



Southwest Ranches Town Council

REGULAR MEETING

Agenda of February 13, 2020

Southwest Ranches Council Chambers
7:30 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

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

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 2nd Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2020-2024 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading December 12, 2019}**
- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 33 ACRES FROM MEDIUM DENSITY RESIDENTIAL (16 DU/AC) TO RURAL RANCH, TO MATCH BROWARD COUNTY'S FUTURE LAND USE MAP DESIGNATION,**

GENERALLY LOCATED AT THE NORTHEAST QUADRANT OF SHERIDAN STREET AND SW 190TH AVENUE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-2) {Approved on First Reading December 12, 2019}

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") BY AMENDING SECTION 10-30, "TERMS DEFINED;" AMENDING ARTICLE 100, "APPLICATION SUBMITTAL AND NOTICE PROCEDURES," SECTIONS 100-020, "GENERAL APPLICATION REQUIREMENTS," 100-030, "MINIMUM REQUIRED CONTENT FOR ALL PUBLIC HEARING NOTIFICATIONS," AND 100-060, "MAIL NOTICE REQUIREMENTS FOR PUBLIC HEARINGS;" CREATING ARTICLE 112 ENTITLED, "SPECIAL EXCEPTION USES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading December 12, 2019}
11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ADOPTING THE TOWN OF SOUTHWEST RANCHES RURAL IDENTIFICATION PROGRAM MANUAL FOR ALL NEW IDENTIFICATION SIGNS PLACED ON TOWN PROPERTY INCLUDING, BUT NOT LIMITED TO, THE TOWN'S RIGHT OF WAY; REQUIRING ALL IDENTIFICATION SIGNAGE, LOCATED ON TOWN PROPERTY, TO OBTAIN TOWN APPROVAL PRIOR TO INSTALLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - January 23, 2020}

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND RANKING OF MUNILYTICS, INC., TO UPDATE AND TO PROVIDE RECURRING SERVICES FOR TO THE TOWN'S FIRE ASSESSMENT PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A", WITH MUNILYTICS, INC., IN AN INITIAL AMOUNT NOT TO EXCEED TWENTY THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$20,600.00); AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAVEN THOMPSON AND ASSOCIATES, INC. IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$105,400.00) FOR SURVEYING AND ENGINEERING DESIGN SERVICES FOR THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND

PROVIDING AN EFFECTIVE DATE.

- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-THREE THOUSAND TWENTY DOLLARS AND ZERO CENTS (\$53,020.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR PHASE SIX OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER AND SEWER SERVICES TO 13000 LEWIN LANE AND 13001 LEWIN LANE, TWO SINGLE FAMILY HOMES LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 16. Annual Review of Charter Officials - Tabled from December 12, 2019**
- 17. FY 2020-2021 PROPOSED BUDGET CALENDAR**
- 18. Approval of Minutes**
 - a. January 23, 2020 Regular Meeting**
- 19. Adjournment**

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

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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 2/13/2020
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- 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
Venessa Redman, Senior Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
CIE Update - TA Approved	12/6/2019	Ordinance
CIE GOPS	12/9/2019	Exhibit
CIE Data	12/9/2019	Exhibit

ORDINANCE 2020-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2020-2024 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 12, 2019 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 of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

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 ____ day of ____, 2019 on a motion made by ____ and seconded by ____.

PASSED ON SECOND READING this ____ day of ____, 2020 on a motion made by ____ and seconded by ____.

McKay	_____	Ayes	_____
Schroeder	_____	Nays	_____
Amundson	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Jablonski	_____		

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36291539.1

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 2020 - FY 2024

Department Name	Project Name	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Public Safety Fire Rescue Modular Facility Generator	141,000	NF	-		-		-		-		141,000
	Public Safety Fire Modular Protective Awning	19,500	NF	-		-		-		-		19,500
	Emergency Operations Center	-		-		-		-		5,400,000	NF	5,400,000
Townwide/Capital Projects Fund	Town Hall Complex Safety, Drainage & Mitigation Improvements	215,039	GF TFR, CIP-FB, G	-		-		-		-		215,039
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	60,000	GF Tfr	125,000	NF	223,500	NF	689,650	NF	841,500	NF	1,939,650
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
	PROS Entranceway Signage	60,000	NF	40,000	NF	-		-		-		100,000
	Calusa Corners Park	50,000	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	Southwest Meadows Sanctuary Park	50,000	NF	518,406	NF	518,406	NF	518,406	NF	518,406	NF	2,123,624
	Country Estates Park Ballfield Improvement	31,726	NF	-		-		-		-		31,726
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-		-		-		-		25,700
Public Works: Engineering/ Transportation Fund	Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)	1,000,101	TFB, GF Tfr (mill=.4439)	450,000	GF Tfr (mill=TBD)	450,000	GF Tfr (mill=TBD)	450,000	GF Tfr (mill=TBD)	450,000	GF Tfr (mill=TBD)	2,800,101
	Drainage Improvement Projects	618,490	TFB, GF- Tfr, G	92,000	GF Tfr	92,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	1,078,490
	Guardrails Installation Project	440,000	NF	390,000	NF	205,000	NF	205,000	NF	-		1,240,000
	Pavement Striping and Markers	26,735	NF	33,265	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	50,000	GAS, GF Tfr	210,000

	Townwide Entranceway Signage																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										</
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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
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance

Five Year Capital Improvement Plan - All Funds Funding Source Summary

FY 2020 - FY 2024

	Source Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
CIP-FB	Capital Projects Fund Fund Balance	23,039	-	-	-	-	23,039
DEBT	DEBT-General Obligation or otherwise	-	-	-	-	-	-
FA	Fire Assessment	30,000	30,000	30,000	30,000	30,000	150,000
G	Grant Funding	549,490	-	-	-	-	549,490
GAS	Local Option Gas Taxes	-	5,000	5,000	5,000	5,000	20,000
GF-FB	General Fund Fund Balance	-	-	-	-	-	-
GF Tfr	General Fund Transfer from Operating Revenues	796,267	570,265	587,000	633,000	633,000	3,219,532
NF	Not Funded	1,004,661	1,554,406	1,901,131	2,044,131	7,241,331	13,745,660
TFB	Transportation Fund Fund Balance	524,834	25,000	-	-	-	549,834
Totals		2,928,291	2,184,671	2,523,131	2,712,131	7,909,331	18,257,555

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PROPOSED FY 2019-2020 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

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 ([2020-2024](#)): 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 [2019/20 – 2023/24](#)
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- *FDOT Adopted Work Program FY [2019/20 – 2023/24](#)

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

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 January 20, 2015 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 [2019/20 – 2023/24](#) 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.

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 [2019/20 – 2023/24](#) 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.

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.

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)

	PROJECT TOTALS	\$2,928,291	\$2,184,671	\$2,523,131	\$2,712,131	\$7,909,331	\$18,257,555			

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
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance

Five Year Capital Improvement Plan - All Funds Funding Source Summary

FY 2020 - FY 2024

	Source Name	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total
CIP-FB	Capital Projects Fund Fund Balance	23,039	-	-	-	-	23,039
DEBT	DEBT-General Obligation or otherwise	-	-	-	-	-	-
FA	Fire Assessment	30,000	30,000	30,000	30,000	30,000	150,000
G	Grant Funding	549,490	-	-	-	-	549,490
GAS	Local Option Gas Taxes	-	5,000	5,000	5,000	5,000	20,000
GF-FB	General Fund Fund Balance	-	-	-	-	-	-
GF Tfr	General Fund Transfer from Operating Revenues	796,267	570,265	587,000	633,000	633,000	3,219,532
NF	Not Funded	1,004,661	1,554,406	1,901,131	2,044,131	7,241,331	13,745,660
TFB	Transportation Fund Fund Balance	524,834	25,000	-	-	-	549,834
Totals		2,928,291	2,184,671	2,523,131	2,712,131	7,909,331	18,257,555



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 2/13/2020
SUBJECT: School Board Site Land Use Plan Amendment

Recommendation

Staff recommends that the Council approve the ordinance on first reading, thereby transmitting the proposed amendment to the State Land Planning Agency for review.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The amendment site is owned by the Broward County School Board ("BCSB"), which intends to surplus the property. The Town's land use map allows development of up to 16 dwelling units per acre on this property, which is not compatible with the adjacent rural land uses. The proposed amendment will remedy the incompatibility by redesignating it "Rural Ranch," consistent with the surrounding area.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - TA Approved	12/6/2019	Ordinance
Staff report	12/2/2019	Executive Summary
F.S. 163.3177 Public facilities analysis	12/2/2019	Backup Material
Mail Notice Map	12/2/2019	Backup Material
Mail Notice List	12/6/2019	Backup Material

ORDINANCE NO. 2020 -XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 33 ACRES FROM MEDIUM DENSITY RESIDENTIAL (16 DU/AC) TO RURAL RANCH, TO MATCH BROWARD COUNTY'S FUTURE LAND USE MAP DESIGNATION, GENERALLY LOCATED AT THE NORTHEAST QUADRANT OF SHERIDAN STREET AND SW 190TH AVENUE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-2)

WHEREAS, the property legally described in Exhibit "A" hereto (the "Property") has a land use designation of Medium Density Residential (16 du/ac) on the Town of Southwest Ranches Future Land Use Map; and

WHEREAS, the Town Council finds that the land use plan designation does not match Broward County's future land use map designation, and as such it is required, pursuant to the Broward County Charter, to make its map consistent; and

WHEREAS, since the property is deed restricted for an educational institution this map amendment will have no impact on the use of the property.

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on December 12, 2019 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds that the amendment is consistent with goals, objectives and policies of the adopted Comprehensive Plan.

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

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

Section 2: Map Amendment. The Medium-Density Residential land use plan map designation of the Property, legally described in Exhibit "A" attached hereto, and made a part hereof, is hereby amended to Rural Ranch.

Section 3: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

Section 4: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Map subsequent to the effective date of this Ordinance.

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

PASSED ON FIRST READING this 12th day of December, 2019 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of ____, 2020, on a motion made by _____ and seconded by _____.

(Signatures on Next Page)

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
36292044.1

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EXHIBIT "A"

LEGAL DESCRIPTION

Tracts 45, 52 and 61, Section 1, Township 51 South, Range 39 East of "THE EVERGLADES LAND COMPANY SUBDIVISION" as recorded in Plat Book 2, Page 1, of the Public Records of Miami-Dade County, Florida, LESS that portion lying within 65.00 feet of the South line of the Southeast one-quarter (SE ¼) of said Section 1, and ALSO LESS that portion lying within 10.00 feet of the West line of the Southeast one-quarter (SE ¼) of said Section 1; and ALSO LESS therefrom those portions of said Tracts 45 and 52 lying within 10 feet of the north line of the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of said Section 1.

Said lands situate and lying in Broward County, Florida.

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: December 12, 2019

SUBJECT: Future Land Use Map Amendment Application No. PA-20-2

ADDRESS: Located at the northeast quadrant of SW 190th Avenue alignment and Sheridan Street, Southwest Ranches, FL

PETITIONER: Town of Southwest Ranches

OWNER: Broward County School Board

EXHIBITS: Ordinance, Application Analysis, Mail Notification Radius Map, and Mailing List.

REQUEST: To amend the Town of Southwest Ranches Future Land Use Map as follows:
FROM: Medium Density Residential (16 du/ac)
TO: Rural Ranch

ANALYSIS:

The amendment site is bordered on all sides by rural and low density residential neighborhoods, agriculture and open space. The attached aerial photograph shows the location of the site. The prevailing developed density is less than 0.5 dwelling units per acre to the north, west and east, and is 2.0 dwelling units per acre to the south in Pembroke Pines. As well, the effective land use plan designations on three sides is Rural Ranch, which requires at least 2.0 net or 2.5 gross acres for construction of a residence.

The amendment site was at one time intended for a public high school. Accordingly, The Broward County School Board purchased the site from the Town as then-owner. The school board has no further plans to utilize the site, and is in the process of surplussing it.

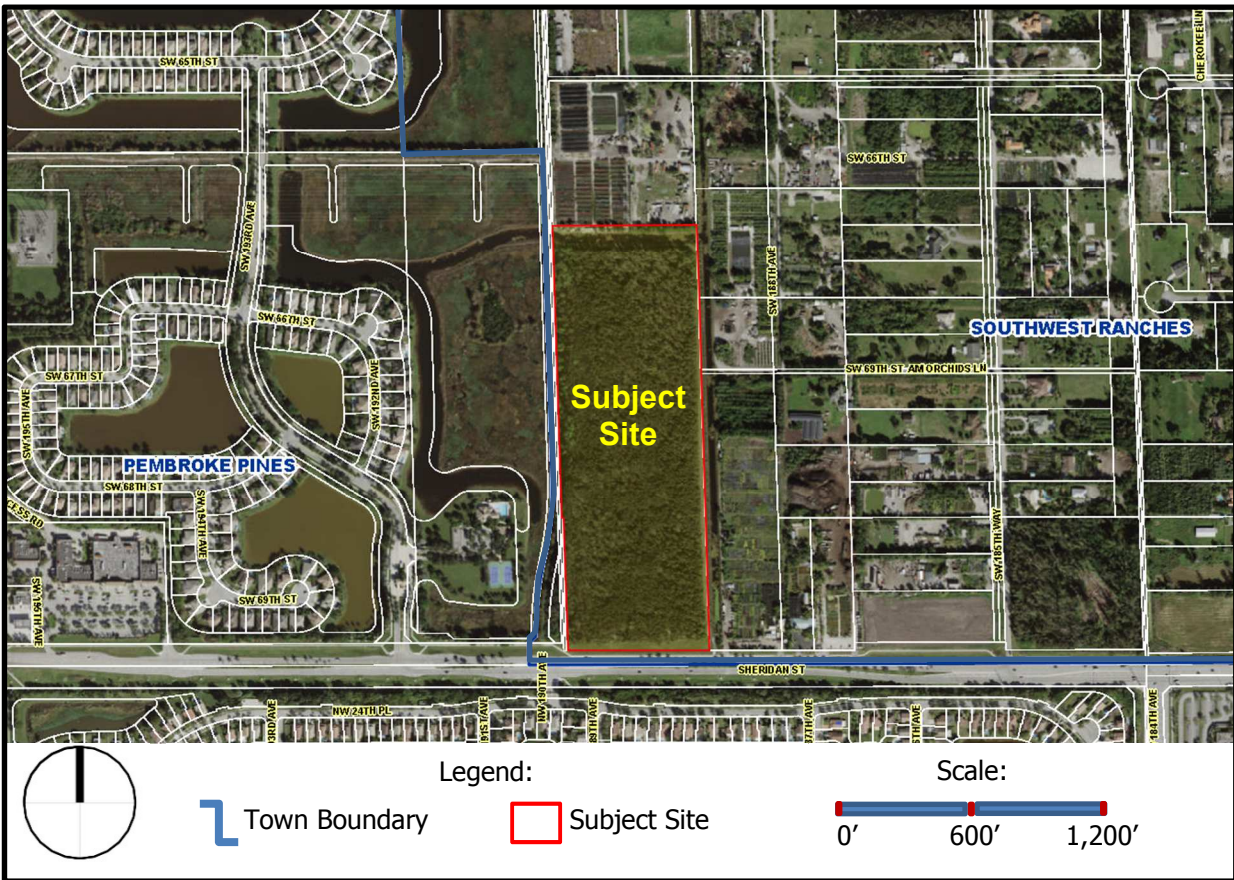
Now that the site is no longer going to be under the school board's ownership, this is an appropriate time to revisit the land use plan designation of the site, which is incompatible with both existing and planned/permitted land uses. As well, the medium-density plan designation on the Town's map is not in alignment with the Broward County Land Use Plan's Rural Ranches designation for the site, and should be reconciled.

The proposed amendment will reduce the need for all public facilities and services, as detailed in the accompanying amendment analysis.

STAFF RECOMMENDATION:

Staff recommends approval of Application No. PA-20-2 to amend the land use plan map designation of approximately 33 acres, legally described in the attached analysis, from Medium Density Residential (16 du/ac) to Rural Ranch (1 du/2.0 net or 2.5 gross ac).

LOCATION MAP AND AERIAL PHOTOGRAPH
PA-20-2



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Town of Southwest Ranches Land Use Plan Map Amendment No. PA-20-2

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1. **TRANSMITTAL INFORMATION**

A. LOCAL GOVERNMENT CONTACT: See “agent” information, below.

B. PUBLIC NOTIFICATION PROCEDURE: The Town noticed the proposed amendment consistent with F.S. 163.3184(11).

C. TYPE OF AMENDMENT: The amendment is not:

- A small-scale amendment
- An emergency amendment
- A proposed rural stewardship area
- A proposed sector plan or amendment thereto
- Within a F.S. 380.05 area of critical state concern
- An EAR-based amendment
- An amendment pursuant to 380.06

D. APPLICANT & OWNER INFORMATION

Applicant:

Town of Southwest Ranches
Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: (954) 434-0008
Email: aberns@southwestranches.org

Agent/Local government contact:

Jeff Katims, AICP, CNU-A, Town Planner
The Mellgren Planning Group, Inc.
3550 NW 53rd Street, Suite 101
Fort Lauderdale, FL 33309
Phone: (954) 475-3070
Email: jeff@floridaplanning.net

Property Owner:

School Board of Broward County
Facility Management Dept.
600 SE 3rd Ave
Fort Lauderdale, FL 33301

E. RATIONALE FOR THE AMENDMENT:

The existing land use designation of 16 du/ac is anomalous in this area of low and very-low density single-family residential development at the extreme western edge of southwest Broward County, unserved by public mass transit. The land use designation of the amendment site is not compatible with adjacent development and adjacent land use plan designations, and is not consistent with the prevailing Broward County Land Use Plan designation for the amendment site, which is Rural Ranches (Broward County is a charter county with land use authority over all of its municipalities). As well, there is no municipal water or sewer available to serve the amendment

site, as the only such available system is in the City of Pembroke Pines, which will not extend its system into Southwest Ranches.

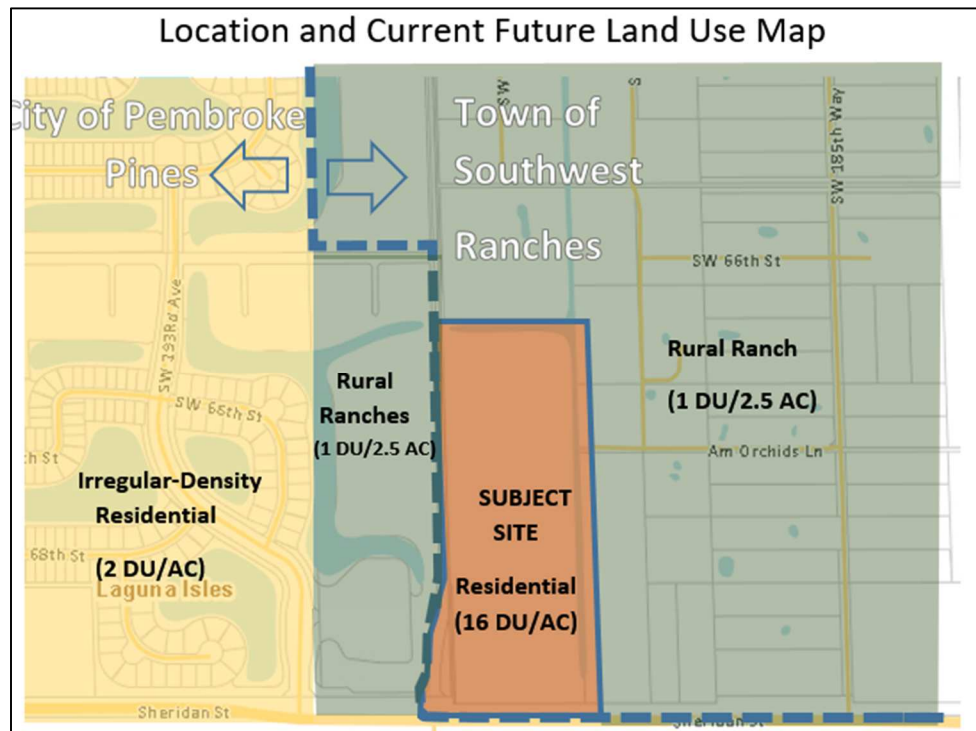
It is noted that the Broward County School Board owns the amendment site, and that public schools are a permitted use in both the existing and proposed land use map designations.

2. AMENDMENT SITE DESCRIPTION

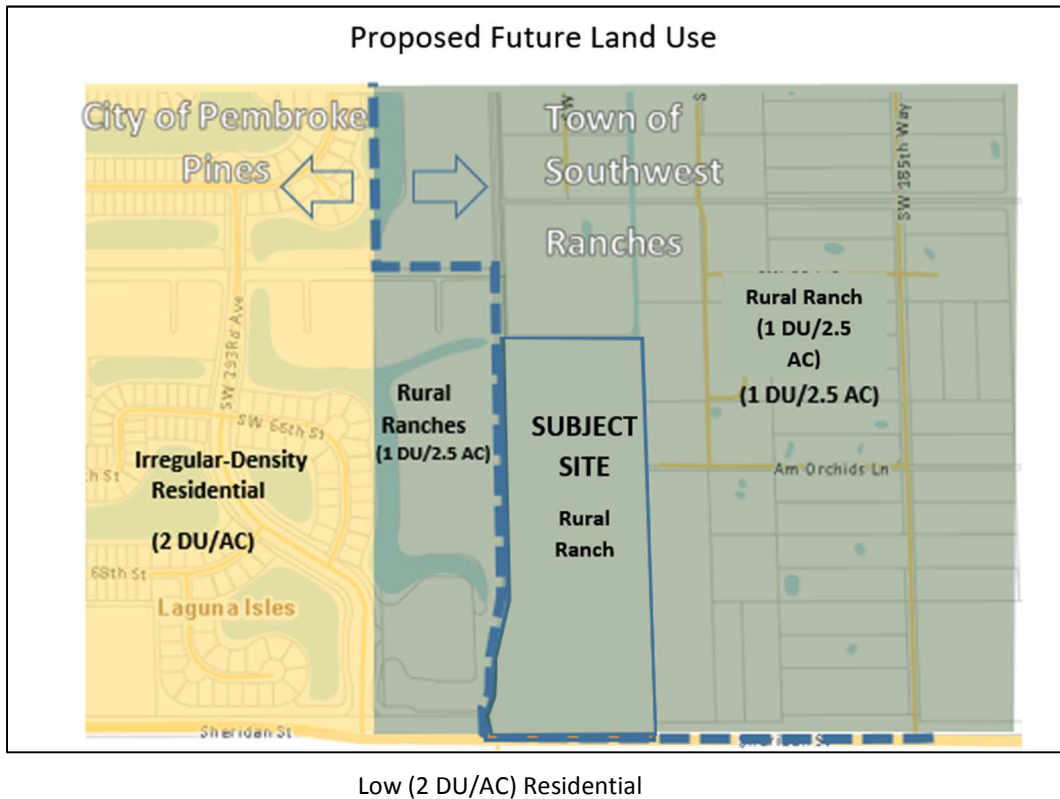
The amendment site encompasses 32.8 gross acres located in Southwest Ranches, Florida on the north side of Sheridan Street, 0.36 miles west of 184th Avenue, and is legally described as follows:

Tracts 45, 52 and 61, Section 1, Township 51 South, Range 39 East of "THE EVERGLADES LAND COMPANY SUBDIVISION" as recorded in Plat Book 2, Page 1, of the Public Records of Miami-Dade County, Florida, LESS that portion lying within 65.00 feet of the South line of the Southeast one-quarter (SE ¼) of said Section 1, and ALSO LESS that portion lying within 10.00 feet of the West line of the Southeast one-quarter (SE ¼) of said Section 1; and ALSO LESS therefrom those portions of said Tracts 45 and 52 lying within 10 feet of the north line of the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of said Section 1.

Said lands situate and lying in Broward County, Florida.



Low (2 DU/AC) Residential



3. **EXISTING AND PROPOSED USES**

A. **CURRENT AND PROPOSED LAND USE PLAN DESIGNATION FOR THE AMENDMENT SITE.**

Current: Medium Density (16 DU/AC) Residential

Proposed: Rural Ranch (1 DU/2.5 AC)

B. **EXISTING USE OF AMENDMENT SITE AND ADJACENT AREAS.**

Existing Use of Amendment Site	
Undeveloped	
Existing Use of Adjacent Areas	
North	Agriculture
East	Agriculture
South	Residential subdivision (single-family detached, 2 du/ac)
West	Wetland preserve, residential subdivision (single-family detached, 2 du/ac)

C. **MAXIMUM ALLOWABLE DEVELOPMENT:**

	Category	Density	Maximum Development
Current:	Residential (16)	16 du/ac	524 du
Proposed:	Rural Ranch	1 du/2.5 ac	13 du

4. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

A. POTABLE WATER

The amendment site is not within a municipal potable water service area, and there is no overall LOS standard provided for the majority of the Town that relies on wells. Only a small portion of the Town are served by municipal utilities. The Town does not provide potable water service. The amendment will *reduce* the average daily potable water demand by 47,850 gpd

Land Use Designation	Maximum Development	Multiplier	Potable Water Demand
Current	524	100 gpd per capita*	171,348 gpd
Proposed	13	350 gpd per SFR unit	4,550 gpd
Net change:			-166,798 gpd

*Average household size of 3.27 persons per 2010 Census

B. SANITARY SEWER

The adopted level of service from the Town's comprehensive plan is:

- For private on-site septic systems, compliance with all applicable regulations for such systems.
- For centralized wastewater service, the LOS Standard shall be the standard of the applicable municipal provider of such service.

The amendment site is not within a municipal wastewater service area. The amendment will *reduce* sanitary sewage by 153,300 gpd, as follows:

	Maximum Development	Multiplier	Formula	Sanitary Sewer Demand
Current	524	300 gpd	524 du * 300 gpd	157,200 gpd
Proposed	13	300 gpd	13 du * 300 gpd	3,900 gpd
Net Change:				-153,300 gpd

C. SOLID WASTE

The adopted level of service standard for solid waste collection and disposal is 8.9 pounds per residential unit, per day. The Town's solid waste hauler recycles a percentage of the solid waste it collects at its recycling facility, and disposes of the remainder at the Wheelabrator South Broward facility with a capacity of 831,000 tons per year and a current demand of 725,000 tons per year. The amendment will *reduce* the demand for solid waste collection and disposal by 4,548lbs/day.

	Maximum Development	Multiplier	Formula	Solid Waste Demand
Current	524	8.9 lbs/day	524 du * 8.9 gpd	4,664 lbs/day
Proposed	13	8.9 lbs/day	13 du * 8.9 gpd	116 lbs/day
Net Change:				-4,548 lbs/day

D. DRAINAGE

Development will have to comply with the Town's LOS standards for road protection, building elevation, offsite discharge, floodplain routing elevations, antecedent water levels,

onsite storage, and water quality. The reduction in development intensity from 524 units to 13 units will produce less stormwater runoff by keeping more of the property pervious at low elevation.

