



Southwest Ranches Town Council

REGULAR MEETING Agenda of April 22, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MPA
<u>Vice Mayor</u> Bob Hartmann			

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 - 1st Reading

- AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE ADOPTED TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN ("COMPREHENSIVE PLAN") PERTAINING TO THE COMPATIBILITY OF FUTURE LAND USE MAP ("MAP") AMENDMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(c); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. APPLICATION NO. PA-21-1.
- AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 130, "ZONING MAP AMENDMENTS,"

OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MODIFY THE CONSIDERATIONS FOR ZONING REQUESTS AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, IN RESPONSE TO RFQ NO: 21-101, AUTHORIZING A PURCHASE ORDER TO INTEGRITY EAST COAST, INC. IN THE AMOUNT OF \$11,225.00 TO COMPLETE THE EXTERIOR TOWN HALL PAINTING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS IMPROVEMENT REVENUE REFUNDING BOND, TAXABLE SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,750,000 TO REFINANCE THE TOWN OF SOUTHWEST RANCHES IMPROVEMENT REVENUE BOND SERIES 2016; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE BOND TO TD BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND TD BANK, N.A.; APPROVING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS DRAINAGE PHASE III PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 54TH PLACE DRAINAGE CONNECTION FROM IVANHOE CANAL TO DYKES ROAD PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE FRONTIER TRAILS DRAINAGE IMPROVEMENT PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR,

TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS DRAINAGE IMPROVEMENT ALONG SW 164TH TERRACE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD PIPING PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 185TH WAY AND SW 69TH STREET DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD FLOOD PROTECTION IMPROVEMENT PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE COUNTRY ESTATES SW 63RD STREET DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION**

OF THE SW 205TH AVENUE AND SW 50TH PLACE DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

21. Clarification of Advisory Board Membership Appointments

22. Adjournment

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



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 4/22/2021
SUBJECT: ORDINANCE AMENDING CONSIDERATIONS FOR LAND USE AMENDMENTS

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

At the request of the Mayor and as recommended by the CPAB, staff prepared this ordinance to preclude any change to the future land use map that would result in a Rural Estates or Estate (1) land use designation (i.e. one unit per acre land use categories) abutting a Rural Ranches or Agricultural land use designation (i.e. one unit per 2.0 net or 2.5 gross acre designations).

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Considerations for Land Use Amendments	4/15/2021	Ordinance

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WHEREAS, various policies within the Future Land Use Element of the Comprehensive Plan establish general guidance for consideration of Map amendments; and

WHEREAS, the Town Council wishes to provide additional guidance for consideration of Map amendments; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on April 22, 2021 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds the amendment furthers the goals, objectives and policies of the 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: Text Amendment. Part I of the Future Land Use Element of the Comprehensive Plan entitled, "Goals, Objectives and Policies" is hereby amended as follows:

* * *

Key: Underlined text is added and ~~stricken~~ text is deleted.

FLUE POLICY 1.3-e: In order to prevent future incompatible land uses, the established rural character of the Town shall be a primary consideration when amendments to the Town's Land Use Plan are proposed. Without limiting the scope of this policy, it is specifically established that for the purpose of evaluating applications for Future Land Use Plan Map amendment, a proposed land use plan designation that has a greater maximum permitted density than any contiguous residential designation is not deemed compatible and shall not be approved.

* * *

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 amendment to the State Land Planning Agency immediately following second and final reading of this Ordinance.

Section 4: Recertification. That the Town Planner is hereby directed to apply for recertification of the Future Land Use Element by the Broward County Planning Council following second and final reading of this Ordinance.

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

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

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

PASSED ON FIRST READING this ____ day of _____, 2021 on a motion made by _____ and seconded by _____.

Key: Underlined text is added and ~~stricken~~ text is deleted.

PASSED AND ADOPTED ON SECOND READING this ____day of ____, 2021, on
a motion made by _____ and seconded by
_____.

Breitkreuz	_____
Hartmann	_____
Allbritton	_____
Jablonski	_____
Kuczenski	_____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

38347955.1

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Ordinance No. 2021-_____

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
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David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 4/22/2021
SUBJECT: ORDINANCE AMENDING ULDC REZONING CRITERIA

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

At the request of the Mayor, and as recommended by the Comprehensive Plan Advisory Board, staff drafted this ordinance to preclude rezoning of any property to a higher-density district than that of any abutting property.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
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WHEREAS, Article 130 of the ULDC establishes considerations for the review and approval of rezoning requests; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on April 22, 2021 and recommended that the Town Council adopt the proposed amendment; and

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

Section 2: Amendment to sec. 130-20. Sec. 130-020, "Processing" is hereby amended as follows:

Key: Underlined text is added and ~~stricken~~ text is deleted.

1 (J) In furtherance of section 5.01 of the town's Charter, all quasi-judicial items
2 require a unanimous vote of the entire four (4) affirmative votes of the town
3 council.

4 * * *

5 **Section 3: Amendment to sec. 130-30.** Sec. 130-030, "Considerations for
6 zoning requests" is hereby amended as follows:

7 Sec. 130-030. - Considerations for zoning map amendments~~requests~~.

8 In formulating a recommendation or decision on a zoning map amendment
9 ~~modification~~, the reviewing agency shall consider and shall evaluate the
10 ~~modification-proposed amendment~~ in relation to the following pertinent factors.

11 (A) That the request does not meet any one of the following criteria whereby
12 the request would be considered contract or spot zoning:

13 (1) The proposed rezoning would give privileges not generally extended to
14 similarly situated property in the area.

15 (2) The proposal is not in the public's best interest and it only benefits the
16 property owner.

17 (3) The proposed zoning request violates the town's comprehensive plan.

18 (4) The proposed change will result in an isolated district unrelated to
19 adjacent or nearby districts.

20 (B) ~~A zoning modification may be approved if the request is~~The request shall be
21 consistent with one (1) or more of the following four (4) criteria:

22 (1) That there exists an error or ambiguity which must be corrected.

23 (2) That there exists changed or changing conditions which make approval
24 of the request appropriate.

25 (3) That substantial reasons exist why the property cannot be used in
26 accordance with the existing zoning.

27 (4) That the request would advance a public purpose, including, but not
28 limited to, protecting, conserving, or preserving environmentally critical
29 areas and natural resources.

30 (C) When determining if at least one (1) of the four (4) criteria delineated in
31 subsection (B) ~~of this section, have~~has been satisfied, the reviewing agency
32 shall consider the following:

33 (1) That the request is compatible with surrounding zoning districts and
34 land uses. A proposed zoning district that has a greater maximum

Key: Underlined text is added and ~~stricken~~ text is deleted.

1 permitted density than any contiguous residential zoning district is not
2 deemed compatible and shall not be approved.

3 (2) That the request is consistent with or furthers the goals, objectives,
4 policies, and the intent of the town's comprehensive plan and the
5 town's future land use map.

6 (3) That the anticipated impact of the application would not create an
7 adverse impact upon public facilities such as schools and streets.

8 (D) The reviewing agency shall also consider:

9 (1) The recommendation of staff.

10 (2) The testimony of any applicants, their agents or representatives.

11 (3) The facts and opinions presented to the reviewing agency during
12 public hearings.

13 **Section 4. Amendment to Sec. 130-50.** Sec. 130-050, "Further requests
14 after withdrawal or denial" is hereby amended as follows

15 Sec. 130-050. - Further requests after withdrawal or denial.

16 (1) Except as set forth in subsection (2) of this section, when any request for a
17 change of zoning district is withdrawn by the applicant after the initial public
18 hearing or is denied by the town council, no other petition for a change of
19 zoning on the same property shall be considered within one (1) year from
20 the date of such withdrawal or denial.

21 (2) The town council, for good cause and to avoid undue hardship, upon ~~four~~
22 (4) affirmative unanimous votes of the entire council, may permit the
23 resubmission of a withdrawn application within the one (1) year period.

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

26 **Section 6: Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts
27 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent
28 of such conflict.

29 **Section 7: Severability.** If any word, phrase, clause, sentence or section of
30 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
31 shall not affect the validity of any remaining portions of this Ordinance.

32 **Section 8: Effective Date.** This Ordinance shall take effect immediately upon
33 its adoption.

Key: Underlined text is added and ~~stricken~~ text is deleted.

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3 **PASSED ON FIRST READING** this ____ day of _____, 2021 on a motion

4 made by _____ and seconded by _____.

