



Southwest Ranches Town Council

REGULAR MEETING

Agenda of February 22, 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

3. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Resolutions

- 8. 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 TWENTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$26,877.00) TO PURCHASE A NEW UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE. {Tabled from February 8, 2018}**
- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH KEITH AND ASSOCIATES, INC. IN THE AMOUNT OF THIRTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$38,640) FOR ENGINEERING AND SURVEYING SERVICES FOR THE**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FUNDED DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN
ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND
PROVIDING AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND EIGHT HUNDRED DOLLARS AND THIRTEEN CENTS (\$50,800.13) TO MOTOROLA SOLUTIONS, INC. TO PURCHASE PUBLIC SAFETY COMMUNICATION EQUIPMENT FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

Discussion

- 11. Geographic Information Systems (GIS) Update**
- 12. Proposed FY 2018-2019 Budget Calendar**
- 13. Approval of Minutes**
 - a. February 8, 2018 Regular Meeting**
- 14. 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: Sandra Luongo, General Services Manager and Mara Semper, Procurement and Budget Officer
DATE: 2/22/2018
SUBJECT: New Utility Vehicle Purchase

Recommendation

To place this item on the Town Council agenda for consideration and approval to purchase new Town utility vehicle from AutoNation Chrysler Dodge Jeep Ram Pembroke Pines.

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.

Original Recommendation

This agenda item was tabled from January 25, 2018 Town Council meeting and reflects revisions based on feedback received regarding truck size, towing capacity and other additional options. Pricing is piggybacked via the Florida Sheriff's Association (FSA) agreement number FSA 17-VEL25.0. Detailed below is the original recommended vehicle (2018 Ram 2500 Tradesman 4x4 Crew Cab) base price as compared to different vehicles make in the same 2500 series.

¾ ton Crew Cab 4x4 – 2500 series:

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

Revised Recommendation

Staff is now recommending a ½ ton pickup truck. Based on the different vehicles make base prices, the lowest priced vehicle recommended for purchase is the 2018 Ram 1500 Crew Cab 4X2.

½ ton Crew Cab 4x2 – 1500 series:

Vehicle	Base Price
Dodge – 2018 Ram - 5'7" Bed	\$19,189
Chevy – 2018 Silverado - 5.5' Bed	\$22,327
GMC – 2018 Sierra – 5.5' Bed	\$22,664

Additional recommended options are detailed below. It is important to note that the standard V6 engine the Dodge truck comes with only tows 4,510 lbs., therefore a V8 engine with a towing capacity of 8,070 lbs. was added.

Additional Options Description	Amount
5.77L Hemi V-8 (towing capacity 8,070 lbs)	\$ 1,945.00
Class 1V trailer Tow with wiring and 2: Ball. Trailer Brake Control and Power Mirrors	\$ 754.00
Black Tubular Steps	\$ 594.00
Under Rail Bedliner	\$ 335.00
Legal Deep Tint	\$ 195.00
Roof Mounted Amber Beacon	\$ 315.00
Transfer "CITY" Tag	\$ 155.00
Warranty - 7 Year 100,000 Miles \$100 Deductible	\$ 3,395.00
Vinyl Seats	\$ 0.00
Exterior color white w/ darkest interior possible	\$ 0.00
Keys: Two (2) per vehicle, single key locking system	\$ 0.00
Total Additional Options	\$ 7,688.00
GRAND TOTAL OF DODGE PURCHASE	\$26,877.00

Fiscal Impact/Analysis

The Fiscal year 2017-2018 budget provides for \$30,000 towards the purchase of a new vehicle however it is anticipated the vehicle will cost \$26,877, plus the cost of Town identification decals.

Staff Contact:

Sandra Luongo, General Services Manager
Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Town Vehicle Purchase -TA Approved	2/15/2018	Resolution
Quote Sheet	2/15/2018	Backup Material

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 TWENTY-SIX THOUSAND EIGHT HUNDRED AND SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$26,877.00) TO PURCHASE A NEW UTILITY VEHICLE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town desires to acquire a new 2018 Ram 1500 Crew Cab 4X2 5'7" Box to replace one of these vehicles as it offers numerous advantages for vehicular services for 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 \$26,877.00 based upon the quote attached hereto as Exhibit "A" with AutoNation Chrysler Dodge Jeep Ram Pembroke Pines; and

WHEREAS, this Utility Vehicle procurement item has been budgeted in the current FY 2017-2018 within the General Fund in the amount of \$30,000 which is more than sufficient to facilitate this acquisition.

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 the amount not to exceed Twenty-Six Thousand, Eight Hundred and Seventy-Seven dollars and Zero Cents (\$26,877.00) with AutoNation Chrysler Dodge Jeep Ram Pembroke Pines to purchase one new 2018 Ram 1500 Crew Cab 4X2 5'7" 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. 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 22nd day of February, 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

114715984.1

AutoNation Chrysler Dodge Jeep Ram



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

CELL PHONE (954) 383-1009		
OFFICE (954) 441-2034	FAX (954) 441-2004	EMAIL SCHENRY1@COMCAST.NET
13601 Pines Blvd. Pembroke Pines, FL 33027		

QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT
FSA17-VEH 15.0 & FSA17-VEL 25.0

PAGE 1 of 1

REQUESTING AGENCY:	Town of Southwest Ranches	
ORIGINAL QUOTE DATE:	2/6/2018	REVISED QUOTE DATE:
CONTACT PERSON:	Mara Semper	
PHONE NUMBER:	954-434-0008 X7477	CELL PHONE:
FAX NUMBER:		e-mail: msemper@southwestranches.org

