 7 of Resolution No. 2014-005 to increase the number of certificates of occupancy that may be issued prior to completing construction of the dedicated left turn lane per Resolution No. 2014-005.

This matter will be considered by the Town of Southwest Ranches Town Council at an advertised public hearing that will be conducted as follows:

Date: Thursday, January 25, 2018

Location of Hearing: Southwest Ranches Town Hall Council Chambers
13400 Griffin Road
Southwest Ranches, FL 33330

Time: 7:00 p.m.

Applications and backup material shall be available for inspection at the Town Clerk's office one (1) week prior to the meeting, within normal business hours. The Public may appear and be heard at the meeting, subject to proper rules of conduct. The hearing may be continued from time to time as necessary. Any written comments filed with the Town will be entered into the record. Any decision made by the Town Council may be appealed; appeal of the Town Council's decision shall be by petition for Writ of Certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) days of the rendition of the Town Council's findings. Any person who decides to appeal a decision made at the public hearing is advised they will need a record of the proceedings and accordingly, may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at (954) 434-0008 at least twenty-four (24) hours in advance of the public hearing to request such accommodation.

FOR THE TOWN OF SOUTHWEST RANCHES,
JEFF KATIMS, AICP, CNU-A
THE MELLGREN PLANNING GROUP
Phone: (954) 475-3070, ext. 808

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RESOLUTION NO. 2018-XXX

A RESOLUTION OF THE BOARD OF ADJUSTMENT OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING/DENYING APPLICATION NO. VA-73-18 BY ENRIQUE ZAMORA FOR A VARIANCE FROM SECTION 045-100(C) OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE, TO REDUCE THE REQUIRED WEST SIDE YARD FROM 25 FEET TO 10 FEET AND 4 INCHES FOR A DETACHED GARAGE, AND TO REDUCE THE REQUIRED EAST SIDE YARD FROM 25 FEET TO 15 FEET AND 4 INCHES FOR GAZEBO AT 15701 SW 51 MANOR; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, applicant, Enrique Zamora ("Applicant") is the owner of a 1.0 acre parcel of land legally described as Lot 2 of the Pacheco Plat as recorded in Plat Book 164, Page 49 of the Public Records of Broward, County, Florida ("Property").

WHEREAS, Section 045-100 (C) of the Town's Unified Land Development Code (ULDC) requires a minimum side yard of at least 25 feet; and

WHEREAS, Applicant requests to construct a detached garage that would leave a setback of 10 feet 4 inches from the west side property line; and

WHEREAS, Applicant requests to construct a detached gazebo that would leave a setback of 15 feet 4 inches from the east side property line; and

WHEREAS, the Board, having considered the Applicant's request, evidence submitted, criteria set forth in Section 140-040 of the Town's Unified Land Development Code, the analysis of the Town Staff, and comments from other interested parties, upon a motion duly made and acted upon, has determined that the Applicant has/has not demonstrated by competent substantial evidence that the variance should be granted and therefore has voted to grant the variance as further set forth herein.

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

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

Section 2. That, upon reviewing the testimony and the evidence submitted at a duly noticed public hearing held on January 25, 2018, the Board of Adjustment of the Town of Southwest Ranches finds that the Applicant has/has not demonstrated by competent substantial evidence that a variance from Section 045-100(C) of the Town of Southwest Ranches' Unified Land Development Code is warranted. Accordingly, the Board of Adjustment of the Town of Southwest Ranches hereby grants/denys the Applicant's variance to reduce the minimum required side yard from twenty-five (25) feet to ten (10) feet four (4) inches on the west and fifteen (15) four (4) inches on the east for the detached garage and gazebo structures as specifically depicted in Exhibit "A", which is attached hereto and made a part hereof, with the following stipulated conditions:

1. Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
2. Pursuant to Section 140-060, the variance will expire if a permit or development order has not been issued by the Town within six (6) months from the date the variance was granted, unless the Town Administrator grants an extension for cause as authorized in Section 140-160.
3. This variance is limited to the detached garage and gazebo structures as depicted in the Application, and included as Exhibit "A" hereto.
4. This approval does not extend to any other improvements depicted in the Application, and all other site improvements must comply with the standards of the ULDC.

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

Section 4. In furtherance of Section 140-030(H) of the Town's Code of Ordinances, the Town Clerk is hereby authorized to record a copy of this Resolution in the Public Records of Broward County, Florida.

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

[Signatures on following page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th day of January, 2018, on a motion by _____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

114665229.1

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RIGOBERTO P. REGUERO, MD. PA

5450 SW 8 ST SUITE 203 . CORAL GABLES . FL . 33134

PHONE 305-6491700 FAX 786-6211808

December 12, 201

Re/ Elsa Zamora

Address: 15701 SW 51 Manors. Davie. Fl. 33331

D.O.B: 06/22/1947

To whom it may concern.

Dear Sir/ Madam;

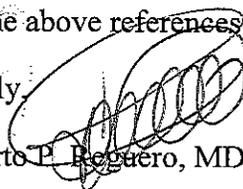
It is my medical opinion, upon a detailed Physical Examination, Diagnosis and Patient Medical Condition that Mrs. Zamora is in needed of Physical Rehabilitation treatment that include but is not limited to therapeutic procedures such as Aquatic (Pool) Therapy with Therapeutic Exercises expected to develop strength and endurance, improve mobility and flexibility giving the patient a better quality of life and freedom of movement free of pain while improve the patient balance, coordination, posture and proprioception. Procedures must be performed twice a day with frequency of three times a week to achieve maximum goal or improvement.

Diagnosis:

- .- Multiple sites Cervical Disc displacement with canal stenosis
- .- Cervico-Brachial syndrome.
- .- Degenerative disc disease, involving multiple sites.

Should you need additional information or concern regarding Mrs. Zamora, feel free to contact to me at the above references at the office working hours.

Sincerely,


Rigoberto P. Reguero, MD.

5450 SW 8 ST Suite #203 . Coral Gables . Florida . 33134 . Phone 305-6491700 . Fax 786-6211808

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Legend

-  Subject Site | 15701 SW 51 Manor
-  Southwest Ranches Boundary

Aerial | 15701 SW 51st Manor

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PACHECO PLAT

A REPLAT OF A PORTION OF TRACTS 29 AND 30
 "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" (P.B. 2, PG. 17, DADE COUNTY RECORDS)
 SECTION 33, TOWNSHIP 50 SOUTH, RANGE 40 EAST
 BROWARD COUNTY, FLORIDA

BROWARD COUNTY DEPARTMENT OF STRATEGIC PLANNING AND GROWTH MANAGEMENT

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY: *[Signature]*
 DIRECTOR DATE: 4/29/98

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 23RD DAY OF August, 1997.

BY: *[Signature]*
 V. CHAIRPERSON DATE: 4/23/97

THIS PLAT COMPLES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL ON THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 23RD DAY OF August, 1998.

BY: *[Signature]*
 ADMINISTRATOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 23RD DAY OF August, 1997.

BY: *[Signature]*
 DEPUTY CHAIR

BY: *[Signature]*
 CHAIR - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT - COUNTY RECORDS DIVISION RECORDING SECTION

THIS PLAT WAS FILED FOR RECORD THIS 29TH DAY OF April, 1998, AND RECORDED IN PLAT BOOK 164, PAGE 49.

ATTEST: *[Signature]*
 COUNTY ADMINISTRATOR

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

BY: *[Signature]*
 HENRY B. COOK, DIRECTOR OF ENGINEERING, FLORIDA REG. NO. 12506 DATE: 4-29-98

SOUTH BROWARD DRAINAGE DISTRICT

PRIOR TO DEVELOPMENT OF THIS PROPERTY, OWNER SHALL CONTACT THE SOUTH BROWARD DRAINAGE DISTRICT FOR DETERMINATION OF ADDITIONAL DRAINAGE/FLOWAGE/LAKE/CANAL EASEMENTS AND/OR OTHER DEDICATIONS WHICH MAY BE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE PURPOSES.

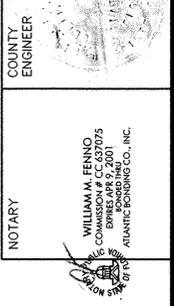
THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.
 BY: *[Signature]*
 SUPERVISOR DATE: 4-29-98

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED AND THAT THE PLAT COMPLES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WITH THE APPLICABLE SECTIONS OF CHAPTER 61-617-6 FLORIDA ADMINISTRATIVE CODE. THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS 24TH DAY OF April, 1997. THE BENCHMARKS SHOWN ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 IN CONFORMITY WITH STANDARDS ADOPTED BY THE NATIONAL OCEAN SURVEY FOR THIRD ORDER CONTROL STANDARDS.

DATED: APRIL 24, 1997

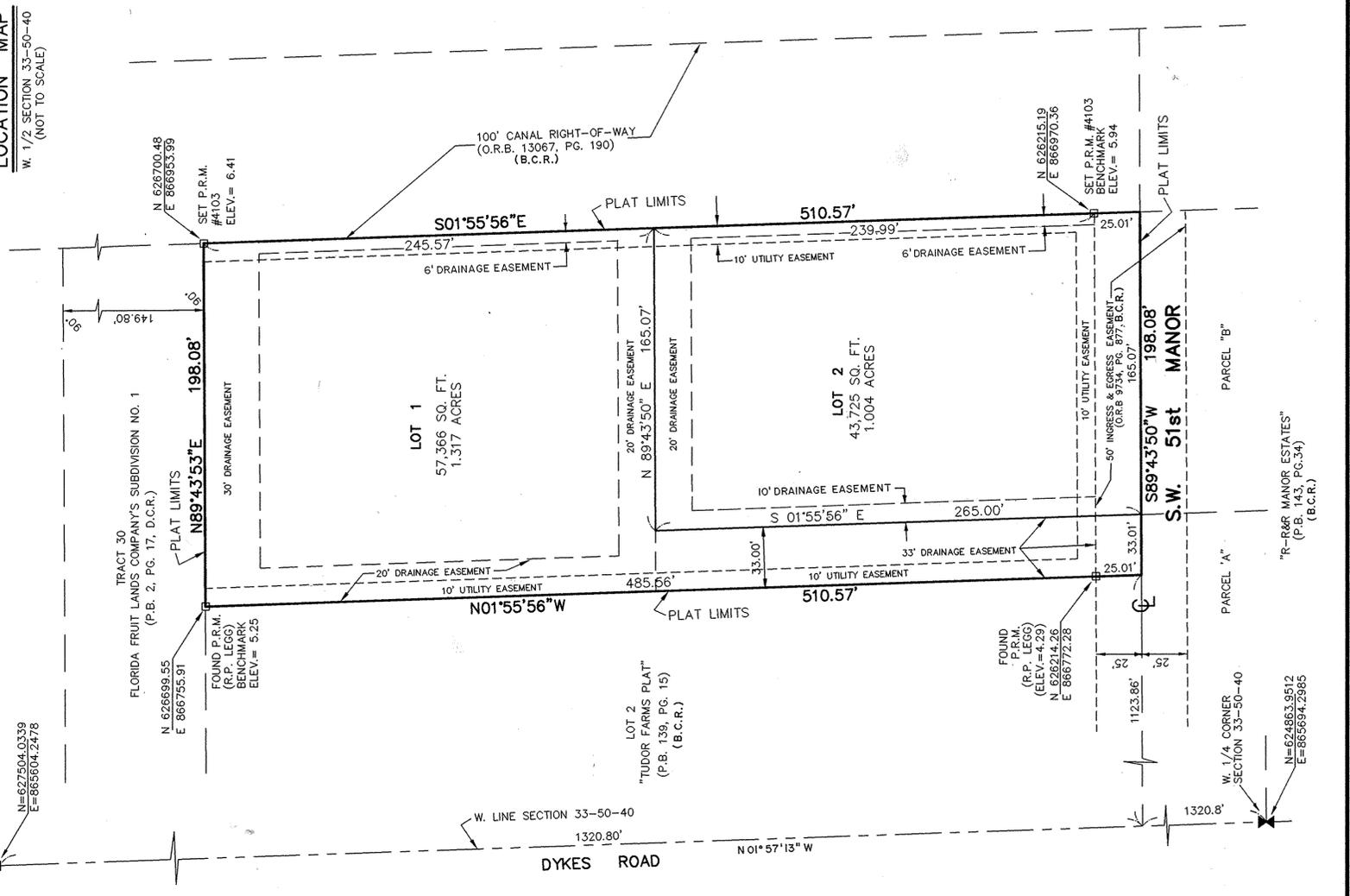
KATHLEEN L. HALLERDALE
 PROFESSIONAL LAND SURVEYOR
 P.L.S. NO. 4103 STATE OF FLORIDA



28	S.W.	49TH	ST.
32	33	32	17
31	30	19	18
29	28	20	21
27	26	22	23
25	24	24	25
48	47	34	33
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44	43	37	37
42	41	39	39
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14	13	67	67
12	11	69	69
10	9	71	71
8	7	73	73
6	5	75	75

LOCATION MAP
 W. 1/2 SECTION 33-50-40
 (NOT TO SCALE)

SCALE: 1"=40'
 GRAPHIC SCALE IN FEET



DESCRIPTION
 THE EAST 198.00 FEET OF TRACT 29 AND THE EAST 198.00 FEET OF TRACT 30, LESS THE NORTH 149.80 FEET, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" IN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATED IN BROWARD COUNTY, FLORIDA, CONTAINING 2.32 ACRES MORE OR LESS, SUBJECT TO AN EASEMENT OVER THE SOUTH 25 FEET FOR INGRESS AND EGRESS.

DEDICATION
 STATE OF FLORIDA SS
 COUNTY OF BROWARD SS
 KNOW ALL MEN BY THESE PRESENTS THAT DWAYNE R. PACHECO, A SINGLE MAN AS OWNER OF THE LANDS SHOWN AND DESCRIBED HEREON HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "PACHECO PLAT, SAID PLAT BEING A REPLAT, THE UTILITY EASEMENTS AND EGRESS EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. THE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT. (SEE DEDICATION IN WITNESS WHEREOF, DWAYNE R. PACHECO, A SINGLE MAN, HERETO SET MY HAND AND SEAL THIS 23RD DAY OF August, 1997.

ACKNOWLEDGEMENT
 I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME DWAYNE R. PACHECO, A SINGLE MAN TO ME WELL KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES EXPRESSED THEREIN.
 WITNESS MY SIGNATURE AND OFFICIAL SEAL AT 4401 N.W. 9TH AVE., S16-150 BROWARD COUNTY, FLORIDA, THIS 23 DAY OF August, 1997.
 WITNESS: *[Signature]* DWAYNE R. PACHECO
 WITNESS: *[Signature]* DWAYNE R. PACHECO

GENERAL NOTES:
 1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY.
 2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO NATIONAL GEODETIC SURVEY TRANSVERSE MERCATOR FLORIDA EAST ZONE AS SHOWN ON THE "STONER/KEITH RESURVEY NO. 10" AS RECORDED IN MISCELLANEOUS PLAT BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 3. INDICATES STATE PLANE COORDINATES BASED ON THE NORTH AMERICAN DATUM OF 1927 SHOWN ON THE PLAT. THE BEARINGS AND DISTANCES ARE BASED ON THE NATIONAL GEODETIC SURVEY TRANSVERSE MERCATOR FLORIDA EAST ZONE AS SHOWN ON THE "STONER/KEITH RESURVEY NO. 10" AS RECORDED IN MISCELLANEOUS PLAT BOOK 4 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1980 ADJUSTMENT.
 4. ELEVATIONS SHOWN ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND ARE BASED ON BROWARD COUNTY BENCHMARK DESCRIBED AS: B.C.E.D.#3794 (NAIL & TAB IN NORTH EDGE OF PAVEMENT 12 FEET NORTH OF CENTERLINE S.W. 53 ST. & S.W. 162 AVE., ELEVATION = 7.05).
 5. THIS PLAT WAS APPROVED FOR DEVELOPMENT UNDER THE DE MINIMIS EXCEPTION OF CHAPTER 5, ARTICLE IX, OF THE BROWARD COUNTY CODE OF ORDINANCES. SUCH APPROVAL REQUIRES THAT A BUILDING PERMIT FOR A PRINCIPAL BUILDING SHALL BE ISSUED ON OR BEFORE THE 23RD DAY OF October, 2000, WHICH DATE COINCIDES WITH THE EXPIRY OF THE BUILDING PERMIT ISSUED BY THE COUNTY. THE COUNTY'S FINDING OF ADEQUACY OF THE REGIONAL ROAD NETWORK SHALL EXPIRE AND NO BUILDING PERMIT SHALL BE ISSUED.
 6. THIS PLAT IS RESTRICTED TO 2 DETACHED SINGLE FAMILY RESIDENCES. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS.
 7. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND NOT OPERATIVE AS RESTRICTIONS ON OR AFFECTING THE PROPERTY INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
 8. (A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY OCTOBER 21, 2002, THE PLAT SHALL BE VOID AND THE COUNTY SHALL REVOKE ANY PERMITS ISSUED UNDER THIS PLAT. THE COUNTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCE TIME FRAME.
 9. (B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY OCTOBER 21, 2002, WHICH DATE IS THE EXPIRY DATE OF THE PLAT, THE PLAT SHALL BE VOID AND THE COUNTY SHALL REVOKE ANY PERMITS ISSUED UNDER THIS PLAT. THE COUNTY SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCE TIME FRAME.
 10. NO IMPROVEMENTS, TREES OR ENCROACHMENTS INCLUDING UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITHIN A MINIMUM 25 FOOT CLEARANCE) OR LANDSCAPING ARE ALLOWED WITHIN EASEMENTS DEDICATED TO SOUTH BROWARD DRAINAGE DISTRICT WITHOUT THE APPROVAL OF AND A PERMIT FROM SOUTH BROWARD DRAINAGE DISTRICT. IT IS THE INTENT OF THIS PROVISION THAT ALL UTILITIES (EXCEPT OVERHEAD POWER, CABLE OR TELEPHONE LINES WITHIN A MINIMUM 25 FOOT CLEARANCE) PROPOSED TO BE CONSTRUCTED WITHIN UTILITY EASEMENTS SHALL BE CONSTRUCTED WITHIN THE SOUTH BROWARD DRAINAGE DISTRICT. THIS REQUIREMENT MUST BE REVIEWED AND PERMITTED BY SOUTH BROWARD DRAINAGE DISTRICT.