5 **PASSED AND ADOPTED ON SECOND READING** this ____ day of ____, 2021, on
6 a motion made by _____ and seconded by

7 _____.

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Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

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13 _____
14 Steve Breitkreuz, Mayor

15
16 Attest:

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19 _____
20 Russell Muñiz, Assistant Town Administrator/Town Clerk

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22
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24 Approved as to Form and Correctness:

25
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27 _____
28 Keith M. Poliakoff, J.D., Town Attorney

29 38347910.1

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Ordinance No. 2021-____

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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andy Berns
FROM: Sandy Luongo
DATE: 4/22/2021
SUBJECT: Town Hall Painting Project

Recommendation

It is recommended that Town Council approve the attached resolution approving the selection of *Integrity East Coast, Inc.* to complete the exterior painting of the Southwest Ranches Town Hall.

The vendor selected from the Town's competitive Quote process, RFQ:21-101 provided a quote for the amount of \$11,225.00.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In 2011, prior to Town staff occupancy, the exterior of the Town Hall building at 13400 Griffin Road, was painted in addition to other renovations. As such, the last painting of the exterior was ten (10) years ago and needs updating. In 2016, a new metal roof was installed resulting

in the need to patch up surfaces that have been damaged, therefore requiring a fresh coat of paint for a uniform and professional appearance throughout the entire municipal complex. This project was originally requested within the FY 2017 budget and while the project was not funded in 2017, 2018 or 2019, funding was approved in 2020. However, the funding was cancelled due to the Town Administrator's discretion in response to the potential impacts of the pandemic COVID-19 pandemic.

The amount requested represents cost of paint and materials, as well as the labor to professionally perform the task as per the scope of work.

Fiscal Impact/Analysis

For current Fiscal Year 20/21 budget, Council approved the expenditure of \$18,000 within the Building Maintenance Fund (001-3900-519-46020) which was anticipated to fund this project

REVENUES:	Appropriated Assigned Fund Balance	001-0000-399- 39900	\$11,225.00
EXPENDITURES:	Building Maintenance Fund	001-3900-519- 46020	\$11,225.00
TOTAL EXPENDITURES:			\$11,225.00

Competitive quotes were secured from six (6) vendors, in accordance to the Town's Procurement Policy.

Competitive Bid Results:

Company Name	Total Cost
A-Best Painting Contractors	\$12,980.00
Dorris Construction Management, Inc.	\$23,780.00
Integrity East Coast, Inc.	\$11,225.00
Premium Painters of Broward County	\$17,350.00
Razorback LLC	\$24,575.00
Sheerson Painting Inc.	\$12,265.00

Staff Contact:

Sandra Luongo, General Services Manager

Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Reso - TH Paining Project	4/9/2021	Resolution
Integrity Painting Quote	4/13/2021	Backup Material

RESOLUTION NO. 2021 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, IN RESPONSE TO RFQ NO: 21-101, AUTHORIZING A PURCHASE ORDER TO INTEGRITY EAST COAST, INC. IN THE AMOUNT OF \$11,225.00 TO COMPLETE THE EXTERIOR TOWN HALL PAINTING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2011, prior to Town staff occupancy, the exterior of the Town Hall building at 13400 Griffin Road, was painted, in addition to other renovations; and

WHEREAS, as the last painting of the Town Hall exterior was ten (10) years ago, it is in need of updating; and

WHEREAS, this project was originally requested within the FY 2017 budget and while the project was not approved for 2017, 2018 or 2019, it was approved for 2020; and

WHEREAS, the funding was cancelled in 2020 due to the Town Administrator's discretion in response to the potential impacts of the COVID-19 pandemic; and

WHEREAS, the Town received six (6) quotes in response to its request for quotations; and

WHEREAS, Integrity East Coast, Inc. provided the lowest-priced responsive and responsible quote for the Exterior Town Hall Painting Project for the amount of \$11,225.00; and

WHEREAS, the Town has budgeted eighteen thousand dollars (\$18,000.00) for the Exterior Town Hall Painting Project for fiscal year 2021 within the Building Maintenance Fund (001-3900-519-46020); and

WHEREAS, it has been determined to be in the public's best interest to proceed with the expenditure of the Exterior Town Hall Painting Project; and

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

Section 1. ADOPTION OF RECITALS. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. AUTHORIZATION. The Town Council hereby authorizes the issuance of a Purchase Order to Integrity East Coast, Inc. for the Exterior Town Hall Painting Project in the amount of \$11,225.00, which includes the costs of all labor, materials, tools, equipment, and all necessary costs associated with the proper completion of the project consisting of on-site preparation, pressure cleaning, patching, caulking, scraping, sanding, priming, intermediate and finish coat painting of exterior surfaces of Town Hall.

REVENUES:	Appropriated Assigned Fund Balance	01-0000-399-39900	\$11,225.00
EXPENDITURES:	Building Maintenance	001-3900-519-46020	\$11,225.00
TOTAL EXPENDITURES:			\$11,225.00

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

Section 4. 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 ____ day of April 22, 2021, on a motion by _____ and seconded by _____.

Breitkreuz ____
Hartmann ____
Allbritton ____
Jablonski ____
Kuczenski ____

Ayes ____
Nays ____
Absent ____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
38347962.1

3032 e. commercial Blvd. #10
Ft Laud , Florida 33308
(954)448-4841 hummelbrian@att.net
(954)448-4841
hummelbrian@att.net

Integrity East Coast inc.

Estimate

For: Town of Southwest Ranches
sluongo@southwestranches.org
13400 Griffin Rd
Southwest Ranches, FL, 33332

Estimate No: 186
Date: 03/29/2021

Description	Quantity	Rate	Amount
Exterior apainting consisting of 1. Pressure clean Main bldg, shed and genorator structure. 2. All stucoo crack's ,wood joint's , metal door frames and window frames will be caulked with Sher- Max premium caulking. 3. One coat of Sherwin Williams Loxon conditioner to seal Main structure and shed. 4. One cot of Sherwin williams D.T.M. Wash Primer to seal over Generator enclosure. 5. Main structure and shed will have two coat's of Sherwin Williams Super Paint satin Finish. 6. Generator enclosure will have to coat's of Sherwin Williams Sher-Cryl Industrial semi gloss paint. 7. Price includes Labor , material and lift rental.	1	\$11,225.00	\$11,225.00
		Subtotal	\$11,225.00
		TAX 0%	\$0.00
		Total	\$11,225.00

Total	\$11,225.00
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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
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney and Martin D. Sherwood, Town Financial Administrator
DATE: 4/22/2021
SUBJECT: REFINANCE OF IMPROVEMENT REVENUE BOND, SERIES 2016 TO A SERIES 2021

Recommendation

After review, analysis, and consideration of all competitively negotiated financing offers received of 4.0%, 2.65% and 1.92%, it is recommended that Council approve the attached resolution accepting the note agreement from TD Bank, N.A. ("TD Bank") (Resolution and Attachment A).

Issue

Management has determined that it is in the best interests of the inhabitants of the Town of Southwest Ranches (SWR) to issue a not to exceed \$7,750,000 Improvement Revenue Refunding Bond, 1.92% taxable Series 2021 in order to refinance and refund the Improvement Revenue Bond, 3.25% tax-exempt Series 2016.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On March 31, 2016, SWR issued an Improvement Revenue Bond, Series 2016 (the "2016 Bond") in the principal amount of \$7,750,000 to finance the acquisition of vacant property

within SWR's municipal boundaries. The 2016 Bond was a non-taxable bond purchased by SWR and financed by TD Bank, N.A for a public purpose . The interest rate for the 2016 Bond was 3.25% per annum and was payable with interest only until November 2021 then payable with principal and interest through 2036. Given the current lower interest rate environment and SWR's intent to potentially enter into a public-private partnership to develop the property, Management has decided that it would be in the best interests of the inhabitants of SWR to refinance and refund the 2016 Bond. Management obtained various proposals from financial institutions and has decided that the proposal from TD Bank, N.A. would be in the best interest of SWR. The Improvement Revenue Refunding Bond, Taxable Series 2021 (the "2021 Bond") is a taxable bond with the same remaining term and maturity date as the 2016 Bond and the semi-annual principal and interest payments will be made on the same date. However, the interest rate for the Series 2021 Bond is significantly lower at 1.92% per annum.