MODEL:	2018 Ram 1500 Crew Cab 4X2(DS1L98)	SPECIFICATION #:	50
		PAGE #:	
		BASE DISTRICT PRICE:	\$19,189.00

<http://www.flsheriffs.org>

OPTION CODE #	DESCRIPTION	OPTION COST
	EXTERIOR COLOR WHITE W/ DARKEST INTERIOR POSSIBLE	STD
26B	5.77L Hemi V-8	\$1,945.00
TT-1V	Class 1V trailer Tow with wiring and 2: Ball. Trailer Brake Control and Power Mirrors	\$754.00
MRU	Black Tubular Steps	\$594.00
BL	Under Rail Bedliner	\$335.00
DTG	Legal Deep Tint	\$195.00
RMB	Roof Mounted Amber Beacon	\$315.00
TTG	Transfer "CITY" Tag	\$155.00
TOTAL OF OPTIONS:		\$4,293.00
TOTAL COST:		\$23,482.00
QTY <u>1</u> =		\$23,482.00

Comments:

AUTO NATION CRYSLER DODGE JEEP RAM

VEHICLE QUOTED BY: Steve Henry, Fleet Manager schenry1@comcast.net

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. IF there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance



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Southwest Ranches, FL 33330-2628

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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: Rod Ley, Town Engineer
DATE: 2/22/2018
SUBJECT: Surveying and Engineering Design Work for Department of Environmental Protection Funded Drainage Project

Recommendation

Consideration of approval of a Resolution authorizing a work order for Keith and Associates to complete surveying and engineering design for the Florida Department of Environmental Protection funded comprehensive drainage project.

Strategic Priorities

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

Background

The Town of Southwest Ranches has a comprehensive drainage project in our Capital Improvement Element, which is shown on the Town's Tertiary Drainage Plan (TDP). This respective comprehensive drainage project has been approved and prioritized by the Drainage and Infrastructure Advisory Board (DIAB).

The Town was appropriated \$340,000 from the State Legislature for this project. The Town recently entered into an agreement with the Florida Department of Environmental Protection

via Resolution 2018-001 to begin the improvements. The work must be completed before June 30, 2020.

The specific consortium of drainage projects includes the following:

1. Construct catch basin adjacent to 5501 SW 136th Avenue (Holatee Trail) with associated piping and headwall structure connecting to the Central Broward Water Control District (CBWCD) S-33 Canal on the east side of Holatee Trail.
2. Install catch basins and associated piping at the intersection of SW 54th Place and SW 188th Avenue, connecting westward to the South Broward Drainage District (SBDD) No. 12 Canal.
3. Grade swales and install drainage pipe to connect an existing catch basin on SW 178th Avenue and SW 46th Street to the South Broward Drainage District (SBDD) Rolling Oaks Lateral Canal.
4. Install catch basins and associated piping at the SW 201st Avenue cul-de-sac, connecting to the South Broward Drainage District (SBDD) Canal.
5. Upgrade culverts and restoration of eastside swale along Dykes Road from Huntridge Drive to Calusa Corners Park with new underdrain and headwall connections at SW 51st Manor, SW 53rd Court, SW 54th Place and SW 56th Street. New outfalls will connect to the South Broward Drainage District (SBDD) No. 10 Canal.

The Town has a continuing contract with Keith and Associates, and staff desires to issue a Purchase Order for the surveying and engineering design of this project.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2017 approved Budget - Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage).

Keith and Associates provided a proposal for surveying and engineering design in the amount of \$38,640. The total project cost is anticipated to be \$400,000, of which \$340,000 will be funded by FDEP.

Staff Contact:

Rod Ley, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	2/15/2018	Resolution
Exhibit A	1/30/2018	Exhibit

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO KEITH AND ASSOCIATES, INC. IN THE AMOUNT OF THIRTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$38,640.00) FOR ENGINEERING AND SURVEYING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete comprehensive interconnect drainage improvement projects; and

WHEREAS, the State Legislature has graciously appropriated \$340,000 to assist the Town in completing these projects; and

WHEREAS, on October 12, 2017, pursuant to Resolution No. 2018-001, the Town entered into an agreement with the Florida Department of Environmental Protection to accept this funding; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of \$400,000; and

WHEREAS, the Town specifically named this improvement in the FY 2017-2018 Town Budget and budgeted \$400,000 in Account # 101-5100-541-63320 (Infrastructure – Guardrails) to complete this project; and

WHEREAS, these improvements must be completed by June 2020; and

WHEREAS, the projects includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of sod; and

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

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

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

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

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

WHEREAS, Keith and Associates, Inc provided a proposal for surveying and engineering design services for these projects in the amount of Thirty-Eight Thousand Six Hundred Forty Dollars and Zero Cents (\$38,640.00); and

WHEREAS, the Town Council believes the issuance of this purchase order to complete the surveying and design work for the drainage projects is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. Recitals. The above-referenced 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 to Keith and Associates, Inc, in an amount not to exceed Thirty-Eight Thousand Six Hundred and Forty Dollars and Zero Cents (\$38,640.00) for engineering and surveying services relating to the Florida Department of Environmental Protection funded drainage improvements, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

Section 3. Effective Date. That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 22nd day of February, 2018 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

114714161.1

January 9, 2018
Revised January 23, 2018

Rod Ley
Public Works Director / Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
Phone : 954-343-7444
Email : RLey@southwestranches.org

RE: Agreement for Professional Services

Project Name: Drainage Project – DEP Agreement No. LP06012
Project Location: Town of Southwest Ranches
Our Project/Proposal Number: 08711.M0.09

Dear Mr. Ley:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and the Town of Southwest Ranches ("CLIENT") for professional services is submitted for your consideration and approval. CONSULTANT will begin work within three (3) days after receipt of a fully executed copy of this Agreement. Such receipt shall constitute written notice to proceed.