E. RECREATION AND OPEN SPACE

The Town has 152.83 acres of parks and a 2018 estimated population of 7,981 (U.S. Census Bureau), resulting in current LOS of 19.15 acres per 1,000 residents. This well exceeds the Town's LOS of 6 acres of parks per 1,000 residents. The amendment will *reduce* the demand for parks by 10.002 acres, as follows:

	Maximum Development	Multiplier	Formula	Parks Demand
Current	524	0.006 ac	$(524 \text{ du} * 3.27) * 0.006$	10.28 acres
Proposed	13	0.006 ac	$(13 \text{ du} * 3.27) * 0.006$	0.26 acres
Net Change:				-10.002 acres

*3.27 persons per household per 2010 U.S. Census

F. TRAFFIC CIRCULATION ANALYSIS

The amendment will *reduce* the number of PM peak hour trips by 280, as follows:

	Maximum Development	PM peak hour trips (ITE) per unit	Trips
Current	524 low-rise/garden apartments	0.56	293 trips
Proposed	13 single-family units	0.99	13 trips
Net Change:			-280 trips

G. PUBLIC EDUCATION ANALYSIS

The amendment will *reduce* the number of potential students by 416, as follows:

		Elementary		Middle School		High School	
Land Use	Maximum Development	Rate*	Impact	Rate*	Impact	Rate*	Impact
Current	524 garden apartments	.2320	122	.11136	58	.46581	244
Proposed	13 single-family units	.19338	2	.11324	1	.42944	5
Net Change:			-120		-57		-239

*Broward County School Board adopted student generation rates

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NAME_LINE_1	NAME_LINE_2	ADDRESS_LINE_1	CITY	STATE	ZIP
6501 SW BB LLC		6501 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
7001 WAY		19260 SW 62 ST	PEMBROKE PINES	FL	33332
A & D LANDSCAPING CORP		4921 SW 170 AVE	SOUTHWEST RANCHES	FL	33331
ADLER HOLDINGS LLC		4921 SW 170 AVE	SOUTHWEST RANCHES	FL	33331
ADLER HOLDINGS LLC		6951 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
AMEZQUITA, EDGAR	COLLIER, FRANZ A	4700 SW 186 AVE	SOUTHWEST RANCHES	FL	33332
ARCAMONTE, STEVEN & CARLA		6400 SW 188 AVE	SOUTHWEST RANCHES	FL	33332
ARMAO, KELLY N H/E	ARMAO, ANDREW R	6391 SW 188 AVE	SOUTHWEST RANCHES	FL	33332
BISNAUGHT, FELIX & DAHLIA		6600 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
CHAUDHRY, MOBASHIR A & TASNEEM		15892 SW 51 ST	MIRAMAR	FL	33027
CHONG, JORGE	CHONG, GUILING	4348 SW 195 TER	MIRAMAR	FL	33029
CHRISTENSEN, DANIEL K & MARJORIE		18700 SW 69 ST	SOUTHWEST RANCHES	FL	33332
CITY OF PEMBROKE PINES		601 CITY CENTER WAY	PEMBROKE PINES	FL	33025
DIEMMANUELE, JOSEPH A & LORRAINE		397 MALLARD LANE	WESTON	FL	33327
EGHBAL JALALI REV TR	JALALI, EGHBAI TRSTEE	6406 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
ESTOPINAN, JESUS M & CECILIA		6840 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
F & S HOLDING CORP		1430 NW 161 AVE	PEMBROKE PINES	FL	33028
FARMS OF SOUTHWEST LLC		500 THREE ISLANDS BLVD #418	HALLANDALE BEACH	FL	33009
FOWLER, TYRONE L H/E	FOWLER, CHRISTINE	6900 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
HESTER, DAVID A & MARIE JOELLE		6841 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
JUDITH A FERNANDEZ REV TR	FERNANDEZ, JUDITH A TRSTEE	6331 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
LAGUNA ISLE COMMUNITY ASSN INC	NEXTGEN MANAGEMENT	15951 SW 41 ST	DAVIE	FL	33331
LILENFELD, ALLAN J	ALLAN J LILENFELD REV TR	6331 SW 186 WAY	SOUTHWEST RANCHES	FL	33332
LOSENBECK, RICHARD P		6390 SW 188 AVE	SOUTHWEST RANCHES	FL	33332
MARANO, MATTHEW & ANN		7088 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
MAUREEN E MURPHY REV LIV TR	PATRICK T MURPHY REV LIV TR	933 JOHN HENRY LEWIS RD	DUNLAP	TN	37327
MGK INVESTMENT GROUP LLC		800 POINCIANA DR	PEMBROKE PINES	FL	33025
MISSION & SERVICE INC		120 N MIAMI AVE	MIAMI	FL	33128
MOINUDDIN, KHALIDA &	CHAUDHRY, MUNAWAR A & NAILA M	15892 SW 51 ST	MIRAMAR	FL	33027
MORRIS, DEBORAH J		12555 ORANGE DR #4093	DAVIE	FL	33330
NAVARRO, RAFAEL A		6197 SPENCER TER	BRONX	NY	10471
PARRA, ANA MARIA		6590 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
PRADILLA, CARLOS & PATRICIA		18900 SW 63 ST	FORT LAUDERDALE	FL	33332
PRINCESSES G LAND HOLDINGS LLC		6406 SW 185 WAY	SOUTHWEST RANCHES	FL	33332
R & N CONST CO		PO BOX 430737	MIAMI	FL	33243
REGINA SAADA REV TR	SAADA, REGINA TRSTEE	4001 N 35 AVE	HOLLYWOOD	FL	33021
RODRIGUEZ, ARMANDO R &	CORN, DEBORAH L	6551 SW 185 WAY	SOUTHWEST RANCHES	FL	33332

ROSARIO, LUIS G & MARY C		6910 SW 185 WAY		SOUTHWEST RANCHES	FL	33332
S & R REAL ESTATE HOLDINGS LLC		16398 SW 16 ST		PEMBROKE PINES	FL	33027
SCHOOL BOARD OF BROWARD COUNTY	ATTN: FACILITY MANAGEMENT	600 SE 3 AVE		FORT LAUDERDALE	FL	33301
SHERIDAN LLC		18701 NW 3 ST		PEMBROKE PINES	FL	33029
SOUTHEAST MANAGEMENT LLC	LANDMARK MANAGEMENT SVC	1941 NW 150 AVE		PEMBROKE PINES	FL	33028
TAPIA, VICTOR M &	TAPIA, ANA M	6780 SW 185 WAY		SOUTHWEST RANCHES	FL	33332
TERRIBLE, FREDERICK & TARA		6915 SW 185 WAY		SOUTHWEST RANCHES	FL	33332
THOMAS, MARJORIE BROWN EST		6600 SW 185 WAY		SOUTHWEST RANCHES	FL	33332
TIRONE, SALVATORE	SALVATORE TIRONE REV TR ETAL	6401 SW 188 AVE		SOUTHWEST RANCHES	FL	33332
TOLEDO, SUHAIL M H/E	TOLEDO, NOSBELY	6430 SW 188 AVE		SOUTHWEST RANCHES	FL	33332
VALDES GARDENS LLC		18701 NW 3 ST		PEMBROKE PINES	FL	33029
VIDAL, RUBEN		3109 JUNIPER LN		DAVIE	FL	33330
VILLACORTA, STEVE & MARTA		120 SW 126 AVE		FORT LAUDERDALE	FL	33325
WALTER S WENDOLKOWSKI LIV TR	BARRY, BARBARA TRSTEE	6501 SW 185 WAY		SOUTHWEST RANCHES	FL	33332
YELLOWSTONE NURSERY LLC		PO BOX 327955		SOUTHWEST RANCHES	FL	33332



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 2/13/2020
SUBJECT: Special Exception Use Ordinance

Recommendation

Staff recommends the Town Council consider the proposed Ordinance as a matter of legislative policy.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

This Ordinance adds "special exception use" to the existing categories of use (permitted, conditional and prohibited). A special exception use is one that is generally compatible with permitted and conditionally permitted uses, but which has one or more potentially incompatible characteristics that warrant a case-by-case review by the Town Council with public notice and input.

Special exception uses are widely used by local governments throughout the country to regulate uses that may be compatible and appropriate based upon specific locational context and operational characteristics, both of which typically vary from one instance to another.

The Ordinance does not designate any particular uses as special exception uses, but merely creates the category and review procedure should Council wish to designate certain uses as

special exception uses.

An application for special exception use would undergo one Town Council public hearing with the same public notice provided for variances and site plans. The Ordinance establishes criteria for review of an application for special exception use, and the Council may approve, approve with conditions, or deny an application. The Ordinance also authorizes periodic Town inspections and for the Town Council to modify or revoke a special exception use permit upon an applicant's repeat violation of the code or violation of conditions of Council approval.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Special Exception Use Ordinance - TA Approved	12/6/2019	Ordinance

- 1
- 2
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WHEREAS, the Town of Southwest Ranches ("Town") was founded to preserve its rural character and the rural lifestyle of its residents; and

WHEREAS, the special exception process is a long-established zoning technique for regulating such uses based upon the unique circumstances of each application; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on December

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1 12, 2019, and has issued its recommendation to the Town Council, finding that the
2 Ordinance is consistent with the adopted comprehensive plan.

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

5 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed
6 as being true and correct, and are hereby incorporated herein and made a part hereof.

7 **Section 2.** Section 10-30, "Terms Defined" is hereby amended to add
8 the following definitions:

9 * * *

10 *Special exception use.* The term, "special exception use" means a use with
11 one or more characteristics that may be incompatible with the permitted uses
12 and intended character of a particular zoning district, and which therefore
13 requires special review and consideration to ensure that each instance of the
14 proposed use is appropriately sited, designed and operated within the zoning
15 district.

16
17 *Special exception use permit.* The term "special exception use permit" means
18 a resolution of the Town Council authorizing a special exception use on a specific
19 property, including terms and conditions of such authorization.

20
21 * * *

22 **Section 3.** Article 100, "Application Submittal and Notice Procedures,"
23 Section 100-020, "General Application Requirements," is hereby amended as
24 follows:

25 * * *

26 (C) *Traffic study.* Applications for plan amendment, site plan, special exception
27 use, variance, or rezoning that could result in an increase in the density or
28 intensity of permitted uses, specifically excluding any variance for one (1)
29 single-family residence, shall submit to the town a traffic study assessing
30 the proposed development's vehicular, pedestrian and bicycle access; on-
31 site circulation; parking; any proposed roadway or easement vacations or
32 road closures, whether permanent or temporary for construction purposes;
33 and off-site roadway impacts, including net traffic impact and traffic impact

Ordinance No. 2020-____

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1 within adjacent neighborhoods. The traffic study shall utilize the most
2 current edition of the Institute of Transportation Engineers' Trip Generation
3 manual and shall use generally accepted methodologies. The town
4 administrator may waive any or all of the traffic study requirements upon
5 consideration of a report issued by the town's zoning department
6 determining that the study or any portion thereof is not necessary based
7 upon the location, intensity of use, and other facts specific to an
8 application.

9
10 **Section 4.** Article 100, "Application Submittal and Notice Procedures,"
11 Section 100-030, "Minimum Required Content For All Public Hearing
12 Notifications," is hereby amended as follows:

13 * * *

14 (C) *Sign notices.* The petitioner shall be responsible for posting a sign along
15 each property line of the subject property with street frontage for the
16 following applications: land use plan amendments, zoning map
17 amendments, variances, special exception uses, and site plans. The notice
18 shall be posted so as to be visible from each public right-of-way abutting
19 the subject property, and shall be at least six (6) square feet in area. The
20 sign shall state the nature of the request and the phone number to call for
21 further information. The town administrator shall provide the applicant with
22 the specific language required to appear on the sign for each application.
23 The petitioner shall provide proof of the sign posting no later than one (1)
24 business day following the posting date required by section 100-040,
25 "Timing of public notice." Proof shall consist of one (1) or more photographs
26 of the sign placed upon the site, as necessary to demonstrate the location
27 of the real property upon which the sign is posted, and the exact location of
28 the sign upon the property. A notarized affidavit, signed by the petitioner or
29 sign company responsible for posting the sign, shall accompany the
30 photographs. Other proof may be provided if acceptable to the town
31 administrator. If the applicant fails to submit the affidavit, processing of the
32 application shall cease until such affidavit is received. The sign shall be
33 removed by the applicant within five (5) working days after the application

Ordinance No. 2020-____

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1 receives final disposition. The sign shall be exempt from all sign and permit
2 regulations.

3
4 **Section 5.** Article 100, "Application Submittal And Notice Procedures," Section
5 100-060, "Mail Notice Requirements For Public Hearings" is hereby amended as follows:

6 * * *

7 (B) *Prescribed distances for notification.* Properties located within the distances
8 prescribed in subsections (B)(1) through (B)(5) of the section shall be
9 notified by mail of any of the following pending application types:

10 (1) *Variances:* One thousand five hundred (1,500) feet, except that
11 variance requests from minimum distance separations required by the
12 ULDC shall be noticed using the same distance as the request for
13 variance.

14 (2) *Rezoning:* One thousand five hundred (1,500) feet.

15 (3) *Future land use plan map amendments:* One thousand five hundred
16 (1,500) feet.

17 (4) *Site plans:* One thousand five hundred (1,500) feet.

18 (5) *Appeal of administrative decisions:* One thousand five hundred (1,500)
19 feet.

20 (6) *Plats and waiver of plats:* One thousand five hundred (1,500)
21 feet.

22 (7) *Special exception uses:* One thousand five hundred (1,500) feet.

23
24
25 **Section 6.** Article 112, "Special Exception Uses" is hereby created as
26 follows:

27 ARTICLE 112. -SPECIAL EXCEPTION USES.

28 Sec. 112-010. Purpose.

29 This Article establishes the procedures and requirements for review of
30 applications to establish special exception uses.

Ordinance No. 2020-____

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1 Sec. 112-020. Applicability.

2 Uses identified in zoning district regulations as special exception uses shall be
3 established only after submittal of an application for special exception use and approval
4 by the Town Council.

5 Sec. 112-030. - Procedure.

6 (A) *Filing of petition.* Applications for special exception use shall be filed on
7 forms provided by the Town and shall be submitted to the Town
8 Administrator. The property owner must be the applicant for the special
9 exception use. The applicant as owner must be the operator of the use
10 unless otherwise provided in the special exception use permit.

11 (B) *Review and scheduling of petition for public hearing.* Upon receipt of a
12 completed application and processing fee, and upon receipt of any
13 additional documentation that the Town Administrator may request, the
14 Town Administrator shall review the application and prepare a report which,
15 at a minimum, details the facts and circumstances pertaining to the
16 requested special exception use. Upon completion of such report, the
17 application shall be duly advertised and scheduled before the Town Council,
18 at the next available regular council meeting that considers quasi-judicial
19 items.

20 (C) *Notice.* Notice shall be provided pursuant to the requirements in Article 100
21 pertaining to special exception uses.

22 (D) *Application fee.* There shall be an application fee deposit for each
23 application in an amount set by the town administrator. The petitioner shall
24 be responsible for all costs associated with petition processing plus costs
25 incurred by the town.

26 (E) *Public hearing procedure.* The Town Council shall hear the application
27 pursuant to the town's quasi-judicial procedures set forth in Article 105.

28 (F) *Burden of proof under quasi-judicial procedures.* In making a presentation,
29 the petitioner shall bear the burden of demonstrating by competent
30 substantial evidence that the evidence on the record demonstrates that the
31 special exception use should be granted.

32 (G) *The vote.* A special exception may be granted upon receiving five (5)
33 affirmative votes of the Town Council.

34 (H) *Recordation.* The Town Council's decision concerning any special exception
35 use application shall be recorded in the Public Records of Broward County.

36

Ordinance No. 2020-____

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1 Sec. 112-040. Review criteria.

2 A special exception use shall be granted only when the Town Council determines
3 that the use together with sufficient safeguards established in the special
4 exception use permit, will be congruous and in harmony with the uses,
5 improvements and character of the surrounding area, such that it will not
6 create or foster undesirable health, safety or aesthetic conditions, or otherwise
7 constitute a disruption that detracts from the peaceful enjoyment or value of
8 surrounding and nearby properties arising from any of the following:

- 9 (a) Density or intensity of use
- 10 (b) Scale of use and improvements
- 11 (c) Placement, design and orientation of functions and improvements
- 12 (d) Hours of operation
- 13 (e) Aesthetics
- 14 (f) Noise
- 15 (g) Vibration
- 16 (h) Dust
- 17 (i) Fumes and emissions
- 18 (j) Odor
- 19 (k) Glare
- 20 (l) Nighttime lighting
- 21 (m) Shadow effect
- 22 (n) Vehicular traffic generation including vehicle type, site access and
23 circulation
- 24 (o) Drainage
- 25 (p) Impact on adjacent properties
- 26 (q) Parking
- 27 (r) Fueling of vehicles and equipment
- 28 (s) Number of employees
- 29 (t) Outdoor storage
- 30 (u) Other conditions, effects or impacts that may be applicable

31
32 Sec. 112-050. Effect of approval.

33 (A) A special exception use permit, issued pursuant to the requirements of this
34 article, grants to the applicant the right to develop and/or utilize the subject
35 premises in accordance with the terms and conditions contained in the
36 resolution approving the special exception use, unless otherwise provided in
37 such resolution.

38 (B) Operation of an approved special exception use shall not be commenced
39 until the Town has verified that all conditions of approval applicable to the

Ordinance No. 2020-____

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1 establishment of the use have been satisfied, and has issued a certificate of
2 use.

3 (C) Approval of a special exception use shall run with the property owner once
4 established (i.e., not expired or revoked), and shall not be transferable.

5 (D) Representations made in the application and on the record at the public
6 hearing shall be part of the conditions of approval of such use, whether or
7 not such representations are incorporated into the special exception use
8 permit.

9
10 Sec. 112-060. Expiration of special exception uses.

11 (A) Expiration. All special exception use approvals shall expire unless the
12 applicant obtains a certificate of use from the town within one hundred
13 eighty (180) days of the date of approval, unless otherwise provided in the
14 special exception use permit. A certificate of use shall not be issued unless
15 all conditions of special permit use approval pertaining to the establishment
16 of the use have been satisfied.

17 (B) Due diligence. It shall be the responsibility of the applicant to ensure that a
18 special exception permit does not expire.

19 (C) Extensions. The Town Administrator may grant a single extension of not
20 more than six (6) months upon written request from the applicant, prior to
21 expiration, that includes a demonstration of good cause for the delay. Good
22 cause may include, but shall not be limited to, delay caused by
23 governmental action or inaction or other factors beyond the control of the
24 applicant. The Town Administer may grant subsequent extensions of not
25 more than six (6) months each only upon demonstration of delay caused by
26 governmental action or inaction, or other factors beyond the control of the
27 applicant.

28 (D) Discontinuance. If, for any reason, the special exception use ceases or is
29 discontinued for a period of six (6) or more months, the premises shall not
30 thereafter be used for that special exception use without the subsequent
31 approval of a new special exception use application in accordance with this
32 article.

33
34 Sec. 112-070. Modification of approved special exception use.

35 Applicant-initiated amendments to an approved special exception use shall be
36 processed and reviewed in accordance with the procedures and standards set
37 forth in this article for new special exception uses.

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1
2 Sec. 112-080. Inspections.

3 All premises for which the Town has granted a special exception use permit are
4 subject to inspection by the Town on a periodic basis, but not less than annually,
5 to ensure compliance with all requirements of this article and conditions of
6 approval.

7
8 Sec. 112-090. Revocation.

9 (A) The Town council may revoke or modify a special exception use permit or
10 modify its terms of approval after conducting a public hearing that is
11 noticed pursuant to the requirements in Article 100 for special exception
12 uses upon any of the following occurrences:

13 (1) Failure to adhere to the representations made in the application and to
14 the terms and conditions of the approval.

15 (2) A repeat violation as defined in Sec. 2-149 of this code.

16 (3) Code violation that is not remedied within the timeframe the town has
17 allotted.

18 (4) Violations of three (3) code provisions within any five (5) year period.

19 (B) Upon any of the foregoing instances, the Town Administrator shall refer the
20 matter to the Town Council for public hearing, with written notice given to
21 the special exception use permit holder and the general public as provided
22 in Article 100 for special exception uses. At the conclusion of the hearing,
23 the Town Council may modify the terms of the permit or revoke the permit.

24 (C) Upon revocation of special exception use permit, the Town shall not process
25 any subsequent application for the same property or by the same applicant
26 for twelve (12) months.

27
28 Sec. 112-100. Status of uses lawfully established prior to designation as a
29 special exception use.

30 (A) Except as may otherwise provided herein, when a use that was established
31 as permitted by right (a permitted use or use indicated by a "P" in a
32 particular zoning district), and the ULDC is later amended to designate the
33 use as a special exception use, that use shall be considered a lawful special
34 exception use. Town Council approval pursuant to this Article is required
35 before any expansion of the use outside of the plot or portion thereof

Ordinance No. 2020-____

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1 occupied by the use as of the date the ULDC is amended to designate the
2 use as a special exception use.

3 (B) Reserved.

4 **Section 7: Codification.** The Town Clerk shall cause this ordinance to be
5 codified as a part of the ULDC during the next codification update cycle.

6 **Section 8: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
7 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
8 extent of such conflict.

9 **Section 9: Severability.** If any word, phrase, clause, sentence or section of
10 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
11 shall not affect the validity of any remaining portions of this Ordinance.

12 **Section 10: Effective Date.** This Ordinance shall take effect immediately
13 upon passage and adoption.

14 **PASSED ON FIRST READING** this ____ day of _____, 2019 on a motion made
15 by _____ and seconded by _____.

16 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
17 2020, on a motion made by _____ and seconded by
18 _____.

19 **(Signatures on Next Page)**

20
21 McKay _____
22 Schroeder _____
23 Amundson _____
24 Hartmann _____
25 Jablonski _____
26

 Ayes _____
 Nays _____
 Absent _____
 Abstaining _____

27

Ordinance No. 2020-____

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Doug McKay, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36291924.1

Ordinance No. 2020-____
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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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 2/13/2020
SUBJECT: Adoption of Rural Identification Program for Signage

Recommendation

Town Council motion to approve and adopt the ordinance.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

In 2003 the Town's Rural Arts Public Advisory Board created a Rural Identification Program Manual. The purpose of the manual was to create an identification signage program for the purpose of creating a stronger sense of place and community identity by establishing a vision or an overall identity. Although the Rural Identification Program Manual was created, numerous identification signs have been placed on Town property that do not conform with the manual's requirements. In an effort to prevent haphazard identification signage in the future, the Town wishes to adopt the Town of Southwest Ranches Rural Identification Program Manual.

Fiscal Impact/Analysis

None.

Staff Contact:

Andrew D. Berns, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
RIP Signage Ordinance - TA Aproved	1/31/2020	Ordinance
Existing RIP Signage Manual	1/31/2020	Exhibit

- 1
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- 28

WHEREAS, in 2003 the Town's Rural Arts Public Advisory Board created a Rural Identification Program Manual attached hereto as "Exhibit A"; and

WHEREAS, although the Rural Identification Program Manual was created, numerous identification signs have been placed on Town property that do not conform with the manual's requirements; and

WHEREAS, the Town believes that the adoption of the Town of Southwest Ranches Rural Identification Program Manual is in the best interest of the health, safety, and welfare of its residents;

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

Page 1 of 3

1 **Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed
2 as being true and correct, and are hereby incorporated herein and made a part hereof.

3 **Section 2.** The Town hereby officially adopts the Town of Southwest
4 Ranches Rural Identification Program Manual attached hereto as "Exhibit A" for
5 all new identification signage placed on Town Property.

6 **Section 3.** The Town hereby creates a new Section of its Code entitled
7 "Rural Identification Signage" that states as follows:

8 Rural Identification Signage
9

10 (a) All signs placed on Town property, after January 1, 2020, including but not
11 limited to the Town's right of way, shall conform with the standards and design
12 guidelines set forth within the Town's Rural Identification Program Manual. Any
13 identification sign currently located on Town property that needs to be repaired
14 or replaced after January 1, 2020, shall be repaired or replaced in conformity
15 with the standards and design guidelines set forth within the Town's Rural
16 Identification Program Manual attached hereto as "Exhibit A".

17 (b) All signs placed on Town property, including but not limited to the Town's
18 right of way, shall be approved by the Town prior to installation. If Town
19 approval has not been obtained, the sign may be removed by the Town at
20 installers expense.

21
22 **Section 4: Codification.** The Town Clerk shall cause this Ordinance to be
23 codified as a part of the Town's Code or ULDC during the next codification update cycle.

24 **Section 5: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
25 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
26 extent of such conflict.

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

Ordinance No. 2020-__

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Section 7: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this 23rd day of January, 2020 on a motion made by Vice Mayor Schroeder and seconded by Council Member Jablonski.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2020, on a motion made by _____ and seconded by _____.

McKay	_____	Ayes	_____
Schroeder	_____	Nays	_____
Amundson	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Jablonski	_____		

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

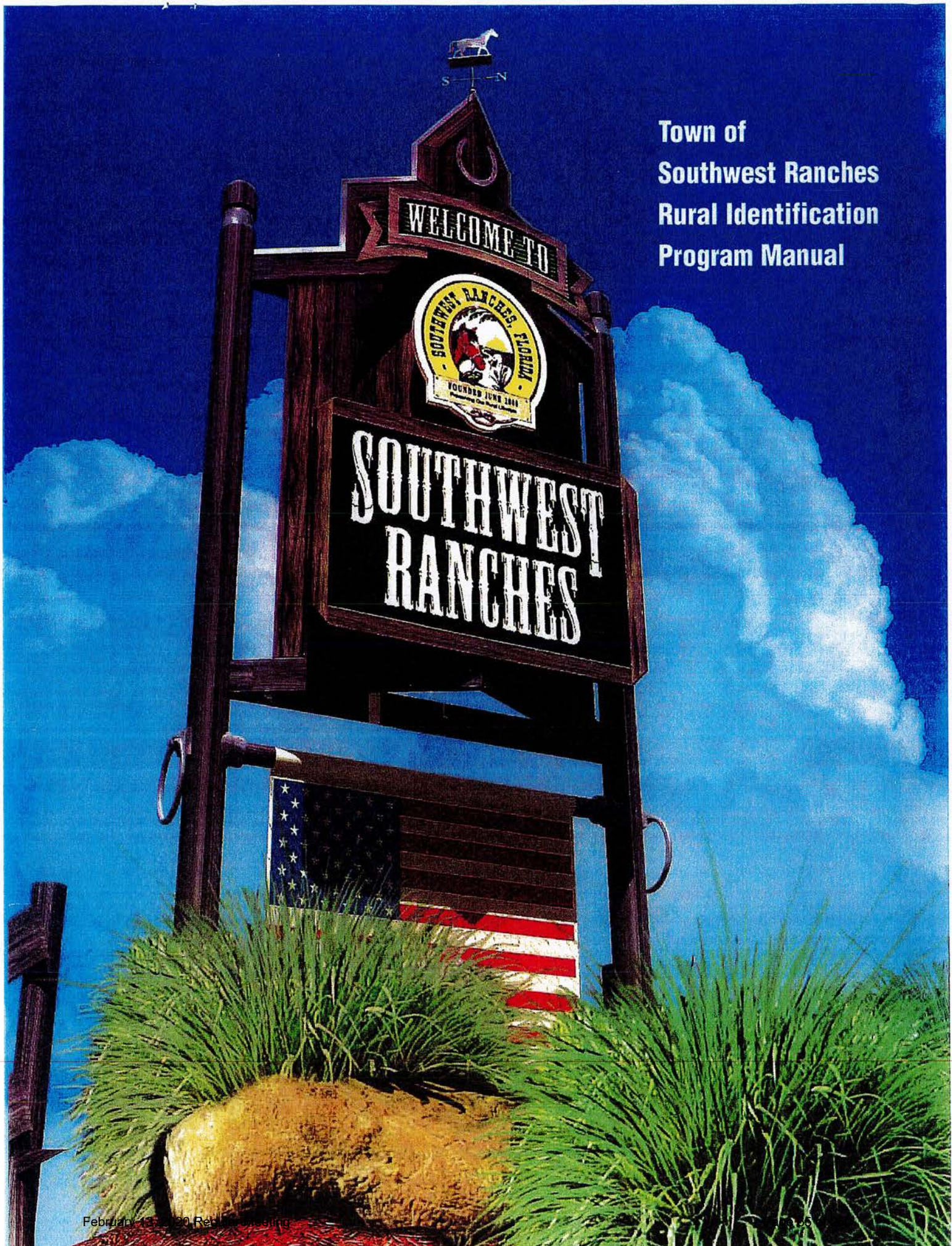
Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

Ordinance No. 2020-____

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**Town of
Southwest Ranches
Rural Identification
Program Manual**

Town of Southwest Ranches Rural Identification Program Manual



Town of Southwest Ranches
Rural Signage Identification Program

For the purpose of
creating a stronger sense
of place and community identity
by establishing a vision or
an overall identity.