Fiscal Impact/Analysis

Pursuant to Attachment B attached, the Series 2021 refinance will significantly reduce and therefore guarantee to save the Town \$666,529 in loan interest expense over 10 years and \$746,587 (\$9,953,896 - \$9,207,309) over the bonds entire 15-year term if a TD Bank call provision is not exercised. The total costs to refinance, comprised of all Legal, title insurance and other costs as well as contingencies are estimated at \$38,750 (or one-half percent of \$7,750,000). The major cost is TD bank's counsel at \$10,000 while the cost for our Town Attorney is at a courtesy discounted rate of \$175 per hour.

TRIM/MILLAGE IMPACT

The Town receives sufficient non-advalorem revenues to cover all of its present and projected debt service requirements. However, with the refinance of the newly proposed Series 2021 debt, the amount of non-advalorem revenue coverage allocated to the Towns future advalorem (property tax) revenues ultimately become favorably impacted. For next fiscal year 2022 alone the refinancing, using the Towns 2020 taxable value and assuming that no debt service fund fund balance (reserves) are appropriated, will correspondingly lower the necessary millage impact for debt service from 0.7843 mills to 0.6717 mills (or 0.1126 net mills). Converted to dollars, this translates to \$28 in annual savings for each \$250,000 of taxable value.

Finally, it shall be noted that the refinanced Series 2021 note may be prepaid in whole or in part upon thirty (30) days prior written notice by SWR with no prepayment penalty.

Staff Contact:

Andy Berns, Town Administrator

Keith Poliakoff, Town Attorney

Marty Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
RESO REFINANCE OF SERIES 2016 to a SERIES 2021	4/9/2021	Resolution
SERIES 2021 LOAN AGREEMENT-ATTACHMENT A	4/8/2021	Agreement
SER 2016 VS 2021 Debt Service MADS-ATTACHMENT B	4/6/2021	Backup Material

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RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS IMPROVEMENT REVENUE REFUNDING BOND, TAXABLE SERIES 2021 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$7,750,000 TO REFINANCE THE TOWN OF SOUTHWEST RANCHES IMPROVEMENT REVENUE BOND SERIES 2016; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE BOND TO TD BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT WITH THE TOWN OF SOUTHWEST RANCHES, FLORIDA AND TD BANK, N.A.; APPROVING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, on March 31, 2016, the Issuer issued its Improvement Revenue Bond, Series 2016 (the "Prior Bond") in the principal amount of \$7,750,000 in order to finance the acquisition of certain vacant real property located within the Issuer's municipal boundaries; and

WHEREAS, the Prior Bond was purchased directly by TD Bank, N.A. (the "Lender"); and

WHEREAS, pursuant to the terms thereof, the Prior Bond may be prepaid in whole or in part at any time prior to maturity, without penalty or premium, at a price of par plus accrued interest to the date of prepayment; and

WHEREAS, the Issuer has determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to refinance and refund the Prior Bond; and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$7,750,000 Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") secured by a Loan Agreement between the Issuer and the Lender (the "Loan Agreement") to refinance and currently refund the Prior Bond on the date of the issuance of the Bond; and

WHEREAS, debt service on the Bond will be secured by a covenant to budget and appropriate legally derived or available non-ad valorem revenue of the Issuer (the "Legally Derived or Available Non-Ad Valorem Revenues"); and

WHEREAS, the Legally Derived or Available Non-Ad Valorem Revenues shall be sufficient to pay all principal of and interest, on the Bond, as the same becomes due, and to make all deposits or payments required by this Resolution and the Loan Agreement; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments under this Resolution or the Loan Agreement. The Bond shall not constitute a lien on any property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals/responses from financial institutions with respect to the refinancing of the Prior Bond; and

WHEREAS, it is hereby found, determined and declared that a negotiated sale of the Bond to the Lender is in the best interest of the Issuer because a privately placed bank loan and consequent impact of duration of maturity of the Bond will save the Issuer considerable time and expense as compared to selling the Bond in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Town Administrator or the Town Financial Administrator to accept the offer from the Lender to purchase the Bond at a private negotiated sale upon the terms and conditions set forth in this Resolution, the Loan Agreement and in the term sheet dated February 26, 2021 submitted by the Lender for the purchase of the Bond, a copy of which is attached hereto as Exhibit C (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Bond, a disclosure statement regarding the Bond containing the information required by Section 218.385(6), Florida Statutes.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE BOND. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as "Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Taxable Series 2021" is hereby authorized to be issued under and secured by this Resolution and the

Loan Agreement in the principal amount of not to exceed \$7,750,000, for the purposes of (i) refinancing and currently refunding the Prior Bond; and (ii) paying the transaction costs associated with the Bond. The proceeds of the Bond shall be applied to the prepayment of the Prior Bond on the date of the issuance of the Bond.

SECTION 4. NEGOTIATED SALE. Because of the characteristics of the Bond, prevailing market conditions, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Bond at a private negotiated sale. Prior to the issuance of the Bond, the Issuer shall receive from the Lender a Purchaser's Certificate, the form of which is attached hereto as Exhibit A and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B.

SECTION 5. BOND AMOUNT. The amount of the Bond shall not exceed \$7,750,000. The Bond shall be made as a taxable borrowing, which shall include costs of issuance incurred by the Issuer, and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor.

SECTION 6. TERMS OF THE BOND. The Town Administrator or the Town Finance Administrator is hereby authorized to award the sale of the Bond on his determination that the Term Sheet submitted by the Lender for the purchase of the Bond, is within the following parameters: (i) the final maturity shall not be later than March 1, 2036, and (ii) the interest rate of the Bond will be 1.92% (subject to adjustment as set forth in the Loan Agreement). The redemption provisions, if any, relating to the Bond shall be as provided in the Loan Agreement.

SECTION 7. APPROVAL OF LOAN AGREEMENT. The Mayor or Vice Mayor, as attested by the Town Clerk and approved as to form and correctness by the Town Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Loan Agreement to evidence the Bond, to be entered into by and between the Issuer and the Lender in substantially the form as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 8. OTHER INSTRUMENTS. The Mayor, Vice Mayor, the Town Clerk, the Town Administrator, the Town Finance Administrator, the Town Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Loan Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bond, this Resolution and the Loan Agreement and they are hereby authorized to execute and

deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Bond. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Bond is hereby approved, confirmed and ratified.

SECTION 9. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance budgeted and appropriated in accordance with the terms of this Resolution and the Loan Agreement. No holder of the Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Bond, or be entitled to payment of the Bond from any funds of the Issuer except from the Legally Derived or Available Non-Ad Valorem Revenues or fund balance as described in this Resolution and Loan Agreement.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
Florida, this _____ day of March, 2021, on a motion by _____ and
seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

(SEAL)

ATTEST:

Russell Muñiz, MBA, MPA, MMC,
Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS

Keith Poliakoff, Town Attorney

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EXHIBIT A

FORM OF PURCHASER'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Purchaser") has not required the Town of Southwest Ranches, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Town of Southwest Ranches, Florida Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Bond, is relying on Saul Ewing Arnstein & Lehr LLP ("Bond Counsel" and "Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Loan Agreement, dated as of _____, 2021, by and between the Issuer and the Purchaser (the "Loan Agreement").

We are aware that the purchase of the Bond involves various risks, that the Bond is not a general obligation of the Issuer and that the payment of the Bond is secured solely from the sources described in the Loan Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our purchase decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Bond and can bear the economic risk of our purchase of the Bond.

We acknowledge that the Loan Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and we are purchasing the Bond for our own account and not with a present view to a resale or other distribution to the public. We understand that the Bond may not be transferred except in accordance with the Loan Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as

contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of May, 2021.

TD BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Town of Southwest Ranches, Florida (the "Issuer") for the private purchase of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the "Bond") in the principal amount of \$_____. Prior to the award of the Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Bond (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Purchaser Counsel Fees – \$10,000.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.00.

5. Truth-in-Bonding Statement:

The Bond is being issued primarily to refinance the Issuer's Improvement Revenue Bond, Series 2016.

Unless earlier redeemed, the Bond is expected to be repaid by March 1, 2036; at a fixed interest rate of 1.92%, total interest paid over the life of the Bond is estimated to be \$1,205,434.17.

The Bond will be payable solely from the Legally Derived or Available Non-Ad Valorem Revenues, as such term is defined in Loan Agreement, dated as of _____, 2021, between the Issuer and the undersigned (the "Loan Agreement"). Issuance of the Bond is estimated to result in an annual average of approximately \$_____ of Legally Derived or Available Non-Ad Valorem Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Bond.