NOTARY PUBLIC - STATE OF FLORIDA
[Signature]
 WILLIAM M. FENNO
 NOTARY PUBLIC - STATE OF FLORIDA
 COMMISSION # CC 627075
 EXPIRES APRIL 9, 2001
 ATLANTIC BONDING CO., INC.

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FL. P.E. No 66341,
 12829 SW 54 ST
 MIAMI, FL. 33175
 TEL: (305) 804-0857
EMILIANO OROZCO, P.E.

Project Title: **NEW GAZEBO AND GARAGE**
 Address: **ENRIQUE ZAMORA RESIDENCE**

This Sheet: **SITE PLAN AND NOTES**
 THESE DRAWINGS AND DESIGNS ARE THE PROPERTY OF EMILIANO OROZCO P.E. AND SHALL NOT BE REPRODUCED WITHOUT HIS WRITTEN CONSENT.

REVISIONS

DESCRIPTION
 Date: NOVEMBER, 2017
 Drawn By: **DDM**
 Approved By: **DDM**
 E.T.O.

SEAL

SHEET NO. **A1**
 1

PROPERTY ADDRESS:
 15701 SW 51 MANOR
 SOUTHWEST RANCHES, FL.

FOLIO #:
 5040 33 17 0020

LEGAL DESCRIPTION:
 PACHECO PLAT 164-49 B LOT 2

SCOPE OF WORK:
 THE PROPOSED SCOPE OF WORK CONSIST OF:
 OBTAIN PERMITS FOR:
NEW GAZEBO- POOL AND GARAGE

LEGEND.

	EXISTING RESIDENCE TO REMAIN
	PROPOSED NEW CONSTRUCTION
	TILE
	GRASS
	PAVERS
	FUTURE ATTACHED ADDITION BEDROOM AND THEATRE ROOM

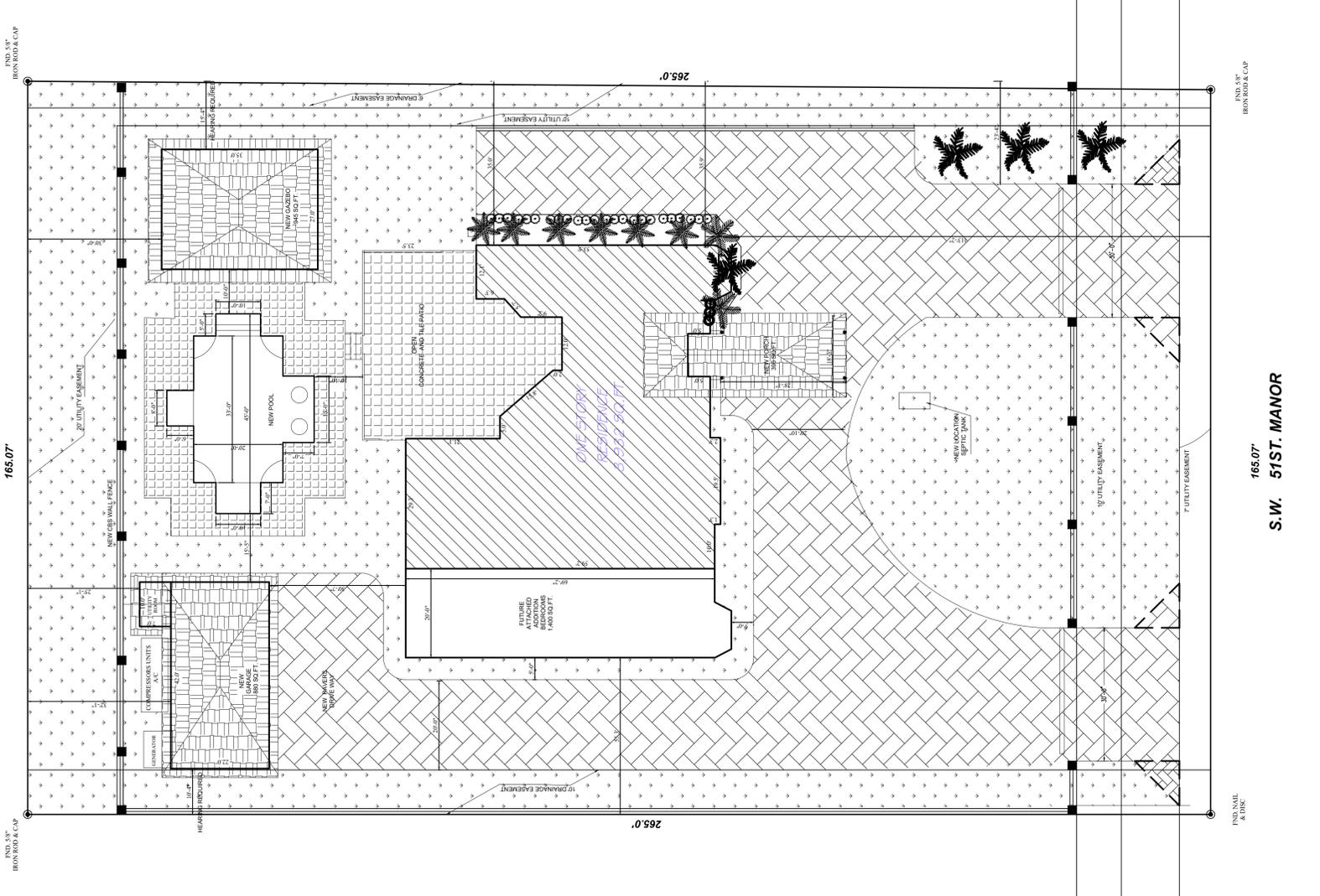
ZONING LEGEND:

- ZONING DISTRICT . RE (RESIDENTIAL ESTATES)
- NET LAND AREA 43,743.55 SQ FT
- LOT COVERAGE: 43,743.55 X 20% = 8,748.71 SQ. FT. MAXIMUM

EXISTING BUILDING A	3,932.42	SQ.FT.
PROPOSE NEW GAZEBO	945.00	SQ.FT.
PROPOSED NEW GARAGE	924.00	SQ.FT.
PROPOSED NEW CARPORT	504.00	SQ.FT.
PROPOSED NEW UTILITY	70.00	SQ.FT.
PROPOSED ATTACHED ADDITION	1,400.00	SQ.FT.

MAXIMUM LOT COVERAGE 7,775.42 SQ.FT. = 17.77 % < 20%

- GREEN AREA: 43,743.55 X 40% = 17,497.42 SQ.FT. MINIMUM REQ.
- PROPOSED GREEN AREA = 17,550 = 40.12 % > 40%
- DRIVEWAY (PAVERS) AREA: 17,485 SQ. FT.
- PROPOSED POOL AREA: 933 SQ. FT.



SITE PLAN. - SCALE: 1/16" = 1'

S.W. 51ST. MANOR



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
Freddy Fisikelli, Vice-Mayor
Steve Breitreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council

THRU: Andrew D. Berns, Town Administrator

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

DATE: January 25, 2018

SUBJECT: Variance Application VA-73-18

Recommendation

1. The Council can choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council can choose to approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. The Council can table this item to seek additional information.
4. The Council can choose to approve the application subject to conditions that address any concerns that the Council may have regarding the variance request and subject to the following conditions:
 - (A) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
 - (B) Pursuant to Section 140-060, the variance will expire if a permit or development order has not been issued by the Town within six (6) months from the date the variance was granted, unless the Town Administrator grants an extension for cause as authorized in Section 140-160.
 - (C) This variance is limited to the detached garage and gazebo structures as depicted in the Application,
 - (D) This approval does not extend to any other improvements depicted in the Application, and all other site improvements must comply with the standards of the ULDC.

Strategic Priorities

This item supports the following strategic priority as identified in the Town's adopted strategic plan: A. Sound Governance

Background

The subject property ("Property") is located approximately 1,200 feet east of Dykes Road at the terminus of Southwest 51st Manor. A canal borders the east property line, and separates the Property from the Town of Davie. A 30-foot driveway strip, which provides access to the single-family home north of the Property, borders the entire west side of the Property. The Property is approximately 43,744 square feet in area, zoned RE, Rural Estate District and designated RE, Rural Estate on the Future Land Use Plan Map. The Property is developed with a 3,932 square-foot single-family residence.

The Applicant is proposing to enhance the Property by constructing bedroom and porte-cochere additions to the house, a pool, patio, paved driveways, a rear CBS wall, and two detached structures. The proposed detached structures are a 994 square-foot garage with a utility room, and a 945 square foot gazebo located in the rear of the property.

The Applicant is requesting a variance to reduce both side yards from the required 25 feet to 10' 4" for the detached garage on the west side, and 15' 4" for the gazebo on the east side, so as to provide an additional 24.3 feet of open area in between the two structures for the proposed pool and patio area. If the variances are granted, the space between the two proposed structures would be approximately 70 feet, as compared to approximately 46 feet if the variances are not granted.

Fiscal Impact/Analysis

Not Applicable.

Staff Contact: Jeff Katims, AICP

January 12, 2018
Mailed on January 12, 2018

PLEASE TAKE NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING THAT WILL BE CONDUCTED TO CONSIDER A VARIANCE APPLICATION THAT HAS BEEN FILED. INFORMATION IS AS FOLLOWS:

Applicant: Enrique Zamora

Location: 15701 SW 51st Manor
Southwest Ranches, FL

Application: SP-73-18

Request: VARIANCE FROM: Section 045-100(C) requiring a minimum side yard of 25 feet;

TO: Reduce the required west side yard to 10 feet 4 inches and the required east side yard to 15 feet 4 inches.

This matter will be considered by the Town of Southwest Ranches Town Council at an advertised public hearing that will be conducted as follows:

Date: Thursday, January 25, 2018

Location of Hearing: Southwest Ranches Town Hall Council Chambers
13400 Griffin Road
Southwest Ranches, FL 33330

Time: 7:00 p.m.

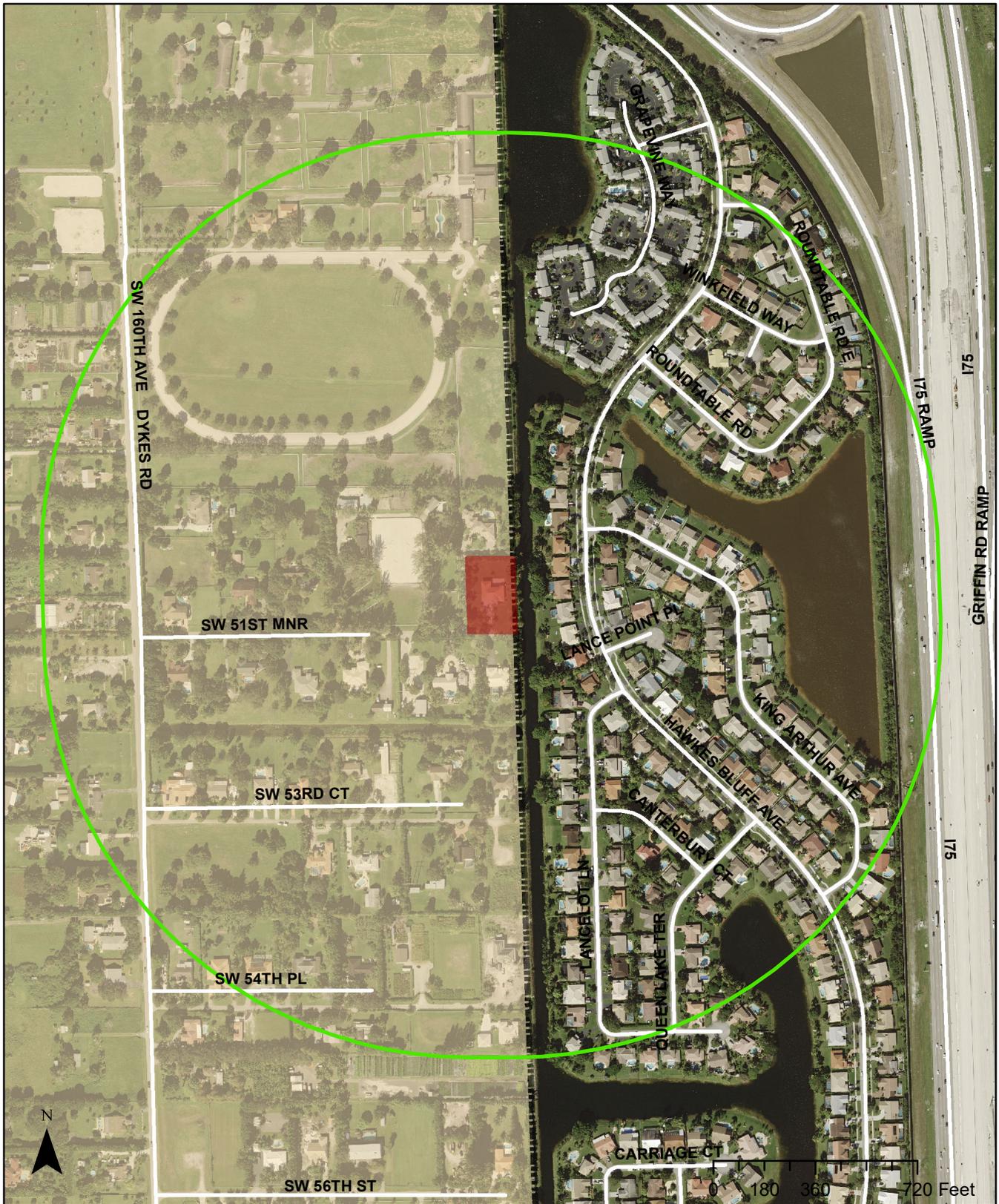
Applications and backup material shall be available for inspection at the Town Clerk's office one (1) week prior to the meeting, within normal business hours. The Public may appear and be heard at the meeting, subject to proper rules of conduct. The hearing may be continued from time to time as necessary. Any written comments filed with the Town will be entered into the record. Any decision made by the Town Council may be appealed; appeal of the Town Council's decision shall be by petition for Writ of Certiorari to the circuit court pursuant to the Florida Rules of Civil Procedure, within thirty (30) days of the rendition of the Town Council's findings. Any person who decides to appeal a decision made at the public hearing is advised they will need a record of the proceedings and accordingly, may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at (954) 434-0008 at least twenty-four (24) hours in advance of the public hearing to request such accommodation.