August 13, 2003

Presented To:

Design Arts Advisory Board:

John Monroe, Chairman
Victor Giannoble, Vice Chairman
Jan Pushkar, Secretary
Eileen Dunn
Donna Osborne
Sue Caccavale
Pat Dailey

The Town Council:

Mecca Fink, Mayor
Freddy Fisikelli, Vice Mayor
Council Member Forest Blanton
Council Member Aster Knight
Council Member Don Maines
and
John Canada, Town Administrator
Richard Rubin, Town's Grants Administration
Lee Rickles, Town's Program Manager



Funding for this organization is provided in part by the
Broward County Board of County Commissioners as
recommended by the Broward Cultural Affairs Council.

Prepared by:



Kenneth Cimetta, Project Designer
18251 S.W. 52 Court
Southwest Ranches, FL 33331
954-680-4584
Fax: 954-434-2607
www.cimettadesign.com

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Purpose & Rationale

Town of Southwest Ranches Rural Identification Program

“For the purpose of creating a stronger sense of place and community identity by establishing a vision or an overall identity.”

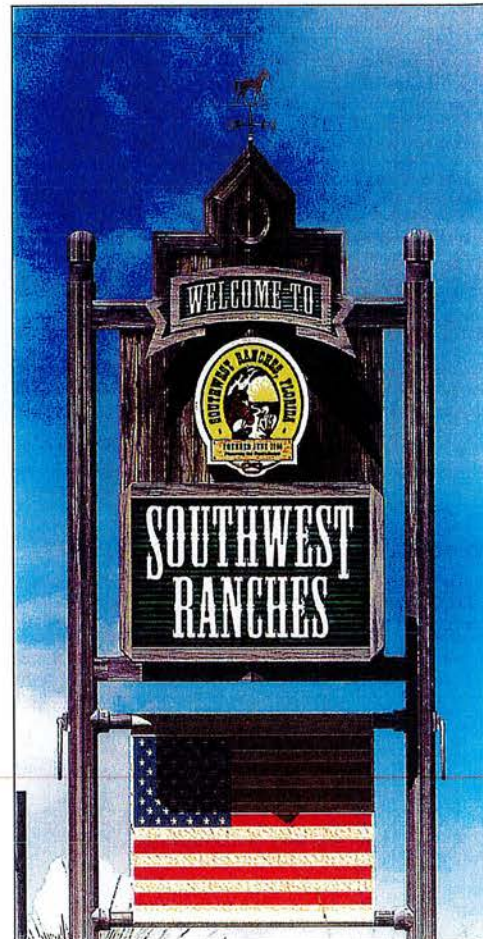
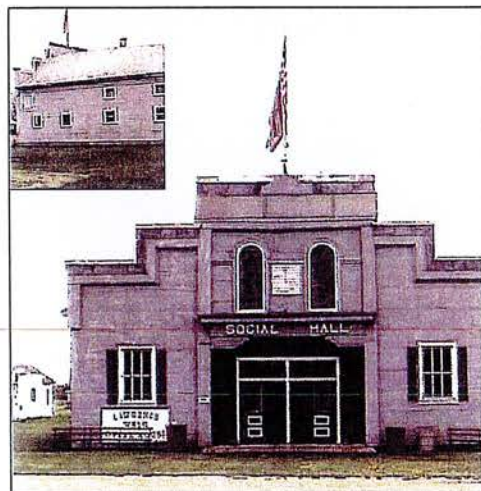
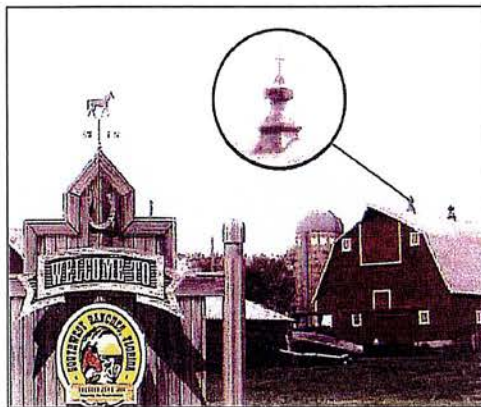
Natural wood colors were used to enhance the rustic feel capped off with tin accents which also add support to the structure. Other accents include hitching rings which would be both ornamental and functional.

A weather vane adorns the tops of the signage with a changeable custom graphic designed for each community and one specifically designed for the town. The weather vane was chosen because it was thought to be a quintessential element of country and rural living. The top pointed

shape of the sign is representative of the copula found on older barns throughout the US.

The signs are designed in a wedge shape with a flat front facing. The wedge shape adds dimension to the signage and reacts positively to different changing light conditions throughout the day.

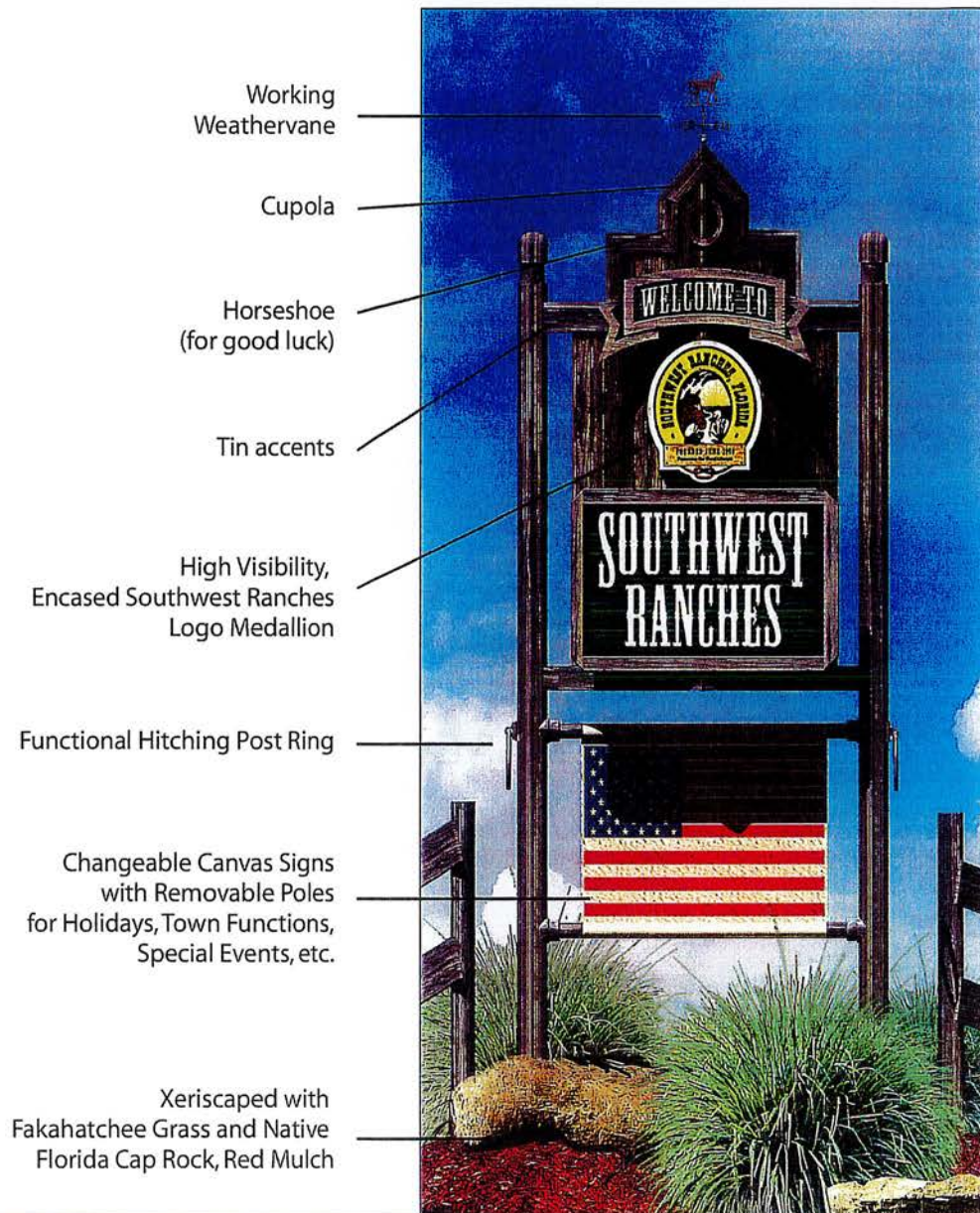
Optional signage can be added to the bottom portions of the signs announcing community events, holidays or simply a nice spot to place an American Flag.



map

Conceptual Signage Design Elements

Town of Southwest Ranches Rural Identification Program



Community Meetings

Town of Southwest Ranches Rural Identification Program

Sunshine Ranches - May 29th

The Rural Identification Design concept boards were presented to residents attending the meeting. Kenneth Cimetta, project designer, went over the main elements of the signage and various examples of the signs. Input was elicited from the homeowners. All the verbal comments were positive with the exception of one woman who preferred a brick wall main entrance to the community and another resident who thought that the thirty thousand dollar grant was somewhat steep for the amount of designs they were looking at.

Questions asked were about building materials, sign locations, durability and costs. The residents were told that there was no funding for the production as of yet. One woman mentioned that she thought it was worth raising taxes to give the community a sense of place. Some of the citizen's debated whether the signage should have lighting or not.

Anniversary Celebration - May 31st

The boards were placed on easels at the Southwest Ranches Anniversary celebration. Kenneth Cimetta, project designer elicited input from people attending the Anniversary Celebration. All the verbal comments were positive with the exception of one woman who preferred a brick wall main entrance sign to her community. She was told that we were trying to create an overall visual concept, or identity and that continuity would be important, although there were a lot of options available for individual community identification and that the homeowner's associations do have total control of whatever they decide to do in regards to their entranceways.

Questions were asked about building materials, sign locations and funding for the manufacturing of the signs. One gentleman suggested designing mailboxes for the community, which would include the design elements of the signage as a fund raiser for the signs. Another resident suggested printing Christmas Cards with a photo of the signage. A young ROTC member pointed out that the Florida

State Flag and the US flag reversed on the rendering of the Park entrance sign.

Country Estates - June 2nd

The Rural Identification Design concept boards were presented to residents attending the meeting. Kenneth Cimetta, project designer reviewed the main elements of the signage and various examples of the signs. Input was elicited from the homeowners. All the verbal comments were positive. One resident was very enthusiastic about the changeable message signs. One resident remarked that the signs were beautiful.

Questions were asked about building materials, sign locations and funding for the manufacturing of the signs. One resident suggested we develop (way finding) street signs, naming individual streets throughout the community. Another resident pointed out that the flags were reversed on the park entrance sign.

Green Meadows/Deems Ranches - June 19th

The Rural Identification Design concept boards were presented to residents attending the meeting. Kenneth Cimetta, project designer reviewed the main elements of the signage and various examples of the signs. Input was elicited from the homeowners. All the verbal comments were positive. One gentleman commented that we were off to a great start. Another woman loved the map concept on the way finding equestrian signage. Two people commented on the horse trail exit sign on one of the way finding park signs.

Questions were asked about building materials, sign locations and funding for the manufacturing of the signs. One gentleman was concerned about the clearance of the park entrance but we reinforced the fact that these signs were purely conceptual. A new backlit directional sign was developed at the request of Richard Rubin that would be placed on Griffin road alerting drivers of the next entrance. One resident pointed out how useful it would be in helping the fire department, EMS and police in the

Community Meetings

Town of Southwest Ranches Rural Identification Program

case of an emergency. One resident commented on how much he liked the weather vane and Kenneth Cimetta, project designer volunteered to develop a custom graphic element for his community. Another resident suggested adding the URL of their web site to the community entrance sign.

Rolling Oaks - June 24th

The Rural Identification Design concept boards were presented to residents attending the meeting. Kenneth Cimetta, project designer, went over the main elements of the signage and various examples of the signs. Input was elicited from the homeowners. All the verbal comments were positive.

Questions were asked about building materials, sign locations and funding for the manufacturing of the signs. One resident was opposed to additional taxes to produce the signs and that the individual communities should raise the funds. A Police officer attending the meeting made a positive comment about the street location signs developed for Griffin road and how they add an element of safety. Some questions were asked about the lighting of those signs. Recommendations were made for electric, solar and reflective materials.

Sunshine Ranches Equestrian Park meeting - June 30th

A meeting was held with Eileen Dunn, Bob Dunn, (Residents of Sunshine Ranches, President of SSR Homeowners Association, SSR Park Advisory Board Members) Richard Medlock, Richard Rubin, Lee Rickles and myself to discuss the development of signage for the new park. Richard Medlock is under contract, for an artistic environmental installation, currently under construction in the park. A proposed entranceway to the park as part of a grant submittal (un-funded to date) by Medlock was discussed. Kenneth Cimetta, project designer, felt that his designs were very creative and unusual and that any signage placed at the entrance way would have to be very delicately handled so as not to clash with the proposed design. Mr. Cimetta suggested that we

move the signage away from the park entrance just off the street before the canal, which would create a buffer between the designs. Unfortunately due to setback restrictions we are not able to do so. Richard Medlock recommended a very basic wood sign within a certain proportion. Under the direction of Lee Rickles and Richard Rubin Mr. Cimetta developed a much smaller, simplified version of the entrance sign sans many of the design concept elements presented to the DARB such as the weather vane, copula and three-dimensional layout. A parking directional sign and horse trail entrance sign were also developed.

Griffin 345 - June 30th

Lee Rickles (SWR) and Victor Giannoble (Vice Chair, Design Arts Review Board) attended the meeting. I was not in attendance. Rural Identification Design concept boards were presented and the ranking forms were distributed to the attendees. Most comments were regarding placement and financial concerns. There were little comments about the specific designs.

General Meeting for Residents held at town hall - July 14th

The Rural Identification Design concept boards were presented to residents attending the meeting. Kenneth Cimetta, project designer, went over the main elements of the signage and various examples of the signs. Input was elicited from the homeowners. All the verbal comments were positive with the exception of one resident who brought drawings of a proposed community entrance made out of brick. We had told her that the individual homeowners associations had total control of their entranceways but one of our objectives was to design a sense of place throughout the community and that continuity was an important factor.

Questions were asked about building materials, sign locations and funding for the manufacturing of the signs. One resident suggested we take the weather vane concept and build a weather station in some of the parks. One resident commented to me that the signs were beautiful and that we had all

Community Meetings

Town of Southwest Ranches Rural Identification Program

done a great job.

The Arts Committee

Most of the comments given at the meetings were positive. Initially some members of the committee and a resident attending the meeting suggested that the signs resembled the signage of the Town of Davie. Someone suggested that it was possibly the color of the signage. At the following meeting color variations were presented, which the arts committee voted on. They chose a gray weathered look based on the rural look of the wood and tying into the Everglades foliage. All the boards in the presentation were revised.

One of the members of the committee felt the

signs were simply just signs and did not give the feeling of a sense of place that she was looking for. She suggested we develop variations of the entrance way signs using various materials such as rock and wood and more landscaping. She also wanted to see variations of certain design elements. Several variations of the signage were provided and the reception to the new boards was somewhat positive. She thought a smaller lower sign would be more appealing and one was also developed.

Everyone pretty much agreed that to develop a sense of place the landscaping and foliage played an important roll. Xeriscaping was agreed to almost unanimously helping to keep maintenance costs to a minimum.

Summary of Community Meetings

Town of Southwest Ranches Rural Identification Program

In the initial meetings with the Design Arts Committee everyone agreed and voted on changing the colors of the proposed signage from dark brown to a weathered grey. Variations to the original designs were added especially to the community entrance way signs.

The majority of the residents accepted the proposed signage in a very positive manner. Although there were three or four residents who had envisioned totally different entrance ways for their communities. Some of which brought proposed drawings and sited specific examples.

The most common concerns in all of the community meetings concerned budgets and materials. Residents seemed to be concerned about retaining their own identity for their individual community's and having the last say in the development of the community entrance way signs. A large variety of designs were developed retaining the continuity of the signage but still giving them a variety of individual choices.

The use of xeriscaping and natural native plants as landscaping around the signage was agreed to by almost everybody.

The hardware and accessorized developed for the signage such as the weather vane, hitching post and changeable message signs were all received positively.

Survey

Town of Southwest Ranches Rural Identification Program

Neighborhood

Prepared By

Date

DEFINING OUR RURAL LIFESTYLE QUESTIONNAIRE

	YES	NO	NOT SURE
I. GENERAL TOWN SIGNAGE			
1. Do you feel Entryway signs are consistent with Rural Lifestyle? Comments:	35	1	2
2. Do you feel Trail signs are consistent with Rural Lifestyle? Comments: Where are the trails? Didn't know we had any.	36	1	
3. Do you feel Park signs are consistent with Rural Lifestyle? Comments:	33	3	2
4. Do you feel signs in median notifying drivers of upcoming local roads/neighborhoods are consistent with Rural Lifestyle? Comments: We are not a city don't need it, good idea.	34	4	
5. Do you feel Docking signs are consistent with Rural Lifestyle? Comments: Yes, if it's simple; to the point and depict the rural lifestyle.	26	3	6
II. NEIGHBORHOOD ENTRANCEWAYS			
1. Do you like the general design? Comments: We need an alternative.	36	2	2
2. Would you like to see the design expanded? Comments: More unique, too glitzy, perfect as is.	12	17	4
3. If YES to #2, please add enhancement(s): (Check preference)			
a) Landscaping (14) f) Wood Fence (8) b) Back-Lit signage (9) g) Ironwork (4) c) Torch lights (1) h) Large Boulders (8) d) Stone walls (6) i) Other (1) e) Brick walls (3)			
4. Would you pay additional taxes to enhance neighborhood signage?	12	23	2
5. Would you pay additional dues or fees to Neighborhood Association to enhance neighborhood signage?	21	15	2
6. Should neighborhood entrance signs incorporate Community Bulletin Board?	17	14	8
7. Should neighborhood entrance signs include area for announcing upcoming events?	24	9	5
Should the entrance sign have the weather Vane?	18	6	3
.....the Steeple?			
.....Xeriscape Landscaping?	22	3	3
.....Other?	7	3	3
8. What neighborhood entrance would be your first choice for signs?	1	1	7
9. General Comments: <div style="display: flex; justify-content: space-between;"> <div> <ul style="list-style-type: none"> • Surprised that 30k was used for so few designs • Changeable sizes for events and holidays • Too similar-- not innovative • Signs are stupid • People would finally realize we are here and we mean rural • Our residents a sense of pride, visitors would take notice of what Southwest Ranches stands for • Signage should strive to let people know there are crowing roosters and horses if they don't like it don't move here! </div> <div> <ul style="list-style-type: none"> • Looks Beautiful! • All signs are good! • Nice job! • Love the flag! • Great start! • Love designs for our way finding program! • No new taxes! </div> </div>			

Typography

Town of Southwest Ranches Rural Identification Program

MESQUITE MEDIUM

For use in headlines and proper names

**A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
1 2 3 4 5 6 7 8 9 0**

Helvetica Medium

For use as subheadings, secondary wayfinding, etc.

**A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
1 2 3 4 5 6 7 8 9 0**

SHINGLE Roof Color



Timberland Blend

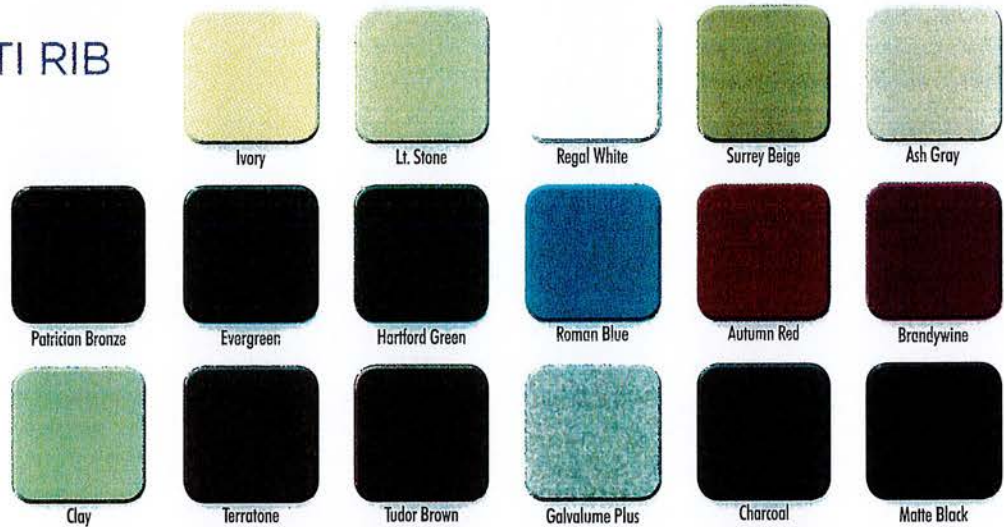
Note: Tongue & Groove wood sub-roof is standard for Max Rib and Shingle Roof options.



STANDING SEAM Roof Color Options



MAX & MULTI RIB Roof Color Options

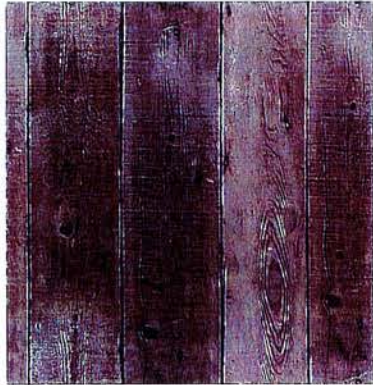


METAL Column Color Options

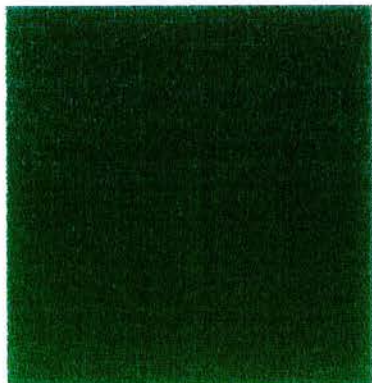


Color Swatches

Town of Southwest Ranches Rural Identification Program



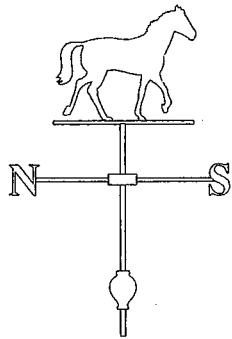
Gray Wood Grain



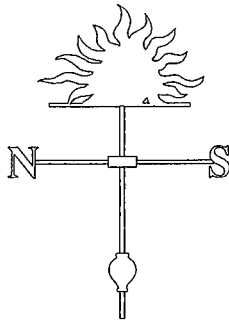
PMS 357 Green

Hardware

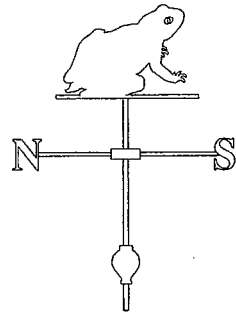
Town of Southwest Ranches Rural Identification Program



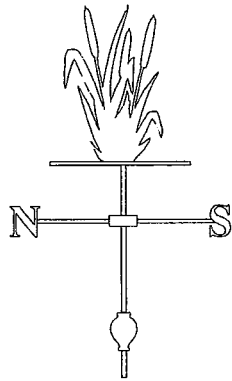
Community Name



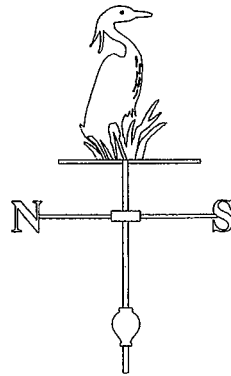
Community Name



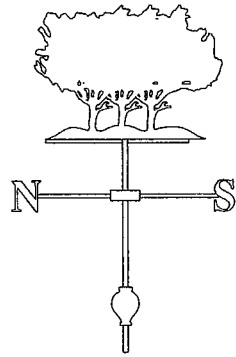
Community Name



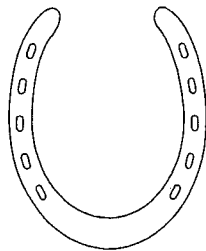
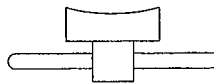
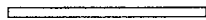
Community Name



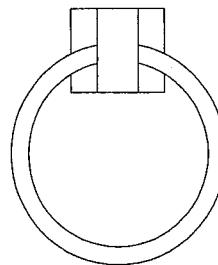
Community Name



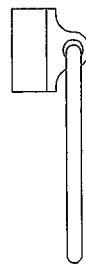
Community Name



Horseshoe



Hitching Ring



Signage

Town of Southwest Ranches Rural Identification Program

Entranceways into the Town

1

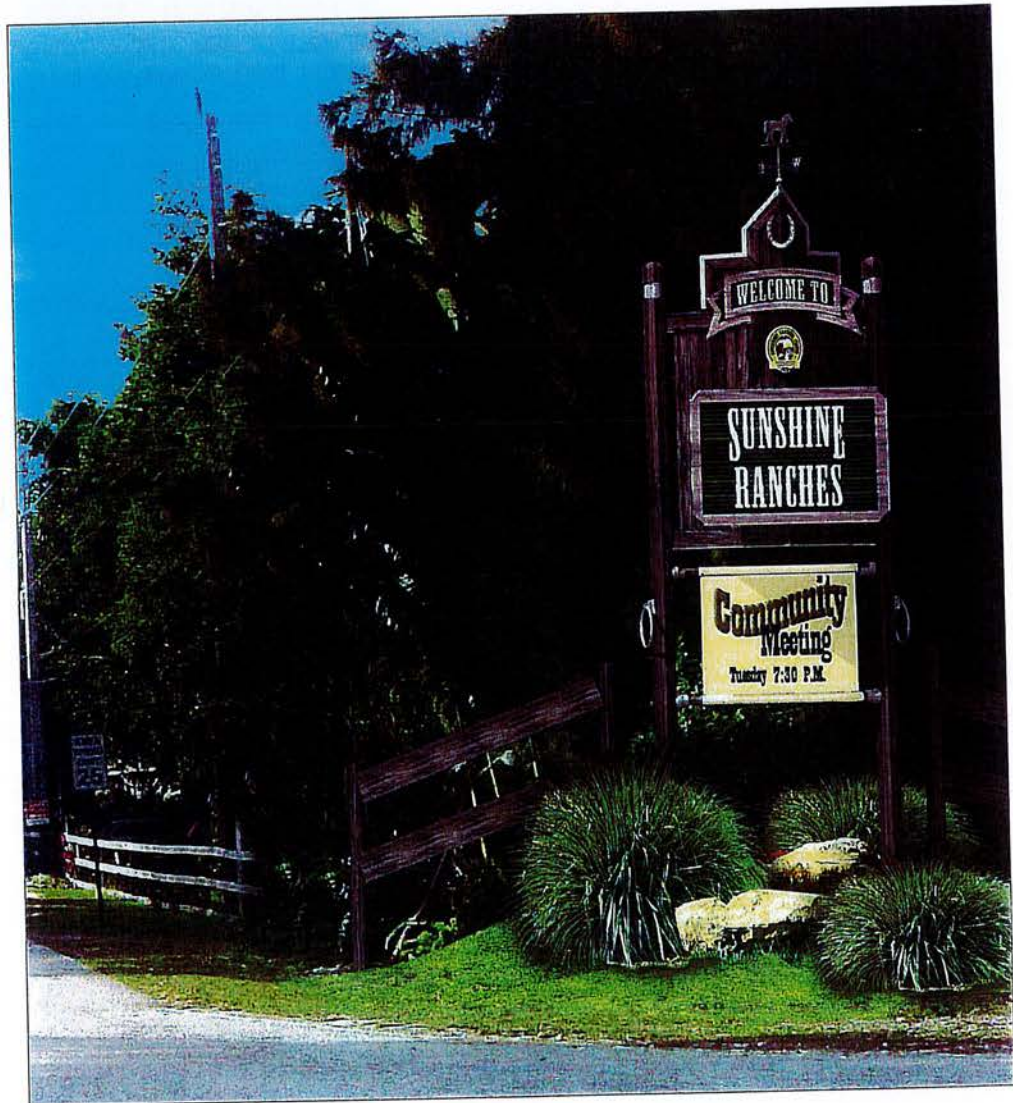


- | | |
|---|-----------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrance & Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Docking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