6. The name and address of the Purchaser is as follows:

TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, Florida 33609

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of _____, 2021.

TD BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT C
TERM SHEET

See attached

LOAN AGREEMENT

This Loan Agreement (this “**Agreement**”) is entered into this _____ day of April, 2021, by and between the TOWN OF SOUTHWEST RANCHES, FLORIDA, a Florida municipal corporation, and its successors and assigns (the “**Town**”), and TD BANK, N.A., a national banking association, and its successors and assigns (the “**Bank**”).

WITNESSETH:

WHEREAS, on March ____, 2021, the Town adopted Resolution _____ (the “**Resolution**”), authorizing a loan (the “**Loan**”) from the Bank in the principal amount not to exceed \$7,750,000, for the purpose of refinancing and currently refunding the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000 (the “**2016 Bond**”) and paying costs of issuance of the Bond (as hereinafter defined); and

WHEREAS, the Town hereby determines that it is desirable and in the best interest of the Town to enter into this Agreement whereby the Town will borrow the Loan from the Bank in the amount of [\$7,750,000] to be used to refinance and currently refund the 2016 Bond and pay costs of issuance of the Bond; and

WHEREAS, the obligation of the Town to repay the Loan shall be evidenced by the delivery by the Town of its Improvement Revenue Refunding Bond, Taxable Series 2021 (the “**Bond**”) in the principal amount of the Loan; and

WHEREAS, the Bond shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement by the Town have been authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration for the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

SECTION 1. DEFINITIONS. In addition to the defined terms in the above recitals, as used herein, unless the context otherwise requires:

“**Act**” means Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town, and other applicable provisions of law.

“**Agreement**” means this Loan Agreement between the Town and the Bank, as the same may be amended, modified or supplemented from time to time.

“**Annual Budget**” means the annual budget prepared by the Town for each Fiscal Year in accordance with Section 9 below and in accordance with the laws of the State of Florida.

“Balloon Indebtedness” means debt of the Town, ten percent (10%) or more of the original principal amount of which matures during any one Fiscal Year.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in the City of Miami, Florida are authorized to be closed.

“CAFR” means the Town’s Comprehensive Annual Financial Report or annual financial statements.

“Dated Date” means the date of issuance of the Bond.

“Default Rate” means the lesser of (i) six percentage points (6%) in excess of the Prime Rate then in effect, or (ii) the maximum rate permitted by law.

“Essential Government Services” means the Town’s general government and public safety expenses as reported in the Town’s CAFR.

“Event of Default” means any of the events described in Section 13(A) hereof.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Town pursuant to general law.

“Governing Body” means the Town Council of the Town, or its successor in function.

“Holder” means the registered owner (or its authorized representative) of the Bond.

“Legally Derived or Available Non-Ad Valorem Revenues” means all revenues or fund balance of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Bond, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

“Maturity Date” means March 1, 2036.

“Mayor” means the Mayor of the Town or, in the Mayor’s absence, the Vice-Mayor, or such other persons as may be duly authorized to act on the Mayor’s behalf.

“Payment Date” means the first day of each May and November and the Maturity Date.

“Prime Rate” means the “prime rate” as quoted in *The Wall Street Journal*.

“Series 2011 Note” means the Town’s Revenue Refunding Note, Series 2011.

“**Series 2013 Note**” means the Town’s Revenue Refunding Note, Series 2013.

“**State**” means the State of Florida.

“**Stated Interest Rate**” means a taxable fixed rate equal to 1.92% per annum.

“**Tender Date**” means March 31, 2031.

“**Town Clerk**” means the Town Clerk or any Deputy Town Clerk.

SECTION 2. ISSUANCE OF THE BOND. Subject and pursuant to the provisions of the Resolution and this Agreement, the Bond is hereby authorized for the purpose of refinancing and currently refunding the 2016 Bond and paying costs of issuance of the Bond. The Bond shall be dated the Dated Date, and shall bear interest from such date at the Stated Interest Rate, except in accordance with Section 13 below for which the Default Rate shall apply.

Principal and interest on the Bond shall be payable on each Payment Date, with the first payment of interest and principal due on November 1, 2021 and the last payment of all accrued and unpaid interest due on the Maturity Date. Attached hereto as **Exhibit B** is a copy of the principal amortization schedule for the Bond.

SECTION 3. DESCRIPTION OF THE BOND.

The Bond shall be issued in one (1) typewritten instrument. Interest on the Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months. Details of the Bond shall be as provided in the form of Bond attached as **Exhibit A** hereto.

The Bond shall be in registered form, shall contain substantially the same terms and conditions as set forth in **Exhibit A** hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by auto-debit as set forth in Section 11 or by such other method as may be provided in writing by such Holder to the Town Clerk. So long as the Bond shall remain outstanding, the Town shall maintain and keep books for the registration and transfer of the Bond. The Bond may be assigned as provided in the form of Bond attached as **Exhibit A** hereto.

Subject to the provisions of the following paragraphs, and unless there shall be delivered written notice thereof by the Bank to the Town no later than ninety (90) days prior to Tender Date of its intent not to tender the Bond, the Bond is subject to mandatory tender for purchase by the Town on the Tender Date. The purchase price for the Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

In the event of the mandatory tender by the Bank, the Town shall purchase the Bond, or cause the Bond to be purchased, in whole at a purchase price of 100% of the then outstanding principal amount thereof plus accrued interest to the Tender Date. Upon the purchase of the Bond, the Bond shall thereafter be registered in the name of the Town or such other person or entity as the Town

shall designate, or at the option of the Town, shall be canceled. No such purchase of the Bond shall be deemed to be an extinguishment of the debt represented by the Bond unless the Bond is canceled following such purchase.

It is expressly acknowledged by the parties hereto that in the event the Bond is tendered for purchase on the Tender Date, the Town may seek to remarket such tendered Bond to one or more new Holders, and may apply any proceeds thereof to the payment of the purchase price of such tendered Bond; provided, however, that the Bond may only be remarketed if the Town complies with all applicable state and federal securities and other laws in connection with such remarketing.

SECTION 4. EXECUTION OF THE BOND. The Bond shall be executed in the name of the Town by the manual signature of the Mayor and Town Administrator, the seal of the Town shall be imprinted, reproduced or lithographed on the Bond, and the Bond shall be attested to by the manual signature of the Town Clerk. If any officer whose signature appears on the Bond ceases to hold office before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Bond may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Bond shall be the proper officers to sign the Bond although at the date of the Bond or the date of delivery thereof such persons may not have been such officers.

SECTION 5. BOND MUTILATED, DESTROYED, STOLEN OR LOST. If the Bond is mutilated, destroyed, stolen or lost, the Town may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay the Bond that has matured or is about to mature. The mutilated Bond shall be surrendered to and canceled by the Town Clerk or his or her duly authorized agent. The Holder must furnish the Town or its agent proof of ownership of any destroyed, stolen or lost Bond; and pay the Town's or its agent's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen, or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as the Bond so mutilated, destroyed, stolen or lost.

SECTION 6. PROVISIONS FOR PREPAYMENT. The Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days' prior written notice to the Bank, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

SECTION 7. BOND NOT TO BE GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN. The Bond shall not be or constitute a general obligation or bonded indebtedness of the Town within the meaning of the Constitution of Florida and the Charter of the Town, but shall be payable from and secured solely by the covenant of the Town to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues, in the manner and to the extent herein and in the Bond provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay the Bond or the interest thereon, nor shall any Holder be entitled to payment of such principal

and interest from any funds of the Town other than Legally Derived or Available Non-Ad Valorem Revenues, all in the manner and to the extent herein and in the Bond provided. Nothing in the Bond or this Agreement shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Town. The Holder acknowledges that it shall have no lien upon any real or tangible personal property of the Town.

SECTION 8. COVENANT TO BUDGET AND APPROPRIATE. The Town hereby covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Derived or Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Bond in such Fiscal Year as the same shall become due, until the Bond is paid in full. Such covenant and agreement on the part of the Town shall be cumulative to the extent not paid, and shall continue until Legally Derived or Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, or any other provisions of this Agreement or the Bond to the contrary, the Town does not covenant, nor shall it ever be obligated, to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Legally Derived or Available Non-Ad Valorem Revenues or the rates for such services or regulatory fees.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Derived or Available Non-Ad Valorem Revenues, nor, except as provided in Section 10 hereof, does it preclude the Town from pledging in the future a particular source or sources of Legally Derived or Available Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular non ad-valorem revenues, nor does it give the Holder a prior claim on the Legally Derived or Available Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 10 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Derived or Available Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder, subject to the terms hereof.