FOR THE TOWN OF SOUTHWEST RANCHES,
JEFF KATIMS, AICP, CNU-A
THE MELLGREN PLANNING GROUP
Phone: (954) 475-3070, ext. 808

BCPA_TAX_ROLL.NAME_LINE_1	BCPA_TAX_ROLL.ADDRESS_LINE_1	BCPA_TAX_ROLL.CITY
15990 GRIFFIN ROAD LLC	3328 BURRIS ROAD	DAVIE
ACQUARULO,LOUIS	5310 SW 162 AVE	SOUTHWEST RANCHES
ADJOHDA,ROBERT	15831 SW 51 MNR	SOUTHWEST RANCHES
ALONSO,ADRIANA	5101 SW 160 AVE	SOUTHWEST RANCHES
BECRAFT,RICHARD G & TRICIA M	15850 SW 51 MNR	SOUTHWEST RANCHES
BEILMAN,MARK E &	15900 SW 51 MNR	SOUTHWEST RANCHES
BURKE,CARY R	5121 SW 160 AVE	SOUTHWEST RANCHES
CALVAR,AVELINO & GENITH	13650 SW 36 CT	DAVIE
CASTANEDA,ANDY M	2221 SW 164 AVE	MIRAMAR
CECCARELLI,RAFFAELE	5450 SW 160 AVE	SOUTHWEST RANCHES
CONNARD,LINDA G &	15901 SW 51 MNR	SOUTHWEST RANCHES
CONNARD,THOMAS J & LINDA G	15901 SW 51ST MNR	SOUTHWEST RANCHES
DATUIN,EDUARDO OSCAR & CORAZ	842 SW 159 DR	PEMBROKE PINES
DICKMAN,MICHAEL F & MARY F	5325 SW 160TH AVE	SOUTHWEST RANCHES
DIVITA,MARIANNE A & RICK A	5300 SW 162 AVE	SOUTHWEST RANCHES
DONG,SU PING	5185 SW 160 AVE	SOUTHWEST RANCHES
DOROTHY VICUCICH REDMAN TR	3308 NARINO DR	RANCHO PALOS VERDES
FAJARDO,JUAN R & DIAZ,EILEEN H/E	15901 SW 53 CT	SOUTHWEST RANCHES
FLORIDA CONFERENCE ASSN OF	655 N WYMORE ROAD	WINTER PARK
GALARDI,TERI	2146 HIGHWAY 42 S	FLOVILLA
GALLOWAY,ROBERT EDYSEL	24260 NICK JENKINS RD	BUSH
GOLDSTEIN,MITCHELL A & JACQULI	5052 SW 160 AVE	SOUTHWEST RANCHES
GONZALEZ,ROBERTO	15910 SW 54 PL	SOUTHWEST RANCHES
GPB INC	8510 NW 56 ST	MIAMI
GPB INC	8510 NW 56 ST	MIAMI
HALTENHOFF,PETER & INGRID	KLINGSORPLATZ 2	*BERLIN
HAYDON,DUFFY	1424 SE 15TH ST APT 25	FORT LAUDERDALE
HERNANDEZ,NARDO & GLADYS	15911 SW 54 PL	SOUTHWEST RANCHES
KELLJCHIAN,J & MARGARET	5031 SW 160 AVE	SOUTHWEST RANCHES
KELLUM,ALBERT F JR & JENNIFER S	15831 SW 54 PL	SOUTHWEST RANCHES
KOSCS,GREGORY V & LISA M	15701 SW 53RD CT	SOUTHWEST RANCHES
LAND TR NUMBER 105968189	1861 NW 107 TER	PLANTATION
LUIS,JORGE & KIMBERLY	15921 SW 54 PL	SOUTHWEST RANCHES
MANDINA,PHILIP J & SALLY L	15710 SW 51 MNR	SOUTHWEST RANCHES
MARTIN,NELSON & MARLEN	5341 SW 160 AVE	SOUTHWEST RANCHES
MAYO,CHRISTIAN A & ROCIO	15711 SW 51 MNR	SOUTHWEST RANCHES
MONTOPOLI,JOSEPH	15821 SW 54 PL	SOUTHWEST RANCHES
MUNOZ,LUIS A	15721 SW 53 CT	SOUTHWEST RANCHES
PENA,ANA T	16303 MALIBU DR #80	WESTON
PUBLIC LAND	13400 GRIFFIN RD	SOUTHWEST RANCHES
PULLEN,DAVID H/E	15900 SW 54 PL	SOUTHWEST RANCHES
PURSELL,RONALD A & DONNA W	5500 SW 160TH AVE	SOUTHWEST RANCHES
RAMOS,ANDREA & PABLO	1290 SEABAY RD	WESTON
RAMOS,ERICA & CARDOZA,JORGE	7831 NW 72ND AVE	MEDLEY
RAYA,DAVID & ROSALIE	15901 SW 54 PL	SOUTHWEST RANCHES
RAYA,JOSEPH & DIANE	5051 SW 160 AVE	SOUTHWEST RANCHES
REQUEJO,ANTONIO J	15941 SW 53RD CT	SOUTHWEST RANCHES
ROBERTS,LORGIA H/E	5050 SW 160 AVE	SOUTHWEST RANCHES
ROBINSON,ROBERT A & LINDA A	15831 SW 53RD CT	SOUTHWEST RANCHES
RONDON,RODOLFO	15830 SW 53 CT	SOUTHWEST RANCHES
SANCHEZ,CARMEN &	15987 SW 13 ST	PEMBROKE PINES
SCHROEDER,EUGENE J H/E	15921 SW 53 CT	SOUTHWEST RANCHES
SOUTH BROWARD DRAINAGE DISTF	6591 SW 160 AVE	SOUTHWEST RANCHES
TEBBE,GREGORY LEE	15800 SW 51 MNR	SOUTHWEST RANCHES
ULBRICH,DEBORAH C	15871 SW 51 MNR	SOUTHWEST RANCHES
VIIDUCICH BLOODLINE GROUP LLC	2205 RUE LE CHARLENE	RANCHO PALOS VERDES

BCPA_TAX_ROLL.STATE	BCPA_TAX_ROLL.ZIP
FL	33314
FL	33331
FL	33330
FL	33027
FL	33331
FL	33331
FL	33331
FL	33027
FL	33331
FL	33331
FL	33331
CA	90275
FL	33331
FL	32789
GA	30216
LA	70431
FL	33331
FL	33331
FL	33166
FL	33166
DE	12203
FL	33316
FL	33331
FL	33322
FL	33331
FL	33326
FL	33330
FL	33331
FL	33331
FL	33326
FL	33166
FL	33331
FL	33027
FL	33331
CA	90275



Legend

- 1,500 Ft. Notice Area (SWR Properties Only)
- Subject Site | 15701 SW 51 Manor
- Southwest Ranches Boundary

Location Map | 15701 SW 51st Manor

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

- DATE:** January 25, 2018
- SUBJECT:** Variance Application VA-73-18
- ADDRESS:** 15701 SW 51st Manor, Southwest Ranches, FL
- LOCATION:** Generally located on SW 51st Manor, east of Dykes Road.
- ZONING:** RE, Rural Estate District
- APPLICANT:
(OWNER)** Enrique Zamora
- REQUEST:** Variance:

FROM: Section 045-100(C) requiring a minimum side yard of 25 feet;

TO: Reduce the required west side yard to 10 feet 4 inches and the required east side yard to 15 feet 4 inches.
- EXHIBITS:** Staff Report, Applicant Justification, Aerial Photograph, Conceptual Site Plan, Plat, Garage Elevation and Floor Plan, and Mail Notification Radius Map and Mailing List.

BACKGROUND

The subject property ("Property") is located approximately 1,200 feet east of Dykes Road at the terminus of Southwest 51st Manor. A canal borders the east property line, and separates the Property from the Town of Davie. A 30-foot driveway strip, which provides access to the single-family home north of the Property, borders the entire west side of the Property.

The Property is approximately 43,744 square feet and 1.004 acres in area, including a 4,125 square-foot (0.095 acre) portion of the SW 51st Manor roadway easement. The Property is zoned RE, Rural Estate District, which requires a minimum 43,560 square feet of lot area and 125 feet of lot width. The Property exceeds the width requirement and is "grandfathered" for a lot area that is less than one net acre due to the road easement. The Property is developed with a 3,932 square-foot single-family residence.

The Applicant is proposing to enhance the Property by constructing bedroom and porte-cochere additions to the house, a , pool, patio, paved driveways, a rear CBS wall, and two detached structures. The proposed detached structures are a 994 square-foot garage a with utility room, and a 945 square foot gazebo located in the rear of the property.

The Applicant is requesting a variance to reduce both side yards from the required 25 feet to 10' 4" for the detached garage on the west side, and 15' 4" for the gazebo on the east side, so as to provide an additional 24.3 feet of open area in between the two structures for the proposed pool and patio area. If the variances are granted, the space between the two proposed structures would be approximately 70 feet, as compared to approximately 46 feet if the variances are not granted.

ANALYSIS:

Section 140-020 authorizes the Town Council to grant a variance from the yard standards of the ULDC.

Pursuant to Section 140-030, the applicant bears the burden of proving, by competent substantial evidence, that the relief sought should be granted. The application is subject to quasi-judicial procedures, and as such, four affirmative votes of the Town Council are required to grant approval of the application.

Consideration of a variance request must be in conjunction with the five criteria contained in Section 140-040 of the Unified Land Development Code. These include testimony by the applicant (see attached letter), the public and staff, as well as the following five considerations:

- (1) That special conditions and circumstances exist which are unique to the property in question, or to the intended use of the property, that do not apply generally to other properties in the same zoning district.
 - The Application does not provide evidence that there are conditions and circumstances that are special and unique to the Property that create an undue hardship. The Property's width of 165 feet exceeds the minimum required lot width of 125 feet in the RE District by 40 feet, or 32 percent.
- (2) That any alleged hardship is not self-created by any person having an interest in the property and is not the result of mere disregard for, or ignorance of, the provisions of the ULDC, but is instead the result of one or more of the special condition(s) found above.
 - The Application does not provide evidence that there is a hardship resulting from special conditions inherent to the Property.
- (3) That literal interpretation of the ULDC would deprive the applicant of reasonable use of the property, in that the applicant would be deprived of rights commonly enjoyed by properties in the same zoning district, and would thereby cause an unnecessary and an undue hardship.

- The Application does not provide evidence that the literal interpretation of the ULDC would deprive the Applicant of reasonable use of the Property.
- (4) That the variance proposed is the minimum variance that will make possible the reasonable use of the property and it will not confer on the property any special privilege that is denied to any other properties in the same zoning district.
- The Application does not provide evidence that the variance is necessary for reasonable use of the Property, such that the variance would not confer special privilege that is denied to any other properties in the RE District.
- (5) That the granting of the variance will be in harmony with the general intent and purpose of the Code and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- The Property's location in between a canal and a 30-foot driveway to an adjacent property mitigates the effect that a side setback reduction might have on adjoining properties. The nearest home to the east is in Davie, approximately 130 feet from the Applicant's east property line. The nearest home to the west is several hundred feet from the Applicant's west property line, and the nearest that a future home could be constructed is 65 feet from same.

STAFF RECOMMENDATION:

The Applicant has not presented any evidence of unreasonable hardship or special and unique circumstances. The Application must be denied as a matter of law unless the Applicant can demonstrate by competent substantial evidence that the criteria for the granting of a variance have been met. Accordingly, the Council may:

1. Deny this application, upon finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. Approve this item finding that the applicant has shown by competent substantial evidence that they have met the requirements of the ULDC.
3. Table this item to seek additional information.
4. Approve the application subject to conditions that address any concerns that the Council may have regarding the variance request and subject to the following conditions:
 - (A) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application, prior to the issuance of the first building permit. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.

- (B) Pursuant to Section 140-060, the variance will expire if a permit or development order has not been issued by the Town within six (6) months from the date the variance was granted, unless the Town Administrator grants an extension for cause as authorized in Section 140-160.
- (C) This variance is limited to the detached garage and gazebo structures as depicted in the Application.
- (D) This approval does not extend to any other improvements depicted in the Application, and all other site improvements must comply with the standards of the ULDC.



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

(954) 434-0008 Town Hall
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Town Council
Doug McKay, Mayor
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Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/14/2017
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

Recommend that the Town Council adopt the updated Five-Year Schedule of Capital Improvements.

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded

improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Assistant Town Planner
Emily McCord Aceti, Community Services Manager
Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
CIE Ordinance - TA Approved	12/8/2017	Ordinance
CIE Update	12/8/2017	Exhibit
CIE Update - Data & Analysis	12/8/2017	Exhibit

ORDINANCE 2018-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2018-2022 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on December 14, 2017 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule to Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and is incorporated herein by reference.

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

SECTION 4. Severability. If any 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 or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this 14th day of December, 2017 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ____ day of _____, 2018 on a motion made by _____ and seconded by _____.

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

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114587609.1

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m

- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7)}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2)}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7)}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
6. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2017 - FY 2021

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>
<u>Public Safety</u>	Fire Wells Replacement and Installation	15,000	15,000	15,000	15,000	15,000	75,000
	Emergency Operations Center	-	-	-	-	5,400,000	5,400,000
	Fire Rescue Modular Facilities	171,530	-	-	-	-	171,530
<u>Parks, Recreation & Open Space/Capital Projects Fund</u>	-	-	-	-	-	-	-
	Country Estates Park	150,000	28,353	25,553	10,178	29,378	243,462
	Calusa Corners Park	100,000	346,000	503,225	195,500	211,000	1,355,725
	Trailside - "Founder's" Park	75,000	-	-	-	-	75,000
	Sunshine Ranches Equestrian Park Irrigation System Overhaul	34,350	-	-	-	-	34,350
	Rolling Oaks Passive Open Space and Barr	10,250	22,700	38,650	12,275	12,125	96,000
	Frontier Trails Conservation Area	390,930	390,930	390,930	390,930	390,930	1,954,650
	Southwest Meadows Sanctuary Park	211,095	518,406	518,406	518,406	518,406	2,284,719
	Covered Dock on C-11 Canal	100,000	-	-	-	-	100,000
	-	-	-	-	-	-	-
<u>Transportation Fund/</u>	Transportation Surface Drainage & Ongoing Rehab (ISDOR)	495,000	627,680	736,510	745,500	766,090	3,370,780

<u>Engineering</u>	Stirling Road Guardrails Installation Project	350,000	G-IFB	100,000	NE	100,000	NE	100,000	NE	100,000	NE	750,000
	Drainage Improvement Projects	100,200	GF-IFB,IFB	100,000	GF-IFB	100,000	GF-IFB	100,000	GF-IFB	100,000	GF-IFB	509,200
	Pavement Striping and Markers	50,000	GF-IFB	50,000	GAS, GF-IFB	50,000	GAS, GF-IFB	50,000	GAS, GF-IFB	50,000	GAS, GF-IFB	250,000
	Townwide Entranceway Signage	30,000	GF-IFB	-	-	20,000	GF-IFB	20,000	GF-IFB	20,000	GF-IFB	90,000
	SW 210 Terrace Roadway Improvement	150,000	NE	95,000	NE	704,500	NE	704,500	NE	704,500	-	1,654,000
	Street Lighting	-	-	25,000	IFB	201,000	NE	196,000	NE	196,000	-	422,000
	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTALS	\$2,442,355		\$2,319,069		\$3,403,774		\$3,058,289		\$7,612,929		\$18,836,416

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

<u>Funding Source Code</u>	<u>Funding Source Name</u>
GIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance

<u>GF-TF</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>
<u>VFF-FB</u>	<u>Volunteer Fire Fund Fund Balance</u>