Town of Southwest Ranches Rural Identification Program

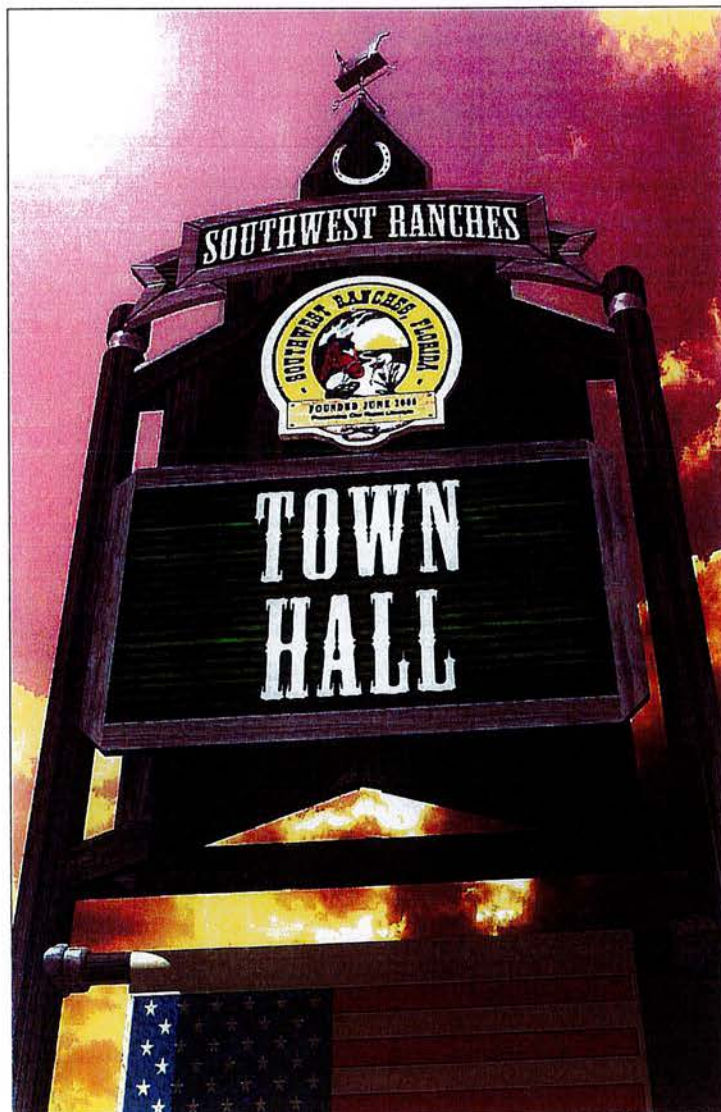
1 2 3 4



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

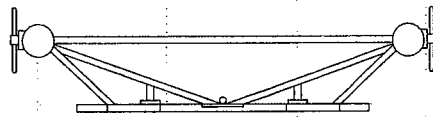
Town of Southwest Ranches Rural Identification Program



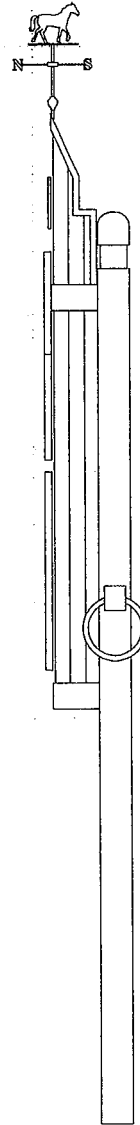
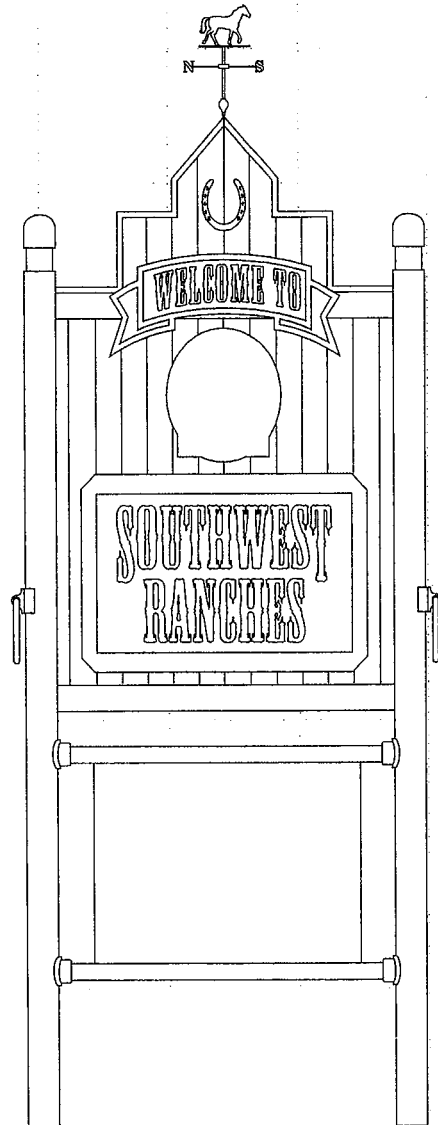
- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Isometric Drawing

Town of Southwest Ranches Rural Identification Program

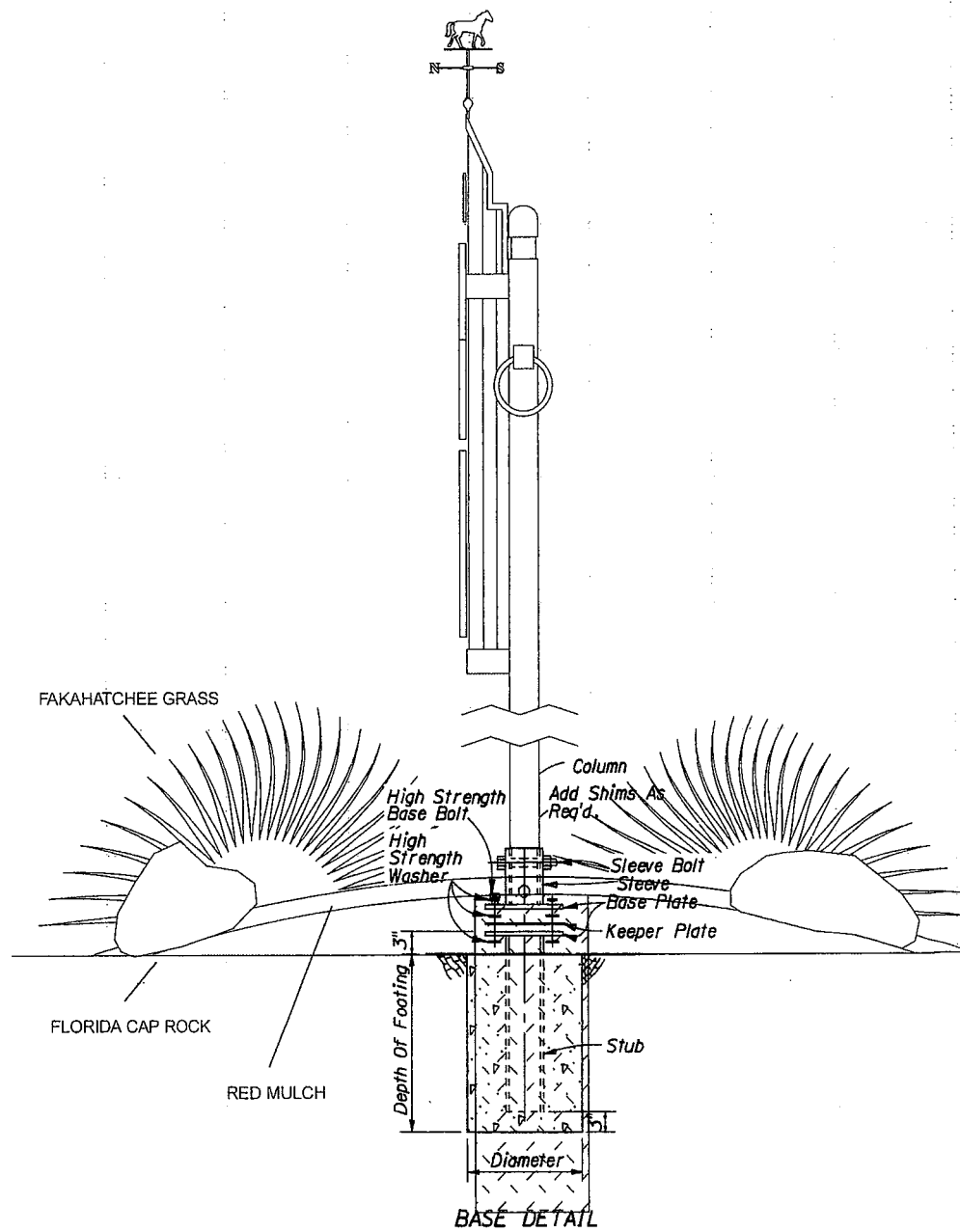


Scale:
1 inch = 1 foot



Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

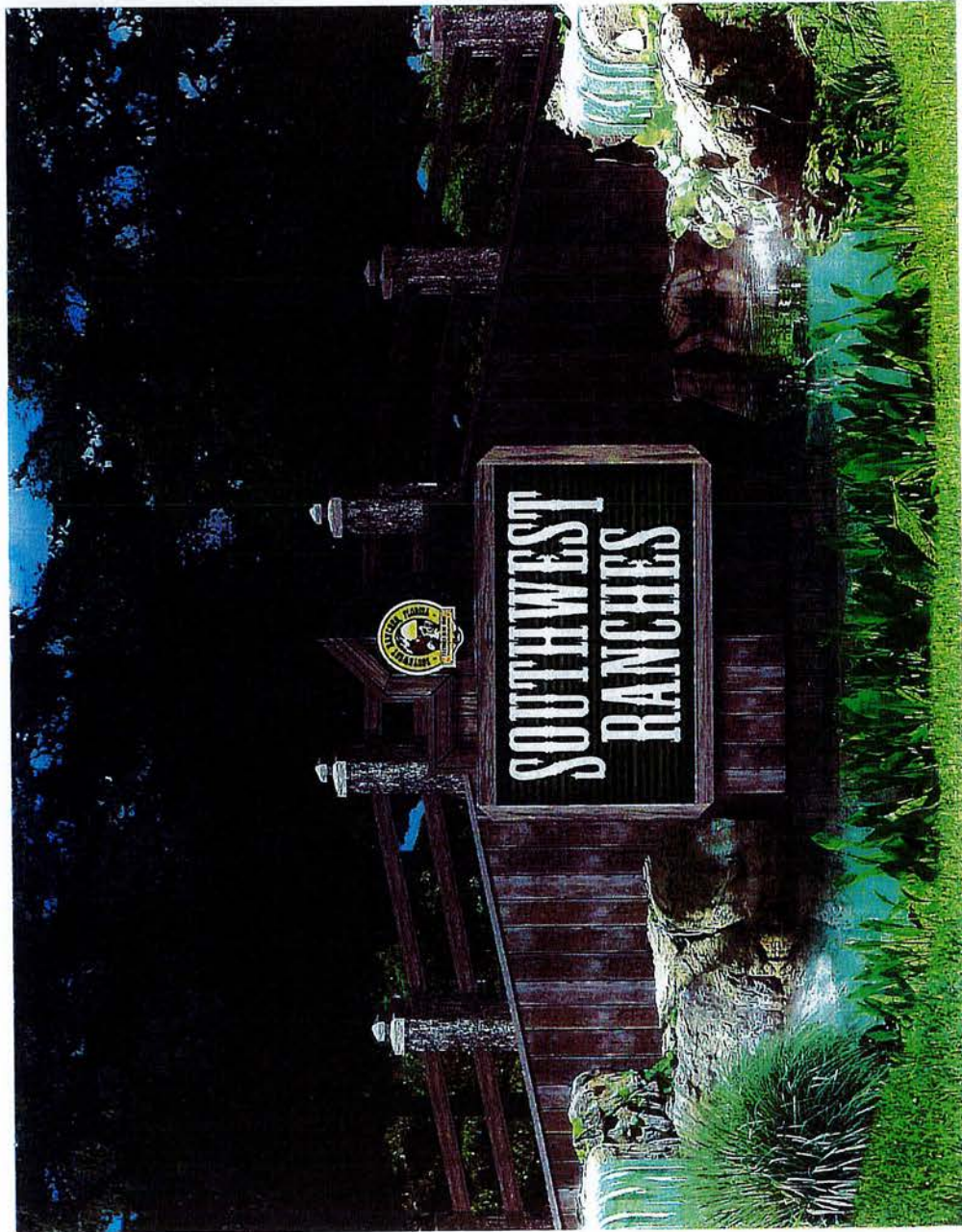
Town of Southwest Ranches Rural Identification Program

Signage	Item	Qty	Cost
Page 12			
Weather Vane	\$ 600.00	1	\$ 600.00
Blasted HDU	\$ 950.00	1	\$ 950.00
Posts	\$ 607.00	2	\$ 1,214.00
Welcome To	\$ 300.00	1	\$ 300.00
Logo	\$ 350.00	1	\$ 350.00
Background	\$ 2,500.00	1	\$ 2,500.00
Hitching Ring	\$ 125.00	2	\$ 250.00
Banner	\$ 350.00	1	\$ 350.00
Banner Arms	\$ 350.00	1	\$ 350.00
Installation	\$ 1,200.00	1	\$ 1,200.00
Fence	\$ 350.00	2	\$ 700.00
Horse Shoe	\$ 75.00	1	\$ 75.00
Fabrication	\$ 2,000.00	1	\$ 2,000.00
		Amount	\$ 10,839.00
		Total	\$ 10,839.00

Signage

Town of Southwest Ranches Rural Identification Program

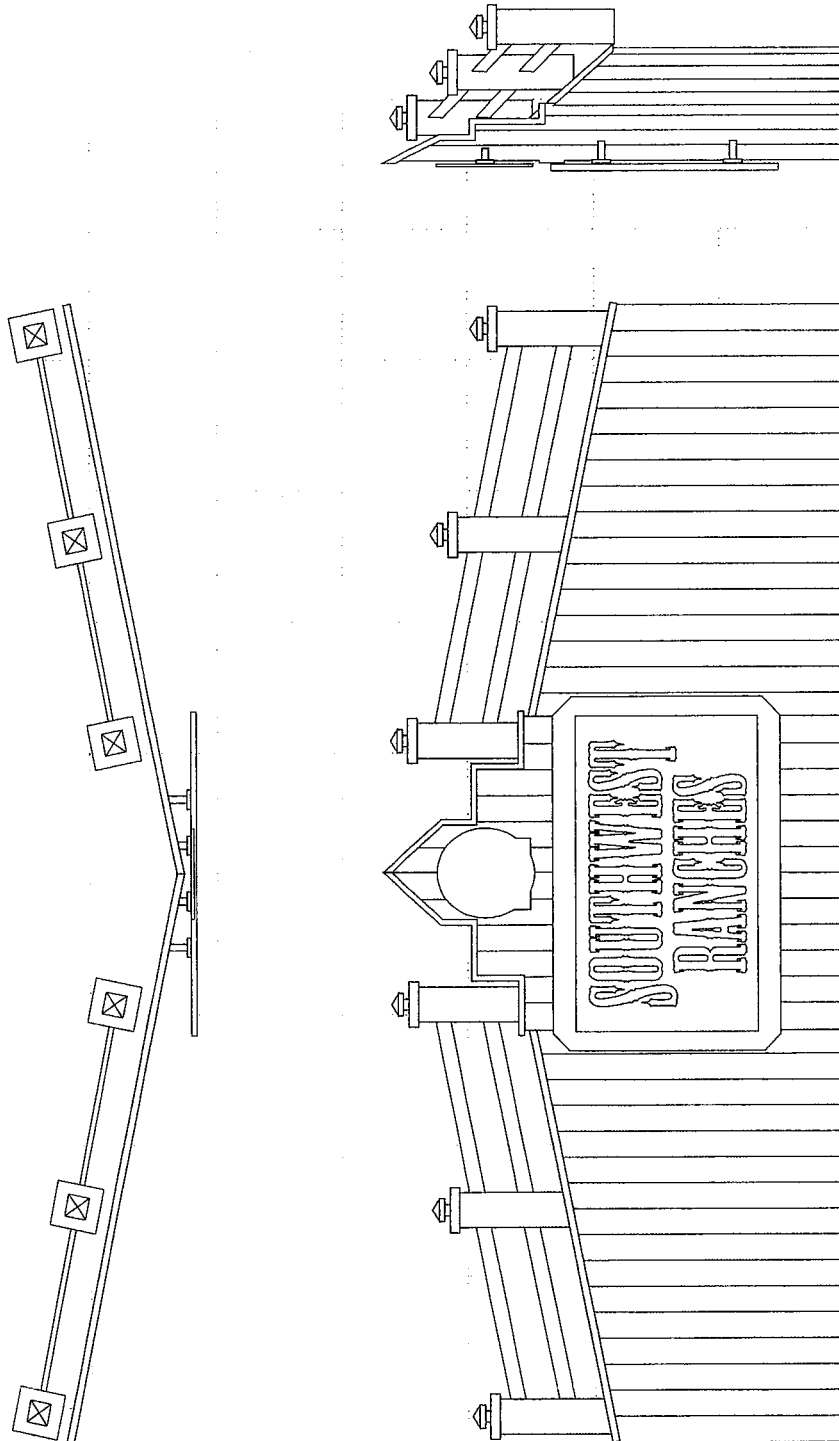
1 3 4



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

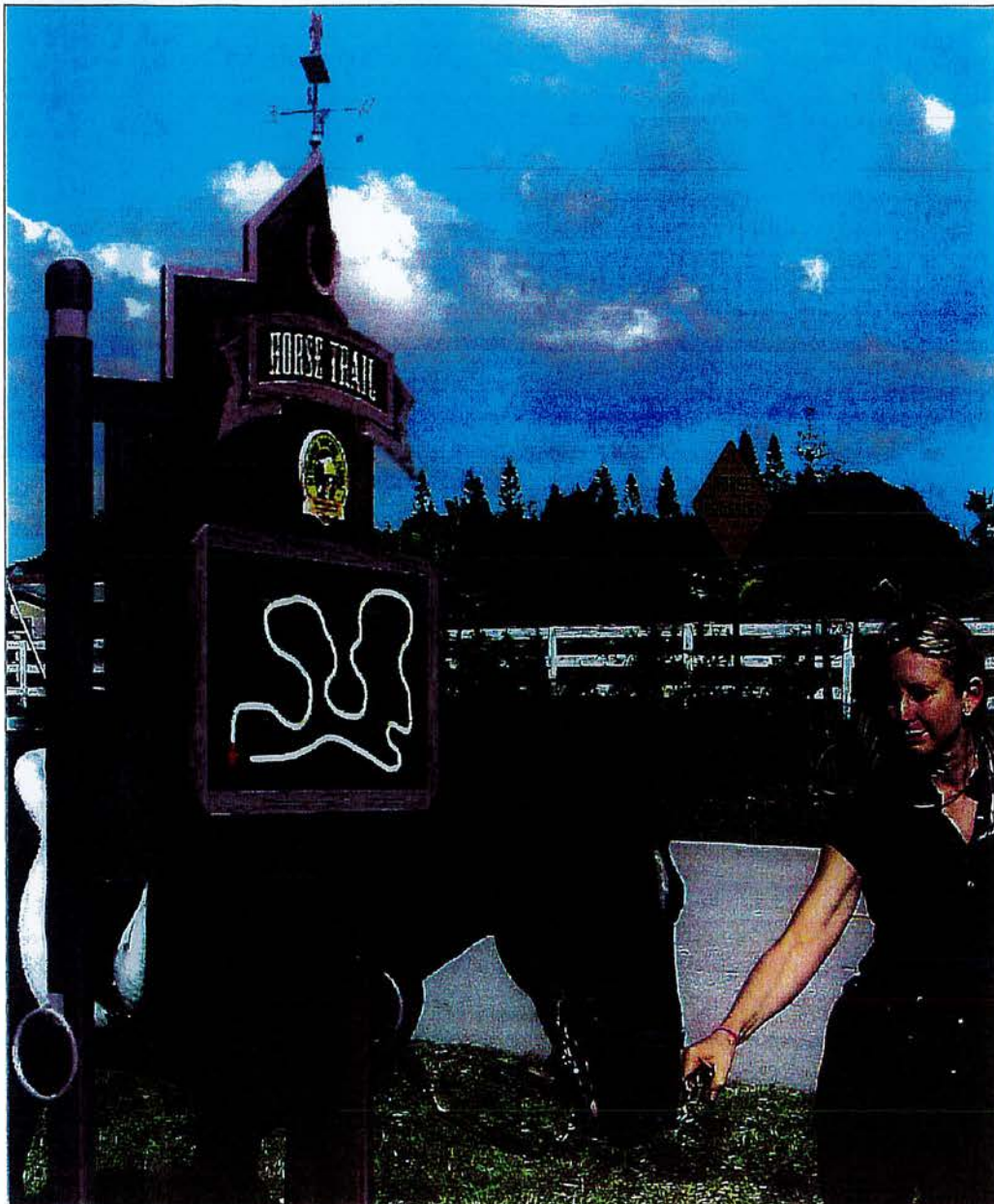
Signage	Item	Qty	Cost
Page 18			
Concrete Columns	\$ 1200	6	\$ 7,200.00
Aluminum Background	\$ 12,500.00	1	\$ 12,500.00
Blasted HDU	\$ 1,200.00	1	\$ 1,200.00
Logo	\$ 350.00	1	\$ 350.00
Installation	\$ 4,000.00	1	\$ 4,000.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Amount	\$ 25,250.00
		Total	\$ 25,250.00

Signage

Town of Southwest Ranches Rural Identification Program

Multi-purpose Equestrian Wayfinding Identification

2

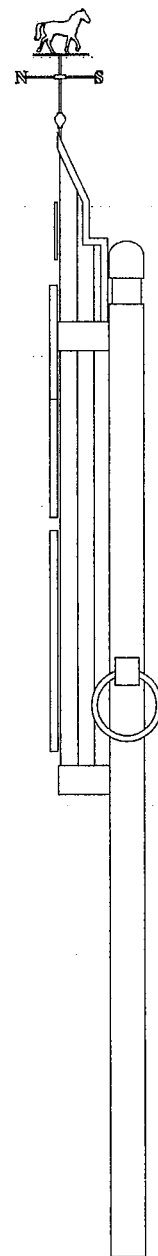
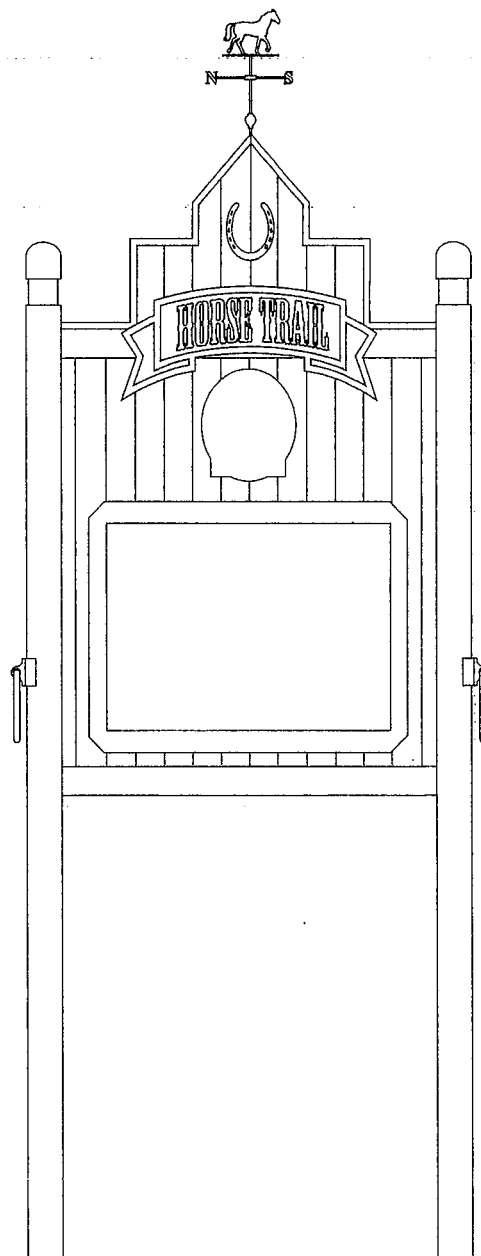
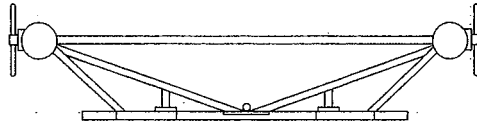


1. Entranceways into Town
2. Multi-purpose Equestrian Wayfinding Identification
3. Public Park Entrances
4. Neighborhood Entranceways

5. Town Hall Entrances and Direction
6. Parking System
7. Miscellaneous

Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

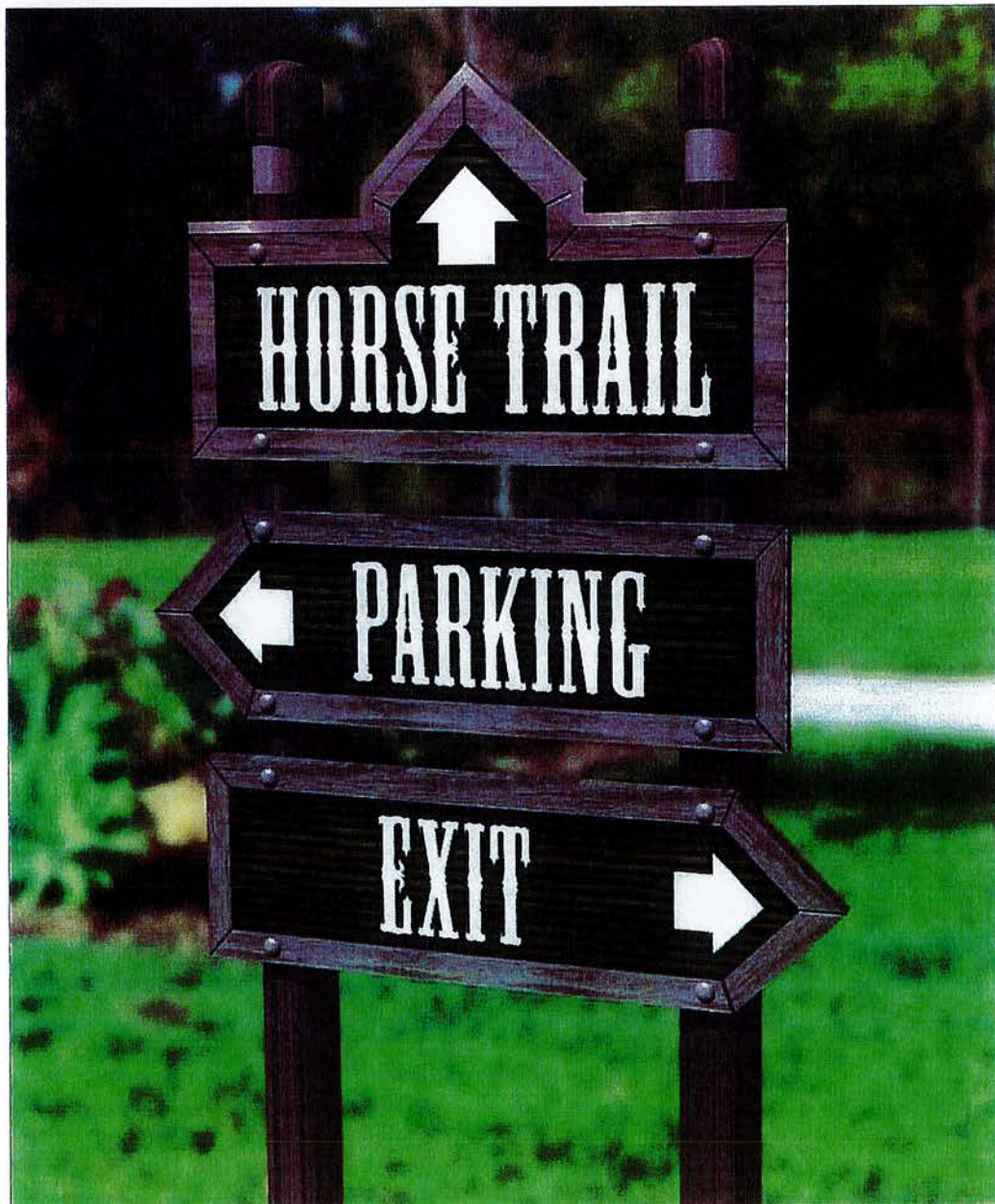
Signage	Item	Qty	Cost
Page 21			
Weather Vane	\$ 600.00	1	\$ 600.00
Horse Trail	\$ 250.00	1	\$ 250.00
Posts	\$ 200.00	2	\$ 400.00
Way Finding Map	\$ 350.00	1	\$ 350.00
Logo	\$ 200.00	1	\$ 200.00
Background	\$ 500.00	1	\$ 500.00
Hitching Ring	\$ 125.00	2	\$ 250.00
Horse Shoe	\$ 75.00	1	\$ 75.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Amount	\$ 2,625.00
		Total	\$ 2,625.00

Signage

Town of Southwest Ranches Rural Identification Program

Multi-purpose Equestrian Wayfinding Identification

2



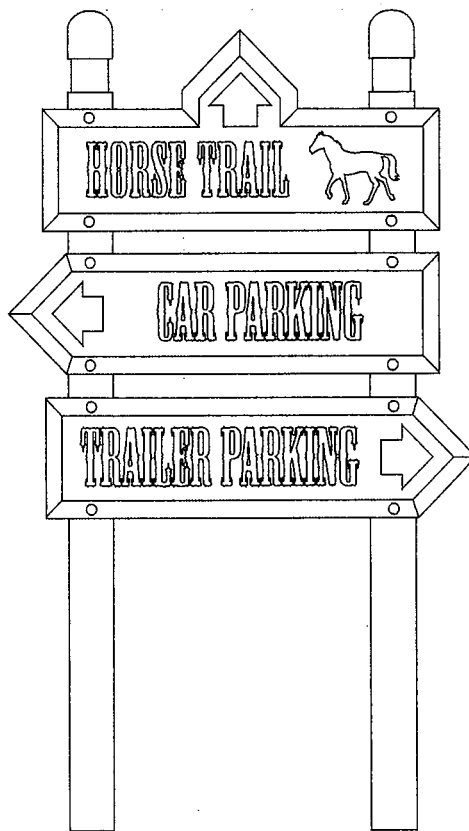
1. Entranceways into Town
2. Multi-purpose Equestrian Wayfinding Identification
3. Public Park Entrances
4. Neighborhood Entranceways

5. Town Hall Entrances and Direction
6. Parking System
7. Miscellaneous

Isometric Drawing

Town of Southwest Ranches Rural Identification Program

Scale:
1in. = 1ft.