SECTION 9. OPERATING BUDGET; CAFR. Before the first day of each Fiscal Year the Governing Body shall prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. Such Annual Budget shall provide for revenues sufficient to comply with the Town's obligations hereunder, including any unsatisfied obligations from prior Fiscal Years. The Town shall provide to the Bank (a) annually, the Town's CAFR, within 210 days of the end of each Fiscal Year, accompanied by a certificate performing the calculation described in Section 10 hereof, and (b) annually, the Annual Budget within sixty (60) days of its adoption by the Town. The Town will also provide the Bank any other financial information that the Bank shall reasonably request.

SECTION 10. ANTI-DILUTION; ISSUANCE OF ADDITIONAL OBLIGATIONS. In each Fiscal Year in which the Bond is outstanding hereunder, and unless waived by the Bank or other Holder, the sum of (i) “A” minus (ii) “C” minus “B”, shall be at least 130% of the annual debt service on all debt (including all long-term financial obligations appearing on the Town’s most recent CAFR) secured by and/or payable from Legally Derived or Available Non-Ad Valorem Revenues, including any debt payable from one or several specific revenue sources and including the Bond.

Prior to the incurrence of additional debt secured by or payable from Legally Derived or Available Non-Ad Valorem Revenues, and unless waived by the Bank or other Holder, the sum of (i) “A” minus (ii) “C” minus “B”, shall be at least 150% of the maximum annual debt service on all debt (including all long-term financial obligations appearing on the Town’s most recent CAFR and including the additional debt proposed to be insured) secured by and/or payable from Legally Derived or Available Non-Ad Valorem Revenues, including any debt payable from one or several specific revenue sources and including the Bond, the Series 2011 Note and the Series 2013 Note.

In addition, the Town will not issue any additional debt secured by or payable from a covenant to budget and appropriate unless (i) no Event of Default exists hereunder, (ii) any such additional debt secured by or payable from a covenant to budget and appropriate will be on parity with the Bond, with no preference as to any particular issuance of debt, and (iii) the other covenants of the Town contained herein will continue to be met.

If any additional debt of the Town, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, annual debt service on such debt shall be determined assuming such debt is amortized over twenty-five (25) years on an approximately level debt service basis.

Notwithstanding that the Series 2011 Note and the Series 2013 Note have a different Anti-Dilution test from that set forth herein, the Town and the Bank agree that the Anti-Dilution test set forth herein shall be deemed to apply to the Series 2011 Note and the Series 2013 Note for their entire term until matured or retired. The Bank hereby agrees that any scheduled balloon payment under the Bond shall have no impact on the maximum annual debt service for the Bond, which shall be based on the entire underlying 15-year amortization of the Bond.

As used in this Section 10: “A” means the average of total Legally Derived or Available Non-Ad Valorem Revenues of the Town during the prior two (2) Fiscal Years; “B” means total ad valorem revenues of the Town during the prior Fiscal Year; and “C” means the amount for Essential Government Services during the prior Fiscal Year that is not covered by ad valorem revenues.

For purposes of the foregoing tests, maximum annual debt service on any outstanding variable rate debt will be assumed to bear interest at one percent (1%) per annum over the then applicable variable rate for the month preceding the date of calculation. Attached as **Exhibit C** is the maximum annual debt service worksheet (the “Worksheet”) on the effective date of the Loan Agreement. The Worksheet attached is a snapshot showing the debt service on the effective date of the Loan Agreement and will be modified to reflect future calculations made hereunder. As of the date of the Worksheet there were no draws outstanding under the referenced line of credit.

For purposes of the foregoing tests, maximum additional annual debt service on any additional variable rate debt proposed to be issued will be assumed to bear interest at one percent (1%) per annum over the actual variable interest rate borne by such debt on the date of issuance of such debt.

SECTION 11. AUTO-DEBIT. At all times while this Agreement is in effect, payments from the Town of principal and interest on the Bond shall be set up on auto debit, which will automatically transfer payments of principal of and interest on the Bond held by the Bank from a pre-designated account of the Town maintained with the Bank on each Payment Date.

SECTION 12. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Agreement may only be modified, amended or supplemented by an instrument in writing executed by the parties hereto.

SECTION 13. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an “Event of Default”:

(i) The Town shall fail to pay the principal of or interest on, purchase price upon a mandatory tender of the Bond when due (including on the Tender Date);

(ii) The Town shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt;

(iii) The Town shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Bond (other than as set forth in (i) above), and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Town by the Holder of the Bond; provided that such default shall not be an Event of Default if the Town within such 30 day period commences and carries out with due diligence to completion within ninety (90) days such action as is necessary to cure the same; or

(iv) Final, non-appealable judgment for the payment of money in the amount of \$10,000,000 or more is rendered against the Town, it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment will not be considered an Event of Default.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such

Holder shall deem most effectual to protect and enforce the rights aforesaid. While an Event of Default shall have occurred and be continuing, the Bond shall bear interest at the Default Rate.

In addition, upon the occurrence of an Event of Default, the Holder may declare the entire outstanding balance due on the Bond to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred on appeal.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Any remedy of the Holder shall be subject to the terms of Sections 7 and 8 hereof.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 14. GENERAL AUTHORITY. The Mayor and the members of the Governing Body and the officers, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by the Resolution and this Agreement, or desirable or consistent with the requirements thereof and hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein, in this Agreement or in the Bond, including the execution of any documents or instruments relating to payment of the Bond, and each member, employee, attorney and officer of the Town is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated under the Resolution and hereunder.

SECTION 15. CLOSING COSTS. The Town shall be responsible for paying all fees and costs in connection with the issuance of the Bond, including, but not limited to, the fees and costs of the Bank's counsel of \$10,000.

SECTION 16. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Agreement.

SECTION 17. CONTROLLING LAW; OFFICIALS OF TOWN NOT LIABLE. All covenants, stipulations, obligations and agreements of the Town contained in the Resolution, this Agreement and the Bond shall be covenants, stipulations, obligations and agreements of the Town to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in the Resolution, this Agreement or the Bond shall be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Town or the Governing Body of the Town in his or

her individual capacity, and neither the members or officers of the Governing Body of the Town nor any official executing the Bond shall be liable personally on the Bond or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Bond by the Town or such members thereof.

SECTION 18. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and a subsequent holder of the Bond issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Town and the Bank and their respective successors and assigns hereunder and under the Bond.

SECTION 19. ADDITIONAL COVENANTS.

(a) The Town hereby covenants that it shall promptly give notice to the Holder of any litigation or proceeding which if determined adversely to the Town would adversely affect the security for the payment of the Bond.

(b) The Town covenants and agrees that if the Town grants to any lender or holder of any indebtedness secured by a covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues (i) any right related to the Legally Derived or Available Non-Ad Valorem Revenues or (ii) any event of default or remedy, that is not already contained in this Agreement, such right, event of default or remedy shall be deemed to apply hereunder as if expressly set forth herein, unless, prior to the issuance of any such indebtedness secured by a covenant to budget and appropriate Legally Derived or Available Non-Ad Valorem Revenues.

SECTION 20. APPLICATION OF BOND PROCEEDS; ESTABLISHMENT OF FUNDS. The proceeds received upon the sale of the Bond shall be applied simultaneously with the delivery of the Bond, as follows:

1. The Town shall first use the proceeds from the Bond to pay the costs of issuance of the Bond.

2. The remainder of the proceeds of the Bond shall be used to refinance and currently redeem the 2016 Bond on the date hereof. Upon such redemption and the receipt by the Bank of all amounts due in connection therewith, the 2016 Bond shall be marked on the books of the Bank as being paid in full.

3. There is hereby created a separate fund entitled "Town of Southwest Ranches, Florida, Improvement Revenue Refunding Bond, Series 2021 Bond Fund" (the "**Bond Fund**"). There shall be deposited into the Bond Fund on each Payment Date sufficient amounts of Legally Derived or Available Non-Ad Valorem Revenues which, together with the amounts already on deposit therein, will enable the Town to pay the principal of and interest on the Bond on each such Payment Date. Moneys in the Bond Fund shall be applied on each Payment Date to the payment of principal of and interest on the Bond coming due on each such Payment Date.