I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services.

CONSULTANT is to provide professional services associated with the design of the following projects:

1. Construction of a catch basin adjacent to 5501 SW 136th Avenue with associated piping and headwall structure connecting to the Central Broward Water Control District (CBWCD) S-33 Canal on the east side of SW 136th Avenue.
2. Incorporate South Broward Drainage District's (SBDD) design of upgraded culverts along Dykes Road from Huntridge Drive to Calusa Corners Park into Keith & Associates' plans.
3. Install catch basins and associated piping at the intersection of SW 54th Place and SW 188th Avenue, connecting westward to the SBDD No. 12 Canal.
4. Grade swales and install drainage pipes to connect an existing catch basin on SW 178th Avenue and SW 46th Street to the SBDD Rolling Oaks Lateral Canal.
5. Install catch basins and associated piping at the SW 201st Avenue cul-de-sac, connecting to the SBDD Canal (easement to be procured by the TOWN).
6. It is intended that these projects will be bid and constructed as a single construction Project with one construction contractor.

II. SCOPE OF SERVICES

Section 1 - Engineering Services

Task 001 Paving, Grading and Drainage Plans

The CONSULTANT shall prepare paving, grading, and drainage plans for the project that meet the requirements of the Town and other regulatory agencies.

Drainage Plans shall include:

- Cover Sheet
 - Drainage Plans
 - Construction Details
 - Construction Specifications and General Construction Notes
 - Erosion Control Plan for inclusion in the Contractor's FDEP Storm Water Pollution Prevention Plan.
-
- It is not anticipated that the new construction will impact existing utility infrastructure, private fences or trees. If removal and replacement of private fence along the drainage route is required for the construction of the Project, the Town will handle any coordination with the adjacent Property owners regarding the removal or replacement of the fence.
 - It is anticipated that the Town will coordinate the bidding or other contracting services required for the Project. The Town may utilize a "Piggyback" of an Government Pushbutton contract.
 - The Town will coordinate and make notifications to the adjacent neighbors and neighborhood as required. These plans do not include relocation of any private structures that encroach in the public right of way. The Town will coordinate any required relocation of private fences, trees etc. that are located in the public right-of-way.
 - Construction oversight on the Consultant's part will be minimal, with only construction observation as required for certification of the Project to the permitting Agencies. The Town will handle the daily construction oversight and pay requisitions.

Task 002 Project Meetings and Miscellaneous Coordination

The CONSULTANT shall attend up to three (3) meetings with CLIENT and/or permitting/jurisdictional agencies to review and coordinate the proposed design. In addition, the CONSULTANT shall provide miscellaneous project coordination efforts in conjunction with those meetings to facilitate completion of the work effort.

Task 003 Permitting

The CONSULTANT shall prepare the permit applications and required storm water management calculations, if any, for the construction of the improvements, as defined by this Agreement, and submit them to the following regulatory agencies. All permit application fees shall be the responsibility of the Town.

- South Broward Drainage District (SBDD)
- Central Broward Water Control District (CBWCD)
- Broward County Environmental Protection and Growth Management Division (BCEPGMD).
- South Florida Water Management District (SFWMD)

Task 004: Construction Observation and Certification Services

CONSULTANT shall provide limited construction observation services in order to certify to the regulatory agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Pre-Construction and Coordination Meetings: Attend one (1) Pre-Construction Meeting and up to two (2) construction coordination meeting.

Shop Drawings: Consultant shall review shop drawings, samples, and other data and reports, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs.

Periodic Site Visits and Construction Observation: Consultant shall visit the Project at intervals appropriate to the various stages of construction, as the Consultant deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the work in order that certification of the project can be made to the permitting agencies. The CONSULTANT will make (5) site visits to observe the construction (Pre-Construction Meeting, Final walk through and (2) during construction.

The Town will provide the primary contact with the Contractor and will handle the daily site visits, Pay request, and all notifications to the Contractor.

Record Drawing Final Certification: The Consultant shall review the as-builts provided by the surveyor. Upon satisfactory review of the record drawings, the Consultant shall prepare and submit the final certification packages to the applicable agencies.

Survey and Preparation of the As-built drawings, Materials testing, density tests, and other construction testing services are not included in this agreement.

Section 2 - Surveying Services

Task 005 Topographic Surveys

CONSULTANT shall prepare Topographic Surveys of Work Elements 1, 3, 4 & 5 together with 4,560 linear feet of Dykes Road as shown below. Surveys shall show all surface improvements and features such as roadways, driveways, surface utilities, etc. Inverts of any drainage and/or sanitary structures will be noted with elevation, size, material and direction. Elevations shall be noted at an interval of approximately 50 feet (100 feet on Dykes), including intermediate changes in

grade. Top of bank, edge of water and soundings will be included in areas of proposed outfalls. Trees will be noted by trunk diameter and common name. Right-of-way and Boundary Lines shall be field-verified.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Broward County Benchmarks shall be utilized and converted to NAVD88 using a VERTCON conversion.