Estimate

Town of Southwest Ranches Rural Identification Program

Signage	Item	Qty	Cost
Page 24			
			\$ -
Blasted HDU	\$ 125.00	3	\$ 375.00
Posts	\$ 100.00	2	\$ 200.00
Installation	\$ 75.00	1	\$ 75.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Amount	\$ 650.00
		Total	\$ 650.00

Signage

Town of Southwest Ranches Rural Identification Program

Public Park Entrances



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

Town of Southwest Ranches Rural Identification Program

Split Rail with Coral Posts

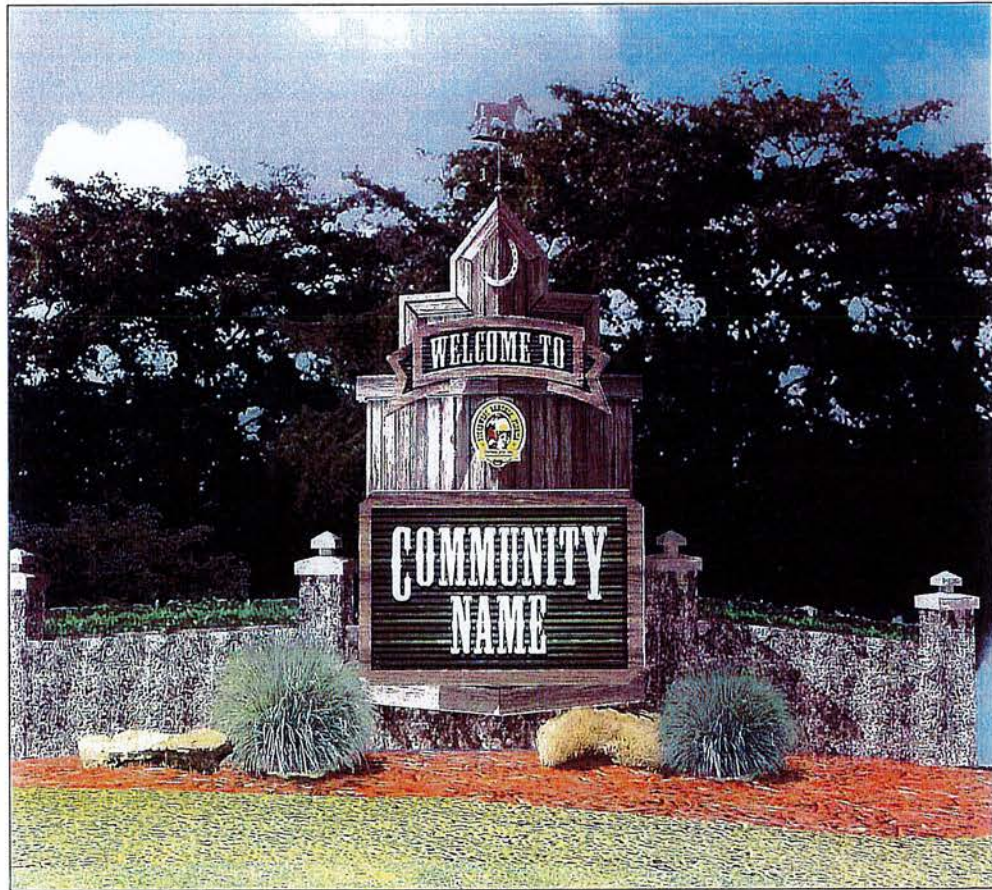


- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

Town of Southwest Ranches Rural Identification Program

Coral Rock Wall



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

Town of Southwest Ranches Rural Identification Program

Entranceways Opposite Side



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Signage

Town of Southwest Ranches Rural Identification Program



Options and Variations

Pointed Copula



No Copula



Flat Copula

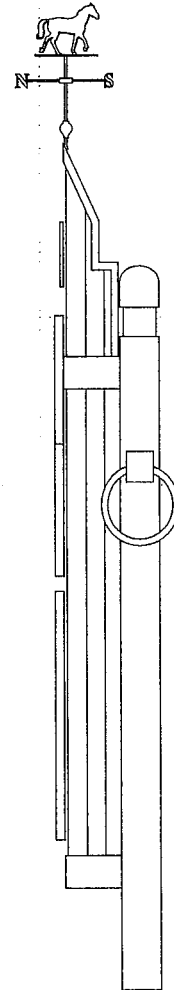
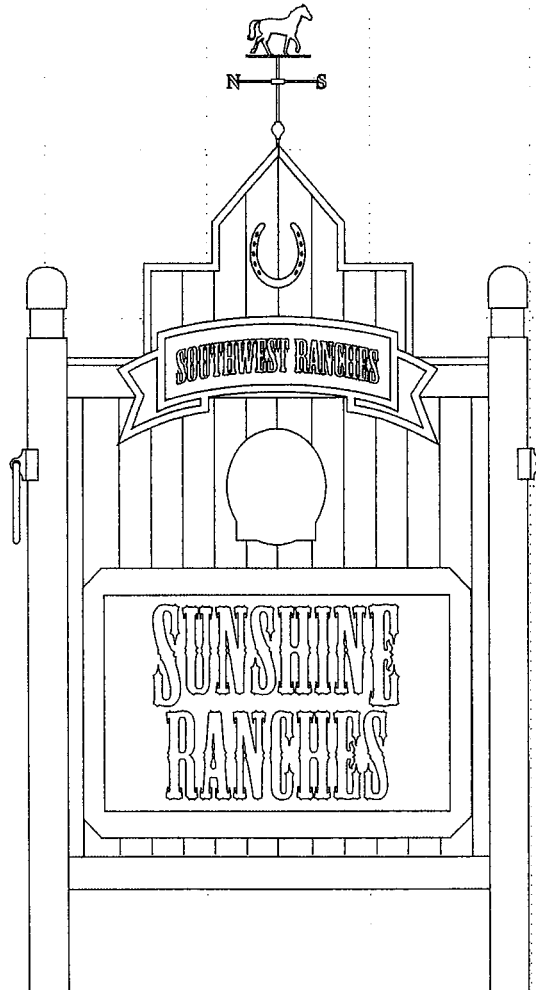
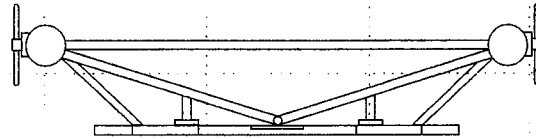


1. Entranceways into Town
2. Multi-purpose Equestrian Wayfinding Identification
3. Public Park Entrances
4. Neighborhood Entranceways

5. Town Hall Entrances and Direction
6. Parking System
7. Miscellaneous

Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

Signage	Item	Qty	Cost
Page27			
Weather Vane	\$ 600.00	1	\$ 600.00
Blasted HDU	\$ 1,200.00	1	\$ 1,200.00
Concrete Posts	\$ 800.00	4	\$ 3,200.00
Southwest Ranches	\$ 450.00	1	\$ 450.00
Logo	\$ 350.00	1	\$ 350.00
Background	\$ 2,500.00	1	\$ 2,500.00
Fence	\$ 350.00	2	\$ 700.00
Installation	\$ 2,000.00	1	\$ 2,000.00
Horse Shoe	\$ 75.00		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Amount	\$ 11,000.00
		Total	\$ 11,000.00

Signage

Town of Southwest Ranches Rural Identification Program

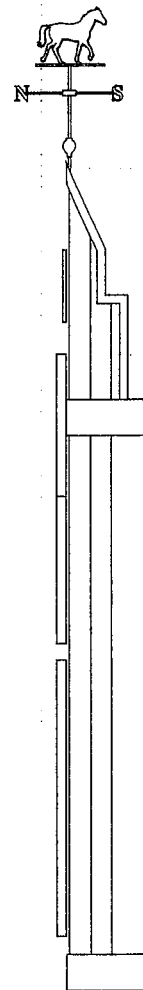
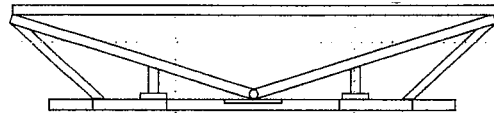
1 2 3 4



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

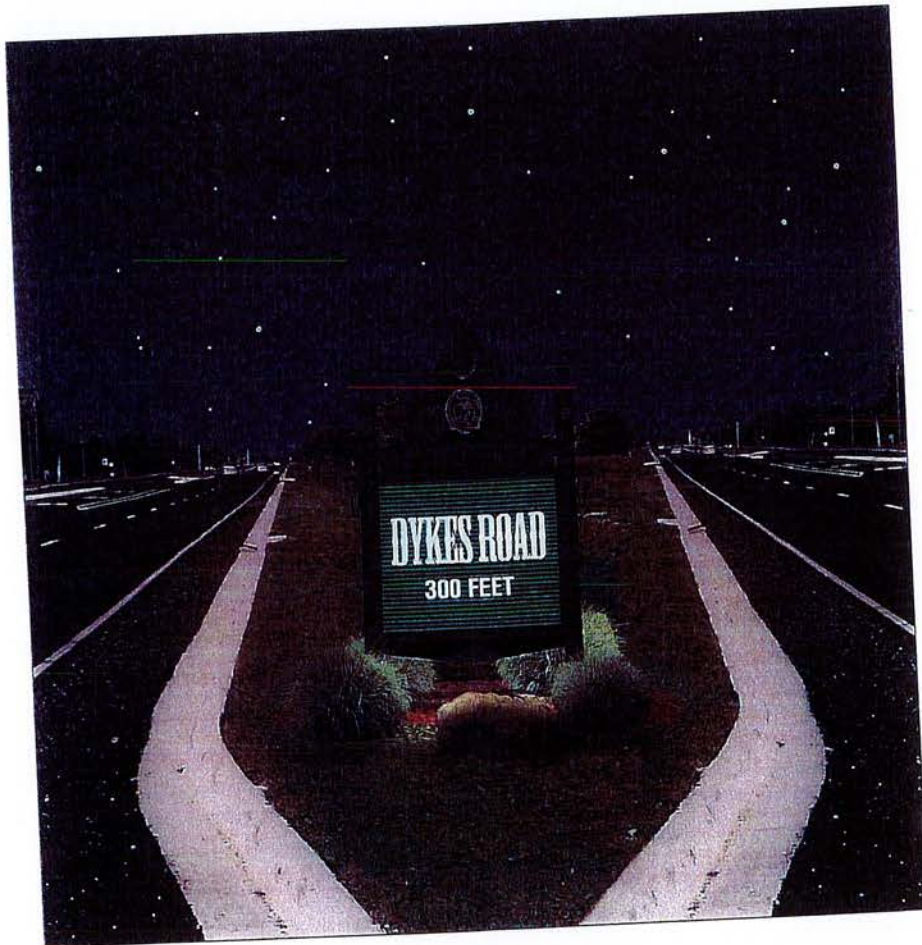
Signage	Item	Qty	Cost
Page 34			
Weather Vane	\$ 600.00	1	\$ 600.00
Blasted HDU	\$ 1,000.00	1	\$ 1,000.00
Posts	\$ 250.00	2	\$ 500.00
Logo	\$ 200.00	1	\$ 200.00
Background	\$ 650.00	1	\$ 650.00
Installation	\$ 800.00	1	\$ 800.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Amount	\$ 3,750.00
		Total	\$ 3,750.00

Signage

Town of Southwest Ranches Rural Identification Program

Median Wayfinding, backlit, solar or reflective

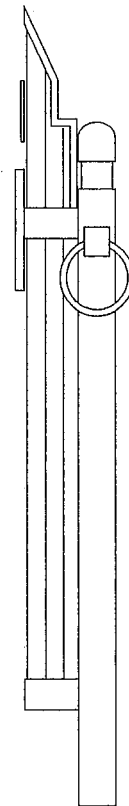
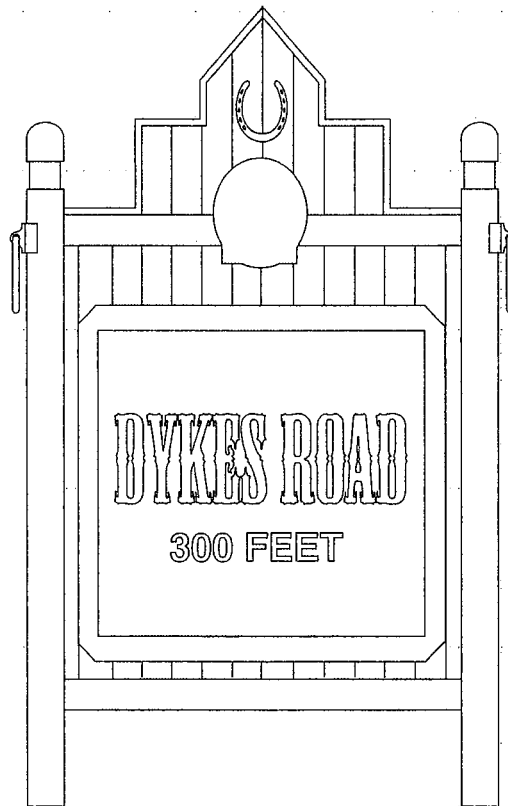
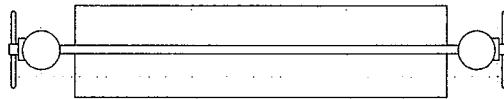
7



- | | |
|---|--------------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrances and Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Parking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

Signage	Item	Qty	Cost
Page 37			
Reflective Sign	\$ 225.00	1	\$ 225.00
Aluminum Background	\$ 960.00	1	\$ 960.00
Posts	\$ 150.00	2	\$ 300.00
Logo	\$ 125.00	1	\$ 125.00
Hitching Ring	\$ 125.00	2	\$ 250.00
Installation	\$ 200.00	1	\$ 200.00
		2	\$ -
		1	\$ -
		1	\$ -
		1	\$ -
		2	\$ -
		1	\$ -
		1	\$ -
		Amount	\$ 2,060.00
		Total	\$ 2,060.00

Signage

Town of Southwest Ranches Rural Identification Program

Sunshine Ranches Equestrian Park Signage & Wayfinding



Scale:
1 in. = 1 ft.



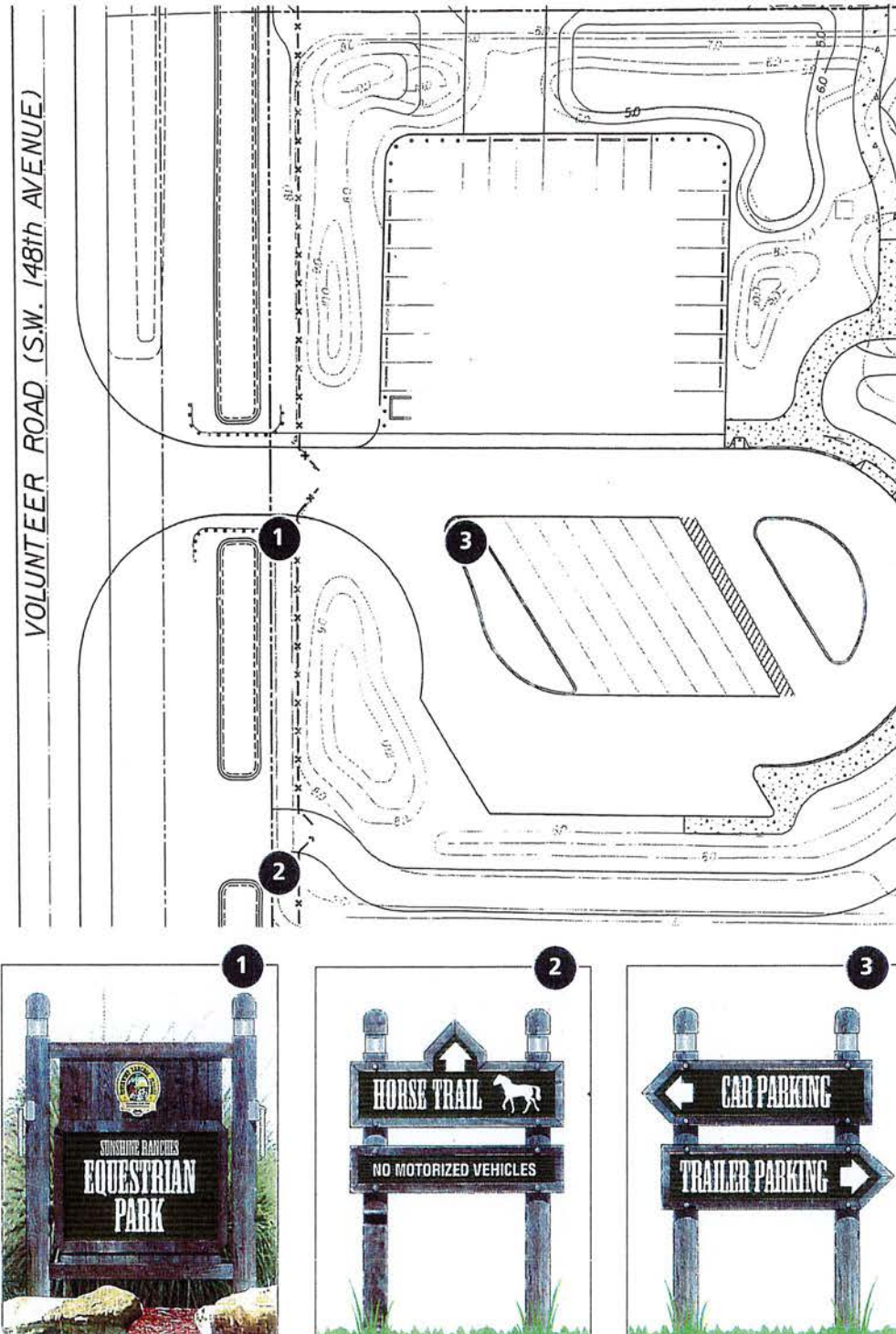
1. Entranceways into Town
2. Multi-purpose Equestrian Wayfinding Identification
3. Public Park Entrances
4. Neighborhood Entranceways

5. Town Hall Entrances and Direction
6. Parking System
7. Miscellaneous

Site Plan

Town of Southwest Ranches Rural Identification Program

Equestrian Park Entranceways and Wayfinding



Miscellaneous

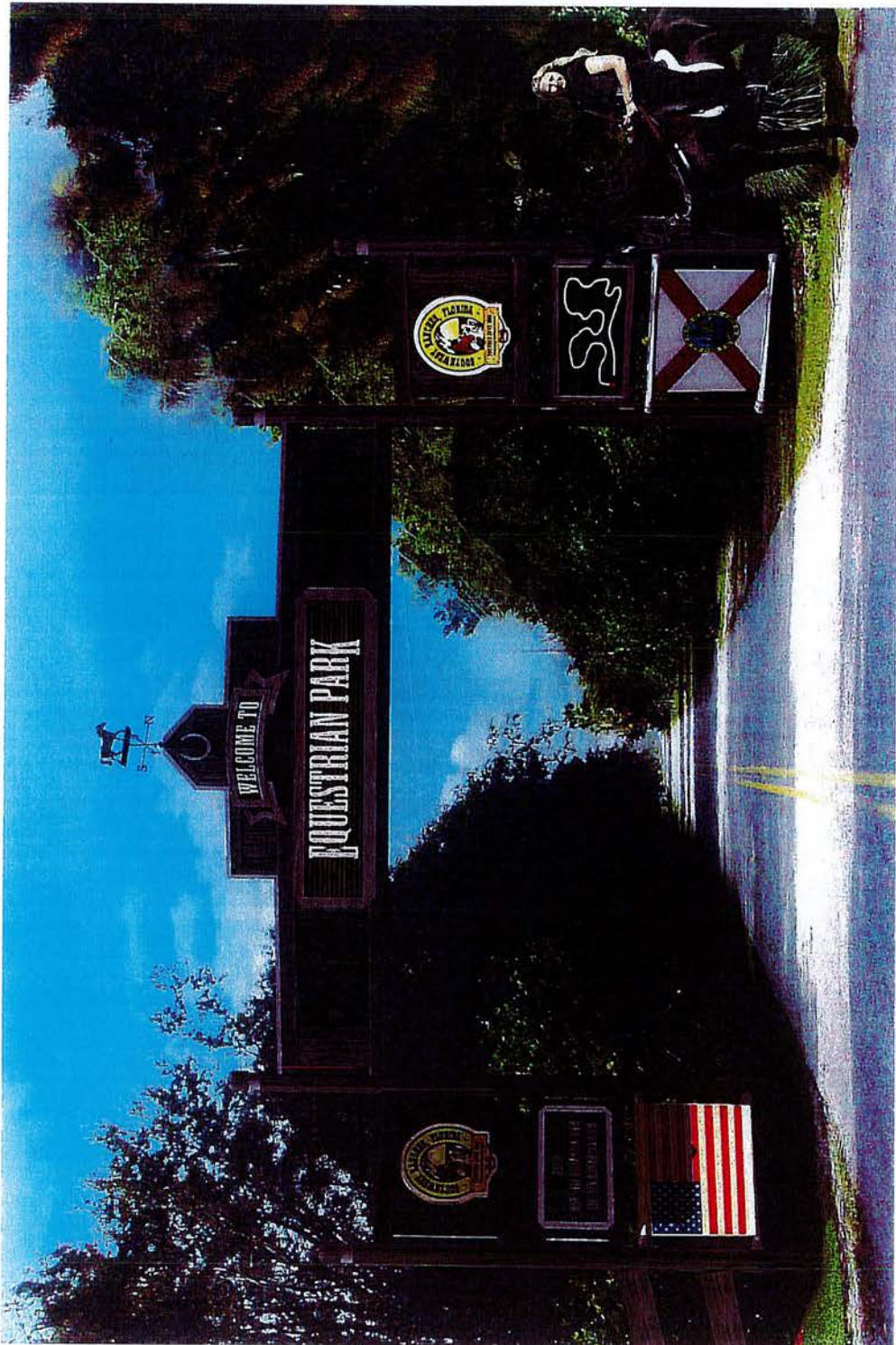
Town of Southwest Ranches Rural Identification Program