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2018 - FY 2022

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>Total</u>
<u>Public Safety/ General Fund & Capital Projects Fund</u>	<u>Fire Wells Replacement and Installation</u>	30,000	30,000	30,000	30,000	30,000	150,000
	<u>Fire Rescue Modular Facilities</u>	216,315	-	-	-	-	216,315
	<u>Emergency Operations Center</u>	-	-	-	-	5,400,000	5,400,000
<u>Townwide/Capital Projects Fund</u>							
	<u>Town Hall Complex Safety, Lighting and Drainage Improvements</u>	12,500	115,000	-	-	-	127,500
<u>Parks, Recreation & Open Space/ Capital Projects Fund</u>	<u>Frontier Trails Conservation Area</u>	100,000	100,000	223,500	689,650	841,500	1,954,650
	<u>Calusa Corners Park</u>	50,000	296,000	503,225	195,500	211,000	1,255,725
	<u>PROS Entranceway Signage</u>	15,000	15,000	15,000	15,000	15,000	75,000
	<u>Country Estates Park Perimeter Fencing Improvement</u>	10,700	45,353	25,553	10,178	29,378	121,162
	<u>Southwest Meadows Sanctuary Park</u>	211,095	518,406	518,406	518,406	518,406	2,284,719
	<u>Sunshine Ranches Equestrian Park Playground Rehabilitation</u>	25,700	-	-	-	-	25,700

Public Works: Engineering/ Transportation Fund	Transportation Surface Drainage & Ongoing Rehab (TSDOR)	965,000	TFB, GF Tfr (mill=.3612)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	495,000	GF Tfr (mill=TBD)	2,945,000	
	Drainage Improvement Projects	805,510	G, GF Tfr	100,000	GF Tfr	100,000	GF Tfr	100,000	GF Tfr	1,205,510	
Pavement Striping and Markers	20,000	GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	220,000		
Guardrails Installation Project SW 210 Terrace Roadway Improvement	10,000	TFB	100,000	NF	100,000	NF	100,000	NF	410,000		
Townwide Entranceway Signage	15,000	NF	95,000	NF	704,500	NF	704,500	NF	1,654,000		
Street Lighting	-	NF	15,000	NF	15,000	NF	15,000	NF	75,000		
			25,000	TFB	201,000	NF	196,000	NF	422,000		
PROJECT TOTALS		\$2,636,820		\$1,999,759		\$2,981,184		\$3,119,234		\$7,805,284	\$18,542,281

Funding Source Code	Funding Source Name
CIP-FB	Capital Projects Fund Fund Balance
DEBT	DEBT-General Obligation or otherwise
FA	Fire Assessment
G	Grant Funding
GAS	Local Option Gas Taxes
GF-FB	General Fund Fund Balance

<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

PROPOSED FY 2017-2018 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

VIII. Capital Improvements Element Data, Inventory & Analysis

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2018-2022): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY [2017/18](#) – [2021/22](#)
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- *FDOT Adopted Work Program FY [2017/18](#) – [2021/22](#)

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

VIII. Capital Improvements Element Data, Inventory & Analysis

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The August 27, 2008 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY [2017/18 – 2021/22](#) is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

VIII. Capital Improvements Element Data, Inventory & Analysis

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS is 100 percent of gross capacity (with relocatable classrooms) for each public elementary, middle, and high school within Broward County. The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY [2017/18 – 2021/22](#) is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

VIII. Capital Improvements Element Data, Inventory & Analysis

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

VIII. Capital Improvements Element Data, Inventory & Analysis

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All of the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

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Five Year Capital Improvement Plan
--All Funds-Project Expenditure Summary FY 2017 -- FY 2021

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>	
Public Safety	Fire Wells Replacement and Installation	15,000	15,000	15,000	15,000	15,000	75,000	
	Emergency Operations Center	-	-	-	-	5,400,000	5,400,000	
	Fire-Rescue Modular Facilities	171,530	-	-	-	-	171,530	
Parks, Recreation & Open Space/Capital Projects Fund	-	-	-	-	-	-	-	
	Country Estates Park	150,000	28,353	25,553	10,178	29,378	243,462	
	Calusa-Corners Park	100,000	346,000	503,225	195,500	211,000	1,355,725	
	Trailside "Founder's" Park	75,000	-	-	-	-	75,000	
	Sunshine Ranches Equestrian Park Irrigation System Overhaul	34,350	-	-	-	-	34,350	
	Rolling Oaks Passive Open Space and Barff	10,250	22,700	38,650	12,275	12,125	96,000	
	Frontier Trails Conservation Area	390,930	390,930	390,930	390,930	390,930	1,954,650	
	Southwest Meadows Sanctuary Park	211,095	518,406	518,406	518,406	518,406	2,284,719	
	Covered Deck on C-11 Canal	100,000	-	-	-	-	-	100,000
	-	-	-	-	-	-	-	-

Transportation Fund/Engineering	495,000	GF Ifr (mill=-4050)	627,680	GF Ifr (mill=-1FB)	736,510	GF Ifr (mill=-1FB)	745,500	GF Ifr (mill=-1FB)	766,090	GF Ifr (mill=-1FB)	3,370,780
Transportation Surface Drainage & Ongoing Rehab (1SDOR)	495,000	GF Ifr (mill=-4050)	627,680	GF Ifr (mill=-1FB)	736,510	GF Ifr (mill=-1FB)	745,500	GF Ifr (mill=-1FB)	766,090	GF Ifr (mill=-1FB)	3,370,780
Stirling Road Guardrails Installation Project	350,000	G, TFB	400,000	NF	400,000	NF	400,000	NF	400,000	NF	750,000
Drainage Improvement Projects	409,200	GF Ifr, TFB	400,000	GF Ifr	400,000	GF Ifr	400,000	GF Ifr	400,000	GF Ifr	509,200
Pavement Striping and Markers	50,000	GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	250,000
Townwide Entranceway Signage	30,000	GF Ifr	-	-	20,000	GF Ifr	20,000	GF Ifr	20,000	GF Ifr	90,000
SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-	1,654,000
Street Lighting	-	-	25,000	TFB	201,000	NF	196,000	NF	-	-	422,000
-	-	-	-	-	-	-	-	-	-	-	-
PROJECT TOTALS	\$2,442,355	\$2,319,069	\$3,403,774	\$3,058,289	\$7,612,929	\$18,836,416					

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and/or maintain adopted levels of service. All projects are subject to available funding.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2018 - FY 2022

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Department Name	Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
<u>Public Safety/</u> <u>General Fund &</u> <u>Capital Projects</u> <u>Fund</u>	<u>Fire Wells Replacement and Installation</u>	30,000	30,000	30,000	30,000	30,000	150,000
	<u>Fire Rescue Modular Facilities</u>	216,315	-	-	-	-	216,315
	<u>Emergency Operations Center</u>	-	-	-	-	5,400,000	5,400,000
<u>Townwide/Capital</u> <u>Projects Fund</u>							
	<u>Town Hall Complex Safety, Lightning and Drainage Improvements</u>	12,500	115,000	GF Tfr, CIP-FB	-	-	127,500
<u>Parks, Recreation & Open Space/</u> <u>Capital Projects</u> <u>Fund</u>							
	<u>Frontier Trails Conservation Area</u>	100,000	100,000	223,500	689,650	841,500	1,954,650
	<u>Calusa Corners Park</u>	50,000	296,000	503,225	195,500	211,000	1,255,725
	<u>PROS Entranceway Signage</u>	15,000	15,000	15,000	15,000	15,000	75,000
	<u>Country Estates Park Perimeter Fencing Improvement</u>	10,700	45,353	25,553	10,178	29,378	121,162
	<u>Southwest Meadows Sanctuary Park</u>	211,095	518,406	518,406	518,406	518,406	2,284,719
	<u>Sunshine Ranches Equestrian Park Playground Rehabilitation</u>	25,700	-	-	-	-	25,700
	-	-	-	-	-	-	-

<u>Public Works: Engineering/ Transportation Fund</u>	<u>Transportation Surface Drainage & Ongoing Rehab (TSDOR)</u>	<u>TFB, GF Tfr (mill=-.3612)</u>	<u>495,000</u>	<u>GF Tfr (mill=TBD)</u>	<u>2,945,000</u>						
	<u>965,000</u>										
<u>Drainage Improvement Projects</u>	<u>805,510</u>	<u>G, GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>1,205,510</u>
<u>Pavement Striping and Markers</u>	<u>20,000</u>	<u>GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>220,000</u>
<u>Guardrails Installation Project</u>	<u>10,000</u>	<u>TFB</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>410,000</u>
<u>SW 210 Terrace Roadway Improvement</u>	<u>150,000</u>	<u>NF</u>	<u>95,000</u>	<u>NF</u>	<u>704,500</u>	<u>NF</u>	<u>704,500</u>	<u>NF</u>	<u>-</u>	<u>-</u>	<u>1,654,000</u>
<u>Townwide Entranceway Signage</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>75,000</u>
<u>Street Lighting</u>	<u>-</u>	<u>TFB</u>	<u>25,000</u>	<u>TFB</u>	<u>201,000</u>	<u>NF</u>	<u>196,000</u>	<u>NF</u>	<u>-</u>	<u>-</u>	<u>422,000</u>
<u>PROJECT TOTALS</u>	<u>\$2,636,820</u>		<u>\$1,999,759</u>		<u>\$2,981,184</u>		<u>\$3,119,234</u>		<u>\$7,805,284</u>		<u>\$18,542,281</u>

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>

<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NE</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

Appendix B: Funding Sources

Five Year Capital Improvement Plan -- All Funds Funding Source Summary
FY 2017 -- FY 2021

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	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
CIP-FB	215,780	-	-	-	-	215,780
DEBT	-	-	-	-	-	-
FA	15,000	15,000	15,000	15,000	15,000	75,000
G	487,500	-	-	-	-	487,500
GAS	-	26,000	26,000	26,000	26,000	100,000
GF-FB	20,350	-	-	-	-	20,350
GF-Trf	742,500	752,680	881,510	890,500	911,000	4,178,280
NF	852,025	1,501,389	2,482,264	2,127,789	6,661,939	13,625,306
IFB	109,200	25,000	-	-	-	134,200
VFF-FB	-	-	-	-	-	-
Totals	2,442,355	2,319,069	3,403,774	3,058,289	7,612,929	18,836,416

Five Year Capital Improvement Plan - All Funds Funding Source Summary
FY 2018 - FY 2022

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>Total</u>
<u>CIP-FB</u>	204,030	16,575	-	-	-	220,605
<u>DEBT</u>	-	-	-	-	-	-
<u>FA</u>	30,000	30,000	30,000	30,000	30,000	150,000
<u>G</u>	620,000	-	-	-	-	620,000
<u>GAS</u>	-	25,000	25,000	25,000	25,000	100,000
<u>GF-FB</u>	44,785	-	-	-	-	44,785
<u>GF Tfr</u>	831,210	733,425	635,000	635,000	635,000	3,469,635
<u>NF</u>	401,795	1,169,759	2,291,184	2,429,234	7,115,284	13,407,256
<u>TFB</u>	505,000	25,000	-	-	-	530,000
<u>Totals</u>	<u>2,636,820</u>	<u>1,999,759</u>	<u>2,981,184</u>	<u>3,119,234</u>	<u>7,805,284</u>	<u>18,542,281</u>



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: 1/11/2018
SUBJECT: Agreement with Weekley Asphalt Paving Inc. for the Stirling Road Guardrail Installation Phase II

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Weekley Asphalt Paving, Inc. for the installation of guardrail on Stirling Road from SW 142nd Avenue to SW 148th Avenue and from SW 136th Avenue to the 12600 block of Stirling Road (approximately 4,200 linear feet total).

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

The Town was awarded \$300,000 from the Florida Legislature via the Florida Department of Transportation with a \$100,000 Town match for the installation of guardrail on Stirling Road from SW 142nd Avenue to SW 148th Avenue and from SW 136th Avenue to the 12600 block of Stirling Road (approximately 4,200 linear feet total). The Town previously entered into an agreement with the Florida Department of Transportation for this grant funding via Resolution 2017-013.

The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project. This project is specifically named in the FY 2017 Town Budget.

On August 14, 2017, the Town advertised Invitation for Bid (IFB) 17-006 for the Stirling Road Guardrail Installation Project Phase II, and on September 21, 2017, the Town received two (2) responses.

Proposer	Amount
Weekley Asphalt Paving, Inc.	\$235,392
C. Slagter Construction	\$341,700

After reviewing the bids, it was determined that Weekley Asphalt Paving, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB.

Fiscal Impact/Analysis

The Town was awarded \$300,000 from the Florida Department of Transportation for this project with a \$100,000 Town match. After bidding, the project totals \$301,922. On October 27, 2017, FDOT provided a Bid Concurrence Letter (attached), which reduced the Town's match to only \$2,700. Funds are available in the Fiscal Year 2018 Municipal Transportation Fund account #101-5100-541-63320 (Infrastructure - Guardrails). A breakdown of the total cost is below:

	Grant	Town	FY 17 Expenditures	FY 18 Remaining (Carryover)
Surveying (Res 2017-029)	\$21,800	\$0	(\$21,800)	\$0
Engineering (Res 2017-029)	\$34,300	\$0	(\$20,172)	\$14,128
CEI (Res 2017-065)	\$10,430	\$0	\$0	\$10,430
Construction	\$232,692	\$2,700	\$0	\$235,392
Total	\$299,222	\$2,700	\$41,972	\$259,950

Staff Contact:

Rod Ley, P.E., Town Engineer
 Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Stirling Road Guardrail Resolution - TA Approved	1/12/2018	Resolution
Agreement	1/12/2018	Agreement

RESOLUTION NO. 2018-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC., IN THE AMOUNT OF TWO HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$235,392.00) TO COMPLETE THE STIRLING ROAD GUARDRAIL IMPROVEMENTS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a guardrail improvement project along Stirling Road from SW 142nd Avenue to SW 148th Avenue and from SW 136th Avenue to the 12600 block of Stirling Road (approximately 4,200 linear feet total); and

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

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

WHEREAS, the State Legislature appropriated Three Hundred Thousand Dollars (\$300,000) for this project through the Florida Department of Transportation; and

WHEREAS, pursuant to Resolution 2017-013, which was adopted on November 10, 2016, the Town entered into an agreement with the Florida Department of Transportation for the appropriated funds; and

WHEREAS, on August 14, 2017, the Town advertised Invitation for Bid (IFB) 17-006 for the Stirling Road Guardrail Installation Project Phase II; and

WHEREAS, on September 21, 2017, the Town received two (2) responses; and

WHEREAS, after reviewing the bids, it was determined that Weekley Asphalt Paving, Inc. was the lowest responsive and responsible bidder that met the requirements of the IFB; 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, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Weekley Asphalt Paving, Inc. providing the installation of guardrails along Stirling Road as outlined in the Agreement attached hereto as Exhibit "A".

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

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

[Signatures on Following Page]

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 _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
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

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EXHIBIT "A"

AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

WEEKLEY ASPHALT PAVING, INC.

FOR

STIRLING ROAD GUARDRAILS INSTALLATION PROJECT

IFB No. 17-006

AGREEMENT FOR
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this 12th day of October 2017 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Weekley Asphalt Paving, Inc. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to install guardrails generally along Stirling Road from SW 142nd Avenue to SW 148th Avenue and from SW 130th Avenue to the 12600 Block of Stirling Road (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 17-006 on August 14, 2017 (“IFB”); and

WHEREAS, two (2) bids were received by the Town on September 21, 2017; and

WHEREAS, the Town has adopted Resolution No. 201_ - ____ at a public meeting of the Town Council approving the recommended award and has selected Weekley Asphalt Paving, 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT
IFB No. 17-006

- 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

STIRLING ROAD GUARDRAILS INSTALLATION PROJECT

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **forty-five (45) calendar days of the date of 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, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the

Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **forty-five (45) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor. 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 **fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed** (“Final Completion Date”). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town’s engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the

Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$235,392.00 Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.
- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. 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 effect 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 by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:

TOWN OF SOUTHWEST RANCHES, FLORIDA
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT
IFB No. 17-006

- 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT
IFB No. 17-006

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named

insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, 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 so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of 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, FLORIDA
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT
IFB No. 17-006

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:

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.
- L. 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.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
STIRLING ROAD GUARDRAILS INSTALLATION PROJECT
IFB No. 17-006

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 _____ 2017.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

**MIKE DEW
SECRETARY**

October 27, 2017

Ms. Emily McCord Aceti
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

RE.: Bid Concurrence for FM# 436040-2-54-01; Stirling Rd. from SW 148th Ave. to SW 142nd Ave. and from SW 136th Ave. to 12600 Blk.

Dear Ms. Aceti:

The Department is in receipt of the Town of Southwest Ranches' recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The Town was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the Town's selection of **Weekley Asphalt Paving, Inc.** with a total base bid amount of **\$235,392.00**. The low bidder is not suspended or debarred as confirmed with the System of Award Management (<https://www.sam.gov/portal/public/SAM/>).