Section 3 – Project Schedule & Compensation

Schedule:

Task 005 Survey Services	5 weeks from NTP
Task 001 Paving, Grading & Drainage Plans	3 weeks form Survey
Task 002 Project Meetings & Misc. Coordination	as needed
Task 003 Permitting	60-90 days from PGD Plans
Task 004 Construction Observation & Certification	3 months from bid

Compensation:

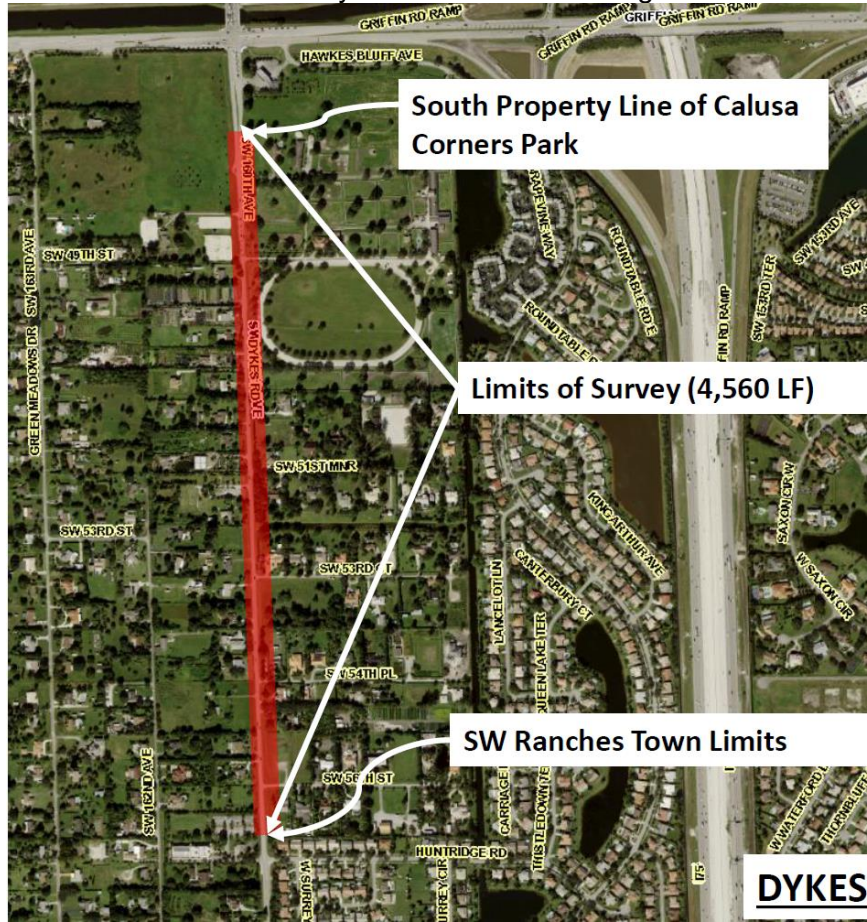
Task 001 Paving, Grading & Drainage Plans	\$8,325.00
Task 002 Project Meetings & Misc. Coordination	\$1,150.00
Task 003 Permitting	\$4,975.00
Task 004 Construction Observation & Certification	\$3,850.00
Task 005 Survey Services	\$19,840.00
Reimbursable Expenses	<u>\$ 500.00</u>
TOTAL FEE	\$38,640.00

Section 4 – Site Maps

WORK ELEMENT #1 – 5501 SW 136th Avenue



WORK ELEMENT #2 – Dykes Road from Huntridge Drive to Calusa Corners Park (Survey only)



DYKES RD. SURVEY LIMITS



WORK ELEMENT #3 – SW 54th Place and SW 188th Avenue



WORK ELEMENT #4 – SW 178th Avenue and SW 46th Street



WORK ELEMENT #5 – SW 201st Avenue Cul-de-Sac



Section 5 - Additional Services

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.

III. COMPENSATION

A). Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the

invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty five (45) days following the invoice date, CONSULTANT may, following seven (7) days prior written notice to CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

PAYMENT DELAY: If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of Keith and Associates, Inc.(the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be effected by an appropriate Subcontractor Change Order.

B). Reimbursable Expenses:

CONSULTANT shall be reimbursed for direct charges as itemized in "Exhibit B". For those out-of-pocket expenses directly chargeable to the project but not itemized in "Exhibit B", CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge.

IV. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A). Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property, and may be used for publication.

B). Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C). Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

D). Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E). Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F). Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

G). Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

V. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

VI. GENERAL PROVISIONS:

A). Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B). No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C). Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.

VII. CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer and completed billing information form.

We appreciate the opportunity to submit our proposal. Martin Grinbank has been selected to serve as project manager. Please contact Mr. Grinbank or myself if you have any questions.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
Keith & Associates, Inc.
Engineers