The Bond Fund herein established and created shall constitute a special revenue trust fund for the purposes provided herein for such fund. The money in such fund shall be continuously secured in the same manner as deposits of Town funds are authorized to be secured by the laws of the State of Florida.

The designation and establishment of the fund in and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Town for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

SECTION 21. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered (i) the day after it is sent, if sent by overnight common carrier service and (ii) five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Town: Town of Southwest Ranches, Florida
13400 Griffin Road
Southwest Ranches, Florida 33330
Attn: Town Financial Administrator

With a copy to: Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301
Attn: Keith M. Poliakoff, Esquire

If to the Bank: TD Bank, N.A.
2307 West Kennedy Boulevard
Tampa, FL 33609
Attn: Robert W. Catoe

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section.

SECTION 22. SEVERABILITY. If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 24. WAIVER OF JURY TRIAL. THE TOWN AND THE BANK IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY OR CLAIM BETWEEN THEM, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS LOAN AGREEMENT, THE BOND OR THE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE TOWN AND THE BANK TO ENTER INTO THIS AGREEMENT.

SECTION 25. EFFECTIVE DATE. This Agreement shall take effect immediately upon its execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

By: _____
Andrew D. Berns, Town Administrator

Dated this _____ day of April, 2021

APPROVED AS TO FORM AND CORRECTNESS:

Lee Ann Tranford, Assistant Town Attorney

TD BANK, N.A.

By: _____
_____, Vice President

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EXHIBIT A

[FORM OF BOND]

No. _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF SOUTHWEST RANCHES
IMPROVEMENT REVENUE REFUNDING BOND,
TAXABLE SERIES 2021**

Interest Rate:

1.92%

Maturity Date:

March 1, 2036

Dated Date:

_____, 2021

REGISTERED OWNER: TD BANK, N.A.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the Town of Southwest Ranches, Florida, a municipal corporation of the State of Florida (hereinafter called the “**Town**”) for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum identified above, subject to adjustment as provided in the Loan Agreement, until the entire Principal Amount has been repaid. Principal of and interest on this Bond will be paid by auto-debit to the Registered Owner hereof as it appears on the registration books of the Town at the close of business on the fifth Business Day (as defined in the hereinafter described Loan Agreement), next preceding each interest payment date.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty day months and will be paid in arrears. No presentment shall be required for any payment on this Bond except upon final maturity.

Principal and interest on this Bond shall be payable on the first day of each May and November (each, a “**Payment Date**”), with the first payment of interest due on November 1, 2021 and the last payment of all accrued and unpaid interest due on the Maturity Date identified above. The principal of and interest on this Bond shall be payable from and after November 1, 2021 in accordance with the principal repayment schedule set forth as **Schedule I** hereto.

If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next succeeding Business Day, provided that credit for such payment shall not be given until the payment is actually received by the Registered Owner.

Upon the occurrence of an Event of Default (as defined in the hereinafter described Loan Agreement) until such Event of Default has been cured this Bond shall bear interest at the lesser of (i) six percentage points (6%) in excess of the Prime Rate (as defined in the Loan Agreement), or (ii) the maximum rate permitted by law (the “**Default Rate**”). In addition, upon the occurrence of an Event of Default, the Registered Owner may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the Town shall also be obligated to pay all costs of collection and enforcement thereof, including such reasonable attorneys’ fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

Any payment not paid within fifteen (15) days of when due shall be subject to a late charge equal to six percent (6%) of the overdue payment.

This Bond is being issued for the purpose of refinancing and currently redeeming the Town of Southwest Ranches Improvement Revenue Bond, Series 2016 in the original principal amount of \$7,750,000.00 and paying costs of issuance of the Bond, pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Town and other applicable provisions of law (collectively, the “**Act**”), Resolution _____, adopted by the Town Council on March _____, 2021 (the “**Resolution**”), and that certain Loan Agreement dated _____, 2021, between the Town and the Registered Owner (the “**Loan Agreement**”). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Loan Agreement.

This Bond and the interest hereon are secured by a covenant to budget and appropriate in each Fiscal Year from its Legally Derived or Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Bond, until this Bond has been paid in full. Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the terms and security for the Bond, the custody and application of the proceeds of the Bond, the rights and remedies of the Registered Owner of the Bond and the limitations thereon, and the extent of and limitations on the Town’s rights, duties and obligations, to all of which provisions the Registered Owner hereof for itself and its successors in interest assents by acceptance of this Bond.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Bond in any year exceed the maximum rate permitted by law.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF FLORIDA AND THE CHARTER OF THE TOWN, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE COVENANT OF THE TOWN TO BUDGET AND APPROPRIATE LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM

REVENUES, IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED. NO REGISTERED OWNER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THIS BOND OR THE INTEREST HEREON, NOR SHALL ANY REGISTERED OWNER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY FUNDS OF THE TOWN OTHER THAN LEGALLY DERIVED OR AVAILABLE NON-AD VALOREM REVENUES, ALL IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, IN THE LOAN AGREEMENT AND IN THIS BOND PROVIDED.

This Bond shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Loan Agreement.

It is further agreed between the Town and the Registered Owner of this Bond that this Bond and the indebtedness evidenced hereby shall not constitute a lien upon any real or tangible personal property of or in the Town. Neither the members of the governing body of the Town nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance.

This Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days' prior written notice to the Registered Owner, at a price of par plus accrued interest to the date of prepayment. Any partial prepayments shall be applied to installments of principal in inverse order of maturity and shall not postpone any due dates of, or relieve the amounts of, any scheduled installment payments due hereunder.

Subject to the provisions of the Loan Agreement, this Bond is subject to mandatory tender for purchase by the Town, or such other person or entity as the Town shall designate, on the Tender Date (as defined in the Loan Agreement). The purchase price for this Bond shall be 100% of the outstanding principal amount thereof plus accrued interest to the Tender Date.

This Bond may be assigned by the owner of this Bond, or any assignee or successor-in-interest thereto upon at least five (5) Business Days prior written notice to the Town. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Clerk at the address set forth below of (i) a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Bond or by its attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Bond, along with the social security number or federal employer identification number of such assignee, and (ii) a purchaser letter from such assignee indicating that such assigned is an affiliate of the Registered Owner, an "accredited investor" or a "qualified institutional investor" as defined in Rule 144(A) promulgated under the Securities Act of 1933, as amended. In all cases of an assignment of this Bond, the Town shall at the earliest practical time enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The Town may

conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Bond to which it relates. Upon the assignment of this Bond, the assigning owner of this Bond shall be deemed to have relinquished its rights, if any, hereunder and under the Resolution and the Loan Agreement.

Any notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 2307 West Kennedy Boulevard, Tampa, Florida 33609, Attention: Robert W. Catoe, or such other address or addresses as the Registered Owner shall provide the Town in writing. In the event of an assignment of this Bond, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the Town in writing. Any notice required to be given to the Town hereunder shall be given to the Town Financial Administrator at Town of Southwest Ranches, Florida, 13400 Griffin Road, Southwest Ranches, Florida 33330, with a copy to Saul Ewing Arnstein & Lehr LLP, 200 East Las Olas Boulevard, Suite 1000, Fort Lauderdale, Florida 33301, Attention: Keith M. Poliakoff, or such other address or addresses as the Town shall provide the Registered Owner in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional or statutory limitation or provision.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS BOND, AND THE TOWN, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE BOND, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS BOND, THE RESOLUTION, THE LOAN AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

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IN WITNESS WHEREOF, the Town of Southwest Ranches, Florida has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, and attested by the manual signature of the Town Clerk and its Town Administrator and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the _____ day of _____, 2021.

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

By: _____
Andrew D. Berns, Town Administrator

Dated this _____ day of April, 2021

APPROVED AS TO FORM AND CORRECTNESS:

Lee Ann Tranford, Assistant Town Attorney

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FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond in the books kept by the Town for the registration thereof, with full power of substitution in the premises.

Dated: _____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Bond in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ .
(State)

Additional abbreviations may also be used
though not in the above list.