The following items are considered non-eligible for payment:

<u>Item#</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Total Amount</u>
3	Survey Stakeout & As-Built	1 LS	\$1,500.00
5	Pre-Construction Video	1 LS	\$1,200.00
		Total	\$2,700.00

Only eligible items can be reimbursed up to the amount programmed of **\$300,000.00** for design, construction and CEI activities. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

Please provide the Department a copy of the contract between the Town and the contractor for final review prior to execution. Please let me know if you have any questions.

Sincerely,

Sabrina Aubery, PE
Program Administration Engineer
Program Management Office - District Four

Cc: Ellen Daniel/Christina Yero
Deborah Ihsan
Michael Kim
Aaron Watt
File

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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 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: 1/25/2018
SUBJECT: SW 178th Avenue Striping Project

Recommendation

To place this item on the agenda for Council consideration and approval of a Purchase Order with Amroad LLC for the SW 178th Avenue striping project.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

On August 15, 2016, the City of Pompano Beach issued Bid E-47-16 Pavement Marking (Cooperative Bid) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative for an annual contract for the furnishing and installation of pavement marking and striping as needed.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, standard

items.

On September 15, 2016, the City of Pompano Beach received five (5) responses. After reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the IFB. On November 8, 2016, the City of Pompano Beach entered into an agreement with Amroad LLC. The bid and contract allow for piggybacking using the same unit pricing.

At the request of Town staff, Amroad LLC provided a quote based on the low bid unit pricing referenced in the City of Pompano Beach IFB in the amount of \$20,651.72 for the edge and centerline striping of SW 178th Avenue from Griffin Road to its respective southern end (approximately (2.25 miles).

The Drainage and Infrastructure Advisory Board prioritized this striping project as a desirable capital project to be completed in FY 2018. Currently, this project is anticipated to be completed on schedule.

Fiscal Impact/Analysis

The Town currently has \$20,000 budgeted in the Fiscal Year 2017-2018 Municipal Transportation Fund Expenditures account #101-5100-541-63360 (Infrastructure- Striping / Markers). The remaining \$651.72 will be absorbed in the Transportation Fund Budget and may require a year-end budget amendment.

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
178 Avenue Striping Project Reso - TA Approved	1/19/2018	Resolution
Amroad Proposal	12/11/2017	Exhibit
Cooperative Bid	12/11/2017	Exhibit

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF TWENTY THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS AND SEVENTY-TWO CENTS (\$20,651.72), TO COMPLETE THE SW 178TH AVENUE STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 15, 2016 the City of Pompano Beach issued Bid E-47-16 Pavement Marking (Cooperative Bid) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative for an annual contract for the furnishing and installation of pavement marking and striping as needed; and

WHEREAS, on September 15, 2016 the City of Pompano Beach received five (5) responses; and

WHEREAS, after reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the IFB; and

WHEREAS, on November 8, 2016 the City of Pompano Beach entered into an agreement with Amroad LLC; and

WHEREAS, the bid and agreement allows the Town to piggyback the agreement's unit pricing; and

WHEREAS, the SW 178th Avenue striping project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and everything else necessary for proper construction and completion of the project; and

WHEREAS, the SW 178th Avenue striping project is specifically named in the FY 2017-2018 Town Budget; and

WHEREAS, the cost for completing this work is \$20,651.72; and

WHEREAS, the Town budgeted \$20,000 for Infrastructure Striping / Markers in the Fiscal Year 201-2018 Municipal Transportation Fund Expenditures (101-5100-541-63360); and

WHEREAS, the remaining \$651.72 will be absorbed in the Transportation Fund Budget and may require a year-end budget amendment; and

WHEREAS, it has been determined to be in the public's best interest to award this work to Amroad LLC; and

WHEREAS, the Town of Southwest Ranches desires to issue a Purchase Order 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 a Purchase Order in the amount of Twenty Thousand Six Hundred Fifty-One Dollars and Seventy-Two Cents (\$20,651.72) for Amroad LLC to provide the roadway striping along SW 178th Avenue, as outlined in Bid E-47-16, in accordance with the terms and conditions contained within the procurement attached hereto as Exhibit "A", which is incorporated herein by reference.

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

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

[Signatures On Next Page]

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

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

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

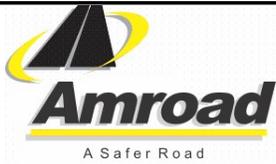
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114652755.1

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Quote

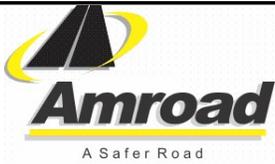
Client:	Town of Southwest Ranches	Date:	12/11/2017
Client Rep:	Rod Ley	Phone:	(954) 343 - 7444
Prep. By:	Laureano Martinez Aunon	Phone:	(813) 293 - 7976

Project:	SW 178th Avenue Striping	Project:	2016-040
County:	Broward		
Scope of Work:	Pavement Marking	Bid Date:	11/06/17

Pay Item No.	Description	Units	Qty	Unit Price	Price
0706 3	Retroreflective Pavement Markers	EA	351.00	\$ 3.00	\$ 1,053.00
0711 11 121	Thermoplastic, Standard, White, Solid, 6"	LF	23,760.00	\$ 0.59	\$ 14,018.40
0711 11 125	Thermoplastic, Standard, White, Solid, 24"	LF	24.00	\$ 2.72	\$ 65.28
0711 11 170	Thermoplastic, Standard, White, Arrow	EA	4.00	\$ 33.00	\$ 132.00
0	Thermoplastic, Standard, Double Yellow, Solid, 6"	LF	2,112.00	\$ 0.88	\$ 1,858.56
0711 11 241	Thermoplastic, Standard, Yellow, Skip, 6"	LF	2,442.00	\$ 0.44	\$ 1,074.48
0711 17	Thermoplastic, Remove Existing Thermoplastic Pavement	SF	1,000.00	\$ 2.45	\$ 2,450.00
Total					\$ 20,651.72

Notes:

- 1) Quantities estimated from Google Maps. Final quantities and /or additional pay items will be determined upon completion of the work.
- 2) MOT included.
- 3) Mobilization included.
 - a) Work estimated to be completed within one (1) mobilization/shift. Additional mobs required (beyond Amroad's control) will be charged at \$2,600 / shift.
- 4) Roadway should be clean and free from debris prior to the application of the roadway marking, including but not limited to: vehicles, trash cans, vegetation, dumpsters, obstacles, etc.. Quote includes removal of vegetation (as required) along edge lines for 6" solid.
- 5) No pavement marking removal is included in any of the paint, thermoplastic or tape pay items listed above.
- 6) Pavement Marking Removal (grinding) will be as required and charged as follows:
 - a) \$2.45 / SF.
 - b) Removal quantity for budgeting purposes only. Final quantity to be determined based on field conditions.
- 7) Paint application before thermoplastic (if required) is not included.
- 8) MOT/Phase temporary pavement marking (if required) is not included.
- 9) Bond is not included.
- 10) Work should be scheduled two weeks in advance (minimum).
- 11) Estimate based on current FDOT "Basis of Estimates".
- 12) Estimate does not include additional cost of CCIP or OCIP (If required).
- 13) Any additional cost (such as insurance, badges, rail road insurance, etc.) required by Owner or Contractor is not included.
- 14) If Contractor issues a subcontract for this work, then this bid and adjoining notes will become part of the contract and controls over any conflicting terms.



Quote

Client:	Town of Southwest Ranches	Date:	12/11/2017
Client Rep:	Rod Ley	Phone:	(954) 343 - 7444
Prep. By:	Laureano Martinez Aunon	Phone:	(813) 293 - 7976

Project:	SW 178th Avenue Striping	Project:	2016-040
County:	Broward		
Scope of Work:	Pavement Marking	Bid Date:	11/06/17

Pay Item No.	Description	Units	Qty	Unit Price	Price
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Acceptance of Proposal
<p>Company:</p> <p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Date:</p>



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-47-16

Description/Title: Pavement Marking

Initial Contract Term: Start Date: 11/08/16 End Date: 11/07/17

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Renewal No. 1 Start Date: 11/08/17 End Date: 11/07/18

Renewal No. 2 Start Date: 11/08/18 End Date: 11/07/19

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Amroad, LLC

Vendor Address: 3975 Pembroke Road, Hollywood, FL. 33021

Contact: Laureano Martinez-Aunon, Operations Manager

Phone: 954-962-1600 ext 104 Fax: 305-675-8016

Cell/Pager: 813-293-7976 Email Address: l.aunon@amroadfl.com

Website: http://amroadfl.com FEIN: 26-3976898

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 11/08/16 Resolution/Agenda Item No.: 2016-6

Insurance Required: Yes No

Performance Bond Required: Yes No

SECTION #3 LEAD AGENCY

Agency Name: City Pompano Beach

Agency Address: 1190 NE 3rd Avenue, Building C, Pompano Beach, FL. 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

November 9, 2016

Laureano Martinez Aunon, Operations Manager
Amroad, LLC
3975 Pembroke Road
Hollywood, Florida 33021

Via facsimile: (305) 675-8016 and email: l.aunon@amroadfl.com

Dear Mr. Aunon,

The City Commission, at their November 8, 2016 meeting, agenda item #6, approved award of an open-ended contract at the unit prices bid to your company for the following:

Bid E-47-16, Pavement Marking [Cooperative Bid]

The contract period shall be one year, through November 7, 2017. The City will place orders for pavement marking, at the unit prices bid, throughout the contract period. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be as per the terms stated in the bid document.

A copy of this letter, and additional bid information, will be distributed to each participating Southeast Florida Governmental Purchasing Cooperative member. Each participating entity is responsible for issuing its own contract, purchase order, payment, etc.

Please call me if you have any questions at (954) 786-4098. We look forward to a successful relationship with your company.

Very truly yours,

Jeff English
Purchasing Agent

enclosure

cc: Michael Carter, Streets Superintendent
Southeast Florida Governmental Purchasing Cooperative
file



City of Pompano Beach

100 West Atlantic Blvd.
Pompano Beach, FL 33060

Agenda Item Cover Page

Agenda Date: 11/08/2016

Agenda Number: 6.

File ID: 17-32

Type: Approval Request

Status: Consent Agenda Ready

Version: 1

In Control: City Commission

Department: General Services

File Created: 10/26/2016

Subject:

Final Action:

Title: Approval to award Bid #E-47-16 Pavement Marking (Co-operative Bid) to the lowest responsive bidder Amroad, LLC, to establish an annual contract. The estimated annual cost to the City for Pavement Marking is \$60,000.00. (Fiscal Impact: \$60,000.00)

Contract Expiration Date:

Enactment Date:

Strategic Initiative:

Enactment Number:

Location:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/27/2016	Otis Thomas	Approve	10/28/2016
1	2	10/31/2016	Rob McCaughan	Approve	10/31/2016
1	3	10/31/2016	Suzette Sibble	Approve	11/2/2016
1	4	10/31/2016	Brian Donovan	Approve	11/2/2016
1	5	10/31/2016	Phyllis Korab	Approve	11/2/2016
1	6	11/1/2016	Dennis Beach	Delegated	
1	7	11/1/2016	Phyllis Korab	Approve	11/3/2016
1	8	11/2/2016	Kervin Alfred	Approve	11/3/2016

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission	11/08/2016					

Text of Legislative File 17-32

Summary Explanation/Background:

Bid E-47-16 was issued to establish an annual contract to apply pavement marking (paint and reflective marking), as needed after pavement resurfacing. The City of Pompano Beach issued this bid as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of

the City and six other governmental agencies. Bid award is recommended to the lowest responsive bidder Amroad, LLC, at the unit prices bid. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for pavement marking could total \$60,000.00. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. The General Services Department performed outreach to pavement marking contractors to inform them about this project. A total of five (5) local companies were notified. City Commission approval of this contract award is requested.

Origin of request for this action: Staff

Fiscal impact and source of funding: As needed from account 302-7303-541.65-12 Capital Projects Fund/Project 07-925 Road Resurfacing Program/Construction and Other Maintenance.

(Staff Contact: Robert McCaughan)

M E M O R A N D U M

Purchasing #17-009
October 25, 2016

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director
From: Jeff English, Purchasing Agent
Subject: Award Bid E-47-16 Pavement Marking (Cooperative Bid)

Contract Need/Background

The City of Pompano Beach issued Bid E-47-16 to establish an annual contract to apply pavement marking (paint and reflective marking), as needed after pavement resurfacing. The City issued this bid as the lead agency, on behalf of our City and six other governmental agencies in the Southeast Florida Governmental Purchasing Cooperative. The estimated quantities stated in the bid solicitation include anticipated requirements from all of the participating agencies, including the City of Pompano Beach.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Streets Department, the bid tabulation, and solicitation document. The Streets Department recommends the contract be awarded to the lowest bidder, Amroad, LLC.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids5

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The Bid package was also posted in the City's eBid System for download by interested firms.

Funding

The total annual value of this contract award based on the combined estimated annual quantities of the six participating co-op agencies, and the City of Pompano Beach, is \$459,413.80. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for pavement marking could total \$60,000.00. City purchases will be made, as needed from account 302-7303-541.65-12 Capital Projects Fund / Project 07-925 Road Resurfacing Program / Construction and Other Maintenance as appropriate for each Job.

Market Research

The General Services Department performed outreach to Pompano Beach pavement marking contractors to inform them about this project. A total of five (5) local companies were notified.

Award Recommendation

It is recommended that a one-year contract award be made to the lowest bidder Amroad, LLC. The contract may be renewed for two (2) additional one-year periods, subject to the terms and conditions contained in the bid specifications.

/je
enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4146

City of Pompano Beach
Public Works Department

Fax: (954) 786-4028

MEMORANDUM NO.ST16-05

DATE: September 19, 2016

TO: Otis J. Thomas, General Service Director *OT*

FROM: Michael B. Carter, Streets Superintendent *Michael Carter*

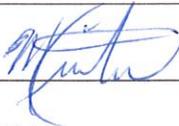
VIA: Robert McCaughan, Public Works Director *RJM*

SUBJECT: Co-Op Bid Award Recommendation

Attached is the completed bid award recommendation form for Bid #E-47-16 for Pavement Marking. Please proceed using the Amroad, LLC, the lowest bidder. This will allow the Streets Division to provide pavement marking behind the resurfacing contractor in various locations throughout the City for the Capital Project Road Resurfacing Program which will be taken from the Capital Improvement Project account 302-7303-541-65-12 in the amount of sixty thousand dollars.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 09/16/16

To: Public Works/Streets Department Attn.: Michael Carter 

Subject: Bid No. E-47-16 Item/service: Pavement Marking [Cooperative Bid]

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for their approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 302-7303-541.65-12

Title: Road Resurfacing

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Amroad, LLC

(b) Is the recommended bid the lowest bid received?