Eliot Lazowick
Executive Vice President

DATED: _____

As to CLIENT
Town of Southwest Ranches Consulting

Client: _____

Title: _____

DATED: _____

**EXHIBIT A
 PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
01 Administrative Assistant	\$50.00
11 Technician	\$80.00
15 Senior Technician	\$90.00
30 Associate Planner	\$90.00
32 Senior Planner (AICP).....	\$125.00
33 Landscape Designer	\$80.00
34 Senior Landscape Designer	\$100.00
35 Landscape Architect (RLA)	\$125.00
36 ISA Certified Arborist.....	\$125.00
40 Senior Traffic Engineer (PE)	\$160.00
50 Project Engineer	\$100.00
51 Senior Project Engineer	\$115.00
52 Professional Engineer (PE)	\$125.00
53 Field Representative.....	\$75.00
54 Sr Field Representative.....	\$90.00
60 Project Manager.....	\$125.00
61 Senior Project Manager	\$160.00
70 Principal	\$190.00
72 Expert Witness Testimony.....	\$250.00
75 Model Specialist.....	\$100.00
76 BIM/CIM Modeler	\$150.00
77 GIS Specialist	\$100.00
78 Project Surveyor	\$95.00
79 Senior Project Surveyor.....	\$110.00
80 Professional Surveyor & Mapper (PSM).....	\$120.00
81 Survey Party (2) Person	\$110.00
82 Survey Party (3) Person	\$130.00
83 Survey Laser Scanning	\$250.00
90 Utility Crew Supervisor	\$80.00
91 Utility Technician.....	\$70.00
92 Utility Project Manager	\$100.00
93 Utility Project Engineer	\$130.00
95 Utility Coordinator.....	\$120.00
96 Utility Designating/GPR	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface)	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface).....	\$440.00/Each

Effective 7/1/2017

EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 st Class	Current US Postal rate
Mileage:	\$ 0.54 / mile

Any other expenses will be billed at cost plus 10% carrying charge.

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 7/1/17

BILLING INFORMATION FORM

PROJECT NAME:

PROJECT ADDRESS:

SUBDIVISION NAME:

LAND OWNER:

OWNER ADDRESS:

OWNER PHONE NO.: ()

OWNER CELL PHONE NO.: ()

E-MAIL:

JOB SITE SUPERINTENDENT:

JOB SITE PHONE:

PURCHASE ORDER #:

INVOICE:

Company Name

ATTN:

Name

Title

COMPANY ADDRESS:

Street Address/Post Office Box

City/State/Zip Code

PHONE: ()

Area Code/Number

FAX: ()

Area Code/Number

SPECIAL BILLING INSTRUCTIONS:

PROPOSAL FEES

Our Project/Proposal Number		08711.09		Personnel and Hourly Rates					Task Subtotals		
Proposal Date		12/29/2017		11	50	51	52	54		80	81
Tasks		CADD Technician	Project Engineer	Senior Project Engineer	Professional Engineer (PE)	Sr Field Inspector	Professional Surveyor & Mapper (PSM)	Survey Party (2) Person			
No.	Description	\$80.00	\$100.00	\$115.00	\$125.00	\$90.00	\$120.00	\$110.00			
001	Paving, Grading and Drainage Plans		45	30	3					\$ 8,325.00	
002	Project Meetings and Miscellaneous Coordination			10						\$ 1,150.00	
003	Permitting		30	15	2					\$ 4,975.00	
004	Construction Observation and Certification Services				2	40				\$ 3,850.00	
005	Topographic Surveys	50					22	120		\$ 19,840.00	
Personnel Hours		50	75	55	7	40	22	120		\$ 38,140.00	
Personnel Cost		\$ 4,000.00	\$ 7,500.00	\$ 6,325.00	\$ 875.00	\$ 3,600.00	\$ 2,640.00	\$ 13,200.00			
Personnel Subtotal		\$ 38,140.00									
Reimbursible Expenses		\$ 500.00									
Direct Expenses		\$ -									
GRAND TOTAL		\$ 38,640.00									



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: Lee Bennett, Volunteer Fire Chief
DATE: 2/22/2018
SUBJECT: Purchase of public safety communication equipment

Recommendation

To place this item on the Town Council agenda for consideration and approval to purchase public safety communication equipment from Motorola Solutions, Inc.

Strategic Priorities

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

Background

The Town of Davie and Broward County will be switching to TDMA technology during FY 2017-2018, making the existing SWR Volunteer Fire Department communication radios and accessory equipment obsolete.

This request is to purchase one (1) vehicle radio (see exhibit A) and ten (10) portable radios (see exhibit B) in the amount of \$50,800.13. Pricing was piggybacked via the Broward County P25 System and Service Agreement – Motorola Contract #R1422515R1/P1.

Fiscal Impact/Analysis

The Town Budgeted \$51,305 during FY 2017-2018 for the replacement of these radios however it is anticipated the radios will cost \$50,800.13.

Staff Contact:

Lee Bennett, Volunteer Fire Chief

ATTACHMENTS:

Description	Upload Date	Type
Public Safety Radios Purchase - TA Approved	2/15/2018	Resolution
Vehicle Radio Quote - Exhibit A	1/29/2018	Backup Material
Portable Radios - Exhibit B	1/29/2018	Backup Material

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND EIGHT HUNDRED DOLLARS AND THIRTEEN CENTS (\$50,800.13) TO MOTOROLA SOLUTIONS, INC. TO PURCHASE PUBLIC SAFETY COMMUNICATION EQUIPMENT FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and Broward County will be switching to TDMA technology during FY 2017-2018; and

WHEREAS, the existing Southwest Ranches Volunteer Fire Rescue, Inc. (SWRVFR) department communication radios and accessory equipment will become obsolete; and

WHEREAS, The Town seeks to purchase one (1) vehicle radio (see exhibit A) and ten (10) portable radios (see exhibit B); and

WHEREAS, the Town desires to piggyback off of the agreement with the Broward County P25 System and Service Agreement – Motorola Contract #R1422515R1/P1; and

WHEREAS, the Town Council desires to issue a purchase order not to exceed \$50,800.13 based on the quotes from Motorola Solutions, Inc.; and

WHEREAS, this Public Safety-Fire procurement item has been budgeted in the current FY 2017-2018 within the General Fund in the amount of \$51,305 which is more than sufficient to facilitate this acquisition.