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SCHEDULE I

AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	5/1/2021				7,750,000.00
1	11/1/2021	298,546.01	74,400.00	224,146.01	7,525,853.99
2021 Totals		298,546.01	74,400.00	224,146.01	
2	5/1/2022	298,546.01	72,248.20	226,297.81	7,299,556.18
3	11/1/2022	298,546.01	70,075.74	228,470.27	7,071,085.91
2022 Totals		597,092.02	142,323.94	454,768.08	
4	5/1/2023	298,546.01	67,882.42	230,663.59	6,840,422.32
5	11/1/2023	298,546.01	65,668.05	232,877.96	6,607,544.36
2023 Totals		597,092.02	133,550.47	463,541.55	
6	5/1/2024	298,546.01	63,432.43	235,113.58	6,372,430.78
7	11/1/2024	298,546.01	61,175.34	237,370.67	6,135,060.11
2024 Totals		597,092.02	124,607.77	472,484.25	
8	5/1/2025	298,546.01	58,896.58	239,649.43	5,895,410.68
9	11/1/2025	298,546.01	56,595.94	241,950.07	5,653,460.61
2025 Totals		597,092.02	115,492.52	481,599.50	
10	5/1/2026	298,546.01	54,273.22	244,272.79	5,409,187.82
11	11/1/2026	298,546.01	51,928.20	246,617.81	5,162,570.01
2026 Totals		597,092.02	106,201.42	490,890.60	
12	5/1/2027	298,546.01	49,560.67	248,985.34	4,913,584.67
13	11/1/2027	298,546.01	47,170.41	251,375.60	4,662,209.07
2027 Totals		597,092.02	96,731.08	500,360.94	
14	5/1/2028	298,546.01	44,757.21	253,788.80	4,408,420.27
15	11/1/2028	298,546.01	42,320.83	256,225.18	4,152,195.09
2028 Totals		597,092.02	87,078.04	510,013.98	

38263762.7

16	5/1/2029	298,546.01	39,861.07	258,684.94	3,893,510.15	
17	11/1/2029	298,546.01	37,377.70	261,168.31	3,632,341.84	
2029 Totals		597,092.02	77,238.77	519,853.25		
18	5/1/2030	298,546.01	34,870.48	263,675.53	3,368,666.31	
19	11/1/2030	298,546.01	32,339.20	266,206.81	3,102,459.50	
2030 Totals		597,092.02	67,209.68	529,882.34		
20	5/1/2031	298,546.01	29,783.61	268,762.40	2,833,697.10	<u>TENDER DATE</u>
21	11/1/2031	298,546.01	27,203.49	271,342.52	2,562,354.58	
2031 Totals		597,092.02	56,987.10	540,104.92		
22	5/1/2032	298,546.01	24,598.60	273,947.41	2,288,407.17	
23	11/1/2032	298,546.01	21,968.71	276,577.30	2,011,829.87	
2032 Totals		597,092.02	46,567.31	550,524.71		
24	5/1/2033	298,546.01	19,313.57	279,232.44	1,732,597.43	
25	11/1/2033	298,546.01	16,632.94	281,913.07	1,450,684.36	
2033 Totals		597,092.02	35,946.51	561,145.51		
26	5/1/2034	298,546.01	13,926.57	284,619.44	1,166,064.92	
27	11/1/2034	298,546.01	11,194.22	287,351.79	878,713.13	
2034 Totals		597,092.02	25,120.79	571,971.23		
28	5/1/2035	298,546.01	8,435.65	290,110.36	588,602.77	
29	11/1/2035	298,546.01	5,650.59	292,895.42	295,707.35	
2035 Totals		597,092.02	14,086.24	583,005.78		
30	3/1/2036	297,599.88	1,892.53	295,707.35	0.00	
2036 Totals		297,599.88	1,892.53	295,707.35		
Grand Totals		8,955,434.17	1,205,434.17	7,750,000.00		

38263762.7

EXHIBIT B

AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	5/1/2021				7,750,000.00
1	11/1/2021	298,546.01	74,400.00	224,146.01	7,525,853.99
2021 Totals		298,546.01	74,400.00	224,146.01	
2	5/1/2022	298,546.01	72,248.20	226,297.81	7,299,556.18
3	11/1/2022	298,546.01	70,075.74	228,470.27	7,071,085.91
2022 Totals		597,092.02	142,323.94	454,768.08	
4	5/1/2023	298,546.01	67,882.42	230,663.59	6,840,422.32
5	11/1/2023	298,546.01	65,668.05	232,877.96	6,607,544.36
2023 Totals		597,092.02	133,550.47	463,541.55	
6	5/1/2024	298,546.01	63,432.43	235,113.58	6,372,430.78
7	11/1/2024	298,546.01	61,175.34	237,370.67	6,135,060.11
2024 Totals		597,092.02	124,607.77	472,484.25	
8	5/1/2025	298,546.01	58,896.58	239,649.43	5,895,410.68
9	11/1/2025	298,546.01	56,595.94	241,950.07	5,653,460.61
2025 Totals		597,092.02	115,492.52	481,599.50	
10	5/1/2026	298,546.01	54,273.22	244,272.79	5,409,187.82
11	11/1/2026	298,546.01	51,928.20	246,617.81	5,162,570.01
2026 Totals		597,092.02	106,201.42	490,890.60	
12	5/1/2027	298,546.01	49,560.67	248,985.34	4,913,584.67
13	11/1/2027	298,546.01	47,170.41	251,375.60	4,662,209.07
2027 Totals		597,092.02	96,731.08	500,360.94	
14	5/1/2028	298,546.01	44,757.21	253,788.80	4,408,420.27
15	11/1/2028	298,546.01	42,320.83	256,225.18	4,152,195.09
2028 Totals		597,092.02	87,078.04	510,013.98	

38263762.7

16	5/1/2029	298,546.01	39,861.07	258,684.94	3,893,510.15	
17	11/1/2029	298,546.01	37,377.70	261,168.31	3,632,341.84	
2029 Totals		597,092.02	77,238.77	519,853.25		
18	5/1/2030	298,546.01	34,870.48	263,675.53	3,368,666.31	
19	11/1/2030	298,546.01	32,339.20	266,206.81	3,102,459.50	
2030 Totals		597,092.02	67,209.68	529,882.34		
20	5/1/2031	298,546.01	29,783.61	268,762.40	2,833,697.10	<u>TENDER DATE</u>
21	11/1/2031	298,546.01	27,203.49	271,342.52	2,562,354.58	
2031 Totals		597,092.02	56,987.10	540,104.92		
22	5/1/2032	298,546.01	24,598.60	273,947.41	2,288,407.17	
23	11/1/2032	298,546.01	21,968.71	276,577.30	2,011,829.87	
2032 Totals		597,092.02	46,567.31	550,524.71		
24	5/1/2033	298,546.01	19,313.57	279,232.44	1,732,597.43	
25	11/1/2033	298,546.01	16,632.94	281,913.07	1,450,684.36	
2033 Totals		597,092.02	35,946.51	561,145.51		
26	5/1/2034	298,546.01	13,926.57	284,619.44	1,166,064.92	
27	11/1/2034	298,546.01	11,194.22	287,351.79	878,713.13	
2034 Totals		597,092.02	25,120.79	571,971.23		
28	5/1/2035	298,546.01	8,435.65	290,110.36	588,602.77	
29	11/1/2035	298,546.01	5,650.59	292,895.42	295,707.35	
2035 Totals		597,092.02	14,086.24	583,005.78		
30	3/1/2036	297,599.88	1,892.53	295,707.35	0.00	
2036 Totals		297,599.88	1,892.53	295,707.35		
Grand Totals		8,955,434.17	1,205,434.17	7,750,000.00		

38263762.7

EXHIBIT C

Maximum Annual Debt Service Worksheet

Town of Southwest Ranches - Aggregate DSvc for CBA of Non-Ad Valorem Revenues

DS After Series 2021 Refinancing							
	TD Series 2011 2.73% 30-Sep	Centennial Note 3.85% 30-Sep	TD Series 2013 2.85% 30-Sep	TD Equip Note 2.56% 30-Sep	TD ACTUAL Series 2021 15 yr-1.92% 30-Sep	TD Emergency Line of Credit - 10M Series 2016 [#] 30-Sep	Total Interest and Principal 30-Sep
FY							
2021	286,522	96,968	241,908	29,485	251,875		906,759
2022	71,631	57,938	242,118	29,485	597,092		998,264
2023			241,559	29,485	597,092		858,136
2024			240,348		597,092		837,440
2025			238,597		597,092		835,689
2026			236,219		597,092		833,311
2027					597,092		597,092
2028					597,092		597,092
2029					597,092		597,092
2030					597,092		597,092
2031					597,092		597,092
2032					597,092		597,092
2033					597,092		597,092
2034					597,092		597,092
2035					597,092		597,092
2036					596,146		596,146
Total	358,153	154,906	1,440,748	88,456	9,207,309		11,249,572
Original Par	2,500,000	800,000	2,658,600	206,500	7,750,000		13,915,100
	MADS (thru FY 2022)						598,264