Yes X No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No Not applicable for this bid

Signature: Robert McLaughlin

Date: 9/20/16

Title: Public Works Director
(Department Head)

E-47-16

Pavement Marking [Cooperative Bid]

9/15/2016

Amroad, LLC	Steffen & Sons Striping LLC	McShea Contracting, LLC
3975 Pembroke Road	13351 40th St. North	508 owen Ave. North
Hollywood, FL 33021	West Palm Beach, FL 33411	Lehigh Acres, FL 33971

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Thermoplastic striping, single solid white, 4 inches wide	51000	L.F.	\$0.44	\$22,440.00	\$0.042	\$2,142.00	\$0.50	\$25,500.00
2	Thermoplastic striping, solid yellow, 4 inches wide	29100	L.F.	\$0.44	\$12,804.00	\$0.42	\$12,222.00	\$0.50	\$14,550.00
3	Thermoplastic striping, skip, white or yellow, 4 inches wide	30100	L.F.	\$0.44	\$13,244.00	\$0.42	\$12,642.00	\$0.50	\$15,050.00
4	Thermoplastic striping, solid white or yellow, 6 inches wide	128880	L.F.	\$0.66	\$85,060.80	\$0.62	\$79,905.60	\$0.60	\$77,328.00
5	Thermoplastic striping, skip, white or yellow, 6inches wide	88700	L.F.	\$0.66	\$58,542.00	\$0.65	\$57,655.00	\$0.60	\$53,220.00
6	Thermoplastic striping, solid white, 8 inches wide	8000	L.F.	\$0.87	\$6,960.00	\$0.80	\$6,400.00	\$1.00	\$8,000.00
7	Thermoplastic striping, solid yellow, 8 inches wide	7000	L.F.	\$0.87	\$6,090.00	\$0.35	\$2,450.00	\$1.00	\$7,000.00
8	Thermoplastic striping, solid white, 12 inches wide	22500	L.F.	\$1.25	\$28,125.00	\$1.75	\$39,375.00	\$2.75	\$61,875.00
9	Thermoplastic striping, solid white, 18 inches wide	11600	L.F.	\$1.97	\$22,852.00	\$1.50	\$17,400.00	\$3.75	\$43,500.00
10	Thermoplastic striping, solid yellow, 18 inches wide	5100	L.F.	\$1.97	\$10,047.00	\$2.25	\$11,475.00	\$3.75	\$19,125.00
11	Thermoplastic striping, solid white, 24 inches wide	14800	L.F.	\$2.72	\$40,256.00	\$3.75	\$55,500.00	\$4.75	\$70,300.00
12	Thermoplastic directional arrow, white	2010	each	\$33.00	\$66,330.00	\$48.00	\$96,480.00	\$65.00	\$130,650.00
13	Thermoplastic street message	325	each	\$55.00	\$17,875.00	\$120.00	\$39,000.00	\$100.00	\$32,500.00
14	Reflective pavement markers	13057	each	\$3.00	\$39,171.00	\$3.80	\$49,616.60	\$3.25	\$42,435.25
15	Temporary reflective pavement markers	2500	each	\$3.00	\$7,500.00	\$2.00	\$5,000.00	\$3.25	\$8,125.00
16	Temporary striping, single solid white, 4 inches wide	15000	L.F.	\$0.14	\$2,100.00	\$0.12	\$1,800.00	\$0.28	\$4,200.00
17	Temporary striping, single solid white, 6 inches wide	17600	L.F.	\$0.17	\$2,992.00	\$0.20	\$3,520.00	\$0.30	\$5,280.00

Pavement Marking [Cooperative Bid]

9/15/2016

Rogar Management & Consulting of FL LLC	ARION FI LLC
12011 SW 129th Ct. Unit 5 Miami, FL 33186	4500 N. Hiatus Rd. Ste. 214 Sunrise, FL 33351

Regular Meeting January 25, 2018

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Thermoplastic striping, single solid white, 4 inches wide	51000	L.F.	\$0.60	\$30,600.00	\$0.65	\$33,150.00
2	Thermoplastic striping, solid yellow, 4 inches wide	29100	L.F.	\$0.60	\$17,460.00	\$0.65	\$18,915.00
3	Thermoplastic striping, skip, white or yellow, 4 inches wide	30100	L.F.	\$0.60	\$18,060.00	\$0.85	\$25,585.00
4	Thermoplastic striping, solid white or yellow, 6 inches wide	128880	L.F.	\$0.60	\$77,328.00	\$0.90	\$115,992.00
5	Thermoplastic striping, skip, white or yellow, 6inches wide	88700	L.F.	\$0.60	\$53,220.00	\$1.15	\$102,005.00
6	Thermoplastic striping, solid white, 8 inches wide	8000	L.F.	\$0.80	\$6,400.00	\$1.60	\$12,800.00
7	Thermoplastic striping, solid yellow, 8 inches wide	7000	L.F.	\$0.80	\$5,600.00	\$1.60	\$11,200.00
8	Thermoplastic striping, solid white, 12 inches wide	22500	L.F.	\$1.49	\$33,525.00	\$2.25	\$50,625.00
9	Thermoplastic striping, solid white, 18 inches wide	11600	L.F.	\$2.39	\$27,724.00	\$4.00	\$46,400.00
10	Thermoplastic striping, solid yellow, 18 inches wide	5100	L.F.	\$2.39	\$12,189.00	\$4.00	\$20,400.00
11	Thermoplastic striping, solid white, 24 inches wide	14800	L.F.	\$3.61	\$53,428.00	\$4.75	\$70,300.00
12	Thermoplastic directional arrow, white	2010	each	\$100.00	\$201,000.00	\$75.00	\$150,750.00
13	Thermoplastic street message	325	each	\$200.00	\$65,000.00	\$250.00	\$81,250.00
14	Reflective pavement markers	13057	each	\$4.00	\$52,228.00	\$7.00	\$91,399.00
15	Temporary reflective pavement markers	2500	each	\$4.00	\$10,000.00	\$7.00	\$17,500.00
16	Temporary striping, single solid white, 4 inches wide	15000	L.F.	\$0.30	\$4,500.00	\$0.25	\$3,750.00
17	Temporary striping, single solid white, 6 inches wide	17600	L.F.	\$0.30	\$5,280.00	\$0.30	\$5,280.00

E-47-16

Pavement Marking [Cooperative Bid]

9/15/2016

Amroad, LLC	Steffen & Sons Striping LLC	McShea Contracting, LLC
3975 Pembroke Road	13351 40th St. North	508 owen Ave. North
Hollywood, FL 33021	West Palm Beach, FL 33411	Lehigh Acres, FL 33971

Revised Meeting January 25, 2018

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	
18	Temporary striping, solid yellow, 4 inches wide	20100	L.F.	\$0.14	\$2,814.00	\$0.12	\$2,412.00	\$0.28	\$5,628.00	
19	Temporary striping, solid yellow, 6 inches wide	11600	L.F.	\$0.17	\$1,972.00	\$0.20	\$2,320.00	\$0.30	\$3,480.00	
20	Temporary striping, skip white or yellow, 4 inches wide	17100	L.F.	\$0.14	\$2,394.00	\$0.12	\$2,052.00	\$0.28	\$4,788.00	
21	Temporary striping, skip white or yellow, 6 inches wide	2500	L.F.	\$0.17	\$425.00	\$0.30	\$750.00	\$0.30	\$750.00	
22	Temporary striping, solid white, 12 inches wide	2000	L.F.	\$0.32	\$640.00	\$0.75	\$1,500.00	\$2.00	\$4,000.00	
23	Temporary striping, solid white, 24 inches wide	3500	L.F.	\$0.64	\$2,240.00	\$2.00	\$7,000.00	\$2.50	\$8,750.00	
24	Temporary directional arrow	90	each	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$40.00	\$3,600.00	
25	Temporary street message	86	each	\$30.00	\$2,580.00	\$45.00	\$3,870.00	\$50.00	\$4,300.00	
26	Paint striping, solid blue, 4 inches wide	2150	L.F.	\$0.20	\$430.00	\$0.20	\$430.00	\$1.00	\$2,150.00	
27	Paint striping, solid white or yellow, 4 inches wide, for parking stalls	5000	L.F.	\$0.14	\$700.00	\$0.20	\$1,000.00	\$1.00	\$5,000.00	
28	Remove existing pavement markings using rotary grinder	1000	L.F.	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$3.00	\$3,000.00	
29	Remove existing reflective pavement markers using rotary grinder	300	each	\$0.10	\$30.00	\$0.50	\$150.00	\$1.00	\$300.00	
Total Price					\$459,413.80				\$516,867.20	\$664,384.25

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For thermoplastic striping, minimum job size: (dollar amount not to exceed \$900.00)	\$900.00		\$900.00		\$900.00
Conflict of Interest	No		No		No
Drug-Free Workplace	Yes		Yes		Yes
Terms & Conditions	Agree		Agree		Agree

Pavement Marking [Cooperative Bid]

9/15/2016

Rogar Management & Consulting of FL LLC	ARION FI LLC
12011 SW 129th Ct. Unit 5	4500 N. Hiatus Rd. Ste. 214
Miami, FL 33186	Sunrise, FL 33351

Regular Meeting January 25, 2018

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
18	Temporary striping, solid yellow, 4 inches wide	20100	L.F.	\$0.30	\$6,030.00	\$0.25	\$5,025.00
19	Temporary striping, solid yellow, 6 inches wide	11600	L.F.	\$0.30	\$3,480.00	\$0.30	\$3,480.00
20	Temporary striping, skip white or yellow, 4 inches wide	17100	L.F.	\$0.30	\$5,130.00	\$0.40	\$6,840.00
21	Temporary striping, skip white or yellow, 6 inches wide	2500	L.F.	\$0.30	\$750.00	\$0.50	\$1,250.00
22	Temporary striping, solid white, 12 inches wide	2000	L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00
23	Temporary striping, solid white, 24 inches wide	3500	L.F.	\$1.00	\$3,500.00	\$1.90	\$6,650.00
24	Temporary directional arrow	90	each	\$40.00	\$3,600.00	\$25.00	\$2,250.00
25	Temporary street message	86	each	\$60.00	\$5,160.00	\$65.00	\$5,590.00
26	Paint striping, solid blue, 4 inches wide	2150	L.F.	\$1.00	\$2,150.00	\$0.25	\$537.50
27	Paint striping, solid white or yellow, 4 inches wide, for parking stalls	5000	L.F.	\$1.00	\$5,000.00	\$0.25	\$1,250.00
28	Remove existing pavement markings using rotary grinder	1000	L.F.	\$6.60	\$6,600.00	\$0.95	\$950.00
29	Remove existing reflective pavement markers using rotary grinder	300	each	\$2.00	\$600.00	\$1.00	\$300.00

Total Price

\$717,542.00

\$893,123.50

For thermoplastic striping, minimum job size: (dollar amount not to exceed \$900.00)	\$2,500.00	
Conflict of Interest	No	No
Drug-Free Workplace	Yes	Yes
Terms & Conditions	Agree	Agree



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID E-47-16 -- PAVEMENT MARKING (COOPERATIVE BID)

August 15, 2016

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the furnishing and installation of pavement marking as needed. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for pavement marking.

Sealed bids will be received until **2:00 p.m. (local), September 15, 2016**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Jeff English, Purchasing Agent at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract for the purchase of pavement marking, as and when needed. Contractor will be required to furnish both temporary and thermoplastic pavement marking, and reflective pavement markers. The City will request pavement marking after routine asphalt resurfacing, or new street or parking lot construction. Contractor is to be experienced in pavement marking on streets, highways, and parking lots.

The City of Pompano Beach is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Specific pavement markings will be ordered as needed.

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Pricing

All prices bid shall be for the provision of pavement marking as specified at various locations within the City of Pompano Beach City limits, or within the city limits of any other agency participating in this cooperative bid. Prices bid must include all necessary labor, materials, services, maintenance of traffic, etc. as are usually included in providing pavement marking services, and as specified herein. Bidders must state the minimum job size in dollars for both temporary/standard paint marking, and for thermoplastic marking. No additional mobilization fee will be paid.

F. Delivery/Completion

Time is of the essence in the completion of work encompassed by this bid. Contractor must commence work on temporary striping within five (5) calendar days after notification by the City. Contractor must commence work on thermoplastic striping within thirty (30) calendar days after notification by the City. Contractor must pursue the work continuously after commencement of job to complete the entire work order. The City seeks a source of supply that will provide accurate and timely delivery/completion. The awarded bidder must adhere to Delivery/completion schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery/completion requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

H. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts for pavement marking. These agencies will place orders with the awarded

Contractor(s), if additional product is needed, after the expiration of their current contract(s).

I. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

- (1) Town of Davie, contact Richard Freeman, Superintendent, (954) 797-1246.
- (2) City of Deerfield Beach, contact Paul Collette, Buyer, (954) 480-4418.
- (3) City of Lauderdale Lakes, contact Vincent Richmond, Public Works, (954) 535-2819.
- (4) City of Miami Lakes, contact Elia Semararo, Public Works Director, (305) 512-7139.
- (5) City of Oakland Park, contact Maggie Turner, Purchasing Manager, (954) 630-4257.
- (6) City of Pompano Beach, contact person Jeff English, Purchasing Agent, (954) 786-4098.
- (7) City of Wilton Manors, contact David J. Archacki, Director, Utilities, (954) 390-2190.

Other Co-op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead agency. New Co-op members may participate in any contract, on acceptance and approval by the lead agency.

J. Detail Specifications

1. General

The City seeks a contractor to provide pavement marking as needed after the City performs routine asphalt street resurfacing. All pavement marking is to be installed in accordance with current Florida Department of Transportation Standard Specifications for Road and Bridge Construction. All materials used must comply with the applicable FDOT standards, including those applicable to temporary marking paint, FDOT specification 711-12 "Thermoplastic Traffic Stripes and Markings Paint," and FDOT specification 706-2 as applicable to reflective pavement markers. Contractor will be required to provide all traffic control during work. Each job site must be left clean, and restored to existing or better condition. Pavement marking is also required for parking lot striping.

2. Items Required

Bidders are to provide unit pricing as requested for each item of pavement marking. Price to include all materials, labor, and installation. Specific items,

with estimated annual quantities to be purchased, are listed in Section III, Proposal.

- a. Thermoplastic striping, single solid white, 4" wide, price per L.F.
- b. Thermoplastic striping, solid yellow, 4" wide, price per L.F.
- c. Thermoplastic striping, skip, white or yellow, 4" wide, price per L.F.
- d. Thermoplastic striping, solid white or yellow, 6" wide, price per L.F.
- e. Thermoplastic striping, skip, yellow or white, 6" wide, price per L.F.
- f. Thermoplastic striping, solid white, 8" wide, price per L.F.
- g. Thermoplastic striping, solid yellow, 8" wide, price per L.F.
- h. Thermoplastic striping, solid white, 12" wide, price per L.F.
- i. Thermoplastic striping, solid white, 18" wide, price per L.F.
- j. Thermoplastic striping, solid yellow, 18" wide, price per L.F.
- k. Thermoplastic striping, solid white, 24" wide, price per L.F.
- l. Thermoplastic directional arrow, white, price per each
- m. Thermoplastic street messages (Merge, School, R/R Crossing,) price per each
- n. Reflective pavement markers, price per each
- o. Temporary reflective pavement markers, price per each
- p. Temporary striping, single solid white, 4" wide, price per L.F.
- q. Temporary striping, single solid white, 6" wide, price per L.F.
- r. Temporary striping, solid yellow, 4" wide, price per L.F.
- s. Temporary striping, solid yellow, 6" wide, price per L.F.
- t. Temporary striping, skip, white or yellow, 4" wide, price per L.F.
- u. Temporary striping, skip, white or yellow, 6" wide, price per L.F.

- v. Temporary striping, solid white, 12” wide, price per L.F.
 - w. Temporary striping, solid white, 24” wide, price per L.F.
 - x. Temporary directional arrow, white, price per each
 - y. Temporary street messages, price per each
 - z. Paint striping, single solid blue, 4” wide, (Handicap marking,) price per L.F.
 - aa. Paint striping, solid, white or yellow, 4” wide, for parking stalls, price per L.F.
 - ab. Remove existing pavement markings, using a rotary grinder (milling-type grinder is not acceptable), price per L.F.
 - ac. Remove existing reflective pavement markers, using a rotary grinder (milling-type grinder is not acceptable), price per each.
3. Invoicing/Payment

All invoices must contain detailed information as to the type and quantity of marking provided. Information on invoices will be verified by field measurement of markings applied. Invoices are to be submitted upon completion of an entire work order.

K. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City’s Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but

not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

(1) Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor’s negligent acts or omissions in connection with Contractor’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined

XX independent contractors personal injury
 XX personal injury
 ___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
 XX owned
 XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

- (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to Bid solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the forms furnished by the City.
 - 1.2. Bids must submit their response via the eBid System.
 - 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
 - 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
 - 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
 - 1.6. Late bids will not be considered.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and

- thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. **Taxes**
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete

- manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Qualifications/Inspection**
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. **Anti-collusion Statement**
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and

technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
- All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
- As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
- There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor
- The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders
- All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records
- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. 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 City;
- d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Item	Estimated Annual Quantity	Description	Unit Price	Total
a.	51,000 L.F.	thermoplastic striping, single solid white, 4" wide	\$ _____ /L.F.	\$ _____
b.	29,100 L.F.	thermoplastic striping, solid yellow, 4" wide	\$ _____ /L.F.	\$ _____
c.	30,100 L.F.	thermoplastic striping, skip, white or yellow, 4" wide	\$ _____ /L.F.	\$ _____
d.	128,880 L.F.	thermoplastic striping, solid white or yellow, 6" wide	\$ _____ /L.F.	\$ _____
e.	88,700 L.F.	thermoplastic striping, skip, white or yellow, 6" wide	\$ _____ /L.F.	\$ _____
f.	8,000 L.F.	thermoplastic striping, solid white, 8" wide	\$ _____ /L.F.	\$ _____
g.	7,000 L.F.	thermoplastic striping, solid yellow, 8" wide	\$ _____ /L.F.	\$ _____
h.	22,500 L.F.	thermoplastic striping, solid white, 12" wide	\$ _____ /L.F.	\$ _____
i.	11,600 L.F.	thermoplastic striping, solid white, 18" wide	\$ _____ /L.F.	\$ _____
j.	5,100 L.F.	thermoplastic striping, solid yellow, 18" wide	\$ _____ /L.F.	\$ _____
k.	14,800 L.F.	thermoplastic striping, solid white, 24" wide	\$ _____ /L.F.	\$ _____
l.	2,010 each	thermoplastic directional arrow, white	\$ _____ /each	\$ _____
m.	325 each	thermoplastic street message	\$ _____ /each	\$ _____
n.	13,057 each	reflective pavement markers	\$ _____ /each	\$ _____

Item	Estimated Annual Quantity	Description	Unit Price	Total
o.	2,500 each	temporary reflective pavement markers	\$ _____/each	\$ _____
p.	15,000 L.F.	temporary striping, single solid white, 4" wide	\$ _____/L.F.	\$ _____
q.	17,600 L.F.	temporary striping, single solid white, 6" wide	\$ _____/L.F.	\$ _____
r.	20,100 L.F.	temporary striping, solid yellow, 4" wide	\$ _____/L.F.	\$ _____
s.	11,600 L.F.	temporary striping, solid yellow, 6" wide	\$ _____/L.F.	\$ _____
t.	17,100 L.F.	temporary striping, skip white or yellow, 4" wide	\$ _____/L.F.	\$ _____
u.	2,500 L.F.	temporary striping, skip white or yellow, 6" wide	\$ _____/L.F.	\$ _____
v.	2,000 L.F.	temporary striping, solid white, 12" wide	\$ _____/L.F.	\$ _____
w.	3,500 L.F.	temporary striping, solid white, 24" wide	\$ _____/L.F.	\$ _____
x.	90 each	temporary directional arrow	\$ _____/each	\$ _____
y.	86 each	temporary street message	\$ _____/each	\$ _____
z.	2,150 L.F.	paint striping, solid blue, 4" wide	\$ _____/L.F.	\$ _____
aa.	5,000 L.F.	paint striping, solid white or yellow, 4" wide, for parking stalls	\$ _____/L.F.	\$ _____
ab.	1,000 L.F.	remove existing pavement markings using rotary grinder	\$ _____/L.F.	\$ _____
ac.	300 each	remove existing reflective pavement markers using rotary grinder	\$ _____/each	\$ _____
<u>GRAND TOTAL</u>				\$ _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For temporary and standard paint striping, minimum job size (dollar amount):

_____ (not to exceed \$250.00)

For thermoplastic striping, minimum job size (dollar amount):

_____ (not to exceed \$900.00)

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

**REQUESTED INFORMATION BELOW IS ON QUALIFICATIONS OF BIDDERS
FORM IN BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN
ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE RESPONSE
ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM**

QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work specified herein, and to be considered for award, each Bidder shall furnish the information requested below, with their bid proposal.

What is the last project of this nature that you have completed?

Have you ever failed to complete work awarded to you? If Yes, where and why?

List all work, similar to the work specified herein, performed over the **last year**. (Attach additional information on separate sheet.)

Project Name _____

Owner's Name _____

Owner's Address _____

Telephone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

List all work of similar type, complexity and comparable value over the **past five (5) years** and the nature of work performed. (Attach additional information on separate sheet.)

Project Name _____

Owner's Name _____

Owner's Address _____

Telephone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

The following are names of three (3) individuals or corporations for which you have performed work of this nature, which you list as references, (excluding the City of Pompano Beach):

Reference #1, Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Reference #2, Name _____

Address: _____

Telephone Number: _____

Contact Person: _____

Reference #3, Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Will you sub-contract any part of the work specified herein? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. (Attach additional information as required)

Classification of Work	Name and Address of Subcontractor

What equipment do you own that is available for the proposed work? _____

What equipment will you rent for the proposed work? _____

What equipment will you purchase for the proposed work? _____

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000000628

Entity Name: AMROAD, LLC

Current Principal Place of Business:

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Current Mailing Address:

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

FEI Number: 26-3976898

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MONTECALVO, CARLOS J
3975 PEMBROKE RD
HOLLYWOOD, FL 33021 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MGRM
Name MONTECALVO, CARLOS
Address 21396 MARINA COVE CIRCLE, UNIT
J15
City-State-Zip: AVENTURA FL 33180

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLOS MONTECALVO

MANAGER

04/01/2016

_____ Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

Florida Limited Liability CompanyAMROAD, LLC

Filing Information

Document NumberL09000000628FEI/EIN Number26-3976898Date Filed01/05/2009Effective Date01/02/2009StateFLStatusACTIVELast EventLC AMENDMENTEvent Date Filed02/16/2009Event Effective DateNONE

Principal Address

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Changed: 03/19/2011

Mailing Address

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Changed: 03/19/2012

Registered Agent Name & AddressMONTECALVO, CARLOS J
3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Name Changed: 03/19/2012

Address Changed: 03/19/2012

Authorized Person(s) Detail**Name & Address**

Title MGRM

MONTECALVO, CARLOS
21396 MARINA COVE CIRCLE, UNIT J15
AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2014	02/08/2014
2015	02/12/2015
2016	04/01/2016

Document Images

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03/29/2010 -- ANNUAL REPORT	View image in PDF format
02/16/2009 -- LC Amendment	View image in PDF format
01/05/2009 -- Florida Limited Liability	View image in PDF format



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: Emily Aceti, Community Services Manager
DATE: 1/25/2018
SUBJECT: Adoption of the Broward County Local Mitigation Strategy Plan

Recommendation

To allow for Council approval of the Broward County Local Mitigation Strategy (LMS) Plan as required by Broward County and FEMA.

Strategic Priorities

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

Background

On December 12, 2017, the Broward County Board of County Commissioners adopted the LMS Plan as required by FEMA. The Town of Southwest Ranches has received a request from Broward Emergency Management Agency informing the Town that FEMA requires all municipalities to adopt Broward County's LMS Plan.

The Broward County Local Mitigation Strategy creates a comprehensive mitigation program to minimize the impact of natural and technological disasters through the distribution of grant funds for implementation of requested, needed and approved mitigation projects.

Fiscal Impact/Analysis

With the adoption of this plan, the Town of Southwest Ranches will be eligible for funding from State and Federal sources.

Staff Contact:

Emily M. Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
LMS - TA Approved	1/12/2018	Resolution
Broward County Resolution	12/20/2017	Exhibit

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA OFFICIALLY ADOPTING THE BROWARD COUNTY ENHANCED LOCAL MITIGATION STRATEGY PLAN, WHICH CREATES A COMPREHENSIVE MITIGATION PROGRAM MINIMIZING THE IMPACT OF NATURAL AND TECHNOLOGICAL DISASTERS THROUGH THE DISTRIBUTION OF GRANT FUNDS FOR IMPLANTATION OF REQUESTED, NEEDED, AND TOWN APPROVED MITIGATION PROJECTS WITHIN THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTATION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2017 the Broward County Board of County Commissioners adopted Resolution 2017-650 (EXHIBIT A) supporting and approving the Broward County Enhanced Local Mitigation Strategy (ELMS) Plan; and

WHEREAS, the Federal Emergency Management Agency (FEMA) requires all municipalities to adopt the Broward County Enhanced Local Mitigation Strategy Plan; and

WHEREAS, the ELMS Plan creates a comprehensive mitigation program to minimize the impact of natural and technological disasters through the distribution of grant funds for implementation of requested, needed, and approved mitigation projects; and

WHEREAS, the Town participates in Broward County's Local Mitigation Strategy Task Force; and

WHEREAS, adoption of the ELMS Plan will require implantation of local mitigation initiatives, such as pre-disaster storm water management projects, that can utilize FEMA's financial support and other funding sources; and

WHEREAS, the qualifying mitigation projects include structural/infrastructure initiatives; and

WHEREAS, the entire thirteen (13) square miles within the jurisdictional boundaries of the Town of Southwest Ranches is located in FEMA's Floodplain; and

WHEREAS, the Town adopted Resolution No. 2006-052 officially approving the original Local Mitigation Strategy Plan; and

WHEREAS, the Town adopted Resolution No. 2013-003 officially approving the subsequent Local Mitigation Strategy Plan; and

WHEREAS, the Town Council desires to adopt Broward County's ELMS Plan dated September 2017 as its mitigation strategy action plan for continued enforcement of application floodplain management standards and for emergency management needs.

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

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

Section 2: The Town hereby officially adopts the Broward County Enhanced Local Mitigation Strategy Plan, as may be amended from time to time.

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

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

[Signatures on Following Page]

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 _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
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

114652403.1

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1
2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 ADOPTING THE UPDATE OF THE
5 MULTIJURISDICTIONAL ENHANCED LOCAL MITIGATION
6 STRATEGY ("ELMS") PLAN; AND PROVIDING FOR
7 SEVERABILITY AND AN EFFECTIVE DATE.

8 WHEREAS, Federal Emergency Management Agency (FEMA) regulation
9 44 C.F.R. § 201.6(d)(3) requires local jurisdictions to review and update their Local
10 Mitigation Strategy plans (LMS) every five (5) years to reflect changes in development,
11 progress in mitigation efforts, and changes in priorities in order to maintain eligibility for
12 mitigation project grant funding; and

13 WHEREAS, these plans serve as blueprints for mitigation planning to assist local
14 governments in reducing threats from natural and man-made hazards; and

15 WHEREAS, these plans are submitted to the Florida Division of Emergency
16 Management (FDEM) for initial review and coordination, then to the FEMA for review
17 and approval; and

18 WHEREAS, on January 5, 2010, the Broward County Board of County
19 Commissioners (the "Board") adopted Resolution No. 2010-015, which approved the
20 December 2009 LMS; and

21 WHEREAS, on February 5, 2013, the Board adopted Resolution No. 2013-034,
22 which approved an Enhanced Local Mitigation Strategy (ELMS) modifying and
23 improving the previous LMS; and

24 WHEREAS, on April 26, 2016, the Board approved an Agreement between
Broward County (the "County") and FDEM for the Pre-Disaster Mitigation Grant
Program in support of an enhanced mitigation planning program; and

1 WHEREAS, on June 12, 2017, and August 17, 2017, the County's Emergency
2 Management Division (EMD) held public meetings to gather public comments prior to
3 submitting the proposed ELMS to the FDEM and FEMA for final review and
4 approval; and

5 WHEREAS, on October 18, 2017, the FDEM issued an approval of the proposed
6 ELMS pending adoption by the County; and

7 WHEREAS, FEMA's approval of the County's current ELMS will expire on
8 March 18, 2018, NOW, THEREFORE,

9
10 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
11 BROWARD COUNTY, FLORIDA:

12
13 Section 1. That the foregoing clauses are hereby ratified and confirmed as
14 being true and correct and are hereby made a specific part of this Resolution upon
15 adoption hereof.

16 Section 2. That the Board hereby adopts the multijurisdictional ELMS plan
17 approved by FDEM as meeting all current requirements for such a plan.

18 Section 3. SEVERABILITY.

19 If any portion of this Resolution is determined by any Court to be invalid, the
20 invalid portion shall be stricken, and such striking shall not affect the validity of the
21 remainder of this Resolution. If any Court determines that this Resolution, or any
22 portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies),
23 property(ies), or circumstance(s), such determination shall not affect the applicability
24 hereof to any other individual, group, entity, property, or circumstance.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

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Section 4. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this 12 day of December, 2017. H-27

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ Mark A. Journey 11/20/17
Mark A. Journey (date)
Assistant County Attorney

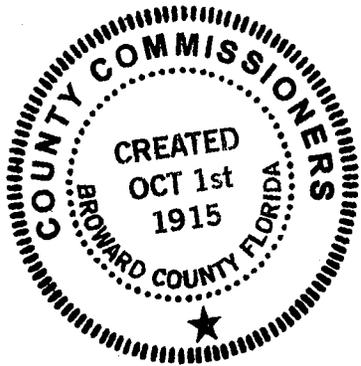
MAJ/mm
11/20/17
Emergency Local Mitigation Plans Reso
#17-008
#17-111

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution 2017-650, the same appears in the minutes of said Board of County Commissioners meeting held on the 12th day of December, 2017. (Item 27)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal dated this 20th day of December, 2017.



BERTHA HENRY
COUNTY ADMINISTRATOR

By *Godi Gardner*
Deputy Clerk

(SEAL)



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: Sandra Luongo, General Services Manager
DATE: 1/25/2018
SUBJECT: Town Utility Vehicle Purchase

Recommendation

To place this item on the Town Council agenda for consideration and approval to purchase new Town utility vehicle from Garber Chrysler Dodge Jeep, Inc.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

This request is to replace one (1) of the Town’s three (3) fleet vehicles at Town Hall which are all reaching their end-of-life cycle. Currently, the mileage for each vehicle is over 100k miles and one of the vehicles (Dodge Durango, 2009) is not operational.

Pricing was piggybacked via the Florida Sheriff’s Association (FSA) agreement number FSA 17-VEL25.0. Considering the base prices listed below, Town staff recommends purchasing a 2018 Ram 2500 Tradesman 4x4 Crew Cab 6’6” box pickup truck which offers numerous advantages for Townwide vehicular services.

Vehicle	Base Price
Dodge – 2018 Ram 2500 Tradesman 4x4 Crew Cab 6’6” Bed	\$25,659
Ford – 2018 F-250 ¾ Ton 4x4 Crew Cab 6.75’ Bed	\$26,994
Chevy – 2018 Chevy Silverado 2500 4WD Crew Cab 6.5’ Bed	\$28,698

Additional recommended options are detailed below. These options are priced similarly across the board and do not change the price ranking or recommendation.

Additional Options Description	Amount
ENGINE: 6.4L HEAVY DUTY V8 HEMI W/MDS	\$ 498.00
CLASS V TOWING WITH WIRING, BAR AND 2" BALL	\$ 98.00
TRAILER BRAKE CONTROL	\$ 293.00
POWER BLACK TRAILER TOW MIRRORS -inc: Trailer Tow Mirrors	\$ 193.00
BLACK TUBULAR SIDE STEPS	\$ 443.00
UNDER RAIL BOX BEDLINER	\$ 303.00
REMOTE KEYLESS ENTRY	\$ 188.00
TINT ALL WINDOWS TO LEGAL LEVEL	\$ 299.00
ROOF MOUNTED BEACON (Amber)	\$ 246.00
CAB HIGH TOPPER PAINTED TO MATCH	\$ 1,698.00
UPGRADE TO WINDOORS ilo STANDARD SIDE WINDOWS FOR TOPPER	\$ 300.00
YELLOW CITY TAG	\$ 116.55
(1) HOUR LABOR FOR BEACON INSTALL WITH CAB MOUNT SWITCH	\$ 105.00
DEALER INSTALLED LEATHER SEATING	\$ 1,598.00
6YR/100K MILE \$0 DEDUCTIBLE MAXIMUM CARE WARRANTY	\$ 3,445.00
Total Additional Options	\$ 9,823.55
GRAND TOTAL OF DODGE PURCHASE	\$35,482.55

Fiscal Impact/Analysis

The Fiscal year 2017-2018 budget provides for \$30,000 towards the purchase of a new vehicle; a budget adjustment is needed for an additional \$5,482.55 by increasing the General Fund Appropriated Fund Balance account (001-0000-399-39900) in the amount of \$5,482.55 and increasing the General Fund Non Departmental Machinery and Equip-ment account (001-3900-519-64100) in the amount of \$5,482.55.