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

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

SECTION 2. The Town Council hereby authorizes the issuance of a purchase order in an amount not to exceed \$50,800.13 to Motorola Solutions, Inc.; and

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

SECTION 4. 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 22nd day of February 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

114714113.1

Exhibit "A"



Quote Number: QU0000413670

Effective: 25 AUG 2017

Effective To: 24 OCT 2017

Bill-To:

SOUTHWEST RANCHES, TOWN OF
6589 SW 160TH AVE
SOUTHWEST RANCHES, FL 33331
United States

Attention:

Name: Chief Lee Bennett
Email: LeeBennett242@AOL.COM
Phone: 954-868-2057

Sales Contact:

Name: Linda E Klayman
Email: lindak@signalcommunications.com
Phone: 954-427-9830

Contract Number: R1422515P1_1
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,462.80	\$1,462.80
(Notes)Dual head radios						
1a	2	G892AB	ENH: HAND MIC,GCAI WATER RESISTANT	\$72.00	\$43.20	\$86.40
1b	1	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$259.20	\$259.20
1c	1	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$178.20	\$178.20
1d	1	G24AX	INT: 3 YEAR SERVICE FROM THE START LITE	\$131.00	-	-
1e	1	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	\$15.00	\$15.00
1f	1	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$9.00	\$9.00
1g	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$309.00
1h	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1i	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$25.80	\$25.80
1j	2	G831AD	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$36.00	\$72.00
1k	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1l	1	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$720.00	\$720.00
1m	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.00	\$3.00
1n	1	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$180.00	\$180.00
1o	1	GA00580AA	ADD: TDMA OPERATION	\$450.00	\$270.00	\$270.00
1p	1	GA00092AC	ADD: DUAL-CONTRL HD HARDWARE	\$570.00	\$342.00	\$342.00
2	920	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCRCR LOCATION	\$1.00	\$1.00	\$920.00
(Notes)Installation of 1 dual head unit and removal of old radio at the sametime @ \$920						
3	70	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$70.00
(Notes)Programming of one radio @ \$70.00. No Template included						

Total Quote in USD

\$4,922.40

Installation and/or Programming not included in the price of this quote unless listed as a separate line item in the body of the quote above.

Programming (Does not include Template Creation if required \$500-\$750).

Pricing on this quote cannot be guaranteed unless the quote is converted into an order by the sales contact above. Broward County P25 System and Services Agreement - Motorola Contract # R1422515R1/P1. Pricing valid thru 5/31/2019. The only exception for the pricing is the 3 year service from the start lite will be at no charge until the Broward P25 system cut over which will be approximately December 2018. Once the cut over occurs the 3 year service option will be at list price with no discount. All Purchase Orders should be made out to Motorola Solutions, Inc.. Credit Cards are accepted in lieu of a purchase order. Quote prepared by: Linda Klayman (954) 427-9830 Fax: (954) 571-2070.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

Exhibit "B"



Quote Number: QU0000413534

Effective: 24 AUG 2017

Effective To: 30 NOV 2017

Bill-To:

SOUTHWEST RANCHES, TOWN OF
6589 SW 160TH AVE
SOUTHWEST RANCHES, FL 33331
United States

Attention:

Name: Capt. Darren M. Bock
Email: dbock@southwestranches.org

Sales Contact:

Name: Linda E Klayman
Email: lindak@signalcommunications.com
Phone: 954-427-9830

Contract Number: R1422515P1_1
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	10	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,026.00	\$1,815.60	\$18,156.00
1a	10	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	-	-
1b	10	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$3,090.00
1c	10	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$3.00	\$30.00
1d	10	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$800.00	\$480.00	\$4,800.00
1e	10	QA00580AC	ADD: TDMA OPERATION	\$450.00	\$270.00	\$2,700.00
1f	10	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	\$150.00	\$90.00	\$900.00
1g	10	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$720.00	\$7,200.00
1h	10	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$180.00	\$1,800.00
2	10	NNTN8930A	BATTERY PACK,LITHIUM ION,BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$155.00	\$110.05	\$1,100.50
3	1	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$1,250.00	\$887.50	\$887.50
4	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$106.50	\$532.50
5	700	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$700.00
(Notes)Programming of 10 radios @ \$70.00 x 10 = \$700.00. No Template included						
6	10	PMMN4106B	AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN	\$550.00	\$390.50	\$3,905.00
7	1	5185956E75	INTFC, SER, IC USB PORT ADPTR	\$55.00	\$42.35	\$42.35
8	1	5184054Y03	IC,64KBIT RAM & TIME IBUTTON	\$44.00	\$33.88	\$33.88

Total Quote in USD

\$45,877.73

Installation and/or Programming not included in the price of this quote unless listed as a separate line item in the body of the quote above. Programming (Does not include Template Creation if required \$500-\$750).

Pricing on this quote cannot be guaranteed unless the quote is converted into an order by the sales contact above. Broward County P25 System and Services Agreement - Motorola Contract # R1422515R1/P1. Pricing valid thru 5/31/2019. The only exception for the pricing is the 3 year service from the start lite will be at no charge until the Broward P25 system cut over which will be approximately December 2018. Once the cut over occurs the 3 year service option will be at list price with no discount. All Purchase Orders should be made out to

Motorola Solutions, Inc.. Credit Cards are accepted in lieu of a purchase order. Quote prepared by: Linda Klayman (954) 427-9830
Fax: (954) 571-2070.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



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: Martin D. Sherwood, Town Financial Administrator
DATE: 2/22/2018
SUBJECT: PROPOSED FY 2018-2019 BUDGET CALENDAR

Recommendation

It is recommended that the Town Council approve the FY 2018-2019 budget calendar, subject to comment and discussion (Attachment A).