Sunshine Ranches Equestrian Park Signage & Wayfinding



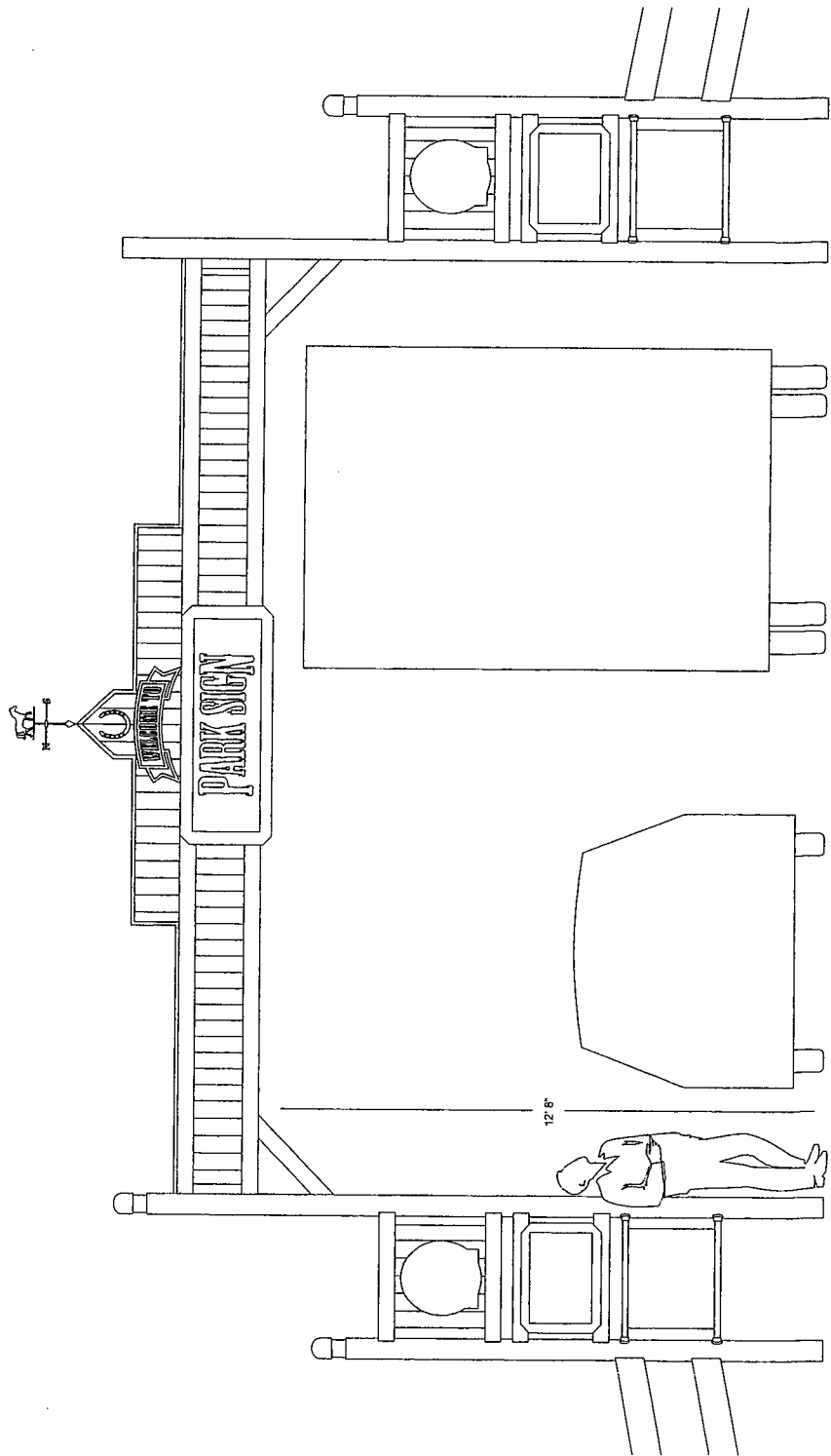
Miscellaneous

Town of Southwest Ranches Rural Identification Program



Isometric Drawing

Town of Southwest Ranches Rural Identification Program



Estimate

Town of Southwest Ranches Rural Identification Program

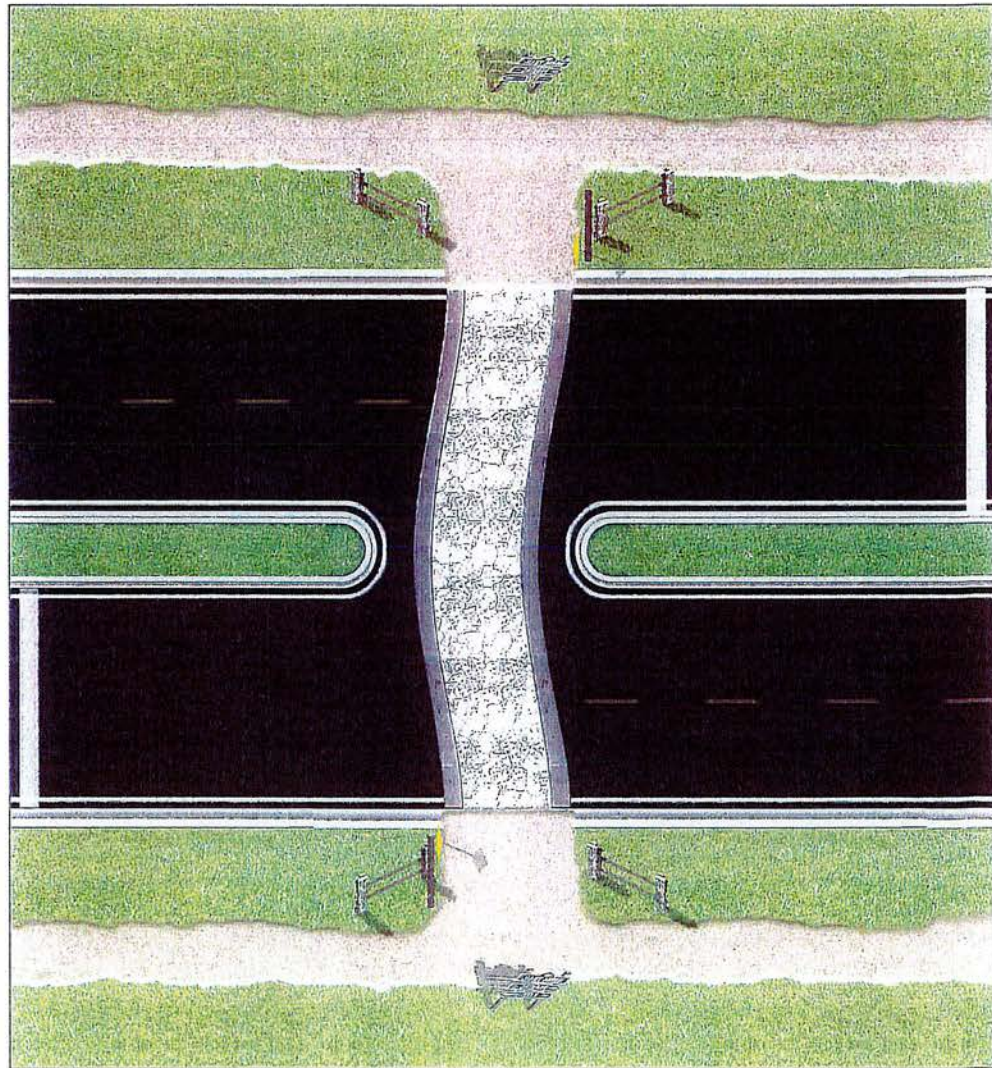
Signage	Item	Qty	Cost
Page 43			
Weather Vane	\$ 600.00	1	\$ 600.00
Blasted HDU	\$ 2,400.00	1	\$ 2,400.00
Posts	\$ 800.00	4	\$ 3,200.00
Welcome To	\$ 800.00	1	\$ 800.00
Logo	\$ 350.00	2	\$ 700.00
Aluminum Background	\$ 5,200.00	1	\$ 5,200.00
Hitching Ring	\$ 125.00	4	\$ 500.00
Banner	\$ 350.00	2	\$ 700.00
Banner Arms	\$ 350.00	2	\$ 700.00
Installation	\$ 4,000.00	1	\$ 4,000.00
Engineering	\$ 1,500.00	1	\$ 1,500.00
Horse Shoe	\$ 150.00	1	\$ 150.00
Fabrication	\$ 2,000.00	1	\$ 2,000.00
		Amount	\$ 22,450.00
		Total	\$ 22,450.00

Miscellaneous

Town of Southwest Ranches Rural Identification Program

Horse/Pedestrian Crossing

2



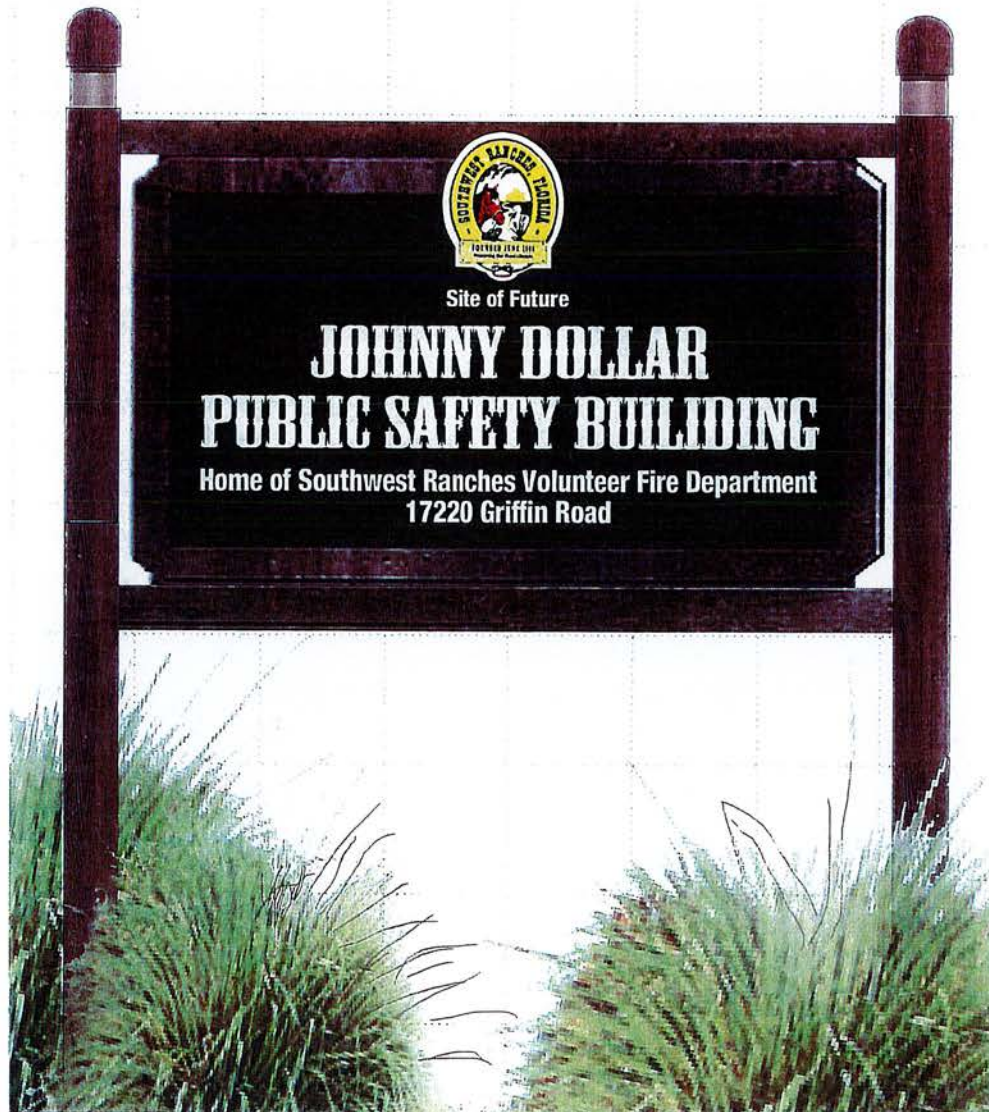
- | | |
|---|-----------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrance & Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Docking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |

Miscellaneous

Town of Southwest Ranches Rural Identification Program

Future Johnny Dollar Public Safety Bldg. Sign

7



- | | |
|---|-----------------------------------|
| 1. Entranceways into Town | 5. Town Hall Entrance & Direction |
| 2. Multi-purpose Equestrian Wayfinding Identification | 6. Docking System |
| 3. Public Park Entrances | 7. Miscellaneous |
| 4. Neighborhood Entranceways | |



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D Sherwood, Town Financial Administrator
DATE: 2/13/2020
SUBJECT: Agreement with Munilytics, Inc. for Updating the Methodology and Recurring Services for the Fire Assessment Program

Recommendation

It is recommended that the Town Council adopt the attached resolution and contract with Munilytics, Inc to initially update the Towns Fire Assessment methodology as well as perform recurring Fire Assessment services, as needed for a five (5) year period with the ability to renew and therefore extend, upon mutual consent, for a period not to exceed ten (10) years.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town's Finance & Budget Department advertised a Request for Proposals on December 13, 2019 (RFP 20-001) after obtaining detailed scope of services input from the Towns Fire Assessment Review Committee on November 19th, 2019. This advertisement appeared on DemandStar and in the Sun-Sentinel. On January 14th, 2020, the Town received two (2) responsive and responsible proposers. Accordingly, the Selection Negotiation Committee comprising of Andy Berns, Town Administrator, Russell Muniz, Assistant Town

Administrator/Town Clerk, and Martin Sherwood, Town Financial Administrator met on January 22, 2020 to review, discuss, and score the proposal responses received. Based on the RFP selection criteria and scoring which included pricing, the SNC recommended Munilytics, Inc as the highest and best qualified as follows:

RANKING	Total Points	Initial	5-year
		Year	Total
		Cost	Cost
		(NTE)	(NTE)
1. Munilytics, Inc.	269 points	\$20,600	\$34,600
2. Public Consulting Group (PCG), Inc.	191 points	\$29,595	\$108,375

On January 23, 2020, the Town Council was informed of the Selection and Negotiation Committee's (SNC) Final Ranking for the above-mentioned project as part of the Town Administrators agenda report and a five (5) business day period of posting has passed with no concerns. A Resolution and Agreement are included for your consideration.

Fiscal Impact/Analysis

The not-to-exceed (NTE) total cost for the initial year of the contract is \$20,600. Subsequently, for the period of years 2 through 5, the annual cost will range from \$1,100 to \$3,500 depending if response data is or is not updated and/or specialized legal methodology resolution preparation assistance is requested. The current fiscal year 2019-2020 adopted budget includes a \$39,000 appropriation for a Fire Assessment Methodology program modification therefore, sufficient budgetary funding is available.

Staff Contact:

Andy Berns, Town Administrator
 Russell Muniz, Assistant Town Administrator/Town Clerk
 Martin D. Sherwood, Town Financial Administrator
 Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
RESO Fire Assessment Methodology Study - TA Approved	1/29/2020	Resolution
RFP 20-001 Consultant Services to Update the Methodology and Fees for the Fire Assessment Program	1/25/2020	Contract

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND RANKING OF MUNILYTIC, INC., TO UPDATE AND TO PROVIDE RECURRING SERVICES FOR TO THE TOWN'S FIRE ASSESSMENT PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A", WITH MUNILYTICS, INC., IN AN INITIAL AMOUNT NOT TO EXCEED TWENTY THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$20,600.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 13, 2019, in furtherance of the Town's Procurement Code, the Town published a legal advertisement procuring qualified firms to review and to recommend updates as well as provide recurring services as it pertains to the methodology and fees for the Town's Fire Assessment Program; and

WHEREAS, on January 14, 2020, the Town received two (2) responses to its request; and

WHEREAS, on January 22, 2020 the Town's Selection and Negotiation Committee ("SNC"), at a publicly advertised meeting, reviewed the proposals and ranked Munilytics, Inc. as the most responsive and responsible vendor; and

WHEREAS, Munilytics, Inc., represents that it is willing and able to provide the required and recurring services for a five (5) year term which may be renewed and extended for a period of up to ten (10) years upon mutual agreement of the parties, and to assist the TOWN in making policy decisions relating to the Town's Fire Assessment Program; and

WHEREAS, the Town Council has approved, as part of the current fiscal year 2020 budget, an amount not to exceed \$39,000 to perform the contracted services for the initial year; and

WHEREAS, the Town Council desires to enter into an Agreement with Munilytics, Inc., in an amount not to exceed \$20,600 for the initial year, to complete a review and to make recommendations relating to the Town's Fire Assessment Program; and

WHEREAS, the Town Council has determined that the recommendation and ranking of the SNC is in the best interests of the Town.

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

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

Section 2. The Town Council hereby approves the SNC's ranking of the respondents to the Town's procurement RFP #20-001 relating to the Town's Fire Assessment Program as follows:

1. Munilytics, Inc. 269 points
2. Public Consulting Group (PCG), Inc. 191 points

Section 3: The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with the top ranked firm, Munilytics, Inc., in an amount not to exceed Twenty Thousand Six Hundred Dollars and Zero Cents (\$20,600.00) for the initial year to review and to recommend updates to the methodology and fees for the Town's Fire Assessment Program as well as enter into an agreement for five (5) years with an option to extend the contract for a period not-to-exceed ten (10) years.

Section 4: The Town Council authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 13th day of February 2020, on a motion by Council Member _____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36501095.1

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Southwest Ranches Council
Mayor Doug McKay
Vice Mayor Denise Schroeder
Delsa Winslow Amundson
Bob Hartman
Gary Jablonski



Town Administrator
Andrew Berns
Assistant Town Administrator/Town Clerk
Russell Muniz
Town Financial Administrator
Martin Sherwood

REQUEST FOR PROPOSALS

RFP No. 20-001

Town of Southwest Ranches
is seeking proposals for:

CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

Date issued/available for distribution: December 13 , 2019

Proposer shall submit one (1) unbound original, seven (7) bound copies of the completed proposal, and one (1) electronic copy of the proposal, excluding the price proposal, in a PDF or similar format, which must be received by the Office of the Procurement no later than **Tuesday, January 14, 2019, at 11:00 a.m. local time**. See Section 1.6 for mailing instructions.

Public Opening: The public opening will be held in the Town's Grand Oaks Conference Room or Council Chambers located at Town Hall on **Tuesday, January 14, 2019, at 11:00 a.m. local time**.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website, which can be accessed at <http://southwesteranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED
IN AN ALTERNATIVE FORMAT.

TOWNSHIP OF SOUTHWEST RANCHES
Request for Proposals for Consultant for
Updating the Methodology and Fees for the Fire Assessment Program

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TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

SECTION 1
GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Department (the “Department”). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.7, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Town imposes non-ad valorem assessments, which are collected by Broward County as part of the County’s tax bill, for the cost of fire protection services. The Department is seeking proposals from qualified and experienced firms to review the current rate methodology and assessment program for fire protection services and prepare updated rate studies. The purpose of the updated rate study is to recommend adjustments to the cost of fire protection services. Consultant (as defined hereinafter on Exhibit “A”) shall be required to perform the work and generate updated rate studies in compliance with Florida Statutes, case law, and any other rules, regulations, ordinances and requirements. Consultant shall also be required to ensure the proposed assessment will be collectable by Broward County through the County’s tax billing process.

The existing fire assessment methodology was adopted in 2011. Additionally, a link to the FY 2020 adopted Fire Protection rate is found in Town Ordinance 2019-055 at <http://southwestranches.org/wp-content/uploads/2019/09/2019-055-Fire-Assessment.pdf>.

1.3 SCOPE OF SERVICES

Proposer will be required to perform services including, but not limited to:

- (a) Receive and incorporate input from the Town’s Fire Assessment Review Committee;
- (b) Apportioning the fire assessment to each type of existing or newly re-categorized property: residential, barns, guest houses, commercial, agricultural, industrial, warehouse, institutional, governmental, mobile home parks, recreational vehicle parks, vacant property and any other classification of assessable property;
- (c) Expenditures which may be assessed as a special non-ad valorem assessment against real property;
- (d) Consideration of response data and readiness as a fire protection component;

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

- (e) Consultant shall be required to research and compile statistics into a report which justifies the recommendation to the Town. The compiled statistics shall be formatted into a usable database which is acceptable to the Town. Proposer may be required to update the report annually; and
- (f) Provide alternative rate impact(s) to categories utilizing unit, square feet, acreage and/or assessed value or parcel usage.
- (g) Review of other municipalities comprised of a similar rural residential composition, to determine an alternative method of cost allocation.
- (g) Evaluate the Town's current documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget requests, projected long-term capital needs, and other data pertaining to the provision of the fire services.
- (h) Evaluate outstanding issues and assist the Town in identifying policy decisions necessary to update the Town's assessment program commencing tax year 2020.
- (i) Determine the full cost recovery of fire service delivery including direct and indirect costs, utilizing the Town's current financial information.
- (j) Using a minimum of five (5) years of fire incident reports, correlate the fixed property uses within the reports to comparable property uses on the tax roll.
- (k) Analyze all property use categories within the Town, to determine which parcels receive a special benefit from fire services, and then fairly apportion the assessable costs among all benefited parcels within each property use category.
- (l) Utilize response and readiness components and accurate classification of parcels to develop an equitable method of apportionment.
- (m) Ensure the recommended assessment rates and parcel classification comply with all statutory requirements.
- (n) Identify service delivery issues which may affect the apportionment methodology.
- (o) Determine the validity of special assessment rates in compliance with Florida case law requirements.
- (p) Identify alternate sources of revenue to fund the service delivery costs.
- (q) Determine the net service delivery revenue requirement.

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

- (r) Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- (s) Ensure the data approach used includes the data required for the tax bill collection method in recurring years.
- (t) Consultant shall meet with the Town Fire Assessment Review Committee and staff for recommendations and present draft recommendations to the Committee and Council.
- (u) Present the completed program to the Town Council.
- (v) Assist the Town with calculation, development and adoption of implementing ordinances and/or resolutions.
- (w) Assist the Town with recurring annual rate calculation, development and adoption of ordinances and/or resolutions which include Council communication and exhibits (to be detailed and itemized under “recurring costs”).
- (x) Consultant may be required to provide additional services regarding challenges, public protests, administrative hearings or similar matters. These items would be billed as additional services at a separate hourly rate.
- (y) Consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

1.4 OPPORTUNITY OFFERED

The initial contract for services (“Contract”) is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed ten (10) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased, on annual basis, at the Town’s discretion. Such increase shall not exceed five percent (5%) of the annual fee of the existing Contract.

Consultant acknowledges that the annual fee is the maximum amount payable to the contractor and limits the Town’s monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon Contractor’s obligation to perform services under the Contract.

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

1.5 TIMETABLE

The anticipated schedule and deadline for this RFP and award is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, December 13, 2019, at: http://southwestranches.org/procurement
Deadline for Submission of Written Comments/Questions	Friday, January 3, 2019 , the Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Response to Written Comments/Questions	Wednesday, January 8, 2019
Deadline for Submission of Proposals	11:00 a.m. local time, on Tuesday, January 14, 2019 , at the Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:00 a.m. local time, on Tuesday, January 14, 2019 , at the Town's Grand Oak Conference Room or Council Chambers located at the Town Hall.
Submittal Evaluations	To be Determined
Selection Committee meeting(s) and Oral Presentations (if necessary)	To be Determined
Award Date	To be Determined

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers.

1.6 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½" x 11" inch size paper. One (1) unbound original and seven (7) bound hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time on **Tuesday, January 14, 2019**. Sealed price proposals shall be submitted separately and clearly marked "PRICE PROPOSAL". Proposer must also submit an electronic copy of the proposal on a CD or flash drive in a PDF or similar format, excluding the sealed price proposal. Refer to Section 3 for specific details. The original and all copies must be submitted in a sealed envelope or container. Proposer's *complete return address* must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer
Procurement Department
13400 Griffin Road
Southwest Ranches, FL 33330

RFP No.: 20-001

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

**Consultant Services to Update the Methodology and Fees for the
Fire Assessment Program**

Due Date: Tuesday, January 14, 2019

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for insuring the required address information appears on the outer wrapper or envelope.

The Proposal Response Forms, located in the appendices, must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

1.7 CONTACT PERSON

The individual designated as "Contact Person" for this RFP is:

Venessa Redman, Sr. Procurement & Budget Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-0008
Fax: (954) 434-1490
Email: vredman@southwestranches.org

1.8 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

TOWN OF SOUTHWEST RANCHES
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In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.9 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.10 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than **Friday, January 3, 2019**, to the address listed in this RFP Timetable (*See* Section 1.5) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches Purchasing f website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal amendment to RFP.

1.11 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

SECTION 2 **TERMS AND CONDITIONS**

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

2.2 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn only by written notification. Letters of Withdrawal received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5) will not be accepted unless the Contract has been awarded to another proposer or no award has been made within ninety (90) days after the deadline for submission of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded.

2.4 LATE PROPOSAL; LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

2.6 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 NEGOTIATIONS

The Department may recommend the award of a contract to the Town Council on the basis of the initial proposals received without further negotiation; therefore, each submitted proposal should contain Proposer's best offer. Negotiations, if any, will be conducted by a designated representative of the Department. No negotiation team shall be established for this RFP.

2.9 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Bid Protest”). By responding to this RFP, the proposer agrees that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect Proposer's facilities to determine their capability of meeting the requirements of this RFP and the Contract Award. Also, price, responsibility, and responsiveness of Proposer, including the financial position, experience, staffing, equipment, materials, references of Consultant, and past history of service by Consultant

TOWN OF SOUTHWEST RANCHES
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to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service, within its sole discretion.

2.11 SELECTION PROCESS

2.11.1 Evaluation of Proposals

- (a) Determination of Responsiveness. All proposals timely received will be opened by the Department. A list of proposers which have submitted proposals in response to this RFP will be recorded. Each proposal will be evaluated by the Department for responsiveness. A responsive proposal is one which has been signed, has been submitted by the specified submission time and conforms to the requirements of this RFP. Failure to provide the information required to be submitted with the proposal (as stated in Section 3) is considered sufficient cause to deem a proposal non-responsive. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a proposal, especially information relating to establishing financial/business stability. A proposer, who fails to comply with all of the required and/or desired elements of this RFP, does so at its own risk.
- (b) Selection Committee Meeting/Oral Presentations. Except as otherwise provided for herein, a selection committee will meet to evaluate all responsive proposals for purposes of making an award recommendation to the Department (the "Selection Committee"). Each proposer may be required to make an oral presentation to the Selection Committee and will be allowed a maximum of fifteen (15) minutes to make its presentation. Oral presentations shall be limited to clarifying and further detailing the content of the written proposal submitted and to providing answers to the Selection Committee's questions. The Selection Committee will not consider new or alternative proposals made during oral presentations; therefore, each written proposal submitted should contain the proposer's best offer.

Notwithstanding any provision of this RFP to the contrary, in the event only one (1) responsive, responsible proposal is received, no Selection Committee meeting shall be required, and the Department, in its sole and absolute discretion, may elect to negotiate with the sole proposer or cancel this RFP process. The Town Administrator will make a recommendation to the Town Council for award of any contract resulting from the negotiations.

After review of all submissions, the selection committee will short list the firms and may require public presentations by no fewer than three (3) firms (provided at least three (3) firms respond) regarding their qualifications,

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approach to the project, and ability to furnish the required services. In determining whether a firm is qualified, the TOWN shall consider such factors as: the ability and experience of professional personnel; past performance; knowledge and experience with similar primarily rural residential municipalities, willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms, and such other factors as may be required by Florida Statutes. Toward that end, the Selection Committee will rank each proposal in order of preference with a score of one (1) being the best, two (2) being second best, and so forth. After each member of the Selection Committee ranks, totals will be calculated and the lowest score will become the highest ranking firm for short listing purposes only. Once the short list is established, the sealed envelopes containing the price proposals will be opened and considered as a criterion for the determination of the best qualified firm which is decided after the oral presentations, if required. If oral presentations are required, those firms will be notified by telephone within twenty-four hours; followed up by letter; and advised of date, time, and location of formal presentations. Prior to oral presentations, all previous rankings will be zeroed out. After hearing all oral presentations, the Selection Committee will score each proposal in accordance with the scoring system set forth in Amendment I of this RFP.

- (c) Rights Reserved. Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Council may reject any proposal prior to award.

2.11.2 Award Recommendation. The Department will post the award recommendation(s) ("Notice of Recommended Award) at the Department offices for a period of five (5) business days for review by interested parties. The selected proposer will be notified of the recommendation for award by mail.

To obtain a current posting of Notices of Recommended Award, please visit the Department's website: <http://southwestranches.org/procurement/>.

2.11.3 Negotiation. After the posting of the Notice of Recommended Award, the Selection Committee will enter into negotiations with the selected proposer, if applicable. If, for any reason, the contract cannot be awarded to the selected proposer, or the Selection Committee determines that it is unable to negotiate a contract with the selected proposer, the Selection Committee and the Town Council may elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the RFP process in its entirety. In the event the Department elects to commence negotiations with the next highest ranked proposer, this process may continue until a contract has been executed by a proposer or all

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proposers have been rejected. A proposer shall not have any rights against the Town, its officers, employees or agents arising from negotiations.

2.12 CONTRACT AWARD

The Contract shall be awarded to the top-ranked firm, which successfully negotiates a contract for services, at compensation which the Town deems fair, reasonable and competitive. The terms of the Contract will be consistent with this RFP, the Town's Procurement Code, and applicable law. The Contract shall be prepared by the Town and subject to the approval of the Town Council.

2.13 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

2.14 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Consultant, and Consultant may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.15 CANCELLATION

Failure on the part of the awarded proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents (as hereinafter defined on Exhibit "A"), and insurance, will result in the cancellation or rescission of the award. If this occurs, the Town may proceed to award the contract to the responsive and responsible proposer with the next highest ranking by the selection committee, or to re-advertise the Request for Proposals, and in its sole discretion, whenever deemed in the best interests of the Town.

2.16 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Consultant shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work (as hereinafter defined on Exhibit "A") to be performed hereunder.

2.17 COMPLIANCE WITH LAW

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Consultant shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.18 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Consultant or any one of its employees, subcontractors or agents, or anyone else for whose actions Consultant may be responsible.

2.19 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Consultant hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Contract or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.20 PATENT AND COPYRIGHT INDEMNIFICATION

Proposer agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

2.21 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract awarded.

2.22 DEFAULT PROVISION

In case of default by Consultant, the Town may procure the articles or services from other sources and hold Proposer/Consultant responsible for any excess costs occasioned or incurred thereby.

2.23 GOVERNING LAW

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

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2.24 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.25 WRITTEN CONTRACT

The successful proposer shall be required to enter into a written contract with the Town, the Contract form shall be prepared by the Town (and is attached hereto as Exhibit "A"), and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. No Work shall be performed or payment due unless a written contract is fully executed and has been approved by the Town Council.

2.26 PUBLIC RECORDS LAW

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. Consultant acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the 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 Proposer 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 RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP 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. Proposer 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 Proposer does not transfer the records to the Town.

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Upon completion of the Contract, Proposer agrees, at no cost to the Town, to transfer to the Town all public records in possession of Proposer or keep and maintain public records required by the Town to perform the service. If Proposer transfers all public records to the Town upon completion of the Contract, Proposer shall destroy any duplicate public records which are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the Contract, Proposer 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.

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

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'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.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

2.27 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form. Any default under this RFP shall subject Proposer to liability for any and all damages to the Town caused thereby. Proposer agrees to reimburse the Town for all costs and expenses, including attorneys' fees and costs, incurred by the Town, by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.28 SELECTION CRITERIA

See Attachment "1", Selection Criteria/Scoring Instructions.