NOTES: = Represents maximum annual debt service (MADS) thru FY 2022

TD 2018 LOC includes interest only - full payback occurred within FY 2020

Town of Southwest Ranches - Aggregate DSvc for CBA of Non-Ad Valorem Revenues

BEFORE

Current Debt Service

FY	TD Series 2011 2.73%		Centennial Note 3.95%		TD Series 2013 2.85%		TD Equip Note 2.66%		TD ACTUAL Series 2016 20-yr-3.25% Amort/15 Balloon		TD Emergency Line of Credit - 10M Series 2018*		Total Interest and Principal	Millage Impact for Debt Service	Levy Increase on \$250,000 of Taxable value
	30-Sep		30-Sep		30-Sep		30-Sep		30-Sep		30-Sep				
2021	286,522	96,968	241,908	29,485	251,875		906,759		0.6102	\$153					
2022	71,631	57,938	242,118	29,485	764,343		1,165,515		0.7843	\$196					
2023			241,559	29,485	747,551		1,018,596		0.6854	\$171					
2024			240,348		730,760		971,107		0.6535	\$163					
2025			238,597		713,968		952,565		0.6410	\$160					
2026			236,219		697,176		933,395		0.6281	\$157					
2027					680,385		680,385		0.4578	\$114					
2028					663,593		663,593		0.4465	\$112					
2029					646,801		646,801		0.4352	\$109					
2030					630,010		630,010		0.4239	\$106					
2031					613,218	*	613,218	*	0.4126	\$103					
2032					596,426		596,426		0.4013	\$100					
2033					579,635		579,635		0.3900	\$98					
2034					562,843		562,843		0.3787	\$95					
2035					546,051		546,051		0.3674	\$92					
2036					529,260		529,260		0.3561	\$89					
Total	358,153	154,906	1,440,748	88,456	9,953,896		11,996,159								
Original Par	2,500,000	800,000	2,658,600	206,500	7,750,000		13,915,100								
MADS							1,165,515								

NOTES: * Represents FY of maximum annual debt service (MADS)

* Represents the FY 2031 millage impact if 15 yr balloon/7D Bank call provision is exercised

TD 2018 LOC includes interest only as per draws and full payback occurred within FY 2020

2.1510

\$538

AFTER

DS After Series 2021 Refinancing

	TD Series 2011 2.73%	Centennial Note 3.95%	TD Series 2013 2.85%	TD Equip Note 2.65%	TD ACTUAL Series 2021 15 yr-1.92% Amort/10 Balloon	TD Emergency Line of Credit - 10M Series 2018*	Total Interest and Principal
FY	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep	30-Sep
2021	286,522	96,968	241,908	29,485	251,875		906,759
2022	71,631	57,938	242,118	29,485	597,092		998,264
2023			241,559	29,485	597,092		868,136
2024			240,348		597,092		837,440
2025			238,597		597,092		835,689
2026			236,219		597,092		833,311
2027					597,092		597,092
2028					597,092		597,092
2029					597,092		597,092
2030					597,092		597,092
2031					597,092 *		*
2032					597,092		597,092
2033					597,092		597,092
2034					597,092		597,092
2035					597,092		597,092
2036					597,092		597,092
Total	358,153	154,906	1,440,748	88,456	9,207,309		11,249,572
Original Pair	2,500,000	800,000	2,658,600	206,500	7,750,000		13,915,100
MADS							998,264

NOTES: * Represents FY of maximum annual debt service (MADS)

* Represents the FY 2031 millage impact if 10 yr balloon/7D Bank call provision is exercised

TD 2018 LOC includes interest only as per draws and full payback occurred within FY 2020

2.3086

\$577



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Green Meadows Drainage Phase III

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)

- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS DRAINAGE PHASE III PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of Town of Southwest Ranches feel that it is in the best interest of the citizens of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, Green Meadows Drainage Phase III project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses Green Meadows Drainage Phase III project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Green Meadows Drainage Phase III project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38347551.1



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for - Ivanhoe Canal and Dykes Road East Connection via SW 54th Place

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 54TH PLACE DRAINAGE CONNECTION FROM IVANHOE CANAL TO DYKES ROAD PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of Town of Southwest Ranches feel that it is in the best interest of the citizens of Southwest Ranches to endorse this project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, SW 54th Place Drainage Connection from Ivanhoe Canal to Dykes Road will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the SW 54th Place Drainage Connection from Ivanhoe Canal to Dykes Road and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the SW 54th Place Drainage Connection from Ivanhoe Canal to Dykes Road project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38347431.1



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

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Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Frontier Trails Northern Drainage Improvements

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE FRONTIER TRAILS DRAINAGE IMPROVEMENT PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of Town of Southwest Ranches feel that it is in the best interest of the citizens of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, the Frontier Trails Drainage Improvement Project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Frontier Trails Drainage Improvement Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Frontier Trails Drainage Improvement Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38347733.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Green Meadows Drainage Improvements on SW 164th Terrace

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS DRAINAGE IMPROVEMENT ALONG SW 164TH TERRACE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of Town of Southwest Ranches feel that it is in the best interest of the citizens of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHWEAS, Green Meadows Drainage Improvement along SW 164th Terrace will be constructed within the Town of Southwest Ranches right-of-way; and

Whereas, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

Whereas, the Town of Southwest Ranches hereby endorses Green Meadows Drainage Improvement along SW 164th Terrace and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Green Meadows Drainage Improvement along SW 164th Terrace project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38347701.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Dykes Road Piping

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD PIPING PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of Town of Southwest Ranches feel that it is in the best interest of the citizens of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

Whereas, Dykes Road Piping Project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Dykes Road Piping Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Dykes Road Piping Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38347759.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for SW 185th Way and SW 69th Street Drainage

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 185TH WAY AND SW 69TH STREET DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered into the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of the Town of Southwest Ranches feel that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, SW 185th Way and SW 69th Street Drainage Project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of the Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the SW 185th Way and SW 69th Street Drainage Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the SW 185th Way and SW 69th Street Drainage Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38348196.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Dykes Road Flood Protection Improvements

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD FLOOD PROTECTION IMPROVEMENT PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of the Town of Southwest Ranches feel that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, Dykes Road Flood Improvement Project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Dykes Road Flood Improvement Project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Dykes Road Flood Improvement Project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38348668.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for Country Estates SW 63rd Street Drainage Improvements

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases:

design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION 2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE COUNTRY ESTATES SW 63RD STREET DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of the Town of Southwest Ranches feel that it is in the best interest of the citizens of the Town of Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, Country Estates SW 63rd Street Drainage project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of the Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses Country Estates SW 63rd Street Drainage project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the Country Estates SW 63rd Street Drainage project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38348218.1



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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
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Gary Jablonski, Council Member
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Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 4/22/2021
SUBJECT: Broward County Surtax Support Resolution for SW 205th Avenue and SW 50th Place Drainage

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds.

The Drainage and Infrastructure Advisory Board and Town Staff have identified nine (9) projects to submit for funding. If the project is not "shovel-ready," it will be funded in phases: design then construction.

- Green Meadows Drainage Phase III (Shovel-Ready)
- Country Estates SW 63rd Street Drainage Improvements
- Frontier Trails Northern Drainage Improvements
- Dykes Road Piping
- Dykes Road Flood Protection Improvements
- Ivanhoe Canal and Dykes Road East Connection via SW 54th Place
- Green Meadows Drainage Improvements on SW 164th Terrace
- SW 185th Way and SW 69th Street Drainage
- SW 205th Avenue and SW 50th Place Drainage

The Town must apply before the April 22, 2021 deadline. A resolution from the Town of Southwest Ranches stating support for each project is required to establish funding eligibility with Surtax dollars.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. All projects will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution	4/9/2021	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 205TH AVENUE AND SW 50TH PLACE DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED TO FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, a resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, officials of the Town of Southwest Ranches feel that it is in the best interest of the citizens of the Town Southwest Ranches to endorse said project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, SW 205th Avenue and SW 50th Place Drainage project will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of the Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses SW 205th Avenue and SW 50th Place Drainage project and will provide technical assistance when available and needed for the duration of the project.

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 supports submitting the SW 205th Avenue and SW 50th Place Drainage project specified herein for Broward County Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2021 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
38348212.1