Strategic Priorities

A. Sound Governance

Background

Budget preparation is designed to assist Town's Management in the development of short-term and long-term plans to meet policy and legal directives. Appropriately, the Town Council provides policy directives which are the principal focus of each budget process. Further, there is a need to recognize our residents, Advisory Boards, and commercial business concerns relative to the budget and obtain their input to the maximum extent feasible.

Fiscal Impact/Analysis

Budget preparation begins with the development of instructions and general policy directives to Departments as well as Advisory Board Liaisons. Documents and policies resulting from

discussions are then presented to each department/advisory board liaison as a means of soliciting their identified needs and resources. Departments/advisory board liaisons are ultimately responsible for identifying, researching, developing, and submitting requests for operating funds, any new programs, capital improvements, and personnel changes.

For the past six years, The Town of Southwest Ranches has developed operating costs based on a zero-based budget model. Departments are encouraged to review prior spending as a way of reminding themselves of on-going obligations. However, each request for funding must be accompanied by a detailed justification. Further, revenue projections must be accurate and reflect current economic conditions.

For Budget calendar FY 2018-2019 and similar to last fiscal year, it is proposed that during most of March and April thru May 18th, the Town Administrator and Town Financial Administrator meet individually with Town Council members to obtain policy direction. Also in March thru April, the funding recommendations are assembled, reviewed, and then eventually presented to the Town Administrator and Town Attorney in early May for further evaluation. Thereafter, during July the budget documents are assembled and prepared for distribution. Also, a Preliminary Millage Rate and the Initial Fire Protection and Solid Waste special assessment is adopted at the second July regular Council meeting.

During August, the Council will be updated, provide further direction on policy assumptions and modifications/revisions to program priorities during a public budget workshop (Tuesday, August 21th @ 7:00PM) that will also provide a forum for community input. The public is invited to attend and participate, but the meeting is not considered a formal public hearing. The budget workshop also provides an opportunity for the Town Council to seek clarification on proposed items, often from Department Directors/Staff, and to provide further policy direction to the Town Administrator and Town Financial Administrator.

It is important to note that several periods of revision may be required as the Broward Property Appraiser does not release certified rates until July 1 and the Florida Department of Revenue does not anticipate finalizing its projections until mid-June to late July.

Two Public Hearings are conducted to obtain further community comments. At the first Public Hearing (Wednesday, September 12th @ 6:00PM) for tentative millage and budget adoption, it is planned that the Town will continue to take advantage of the Broward Property Appraisers twenty-day notice guarantee pertaining to our non-advalorem Fire Protection and Solid Waste special assessments and also adopt a final resolution pertaining to rate adjustments, as deemed necessary by our independent rate consultants. Please note that the first Public Hearing cannot be held prior to September 12th nor later than September 15th, 2018 per Florida Statutes.

In conformity with last year's budget calendar, the final budget and millage rate be adopted by ordinance at a second Public Hearing on Thursday, September 27 @ 6:00pm (one hour prior to the September regular Council meeting). At this meeting the budget document becomes the agreed resource allocation plan for the coming fiscal year. A summary budget document is adopted by the Town Council to provide appropriations to fund the budget allocation plan.

Staff Contact:

Martin Sherwood, Town Financial Administrator
Richard Strum, Controller

ATTACHMENTS:

Description	Upload Date	Type
FY 2018-2019 Council Proposed Budget Calendar	2/15/2018	Resolution