2.29 CONTRACT PROVISIONS

2.29.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

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2.29.2 Authorization to Sign. In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.30 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition, and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposer is required to submit a list of claims presently outstanding and claims within the past ten (10) years against its liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. Proposer hereby holds the Town harmless and agrees

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to indemnify the Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.31 INSURANCE COVERAGE

The selected proposer will maintain, during the period of the contract, minimum insurance coverage as follows:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate.
- (b) Worker's Compensation and Employer's Liability Insurance. 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. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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- (d) Comprehensive Automobile Liability Insurance. Consultant shall carry business automobile liability insurance with minimum limits listed below. 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.

\$500,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) (Appendix “C”) must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix “E”), and submit it with its proposal.

SECTION 3
PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

3.1.1 Format. Proposals should be typed, double spaced and submitted on 8 ½” x 11” size paper, using a single method of fastening (e.g., stapled, binder, etc.). The electronic copy of the proposal should be submitted on a CD or flash drive in a PDF or similar format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Letter of Transmittal. Proposals should contain a Letter of Transmittal addressed to the contact person, and should, at a minimum, contain the following:

- (a) The RFP number (i.e. RFP No. 20-001).
- (b) Identification of proposer, including name, address, and telephone number.
- (c) The name, title, address, telephone/fax number, and e-mail address of proposer's contact person during the period of proposal evaluation.
- (d) The printed name and title and the signature of a person authorized to bind to the terms of the proposal.

3.1.3 Table of Contents. Proposals should contain a Table of Contents. The Table of Contents should outline all of the areas of the proposal in sequential order.

3.1.4 Technical Proposal. Proposals must contain all of the documents listed in this Section 3, as well as all Appendices hereto, each fully completed, signed and notarized, as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive. All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.5).

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from

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further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

3.2 EXPERIENCE AND QUALIFICATIONS

Each proposer shall complete the attached Qualifications Statement detailing its experience, qualifications, and background in similar projects, which shall include, at a minimum, the following information:

3.2.1 Description of Business Organization. Proposer shall include a description of proposer's business organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship), along with the following information, depending on the organizational structure: If a corporation, attach the Articles of Incorporation.

- If an LLC, attach the Articles of Organization.
- If a partnership, attach a copy of the Partnership Agreement.
- If a joint venture, list date of organization, attach a copy of the Joint Venture Agreement, indicate if the joint venture has done business in Florida and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each of the joint venture partners (i.e., corporations, attach the Articles of Incorporation for each joint venture partner, etc.).

3.2.2 History of Company. Proposer shall include a brief history of the company. Proposer shall note any changes in company name and ownership structure and any other names under which the company has been doing business. Proposer should note whether or not the company is currently registered to do business in the State of Florida. The selected proposer shall be registered to do business in the State of Florida prior to the effective date of the Agreement. Proposer should indicate whether or not it intends to enter into the Agreement in the name of proposer or to create a single purpose entity for the purpose of this project. In the event proposer is a joint venture, proposer should provide a history of each entity forming a part of the joint venture. In the event of a newly-formed entity, the requirements listed below shall be furnished for the principal entity(ies) forming such newly-formed entity.

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3.2.3 Experience. Proposer shall submit a detailed statement of its experience, qualifications, and background in similar projects. Proposer's statement should include, at a minimum, a detailed history of proposer's pertinent experience within the preceding ten (10) years.

3.2.4 References. Proposer shall be required to submit a minimum of three (3) references with knowledge of proposer's recent experience in similar projects. Each reference should include the name of the company, contact names, addresses, and telephone/fax numbers. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding proposer's experience.

3.2.5 Legal/Contractual History.

- (a) Proposer shall provide the name, location and date of any of the proposer's agreements for similar projects which have been terminated, either voluntarily or involuntarily, within the past five (5) years. Proposer shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal knowledge of the contract. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirement.
- (b) Proposer shall provide a list of any judgments or lawsuits currently pending against the proposer or any lawsuit filed against or judgment offered against Proposer within the last ten (10) years. Also, list any lawsuits filed by Proposer in the last ten (10) years.
- (c) Proposer shall provide a written statement declaring whether proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- (d) In the event proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

3.3 ADDITIONAL DOCUMENTATION

The following documents are to be executed, notarized, if applicable, and submitted in the order listed below. The documentation must be located after the Proposal as a condition to this Request for Proposal:

- 1. Proposer's Notarized Certification;
- 2. Proposer's W-9;
- 3. Certificate of Insurance;
- 4. Notarized Non-Collusive Affidavit;
- 5. Notarized Qualifications Statement;

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6. Notarized Disclosure of Ownership Interest;
7. Notarized Drug Free Workplace Certification; and
6. References.

3.4 SEALED PRICE PROPOSAL

Proposer shall prepare a price proposal which contains the initial cost for service and recurring costs, for each remaining year of the Contract, pursuant to Selection Criteria, Attachment 1.

Proposer's price proposal shall be submitted in a separate sealed envelope to be opened as specified in the RFP Timetable (See Section 1.5). Sealed price proposals must comply with the requirements of Section 1.6 and clearly marked "PRICE PROPOSAL".

3.5 ADDITIONAL REQUIREMENTS

The successful proposer shall be familiar with the unique makeup of the Town, fees of similar Florida municipalities, county fees, rates, assessment schedules, and Florida Statutes, Laws, Rules and promulgations, which govern local government fee assessments and budgeting processes.

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ATTACHMENT 1
SELECTION CRITERIA/SCORING

Qualifications and experience (20 Points)

- Qualifications shall include degrees, professional certifications, and any other relevant credential for Proposer and staff performing services under the Contract.
- Proposer's experience with similar projects and entities.

Approach to tasks to be performed (35 Points)

- Ability to meet timelines and deadlines.
- Suitability of the methodology and approach used in tasks, including:
 - a. Apportionment between response and readiness;
 - b. Parcel category classification(s); and
 - c. Dwelling unit, square footage, acreage or assessed/taxable valuation.

Client References (10 Points)

- Feedback from current and past clients of individual/firm

Cost (To be submitted in a separately sealed envelope) (25 Points)

- Cost structure (up-front /initial costs);
- Cost structure (recurring costs);
 - a. Including reporting and updating response data annually; and
 - b. Excluding updating response data annually.
- Total cost over the projected lifespan of contract (5 yrs.); and
- Cost structure (hourly rate for additional services).

Presentation Quality (5 Points)

- Quality, professionalism, and conciseness of letter of any required supplemental submission and/or oral presentations.

Other Criteria (5 Points)

- Adherence to the requirements of the Request for Proposals.

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APPENDIX "A"
PROPOSAL RESPONSE FORM

**CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR
THE FIRE ASSESSMENT PROGRAM
(RFP No. 20-001)**

****This signature page must be completed by an Authorized Person (See Section 1.6 of RFP)****

Type or print proposer's contact information below:

Name: _____

Title: _____

Company Name: _____

Address: _____

City/State/ZIP: _____

Telephone No. _____ **Fax No:** _____

Signature: _____

*****You must affix a corporate seal or have the signature on this Proposal Response Form notarized.*****

(Corp. Seal)

OR:

BEFORE ME the undersigned on this _____ day of _____, 20____
personally appeared _____, who is personally known to me or
who has produced _____ as identification and who did take an
oath.

STATE OF _____

(Signature of Notary)

COUNTY OF _____

(Notary's Printed Name)

My Commission Expires: _____

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APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant’s address is:

3. Attached hereto as Exhibit “A” is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches’ policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires:_____

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APPENDIX C- DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. 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 Proposal 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 Proposal, 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 or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 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), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

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APPENDIX D SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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APPENDIX E
NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
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PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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APPENDIX F
OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: _____

CIRCLE ONE
Corporation
Limited Liability Company
Joint Venture
Partnership
Other

NAME: _____ Individual

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

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2. If Offeror is a corporation, answer the following:

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

<hr/>	<hr/>	<hr/>
(name)	(address)	(phone number)
<hr/>		
(name)	(address)	(phone number)
<hr/>		
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

TOWN OF SOUTHWEST RANCHES
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12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

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THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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APPENDIX G
OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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**APPENDIX H OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE
PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____ who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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APPENDIX I
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name), _____ (Title) of _____ (Name of Company who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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APPENDIX J
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED
LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Corporation or Company

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation or Company

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name), _____ (Title) of _____ (Name of Company who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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APPENDIX K
CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or
Owner of (Company name) _____, is hereby authorized to execute the
Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution
thereof, attested by the undersigned, shall be the official act and deed of
_____. (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

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APPENDIX L
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

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APPENDIX M
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER:_____

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APPENDIX N
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

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APPENDIX O
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

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APPENDIX P
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

PROPOSER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
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State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: _____

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APPENDIX Q
PROPOSER EXPERIENCE QUESTIONNAIRE

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

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Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

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APPENDIX R
SUB-CONTRACTOR LIST

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES
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APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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APPENDIX T
LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

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APPENDIX U
W-9

INSERT W-9

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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APPENDIX V
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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APPENDIX W
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

TOWN OF SOUTHWEST RANCHES
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APPENDIX X
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

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COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

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EXHIBIT “A”



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

**RFP NO.: 20-001
CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR
THE FIRE ASSESSMENT PROGRAM**

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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AGREEMENT FOR

**“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY
AND FEES FOR THE FIRE ASSESSMENT PROGRAM**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 20____, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and _____ (hereinafter referred to as “Consultant”).

WHEREAS, the Town desires to contract for Consultant Services to Update the Methodology and Fees for the Fire Assessment Program (the “Project”); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 20-001 on _____, 20____ (“RFP”); and

WHEREAS, __ Proposals were received by the Town on _____, 20____; and

WHEREAS, the Town has adopted Resolution No. 201____- ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Consultant’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Consultant hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Consultant agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Consultant’s Proposal, 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 Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Consultant shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Consultant shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Consultant represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material

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generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

2.1 The Town and Consultant agree that Consultant shall perform all Work under this Contract for:

“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM”

2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”

2.3 Consultant shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant 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 the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Consultant waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

3.1 Consultant shall render all Work to the Town under the Contract for a total, not to exceed, \$_____ Dollars (“Contract Price”).

3.2 The 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, Consultant shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Consultant in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.

3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

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- 3.5 A final payment invoice must be accompanied by written notice from Consultant that the Work is complete. Consultant'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 damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Consultant's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Consultant to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Consultant without prior written approval of the Town.

Section 4: Assignment

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

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Consultant shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 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.
- 5.3 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
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Consultant's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Consultant's insurance applies separately to each insured, against whom 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 Consultant shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Consultant shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

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5.6 Consultant shall carry the following minimum types of insurance:

- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** 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:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** 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. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

- 5.7 Consultant shall provide the 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 Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Consultant's Insurance Policies shall be endorsed to provide the 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:

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

And

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

- 5.9 Consultant's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Consultant'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.
- 5.11 Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract 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.
- 5.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Consultant's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONSULTANT SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the 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.
- 5.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

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- 5.17 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 the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Consultant’s obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Consultant 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 Contract. Consultant agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Consultant agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Consultant’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Consultant shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Consultant 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, sexual orientation, national origin, physical or mental disability, or marital status. Consultant shall comply with all applicable sections of the Americans with Disabilities Act. Consultant agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Consultant, its successors, transferees, and assigns for the period during which Work is provided. Consultant

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further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

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

Section 12: Prevailing Party Attorneys' Fees

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

Section 13: No Third Party Beneficiaries

This Contract 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 Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Consultant 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 15: Manner of Performance

Consultant agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Consultant agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant 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 Contract. Consultant represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in 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. Consultant acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to

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allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Consultant 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 RFP process, Consultant shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFP 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. Consultant 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 Consultant does not transfer the records to the Town.

Upon completion of the Contract, Consultant agrees, at no cost to the Town, to transfer to the Town all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfers all public records to the Town upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant 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.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant

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shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Consultant, the Town shall provide Consultant written notice of its material breach. Consultant shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Consultant does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Consultant'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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Consultant for cause, as provided for in this Section, and the 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 Contract, the termination will be automatically deemed converted to one for convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant 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 Contract become unavailable, the Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Consultant for lack of funds as provided for in this Section, and the 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 Contract, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Consultant's violation of the Public Records Act;

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2. Consultant's insolvency, bankruptcy or receivership;
3. Consultant's violation or non-compliance with Section 11 of this Contract;
4. Consultant's failure to maintain any Insurance required by Section 6 of this Contract; or
5. Consultant's violation of Section 18 of this Contract.

If Consultant's services are terminated, the termination will not affect any rights or remedies of the Town against Consultant, then existing, or which may thereafter accrue. Any retention or payment of moneys due Consultant by the Town will not release Consultant from liability.

Section 18: 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Consultant shall result in the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

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

Section 20: Change Orders and Modification of Contract

The Town and Consultant may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 21: No Waiver of Rights

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

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Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONSULTANT and the 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 Contract.

Section 24: 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 25: Time is of the Essence

Time is of the essence for all of Consultant's obligations under this Contract.

Section 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract 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 Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the 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 Consultant 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.

During the pendency of any dispute and after a determination thereof, Consultant and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

Section 31: 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 the Town:

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

With a copy to:

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

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

If to Consultant:

Section 32: 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 Contract by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of the Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Consultant shall be withheld until all documents are received by the Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Consultant that are related to this Contract. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Consultant shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Consultant is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Consultant'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 the Town to be applicable to Consultant's records, Consultant shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Consultant shall respond to the reasonable inquiries of successor Consultants and allow successor Consultants to receive working papers relating to matters of continuing significance. In addition, Consultant shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

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 Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.

- D. Conflicts.** Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Contract. Consultant agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant 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 the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Consultant 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 Contract has been their joint effort. The language agreed to herein

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

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.** Consultant 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 Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract 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 Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant 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 Contract are accurate, complete, and current at the time of contracting.

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TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

IN WITNESS WHEREOF, the parties have made and executed this Contract 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 _____ 20____.

WITNESSES:

CONSULTANT:

By: _____
Name: _____
Title: _____
_____ day of _____ 20____

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
_____ day of _____, 20____

By: _____
Andrew D. Berns,
Town Administrator
_____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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

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

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 2/13/2020
SUBJECT: Surveying and Engineering Design Work for FDOT Funded Hancock Road Guardrails

Recommendation

Consideration of approval of a Resolution authorizing a purchase order to Craven Thompson Inc. for surveying and design for guardrails along Hancock Road from Griffin Road to Stirling Road.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was appropriated \$375,000 from the State Legislature for the installation of guardrails along Hancock Road. The Town recently entered into an agreement with the Florida Department of Transportation to begin the improvements. The work must be completed before June 30, 2022.

Surveying and civil design engineering firms have been selected and continuing contracts were approved by Council. Staff desires to issue a Purchase Order to Craven Thompson, Inc. for

surveying and engineering design.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2020 Municipal Transportation Fund account #101-5100-541-63320 (Infrastructure - Guardrails). The Town was awarded \$375,00 from the Florida Department of Transportation for this project. The total amount budgeted for the project in Fiscal Year 2020 is \$475,000. The total cost requested amount for this purchase order for surveying and design is \$105,400.

Staff Contact:

Rod Ley, Town Engineer

Emily Aceti, Community Services Manager

Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - Hancock Rd Gurdrails - TA Approved	1/29/2020	Resolution
Exhibit - Craven Thompson Proposal	1/27/2020	Exhibit
Project Limits Map	1/27/2020	Backup Material

RESOLUTION NO. 2020-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAVEN THOMPSON AND ASSOCIATES, INC. IN THE AMOUNT OF ONE HUNDRED FIVE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$105,400.00) FOR SURVEYING AND ENGINEERING DESIGN SERVICES FOR THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to install guardrails along Hancock Road; 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 Fiscal Year 2019-2020 Town Budget (Account # 101-5100-541-63320 – Transportation: Infrastructure – Guardrails); and

WHEREAS, the Fiscal Year 2019 General Appropriations Act provided the Town with an appropriation of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) in the Economic Development Transportation Projects for guardrail installation on Hancock Road; and

WHEREAS, the Town budgeted Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) 000 for this improvement in Account # 101-5100-541-63320 (Infrastructure – Guardrails); and

WHEREAS, pursuant to Resolution No. 2019-067 the Town entered into an agreement with the Florida Department of Transportation to accept this funding; and

WHEREAS, these improvements must be completed by June 30, 2022; and

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

WHEREAS, on September 12, 2019, pursuant to Resolution No. 2019-058, the Town approved a continuing contract for surveying services with Craven Thompson and Associates, Inc.; and

WHEREAS, on November 21, 2019, pursuant to Resolution No. 2020-003, the Town approved a continuing contract for engineering services with Craven Thompson and Associates, Inc.; and

WHEREAS, Craven Thompson and Associates, Inc. provided a proposal for surveying and engineering services for this project in the amount of One Hundred Five Thousand Four Hundred Dollars and Zero Cents (\$105,400.00); and

WHEREAS, the Town Council believes the approval of this purchase order for the surveying and engineering of the guardrails along Stirling Road is in the best interest of the health, safety, and welfare of its residents; and

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

Section 1. 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 One Hundred Five Thousand Four Hundred Dollars and Zero Cents (\$105,400.00) for the surveying and engineering of the guardrails along Stirling Road in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute purchase orders in substantially the same form as that attached hereto as 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. This Resolution shall become effective immediately upon adoption.

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

Ranches, Florida, this 13th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

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
36500547.1

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January 9, 2020

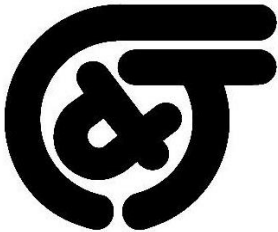
Mr. Rod Ley, P.E.
Public Works Director / Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

**RE: HANCOCK ROAD - GUARDRAIL IMPROVEMENT PROJECT
FROM STIRLING ROAD TO GRIFFIN ROAD
CTA PROPOSAL NO. 2020-T04-010**

Dear Rod,

The firm of Craven Thompson & Associates, Inc. is pleased to provide the following proposal for professional engineering and surveying services, for the above referenced project per our A Continuing Contract for Professional Engineering Services, RLI No. 19-005 dated November 21, 2019. Our scope is as follows:

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

I. SURVEYING SERVICES

1.1 Topographic Survey of Stirling Road (CTA Task No. 11050)

Prepare a topographic survey of Hancock Road within the Town Limits, covering approximately 6,800 linear feet with a canal running along the east side of the road. The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code and include the following:

- The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, in order to tie all improvements to.
- Establish a Baseline of Survey along the route for Engineering Plans and Design.
- The project will include from the west right-of-way of Hancock Road, to the east top of bank of the canal where its accessible, with cross-sections of the canal as defined below.
- The location of all aboveground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, as defined above.
- Underground utility lines painted or flagged by a Contractor will be located under a separate Task and added to the survey.

- Trees are not included within the scope of this project, unless they are between the canal and the edge of pavement for Stirling Road.
- Locations of the edge of pavement, topo of bank and water's edge, will be located every hundred (100) feet, due to the shape of the existing top of bank, and to verify locations for design of the proposed guard rail system. Additional locations will be taken on areas that have eroded to less than three (3) feet, from the edge of Stirling Road pavement, to the top of bank.
- Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- Private driveways, headwalls and culverts along the canal will be located in the field, where they are accessible and not obstructed by fences, gates, or security systems, including dogs.
- All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS) or Florida Department of Transportation (FDOT) benchmarks.
- Benchmarks will be provided on Survey Control set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2019 or higher, drawing file format, and provided along with hard copy signed and sealed surveys.

Lump Sum.....\$36,000.00

Approximate time of completion: Six to Seven (6-7) weeks, after receipt of Notice to Proceed (weather permitting).

1.2 Engage and Subcontract Underground Utility Location and Designations
 (CTA Task No. 12050)

Engage, subcontract and coordinate with an underground utility location contractor, to perform the research and coordination with utility companies, and perform locations and designations of all utilities within the subject property along the pavement and east of the pavement to the water's edge. Locate and designate the utilities by painting or flagging on the ground, coordinate with CTA Survey Crew in the field, and provide a separate sketch in AutoCAD of your findings.

Lump Sum.....\$17,000.00

Approximate time of completion: Twenty (20) work days after receipt of Authorization to proceed.

- 1.3 Locate Underground Utility Markings and Update Survey (CTA Task No. 12050)
The survey crew will field locate all utility lines painted or flagged by the underground utility location contractor, and then coordinate with the contractor to review the locations and designations, and add them to the survey drawings.

Lump Sum..... \$2,500.00

Approximate time of completion: One (1) week after the utility location contractor finishes marking the lines in the field.

II. CIVIL ENGINEERING SERVICES

- 2.1 Engineering Plans (CTA Task No. 31030)

Prepare engineering design plans for the installation of new guardrail, reshaping and stabilizing canal banks and miscellaneous roadway work. The plans shall include General Notes and Specifications, PG & D Plans, Details and Cross Sections. Plans will be designed in accordance with Town of Southwest Ranches Standards, Broward County and Central Broward Water Control District. Task will include a cost estimate and preparation of Technical Specifications.

Lump Sum..... \$40,100.00

- 2.2 Prepare and Process Permit Applications (CTA Task No. 31080)

Prepare and process permit applications and supporting documents through appropriate state and local agencies including:

- Town of Southwest Ranches
- Central Broward Water Control District
- Broward County (if necessary)

Lump Sum..... \$5,000.00

- 2.3 Bidding Assistance (CTA Task No. 31115)

Prepare for and attend a pre-bid meeting, answer RFI's, revise Bid Documents, prepare Addendum, review Bid Schedules and overall coordination with Town during the bidding process. This task shall include two (2) meetings with the Town staff.

Lump Sum..... \$4,800.00

Services Not Included

- Traffic Studies
- Environmental Analysis or Permitting
- Army Corp of Engineers, FDEP or Broward County Dredge and Fill Permitting
- Any service not listed

To be Provided by Town

- Permit fees
- Any atlas, GIS, documents related to this Project.

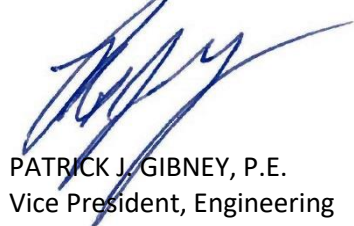
Acceptance

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

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

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



PATRICK J. GIBNEY, P.E.
Vice President, Engineering

PJG/tg

Attachment

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

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

Facsimile Number

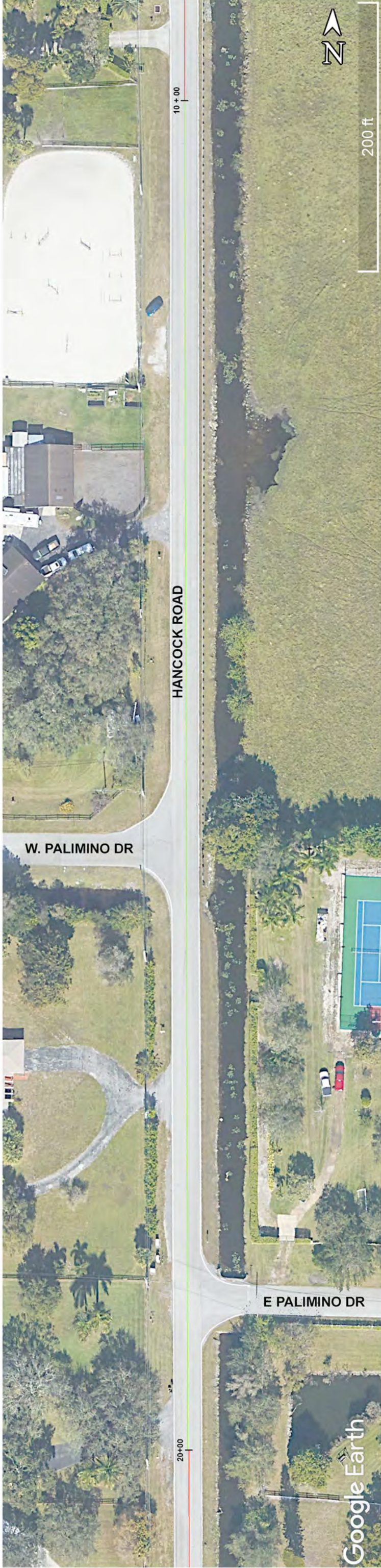
CRAVEN THOMPSON & ASSOCIATES INC.

SOUTHWEST RANCHES - GUARDRAIL IMPROVEMENT PROJECT **FROM GRIFFIN ROAD SOUTH TO STIRLING ROAD**

Image 1



Image 2



2018 Images from Google Earth

Craven Thompson & Associates, Inc.
 3563 NW 53 Street - Fort Lauderdale, Florida
 TEL: 954-739-6400 www.craventhompson.com

SOUTHWEST RANCHES - GUARDRAIL IMPROVEMENT PROJECT **FROM GRIFFIN ROAD SOUTH TO STIRLING ROAD**

Image 3



Image 4



2018 Images from Google Earth

Craven Thompson & Associates, Inc.
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SOUTHWEST RANCHES - GUARDRAIL IMPROVEMENT PROJECT **FROM GRIFFIN ROAD SOUTH TO STIRLING ROAD**

Image 5



Image 6



2018 Images from Google Earth

CRAVEN THOMPSON & ASSOCIATES, INC.
 3563 NW 53 STREET - FORT LAUDERDALE, FLORIDA
 TEL: 954-739-6400 www.craventhompson.com

SOUTHWEST RANCHES - GUARDRAIL IMPROVEMENT PROJECT
FROM GRIFFIN ROAD SOUTH TO STIRLING ROAD



Image 7



2018 Images from Google Earth



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/13/2020
SUBJECT: Approval of a purchase order to Kimley Horn and Associates, Inc. for professional engineering design of the Fiscal Year 2020-2021 TSDOR Improvements

Recommendation

To place this item on the agenda for Council consideration and approval of a purchase order to Kimley Horn and Associates, Inc. for professional engineering design of the Fiscal Year 2020-2021 Transportation Surface Drainage Ongoing Rehabilitation (TSDOR) Program Improvements.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program during FY 2015 with the goal of preserving and extending the life of the Town's paved streets. Per the direction of the Drainage and Infrastructure Advisory Board (DIAB), the TSDOR program annual budget has been revised and targeted to not exceed the amount of \$495,000. This amount includes a 10% contingency, which if necessary, would serve to replenish the TSDOR contingency reserve set at a minimum recommended amount

of \$200,000. Based on this direction, the TSDOR program schedule has been extended to a 25+ year period, and the amount available in the contingency reserve will fluctuate depending on the actual cost of construction and approved project delivery method.

The roads scheduled for FY 2021 construction include Carlyn Lane, SW 128th Avenue, SW 130th Avenue, SW 52nd Street, SW 133rd Avenue, Lupo Lane, SW 134th Avenue and Holatee Trail (from Stirling Road to Old Sheridan Street). The total roadway length to be improved is 3.01 miles.

Professional Services need to be completed in FY 2020, so plans can be prepared for future construction. The Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc.

Staff has coordinated and negotiated the assessment, design, bid document preparation, and construction observation scope and related pricing with Kimley Horn and desires to issue a Purchase Order for these respective services in the amount of \$53,020.

Fiscal Impact/Analysis

The Town budgeted \$1,000,101 for TSDOR in FY 2019-2020 adopted Town Budget (Line Item #101-5100-541-63280 Infrastructure – Roadway Paving / TSDOR), of which \$140,000 is available for design and surveying.