Staff Contact:

Sandra Luongo, General Services Manager
 December Lauretano-Haines, PROS Manager
 Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Vehicle Purchase Reso - TA Approved	1/12/2018	Resolution

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FOUR HUNDRED AND EIGHTY-TWO DOLLARS AND FIFTY-FIVE CENTS (\$35,482.55) TO PURCHASE A NEW UTILITY VEHICLE; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2017/2018 BUDGET FOR A UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current utility vehicles utilized by the Town are all reaching the end of their useful life; and

WHEREAS, the Town desires to acquire a new 2018 Ram 2500 Tradesman Crew Cab 6'6" Box to replace one of these vehicles as it offers numerous advantages for vehicular service of the community; and

WHEREAS, the Town piggybacked off the agreement with the Florida Sheriff's Association agreement number FSA 17-VEL25.0 to secure contract rates for this purchase; and

WHEREAS, the Town Council desires to issue a purchase order not to exceed \$35,482.55 based upon the quote attached hereto as Exhibit "A" with Garber Chrysler Dodge Jeep, Inc; and

WHEREAS, the Town budgeted \$30,000 in the FY 2018 budget to replace one of the existing utility vehicles; and

WHEREAS, as the quote exceeds the original budgeted amount for FY 2018 a budget adjustment is needed in the amount of \$5,482.55.

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

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

SECTION 2. AUTHORIZATION. The Town Council hereby authorizes the issuance of a purchase order in an amount not to exceed thirty-five thousand four hundred and eighty-two dollars and fifty-five cents (\$35,482.55) with Garber Chrysler Dodge Jeep, Inc. to purchase one new 2018 Ram 2500 Tradesman Crew Cab 6'6" Box; and

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

SECTION 4. BUDGET ADJUSTMENT. In accordance with the Town Charter and the budget adopted in Ordinance 2017-015, a FY 2017-2018 Budget amendment totaling \$5,482.55 is required by increasing the General Fund Appropriated Fund Balance account (001-0000-399-39900) in the amount of \$5,482.55 and increasing the General Fund Non Departmental Machinery and Equipment account (001-3900-519-64100) in the amount of \$5,482.55.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 25th day of January, 2018, on a motion by _____, seconded by

_____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney



Town of Southwest Ranches

Specification #	57
Unit Description	DJ7L92

Prepared for: _____ Prepared by: _____

11/30/2017
 Town of Southwest Ranches
 Attn: Mara Semper
msemper@southwestranches.org
 954-434-0008 Ext 7477

Garber Chrysler Dodge Truck
 Ryan Davis
 (904) 264-2442 ext.2350 FAX: (904) 284-0054
 3408 Hwy 17 Green Cove Springs, FL 32043
rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association. (https://www.fisheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/). Purchasing contract number is FSA17-VEL 25.0, expiring September 30th, 2018 for – Police Rated Vehicles/Motorcycles, Sedans & Light Trucks. If you have any questions regarding this quote please call!

		Base Price
DJ7L92	2018 Ram 2500 Tradesman 4x4 Crew Cab 8' Box	\$25,809.00
Codes	Optional Equipment	Unit Price
		Net Price
DJ7L91	SHORT WHEELBASE 6'6" BED	-150
22A	QUICK ORDER PACKAGE 22A TRADESMAN	Included
ESA	ENGINE: 6.4L HEAVY DUTY V8 HEMI W/MDS	498
DFP	TRANSMISSION: 6-SPEED AUTOMATIC	Included
DME	3.73 AXLE RATIO	Included
PW7	BRIGHT WHITE CLEARCOAT (Or Standard Paint Color)	Included
TXX8	DIESEL GRAY/BLACK, HEAVY DUTY VINYL 40/20/40 SPLIT BENCH SEAT	Included
DSA	ANTI-SPIN DIFFERENTIAL REAR AXLE	Included
BB	CLASS V TOWING WITH WIRING, BAR AND 2" BALL	98
XHC	TRAILER BRAKE CONTROL	293
GPG	POWER BLACK TRAILER TOW MIRRORS -inc: Trailer Tow Mirrors, Exterior Mirrors Courtesy Lamps, Exterior Mirrors w/Supplemental Signals	193
MRU	BLACK TUBULAR SIDE STEPS	443
XME	UNDER RAIL BOX BEDLINER	303
GXM	REMOTE KEYLESS ENTRY	188
	Front License Plate Bracket	Included
TINT	TINT ALL WINDOWS TO LEGAL LEVEL	299
W-RBL	ROOF MOUNTED BEACON (Amber)	246
CHT	CAB HIGH TOPPER PAINTED TO MATCH	1698
WD	UPGRADE TO WINDOORS ilo STANDARD SIDE WINDOWS FOR TOPPER	300
YTAG	YELLOW CITY TAG	116.55
INST	(1) HOUR LABOR FOR BEACON INSTALL WITH CAB MOUNT SWITCH	105
OPTION	DEALER INSTALLED LEATHER SEATING	\$1,598.00
OPTION	6YR/100K MILE \$0 DEDUCTIBLE MAXIMUM CARE WARRANTY	\$3,445.00
OPTION	6YR/75K MILE \$0 DEDUCTIBLE MAXIMUM CARE WARRANTY	\$2,635.00
TOTAL PURCHASE AMOUNT PER VEHICLE		\$ 30,439.55

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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 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: Andy Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator and Mara Semper,
Procurement and Budget Officer
DATE: 1/25/2018
SUBJECT: Surplus Town Property - Vehicle

Recommendation

Staff is recommending Council approval of the attached resolution declaring a vehicle as surplus inventory.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The TSWR budgeted during FY 2018 the purchase of one (1) Townwide utility vehicle which is being recommended for purchase on the January 2018 agenda. Given the acquisition of the new vehicle, the TSWR intends to dispose of the vehicle which is being replaced and is at the end of its useful life.

Due to the low volume of items needed to be auctioned, the Town will be joining the Town of Davie's surplus auction. The contracted vendor utilized for the services is Fischer Auction Company. The auction will take place on February 10, 2018 at 10:00 AM on the Bergeron Rodeo Grounds in Davie, FL. where the vehicles will be sold "as is and where is."

Fiscal Impact/Analysis

Fisher Auction Company charges and collects a ten percent (10%) buyer's premium as earned commission. The Town will receive net proceeds from the surplus auction within five (5) business days after the auction date.

Staff Contact:

Mara Semper, Procurement and Budget Officer
Martin Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Town Surplus Reso - TA Approved	1/12/2018	Resolution
Exhibit A	1/19/2018	Exhibit

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING A TOWN VEHICLE AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS VEHICLES AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Southwest Ranches has a vehicle that has reached the end of its useful life; and

WHEREAS, the Town Administrator desires to dispose of this vehicle and to declare it as surplus inventory; and

WHEREAS, this Resolution serves to authorize the Town Administrator to declare this vehicle as surplus inventory and to properly dispose of it accordingly.

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 declares the vehicle, itemized and attached hereto as Exhibit "A", as surplus inventory.

Section 3: The Town Council hereby waives all applicable procurement code provisions that may be to the contrary, and it authorizes the Town Administrator to explore all available options to dispose of this surplus inventory. In the event that the surplus cannot be sold, or in the event that no governmental or bona fide not-for-profit entity wants it, the Town Administrator is authorized to destroy and discard the surplus.

Section 4. The Mayor, Town Administrator, and Town Attorney, are hereby authorized to execute any and all documents necessary and proper to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its

adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2018 on a motion by _____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

114653310.1

Exhibit A

Town of Southwest Ranches Surplus Items

Seller internal Identification #	Description	Vin Number	Mileage (approximate)	Year	Make	Model
1403	Town Utility Vehicle	1D8HD38P89F713900	108,000	2009	Dodge	Durango

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

December 14, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Town Administrator Andrew D. Berns

Vice Mayor Freddy Fisikelli

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Steve Breitzkreuz

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member Denise Schroeder

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 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Legislative Session – Representative Jenne & Representative Stark

Representative Evan Jenne and Representative Richard Stark presented an update on the upcoming legislative session in 2018.

4. I-75 Express Lanes – Gerdy St. Louis, Community Outreach Specialist

Gerdy St. Louis, Community Outreach Specialist, representing the Florida Department of Transportation (FDOT) narrated a PowerPoint presentation concerning the I-75 express lane project.

5. Recognition – City of Tamarac IT – 2017 Digital Cities Survey Award

Levent Sucuoglu and James Twigger representing the City of Tamarac Information Technology Department were recognized for their department receiving the 2017 Digital Cities Survey Award.

6. Public Comment

The following members of the public addressed the Town Council: Mike Hanley, Newell Hollingsworth, and David Kuczenski.

7. Board Reports

Bob Hartmann, Chair of the Drainage and Infrastructure Advisory Board (DIAB), spoke about the challenges that the installation of guardrails has created. It has minimized where bulk can be placed in front of a residence. Over time the placement of bulk in the same location creates larger holes which undermines the roads and the canal banks. The DIAB has recommended that new homes be required to build a slab for the collection of bulk. He also spoke about traffic signs and road striping that are in bad shape and urged the Town to have a site survey performed by Broward County Traffic Engineering Division. Lastly, he spoke about the traffic out west near Franklin Academy. He felt the Town needed to push for Griffin Road to be widened out west and to include bike lanes.

8. Council Member Comments

Council Member Jablonski wished everyone Happy Holidays. He reminded everyone that the Household Hazardous Waste and Shred A Thon event would be on January 13th at the Rolling Oaks Park.

Council Member Schroeder wished everyone Happy Holidays and also thanked staff for the Holiday Party that was recently held. She congratulated the Volunteer Fire Rescue Department on their successful Santa run this year.

Council Member Breitreuz indicated that he was in contact with Scott Brunner of the Broward County Traffic Engineering Division who indicated that more time was needed to evaluate the intersection at Griffin Road and Weston Road. Mr. Brunner had also performed an assessment of the traffic going into 190th Avenue from Griffin Road. A second assessment was being scheduled and Council Member Breitreuz believed that a left turn lane from Griffin Road would be warranted. Echoing comments made during the Public Comments portion of the meeting, he expressed the Town's website was very slow. He addressed the recommendations made by the DIAB and felt that Town staff needed to explore them further. He believed that a "stronger pitch" needed to be made to Broward County and the MPO regarding the improvements to Griffin Road since they are improving Everglades Holiday Park which will draw more visitors. Mayor McKay suggested drafting a resolution to this effect. Town Attorney Poliakoff suggested instead that the Town reach out to Richard Tornese of the Broward County Highway Division. Council Member Breitreuz commended staff for the exceptional job he believed that was done in response to Hurricane Irma, but spoke of the improvements that could be made in communicating information to the public concerning debris removal and the eventual pick up of regular bulk waste. He spoke of his discussion with Assistant Town Administrator/Town Clerk Muñiz about developing a graphical representation of the expected debris collection passes that could be placed on the Town's website. Town Administrator Berns also believed that the area that held the greatest opportunity for improvement was communication. However, he cautioned that there were many aspects to the communication effort that would continue to make it a challenge in the future. He advised that a recent communication was sent out to the HOA presidents seeking their input on how the Town could better communicate with their respective residents.

Council Member Breitreuz also expressed a desire to better communicate the status of active code cases. He asked that all active code cases be listed on the Town website. Town Administrator Berns cited an example that exactly illustrated Council Member Breitreuz' issue. Council Member Jablonski asked if the intent was to list every code call. Council Member Breitreuz clarified that only open active cases where Code believes that a real issue exists. Town Attorney Poliakoff suggested that the Town Council pattern this listing after the system used by the City of Fort Lauderdale. Lastly, he indicated that he would not seek reelection when his term ended in 2018.

Vice Mayor Fisikelli also announced that he would not seek reelection when his term ended.

Mayor McKay wished everyone Happy Holidays. He thanked his colleagues on the Town Council for their service.

9. Legal Comments

Town Attorney Poliakoff thanked Council Member Breitkreuz for his incredible service to the community over the years. He spoke about how much scrutiny is placed on elected officials and indicated what a difficult job it was. He spoke about his discussions with the Town's lobbyists, Southern Strategies Group to formulate bills for the upcoming session concerning the requirement for both municipalities to consent before allowing any deannexation, and the requirement for consent when one municipality intends to purchase land within the boundaries of another municipality. He advised that when Council Members are approached by those seeking elected office they should be asked what their stance is on the issue of deannexation of the Town. He wished everyone a Happy Holiday Season.

10. Administration Comments

Town Administrator Berns asked that agenda item 20 (Town Administrator/Town Financial Administrator Annual Review) be deferred until the next meeting which would be held on January 25th. He wished everyone a happy and healthy holiday season.

Ordinance – 1st Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2018-2022 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Resolutions

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

MOTION: TO APPROVE THE RESOLUTION.

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

MOTION: TO APPROVE THE RESOLUTION.

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

MOTION: TO APPROVE THE RESOLUTION.

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

MOTION: TO APPROVE THE RESOLUTION.

16. 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 Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, 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 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 Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, 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 A PIGGYBACK AGREEMENT WITH ADVANCED MODULAR STRUCTURES, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$250,625) TO COMPLETE THE FIRE MODULAR PROJECT AT 17220 GRIFFIN ROAD; 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 Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO TWO CAVEATS: 1) BUILDING INSPECTION NOW AND ONCE DELIVERED. 2) KEEP CLOSE EYE AND NOTE ANY DEFICIENCIES WITHIN FIRST 30 DAYS.

Discussion

19. Code Compliance Update – Robert Solera, Community Development Director
Mr. Solera summarized a brief presentation on his findings related to businesses operating in residential neighborhoods based on previous Town Council discussion that occurred at the September 13, 2017 meeting. He indicated that the issues identified were an increase in traffic, unsafe staging of multiple commercial vehicles, commercial waste being set out with residential waste, and large-scale mulching operations. He recommended several Code revision suggestions to address these issues.

Members of Town Council rejected the suggested Code revision concerning increasing the number of commercial vehicles allowed on the site from 2 to 3. Council Member Jablonski asked what the definition of "large" was in regards to the recommendation to proactively pursue "large commercial operations." Mr. Solera responded that no specific definition had been created but he envisioned businesses that were larger than home based businesses, such as those requiring a Certificate of Use.

Town Attorney Poliakoff clarified that prior to the Town's incorporation, the County zoning did not allow commercial vehicles to stay at a residence. Once the Town incorporated, the zoning was changed to allow up to two commercial vehicles. An employee of the business is not allowed to

drive a commercial vehicle back to someone's residence. He cited the definition of a commercial vehicle from the Town Code. He believed that it was possible to define a "large commercial operation" but he was unsure if the Town Council would be happy with any other definition than what is in place now because when large commercial operations are operating out of a home, residents complain already. He did not believe that this needed to be pursued proactively. Town Administrator Berns indicated that the reason this was suggested for proactive enforcement was because there have been many instances where a Certificate of Use was issued for one Use and years later it is determined that the Use permitted is different than the Use currently occurring. He believed that having the ability to inspect more frequently would provide better oversight of rogue uses. Council Member Breitkreuz believed that an inspection every other year would be prudent. He believed that "large commercial operations," which Town Attorney Poliakoff later defined as "appearing to have more than 5 employees and which exceeds the number of vehicles found at a home based business," should be proactively regulated by Code Enforcement, and inspections should be done every other year.

Mayor McKay asked about above ground fuel tanks for nurseries. He spoke about a recent incident where someone was cited even though they were licensed by Broward County. Town Attorney Poliakoff indicated he would bring forward an ordinance to address these issues.

Mayor McKay also raised an issue regarding mulching operations. It was his understanding when the mulching ordinance was passed in September that the Town would first pursue those with heavy equipment operations. Instead he believed that the Town was pursuing all mulching and composting operations. He felt this was a bad idea as it would increase the instances of illegal dumping throughout the Town. Town Attorney Poliakoff advised that there was nothing in the Town Code or the County Code that allowed a business to bring vegetative debris back to their property to mulch. Mr. Solera clarified that the County Code allows a business to store up to 100 cubic yards of debris that emanated from their own property. Mayor McKay suggested that this use be allowed on the perimeter roads of the Town. The remainder of the Town Council objected to this idea.

20. Town Administrator/Town Financial Administrator Annual Review
Deferred until January 25, 2018 earlier in the meeting.

- 21.** Approval of Minutes
- a. October 26, 2017 - Regular Meeting
 - b. November 9, 2017 - Regular Meeting
 - c. November 28, 2017 – Special Meeting

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

MOTION: TO APPROVE THE MINUTES.

22. Adjournment - Meeting was adjourned at 10:16 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 25th day of January, 2018.*

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.

DRAFT