TOWN OF SOUTHWEST RANCHES, FL
Council Proposed Budget Calendar for FY 2018-2019

Tuesday, February 06, 2018	Town Financial Administrator meets with Town Administrator for General Direction
Tuesday, February 13, 2018	Budget Kick-Off with Department Heads and Staff/Advisory Bd Liaisons
Thursday, February 22, 2018	Memo to Town Council- Proposed Budget Calendar for FY 2018-2019 presented at regular Council meeting
March 9th to May 18th, 2018	Town Administrator and Town Financial Administrator to meet individually with Town Council members to obtain policy direction
Monday, March 12, 2018	Department Descriptions, Accomplishments, Goals and Objectives Due from Department Heads
Monday, March 19, 2018	Departmental and Advisory Boards Capital Improvement (> \$24,999) and Program Modification Requests Due
Monday, March 26, 2018	Departmental and Advisory Boards operating and capital outlay (\$1,000 but < \$25,000) requests and justification due
Friday, March 30, 2018	Department Revenue Estimates Due from Department Heads
Wednesday, April 04, 2018	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Thursday, April 05, 2018	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Friday, April 06, 2018	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Friday, May 18, 2018	Town Financial Administrator meets with Town Administrator and Town Attorney (preliminary condition assessment/recommendations/modifications) - post council direction
Monday, May 21, 2018 to ongoing	Draft Proposed FY 2018-2019 Departmental Sectional worksheets Distributed
Friday, June 01, 2018	Estimated Tax roll information available from Property Appraiser
Monday, June 04, 2018	Comments/Corrections Due on Draft-Administrators/Attorney/Departments
Sunday, July 01, 2018	Certified Taxable Values Received from Property Appraiser
Friday, July 13, 2018	Final Proposed Budget finished, printing begins & distribution commences
Thursday, July 26, 2018	Preliminary Millage Rate and Initial FY 2018-2019 Fire Protection and Solid Waste (SW) special assessment Adoption at July Regular Council Meeting (all via resolutions)
Tuesday, July 31, 2018	TBD: First Budget Hearing for Broward County School Board
Friday, August 10, 2018	TBD: Deadline to send the Preliminary Millage Rate and Initial FY 2018-2019 Fire Protection and SW special assessment to the Broward County Property Appraiser Office and the Broward County Treasury Division
Tuesday, August 21, 2018	Budget Workshop on Proposed Budget (7 PM)- Mayor and Town Council (Community Invited)
On or prior to August 23, 2018	TBD: Town advertises its non-ad valorem Special Assessments. Advertisement must run at least 20 days prior to final public hearing for assessment adoption
Thursday, August 23, 2018	August regular Council Meeting
On or prior to August 24, 2018	TBD: Notice for First Public Hearing through TRIM notice sent by Property Appraisers' office
Wednesday, September 05, 2018	TBD: Second Budget Hearing for Broward County School Board
Wednesday, September 12, 2018	TBD: First Public Hearing for Tentative Millage and Budget Adoption introduced for FY 2018-2019 (via ordinances). Final Fire Protection and SW special assessment Adoption (via resolutions) @ 6:00PM. September Regular Council meeting @ 7:30PM
Thursday, September 13, 2018	TBD: First Budget Hearing for Broward County Government
Friday, September 14, 2018	Deadline to send the adopted Final Fire Protection and SW special assessment to the Broward County Property Appraiser Office and the Broward County Treasury Division
Tuesday, September 18, 2018	Deadline for Newspaper advertisement submission
Saturday, September 22, 2018	First Date: advertisement can run for second public hearing
Tuesday, September 25, 2018	Last Date: advertisement can run for second public hearing
Tuesday, September 25, 2018	TBD: Second Budget Hearing for Broward County Government
Thursday, September 27, 2018	Second Public Hearing for Final Millage and Budget Adoption (via ordinances) @ 6:00 PM. September Regular Council meeting @ 7:00PM

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

February 8, 2018

13400 Griffin Road

Present:

Vice Mayor Freddy Fisikelli

Town Administrator Andrew D. Berns

Council Member Steve Breitkreuz

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Fisikelli at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

MOTION: TO EXCUSE THE ABSENCE OF MAYOR MCKAY AND COUNCIL MEMBER SCHROEDER WHO WERE ATTENDING BROWARD DAYS IN TALLAHASSEE.

3. Presentation - 2018 Mr. & Miss Southwest Ranches Pageant Winners

Town Administrator Berns introduced the pageant winners from the various categories.

4. Public Comment

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

5. Board Reports

Bob Hartmann, Chair of the Drainage and Infrastructure Advisory Board (DIAB), indicated that at the most recent Board meeting, the recommendation to require that all new homes have a concrete pad for bulk pickup was discussed again. In these recent discussions the impact on drainage was discussed and it was decided to refine the recommendation to only require the concrete pads on new homes that had a canal in front of the home. He indicated that the Board would be discussing this issue further in the next few months as Town Engineer Ley would be providing some additional recommendations.

6. Council Member Comments

Council Member Breitkreuz addressed a comment made during the Public Comment portion of the meeting and assured the resident that the Town was already working on this issue because of a similar issue in another location in Town. He spoke about the improvement of the waste collection since the last meeting. Lastly, he addressed comments made at the last meeting

regarding commercial waste rates and read aloud a comparison of rates from surrounding municipalities which illustrated that the Town's rate of \$14.90 per cubic yard was competitive.

Council Member Jablonski discussed how the existing alarm ordinance worked as it related to false alarms. He also noted the improvement in service from Waste Pro. He reminded everyone that the Garage Sale in the Park would be held on February 17th at the Equestrian Park, and the Chili Cook-Off would also be held there on February 24th. Lastly, he announced that Water Matters Day would take place on Saturday March 10th at Tree Tops Park.

7. Legal Comments

Town Attorney Poliakoff advised that he was looking into the Town Code in relation to alarms. He commented on the previous meeting which he viewed on video. As it related to political speech during Town Council meetings, he felt that the Town Council needed to make a determination if this would be allowed as all candidates would need to be given equal access. He also cautioned the Town Council to limit their responses to speakers during Public Comment as their comments could hurt the Town in litigation. Instead, he advised that Town Council should thank the speaker for their comments and tell them that Town staff will get back to them on their concern. He further advised that he was working on the CCA case, which he expected to go to trial in April. As part of the preparation he was drafting the history of the issue and the early annexation effort. Once he was done, he requested that it be published for future reference.

8. Administration Comments

Town Administrator Berns offered no comments.

Resolutions

9. 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 {Tabled from January 25, 2018}.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

MOTION: TO TABLE THE RESOLUTION TO FEBRUARY 22, 2018.

Discussion

10. Town Administrator/Town Financial Administrator Annual Review {Tabled from January 25, 2018}

The following motion was made by Council Member Breitzkreuz, seconded by Council Member Jablonski and was passed by 3-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

MOTION: TO TABLE THE ANNUAL REVIEW UNTIL FEBRUARY 22, 2018.

11. Approval of Minutes
a. January 25, 2018 - Regular Meeting

The following motion was made by Council Member Jablonski, seconded by Council Member Breitzkreuz and was passed by 3-0 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, and Vice Mayor Fisikelli voting Yes.

MOTION: TO APPROVE THE MINUTES.

12. Adjournment - Meeting was adjourned at 7:33 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 22nd day of February, 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.