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer
Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
TSDOR-Engineering Svcs Reso - TA Approved	1/30/2020	Resolution
Exhibit	1/29/2020	Exhibit

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-THREE THOUSAND TWENTY DOLLARS AND ZERO CENTS (\$53,020.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR PHASE SIX OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the TSDOR plan subject to annual review and amendment for those roads scheduled for construction five (5) fiscal years and beyond; and

WHEREAS, the group of roads scheduled for FY 2021 construction include Carlyn Lane, SW 128th Avenue, SW 130th Avenue, SW 52nd Street, SW 133rd Avenue, Lupo Lane, SW 134th Avenue, and Holatee Trail (from Stirling Road to Old Sheridan Street), which totals approximately 3.01 miles in length (the "TSDOR Roadway Improvements"); and

WHEREAS, the group of roads scheduled for FY 2021 construction have been reviewed by the Town's legal staff and have been determined to have no encumbered right-of-way issues; and

WHEREAS, professional design services are needed to initiate the construction; and

WHEREAS, on November 21, 2019, pursuant to Resolution 2020-003, the Town approved a continuing contract for Engineering Services with Kimley Horn and Associates, Inc.; and

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc., for the engineering design of the TSDOR Roadway Improvements in the amount of Fifty-Three Thousand Twenty Dollars and Zero Cents (\$53,020.00); and

WHEREAS, the Town Council believes that the issuance of a Purchase Order to complete the TSDOR Roadway design is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves a Purchase Order with Kimley Horn and Associates, Inc. in the amount of Fifty-Three Thousand Twenty Dollars and Zero Cents (\$53,020.00) for professional services relating to the FY 2021 TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute the 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 to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 13th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

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
36505903.1



January 28, 2020

Rod Ley
Public Works Director/Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Re: Proposal for the 2020 Transportation Surface and Drainage Ongoing Rehabilitation Project
Civil Engineering Services
Southwest Ranches, FL**

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Southwest Ranches’ “Continuing Contract for Professional Engineering Services; RLI 19-005” is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as “Client” or “Town”) to provide professional civil engineering services and limited construction phase services associated with the construction of the 2020 Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) Project.

Project Understanding

The Town of Southwest Ranches is proposing roadway resurfacing and striping on approximately 3.01 centerline miles of local Town roadways; Exhibit “A” highlights the roads that are to be resurfaced. The proposed improvements include milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town’s right-of-way.

Project Assumptions

- The plans will be prepared using high resolution aerials and construction notes. If the Town requires a topographic survey for permitting purposes, an additional service will be required.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to Town of Southwest Ranches’ requirements and design standards. Contract documents to be provided by the Town.
- This scope of services does not include drainage design, drainage calculations, or bridge improvements.

- Proposed curbing and pavement markings are associated with roadway resurfacing only. Review or modification of existing roadway pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – SITE VISIT

As part of this Task, Kimley-Horn will provide the following:

1. Visit each roadway depicted in Exhibit “A” one (1) time to verify the current asphalt and curbing conditions, and the existing site signing and marking.

TASK 2 – CONSTRUCTION PLANS

Kimley-Horn will perform engineering and design services for the preparation of construction plans and design requirements as notes on the plans. These construction plans shall consist of engineering drawings that will depict milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. Contract or “Front End” documents will be provided by the Town. Construction plans will be prepared to a level suitable to submit with permit applications for the Town’s review.

During this task, the Consultant will perform the following:

- Tabulate anticipated construction items, quantities and pay item notes.
- Estimate construction time for contract purposes.
- Prepare an engineer’s opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.

TASK 3 – PUBLIC WORKSHOP

Kimley-Horn will attend one (1) public workshop with the Town residents to review the scope of the TSDOR improvements. Kimley-Horn will prepare the project materials for the workshop, and the Town will present the material. The Town will schedule and advertise the public meeting.

TASK 4 – PERMITTING

It is understood that the Town does not have a contract with BCTED to maintain signage and marking throughout the Town’s Right-of-Way. Therefore, plan approval from BCTED is not required for this project. However, Kimley-Horn will prepare and submit the construction plans to Broward County Traffic Engineering Division (BCTED) as a coordination effort during this Task. Kimley-Horn will address up to two (2) rounds of comments from BCTED.

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Town. The Town shall provide all permit fees.

TASK 5 – BIDDING ASSISTANCE

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 6 – LIMITED CONSTRUCTION PHASE SERVICES

This task is to provide Limited Construction Phase Services by Kimley-Horn during construction of the Project. This scope of services is based on the project achieving substantial completion within 150 calendar days, plus 30 days to final completion. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

- 1. Meetings**
- 2. Resident Project Representative**
- 3. Shop Drawing Review**
- 4. Contract Clarification**
- 5. Review of Pay Application**
- 6. Project Close Out**

Meetings: Kimley-Horn shall attend one (1) pre-construction meeting and bi-monthly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes twelve (12) progress meetings. Meeting minutes will be provided by Kimley-Horn.

Resident Project Representation: A Resident Project Representative (“RPR”) shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site while the Contractor is working for up to a total of twenty-five (25) site visits during construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR will be onsite for up to 3 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance

with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

Shop Drawing Review: Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service.

Kimley-Horn shall consult with and advise the Town as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager's prime contractor(s) hereinafter called "Contractor(s)".

Contract Clarifications: Kimley-Horn shall issue the Town's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the Town to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Project Close Out: Kimley-Horn shall review the Project with the Town to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in

accordance with the Contract Documents. If the Contractor has fulfilled all of his or her obligations thereunder, Kimley-Horn will recommend, in writing, final payment and give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the Town.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Kimley-Horn's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

TASK 7 – ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the Town, services that may be required in addition to those described in Tasks 1 through 6. These services may include but are not limited to such items as the following:

- Hardscape and Landscape design
- Irrigation design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or Town Council input.
- Drainage Improvements and Drainage Permitting
- Traffic Studies or traffic engineering services

SCHEDULE

The Consultant will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 6 for the Lump Sum Fee of **\$53,020** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Site Visit	\$3,600
2	Construction Plans	\$15,900
3	Public Workshop	\$3,275
4	Permitting	\$3,290
5	Bidding Assistance	\$3,680
6	Limited Construction Phase Services	\$23,275
LUMP SUM FEE		\$53,020

If authorized by the Town, additional service will be billed hourly as needed.

CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RLI 19-005" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Project Manager



Gary R. Ratay, P.E.
Vice President

EXHIBIT A

TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) CONSTRUCTION PROGRAM SCHEDULE

East/West of I-75	Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year
	Street Name	Street Name	Street Name							
E	Carlyn Lane (* 2011)	Griffin Road (SR 818)	South dead end.	N	5	4	8	0.28	\$ 66,500.00	2020
E	SW 128th Ave. (* 2011)	Griffin Road	South dead end.	Y	6	3	7	0.27	\$ 78,900.00	2020
E	SW 130th Ave. (* 2011)	Griffin Road	South dead end.	Y	5	4		0.28	\$ 44,400.00	2020
E	SW 52nd Street	60' SW 52nd St.	East dead end.	N	7	2	10	0.12	\$ 25,400.00	2020
E	SW 133rd Avenue	Griffin Road (SR 818)	South dead end.	Y	1	1	2	0.29	\$ 45,000.00	2020
E	Lupo Lane	Griffin Road (SR 818)	South dead end.	Y	2	2	4	0.30	\$ 47,100.00	2020
E	SW 134th Ave.	North cul-de-sac	South cul-de-sac	Y	3	3	3	0.21	\$ 32,600.00	2020
E	Holatee trail (* 2011)	Stirling Road	Old Sheridan St.	Y	5	4	7	0.91	\$ 169,500.00	2020
TOTALS								3.01	\$ 509,400.00	2020
INFLATION ADJUSTMENT									\$ 50,300.00	2020
TOTAL FISCAL YEAR PROJECTS									\$ 559,700.00	2020

Based Upon November 5, 2013 "Streets Condition Assessment" Pavement Management Plan by King Engineering Associates, Inc.

2020 Transportation Surface and Drainage Ongoing Rehabilitation Project - STAFFING HOURS

PROJECT:	2020 Transportation Surface and Drainage Ongoing Rehabilitation Project						SHEET:		
CLIENT:	Town of Southwest Ranches						FILE NO:		
ESTIMATOR:	Stefano Viola, P.E.						DATE: 1/27/2020		
DESCRIPTION:									
	Principal	Senior Engineer	Project Manager Viola	Professional Engineer Maring	Engineer Levine	Field Inspector Guerra	Administrative Assistant	Expenses	Line Total
Task 1: Site Visit									
Site Investigation and Visual Pavement Evaluation			4	10	10				\$3,600.00
Task 2: Construction Plans									
Construction Plans			8	24	60				\$13,400.00
Prepare Opinion of Probable Cost			2	4	10		2		\$2,500.00
Task 3: Public Workshop									
Prepare PowerPoint Presentation			2	3	5		2		\$1,650.00
Attend Public Workshop			5	5					\$1,625.00
Task 4: Permitting									
Prepare and Submit Plans to BCTED				2	8		1		\$1,495.00
Respond to BCTED Comments				2	4				\$860.00
Resubmit to BCTED				2	4		1		\$935.00
Task 5: Bidding Assistance									
Pre-Bid Meeting			3	3			1		\$1,050.00
Respond to RFIs			2	6	2		1		\$1,605.00
Review bids and provide recommendation			2	4			1		\$1,025.00
Task 6: Limited Construction Phase Services									
Meetings			28	28					\$9,100.00
Resident Project Representation						75			\$7,125.00
Shop Drawing Review				3	5				\$1,150.00
Contract Clarification			3	10					\$2,025.00
Review of Pay Application			2	8					\$1,550.00
Project Close Out			5	5	5				\$2,325.00
	0	0	66	119	113	75	9	0	
LABOR RATE (\$/HOUR)	200.00	180.00	175.00	150.00	140.00	95.00	75.00	0	
SUBTOTAL	\$0.00	\$0.00	\$11,550.00	\$17,850.00	\$15,820.00	\$7,125.00	\$675.00	\$0.00	
PAGE TOTAL	\$53,020.00								\$53,020.00



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 2/13/2020
SUBJECT: Lewin Utility Agreement

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Robert Lewin ("Owner") is the owner of two properties lying within the Town of Southwest Ranches at 13000 Lewin Lane and 13001 Lewin Lane. The Owner is constructing two single family homes. The Owner is desirous of obtaining water and sewer services for the properties, however, water and sewer services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water and sewer services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water and sewer services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water and sewer services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others

seeking water and sewer services from the City of Cooper City agree that he/she/it/they shall solely be responsible for all costs of connecting to the water and sewer services from the City of Cooper City, including all ongoing costs of water, sewer and maintenance of the utility connections.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, PE, LEED AP, CPESC, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Lewin Utility Agreement Reso - TA Approved	1/30/2020	Resolution
Exhibit - Lewin Agreement with Cooper City 1	1/30/2020	Exhibit
Exhibit - Lewin Agreement with Cooper City 2	1/30/2020	Exhibit

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER AND SEWER SERVICES TO 13000 LEWIN LANE AND 13001 LEWIN LANE, TWO SINGLE FAMILY HOMES LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert Lewin ("Owner"), is constructing two single family homes in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Owner is desirous of obtaining water and sewer services for his homes, however, water and sewer services are not available from the Town of Southwest Ranches; and

WHEREAS, the City of Cooper City, a neighboring municipality, has capacity to provide these two homes with water and sewer services, and is willing to provide such services to the Owner; and

WHEREAS, the Owner is desirous of obtaining water and sewer services from the City of Cooper City, and has requested the Town's consent for the connection; and

WHEREAS, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town, and provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

WHEREAS, Owner agrees that he shall solely be responsible for all costs of connecting to the water and sewer services from the City of Cooper City, including all ongoing costs of water, sewer, and maintenance of the utility connections.

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water and sewer services to 13000 Lewin Lane and 13001 Lewin Lane, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

Section 3. A certified copy of this Resolution shall be provided to the City of Cooper City.

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

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

Ranches, Florida, this 13th day of February 2020 on a motion by

_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Signatures on Following Page

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36507360.1

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WATER AND SEWER AGREEMENT
FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ Robert Lewin _____
(NAME OF OWNER)

LOCATION: _____ 13000 Lewin Lane, Southwest Ranches, FL 33330 _____

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the “CITY,” the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the “TOWN,” and Robert Lewin, an individual with a property address of 13000 Lewin Lane, Southwest Ranches, FL 33330, hereinafter referred to as the “OWNER.” CITY, TOWN, and OWNER may hereinafter be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit “A” attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER’S PROPERTY described in Exhibit “A” attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service or sewage disposal service or both from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY’s Code of Ordinances authorizes the CITY to provide water and/or sewer disposal service outside of the CITY’s municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water and/or wastewater service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

CONTRIBUTION (SEWER)

Residential# 1 Units X 1 ERC's Per Unit @ _____ Per ERC
Total ERC's 1 (SEWER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations. The "Clean-out" for the lateral shall be at the property or easement line.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot

be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

FOR THE TOWN OF _____

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER

BY: _____
DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

BY: _____
MAYOR _____
DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

WATER AND SEWER AGREEMENT
FOR SINGLE-FAMILY HOMEOWNER

FOR: _____ Robert Lewin _____
(NAME OF OWNER)

LOCATION: _____ 13001 Lewin Lane, Southwest Ranches, FL 33330 _____

THIS AGREEMENT effective this ____ day of _____, 20____, made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the “CITY,” the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the “TOWN,” and Robert Lewin, an individual with a property address of 13001 Lewin Lane, Southwest Ranches, FL 33330, hereinafter referred to as the “OWNER.” CITY, TOWN, and OWNER may hereinafter be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, CITY is the owner and operator of a water treatment and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

WHEREAS, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit “A” attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER’S PROPERTY described in Exhibit “A” attached; and

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service or sewage disposal service or both from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY’s Code of Ordinances authorizes the CITY to provide water and/or sewer disposal service outside of the CITY’s municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water and/or wastewater service outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

WHEREAS, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on _____, 20____; and

WHEREAS, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on _____, 20____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential# 1 Units X 1 ERC's Per Unit @ \$ _____ Per ERC
Total ERC's 1 (WATER)

CONTRIBUTION (SEWER)

Residential# 1 Units X 1 ERC's Per Unit @ _____ Per ERC
Total ERC's 1 (SEWER)

OWNER has paid to CITY the sum of _____

\$ _____ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water service and sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water and/or wastewater capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water and/or wastewater capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY other than the water service lines and sewage collection system within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

CITY shall provide water line to property and install meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

F. EFFECTIVE DATE

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION

Each consumer of water service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations. The "Clean-out" for the lateral shall be at the property or easement line.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot

be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER CITY

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER

13001 Lewin Lane
SW Ranches, FL 33330

FOR THE TOWN OF SOUTHWEST RANCHES

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

THE CITY OF COOPER CITY

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20_____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER

BY: _____
DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared _____ to me well known and known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20_____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF _____

ATTEST:

CITY CLERK

Approved as to legal form:

CITY ATTORNEY

BY: _____
MAYOR _____
DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____,
20____.

FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF



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
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D Sherwood
DATE: 2/13/2020
SUBJECT: FY 2020-2021 PROPOSED BUDGET CALENDAR

Recommendation

It is recommended that the Town Council approve the FY 2020-2021 budget calendar, subject to comment and discussion (Attachment A).

Unanimous Vote of the Town Council Required?

No

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 eight 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 2020-2021 and similar to last fiscal year, it is proposed that during most of March and April thru May 22nd, 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 mid-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 18th @ 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 (Monday, September 14th @ 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, 2020 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 24th @ 6:30pm (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 20-21 Council Proposed Bud Calendar	1/25/2020	Exhibit

TOWN OF SOUTHWEST RANCHES, FL

Council Proposed Budget Calendar for FY 2020-2021

Monday, February 3, 2020	Town Financial Administrator meets with Town Administrator for General Direction
Tuesday, February 11, 2020	Budget Kick-Off with Department Heads and Staff/Advisory Bd Liaisons
Thursday, February 13, 2020	Memo to Town Council- Proposed Budget Calendar for FY 2020-2021 presented at regular Council meeting
March 9th to May 22nd, 2020	Town Administrator and Town Financial Administrator to meet individually with Town Council members to obtain policy direction
Monday, March 9, 2020	Department Descriptions, Accomplishments, Goals and Objectives Due from Department Heads
Monday, March 16, 2020	Departmental and Advisory Boards Capital Improvement (> \$24,999) and Program Modification Requests Due
Monday, March 23, 2020	Departmental and Advisory Boards operating and capital outlay (\$1,000 but < \$25,000) requests and justification due
Friday, April 3, 2020	Department Revenue Estimates Due from Department Heads
Wednesday, April 8, 2020	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Thursday, April 9, 2020	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Friday, April 10, 2020	Departmental Meetings (9:30-11:00 am; 1:00-2:30PM; 3:00-4:30PM)
Friday, May 15, 2020	Town Financial Administrator meets with Town Administrator and Town Attorney (preliminary condition assessment/recommendations/modifications) - post council direction
Monday, May 18, 2020 to ongoing	Draft Proposed FY 2020-2021 Departmental Sectional worksheets Distributed
Monday, June 1, 2020	Estimated Tax roll information available from Property Appraiser
Monday, June 1, 2020	Comments/Corrections Due on Draft-Administrators/Attorney/Departments
Wednesday, July 1, 2020	Certified Taxable Values Received from Property Appraiser
Monday, July 13, 2020	Final Proposed Budget finished, printing begins & distribution commences
Thursday, July 23, 2020	TBD: First Budget Hearing for Broward County School Board
Thursday, July 30, 2020	TBD: Preliminary Millage Rate and Initial FY 2020-2021 Fire Protection and Solid Waste (SW) special assessment Adoption at July Regular Council Meeting (all via resolutions)
Tuesday, August 4, 2020	Deadline to send the Preliminary Millage Rate and Initial FY 2020-2021 Fire Protection and SW special assessment to the Broward County Property Appraiser Office and the Broward County Treasury Division
Tuesday, August 18, 2020	Budget Workshop on Proposed Budget (7 PM)- Mayor and Town Council (Community Invited)
On or prior to August 21, 2020	TBD: Notice for First Public Hearing through TRIM notice sent by Property Appraisers' office
On or prior to August 25, 2020	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 27, 2020	August regular Council Meeting
Wednesday, September 9, 2020	TBD: Second Budget Hearing for Broward County School Board
Thursday, September 10, 2020	TBD: First Budget Hearing for Broward County Government
Monday, September 14, 2020	TBD: First Public Hearing for Tentative Millage and Budget Adoption introduced for FY 2020-2021 (via ordinances). Final Fire Protection and SW special assessment Adoption (via resolutions) @ 6:00PM. September Regular Council meeting @ 7:30PM
Tuesday, September 15, 2020	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 15, 2020	Deadline for Newspaper advertisement submission
Saturday, September 19, 2020	First Date: advertisement can run for second public hearing
Tuesday, September 22, 2020	Last Date: advertisement can run for second public hearing
Tuesday, September 22, 2020	TBD: Second Budget Hearing for Broward County Government
Thursday, September 24, 2020	TBD: 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

January 23, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

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. Shiva Vishnu Rezoning – ITEM WITHDRAWN BY APPLICANT

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION RZ-21-18 BY SHIVA VSHNU TEMPLE OF SOUTH FLORIDA, INC., TO REZONE 1.67 ACRES FROM RURAL ESTATE DISTRICT TO COMMUNITY FACILITY DISTRICT, GENERALLY LOCATED ON THE WEST SIDE OF DYKES ROAD ONE-QUARTER MILE NORTH OF STIRLING ROAD; PROVIDING FOR THE TOWN PLANNER TO UPDATE THE OFFICIAL ZONING MAP; PROVIDING AN EFFECTIVE DATE.

4. Public Comment

The following members of the public addressed the Town Council: Robert Lewin, David Kuczenski, Newell Hollingsworth, Fred Segal, Jim Laskey. Mayor McKay recognized Weston Commissioner Mary Macfie prior to the public comment section.

5. Board Reports

No reports were made.

6. Council Member Comments

Council Member Jablonski spoke about upcoming events, such as the Love My Pony Fun Horse Show, the 5K Unity Run, Bingo at the Barn, the Flow-Mobile and President's Day Town Hall Closure. He also spoke about the yearly surplus of the budget. This year the projected surplus is approximately \$1 million due to outstanding management of the Town and a better revenue stream. Council Member Jablonski requested input from the Council and possibly the public regarding the usage of the extra funds. He suggested drainage projects, park projects, road striping, street signage, as possible projects for next year's budget or put it in the reserves. He suggests working on it in the next couple of months and providing a project list to the Town Administrator.

Council Member Hartmann asked about the water issue that was raised by Robert Lewin during the Public Comment section. Town Attorney Poliakoff provided history regarding the Lewin water

issue. This included the permitting process through the Town and the City of Cooper City. He advised the County is looking to change the law regarding replacing wells/septic systems with city utilities. The issue at hand is if Mr. Lewin gets his water from Cooper City Utilities it may cause a domino effect and the County may require all his neighbors within a certain radius to convert from well/septic systems to city utilities as well. The Town Attorney then asked the Council if they want to take the risk and allow Mr. Lewin to connect his water now or wait until the County decides. The Town Attorney also suggested a third option which entails Mr. Lewin contacting all property owners in writing within a quarter mile from his property and advise them if he connects to a water line there is a possibility that it may force them to connect as well. If they remain silent, he at least has proof that he advised the residents ahead of time by providing written notice.

Vice Mayor Schroeder asked why this is happening and the Town Attorney stated the County believes, based on Flint, Michigan and other issues nationwide, ground water could be contaminated as a result of all the septic tanks. The County believes getting rid of well water and septic tanks, it would cure a lot of issues that people are causing the environment. Town Attorney Poliakoff has requested from the County to add an exemption for Rural Ranches and Rural Estate properties. He is waiting for the County to complete the legal language and then the amendments can be proposed.

Council Member Hartmann also spoke about a letter he received from a property owner regarding the nursery ordinance. The property owner has a tenant ready to move in, they made the necessary property improvements the Town and South Broward Drainage District requires to issue a Certificate of Use. According to the property owner, the Zoning in Progress is blocking them from moving forward. Town Attorney Poliakoff stated the Town doesn't have a Zoning in Progress any longer. He sent Town Administrator Berns confirmation of this information and the property owners are now in compliance and can move forward.

Council Member Hartmann then asked Town Attorney Poliakoff to verify the Town is zoned Rural Ranches or Rural Estates. Town Attorney Poliakoff clarified that most properties in the Town are Rural Ranches and Rural Estates Land Use. Town Attorney Poliakoff advised he spoke with Mr. Kleiman (Robert Lewin's attorney) and suggested they send out the notice to the properties within the quarter mile and see if there is opposition and if nobody opposes, include it on the Town Council's agenda. Mayor McKay asked for James Starkweather to come to the microphone and explain what Senator Geller said about the water/septic tank issue and the possible exemption for Southwest Ranches. Council Member Hartmann clarified the reasoning behind the State wanting to do away with water/septic systems. He also thanked Newell Hollingsworth for bringing to the Town's attention the problem with the bulk garbage not being picked up.

Council Member Amundson offered no comments.

Vice Mayor Schroeder offered no comments.

Mayor McKay spoke about his trip to Tallahassee. He said the meetings went very well. The Town put in for four projects and the Mayor hopes at least two will get approved for funding.

7. Legal Comments

Town Attorney Poliakoff asked the Council their consensus on Robert Lewin's water hookup issue. Council Member Amundson wanted to wait for the outcome at the State and County levels. The Mayor suggested they give it until the next County Commission Meeting. If a Special Meeting needs to be arranged, the Council will discuss it at the next Council Meeting. Cooper City has agreed to language if the Lewins do connect to their water it will be prohibited to run any additional lines from their utility to Southwest Ranches unless the Town Council consents. Town Attorney Poliakoff suggested the Lewins go ahead and to send out the notices to the surrounding properties, so at least by the next Council Meeting, the number of objections will be known.

8. Administrative Comments

Town Administrator Berns recognized the Town of Davie's Assistant Fire Chief, Rudy Napolitano on his retirement. The Town Administrator also recognized Assistant Chief Napolitano's replacement Alan Seldal.

Town Administrator Berns gave an update on the Fire Assessment Study that was put out to bid. There were two proposals that were received, and the Selection Review Committee met January 22, 2020 and ranked the proposals. Staff is in the process of preparing the item to go on the agenda for the first meeting in February to keep on schedule. The vendor laid out a timeline that would allow the Town to complete this year. Once the contract is in place, the Town Council and the Fire Assessment Committee can meet with the vendor.

Town Administrator Berns also pointed out the new bench placed at the Town Hall entrance in memory of former Council Member Freddy Fisikelli and a plaque has been installed at Country Estates Park for him as well, it references both the Park and the Fishing Hole that he loved so much. Finally, Town Administrator Berns advised the meeting schedule needed some changes due to budget scheduling issues. The July 23, 2020 meeting will need to be rescheduled to July 30, 2020, so there isn't any conflict with the School Board. The September 10, 2020 meeting needs to be moved to Monday, September 14, 2020 so as not to conflict with the County. He is asking for a motion to approve the changes to the meeting calendar.

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

MOTION: To reschedule the July 23, 2020 meeting to July 30, 2020 and the September 10, 2020 meeting to September 14, 2020.

Ordinance – 1st Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ADOPTING THE TOWN OF SOUTHWEST RANCHES RURAL IDENTIFICATION PROGRAM MANUAL FOR ALL NEW IDENTIFICATION SIGNS PLACED ON TOWN PROPERTY INCLUDING BUT NOT LIMITED TO, THE TOWN'S RIGHT OF WAY; REQUIRING ALL IDENTIFICATION SIGNAGE LOCATED ON TOWN PROPERTY TO OBTAIN TOWN APPROVAL PRIOR TO INSTALLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **{Second Reading to be held on February 13, 2020}**

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

MOTION: TO APPROVE THE ORDINANCE.

Town Administrator Berns asked the Council to indulge the Chair of the Rural Public Arts Board Joan Boyd prior to opening for Public Comment. Town Attorney Poliakoff clarified this ordinance was not intended to include D.O.T. required signage such as street signs.

Joan Boyd expressed her appreciation to everyone that helped the Board, as this manual was a long time coming and a lot of hard work. Town Attorney Poliakoff clarified the issues that were raised by the public regarding the missing exhibit.

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

MOTION: TO APPROVE THE ORDINANCE WITH THE RURAL IDENTIFICATION PROGRAM SIGN MANUAL ATTACHED AS AN EXHIBIT.

Discussion**10. Nursery Ordinance Update – Town Administrator Berns**

Town Administrator Berns spoke about the Nursery Ordinance that was withdrawn from the December 12, 2019, Town Council Meeting. He stated at that time many residents came out and raised their concerns. The item was withdrawn, and the Town Council tasked the Town Administrator with going through the ordinance, meeting with the Town Council individually and then working with staff to try and simplify the components of the ordinance. The Town Administrator then provided a document to the Town Council which outlined the consensus of the meetings he had with each of the Council Members. There were some items that the Council agreed upon and there were others that needed further discussion. He advised that he couldn't have had the document on the agenda or given it to them prior to the meeting for Sunshine Law purposes. He asked for guidance from the Town Council. Town Administrator Berns then advised the Town Council, based on the meeting consensus, they can decide if they would like to schedule this item for further discussion, draft a revised ordinance based on the input and bring it back, or

discard the document. Town Administrator Berns also reminded Council that any item to be considered to move forward requires the consent of all five Council Members. If there are any objections to issues raised, the item would be discarded.

The items discussed were:

Section 2 – Definitions – Town Council in agreement to leave as is.

Section 3A - The original intent of the section was to regulate retail landscape nurseries and require them to have a Certificate of Use. Since the item already exists within the Code, section 3A has been struck through.

Section 3B – Item struck through.

Section 3C – Item stays in.

Section 4(C)(3) A- Item stays in as is.

Section 4(C)(3) B – Item struck through.

Section 4(C)(3)C – Item struck through.

Section J(2) – Prohibit the sale of motorized equipment and small decorative fountains are not considered incidental and should not be included.

Section J(2)(c) – Leave item as is. This is existing language; it was just moved from another location.

Section J(3) – Item struck through.

Section K – Item stays as is.

Section K(1) - Item stays as is.

Section K(2) - Item stays as is.

Section K(3)A – Item stays as is with the following exception to read: "1-time six-month extension may be granted by the Town Administrator"

Section K(4) – Item stays as is with the addition of commercial waste collection requirement.

Section X – Item excluding special exception use permit language.

Section 045-050 –Item was left as is to provide clarification that this activity is already prohibited in the Code but would be easier to locate in the Code.

The Town Council directed Town Administrator Berns to draft a revised ordinance, based on guidance provided. Once revised the ordinance will be given to Town Council for review and then it will be scheduled for public hearing.

11. Approval of Minutes

- a. November 12, 2019 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

12. Adjournment

Meeting was adjourned at 8:39 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of

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.