



Southwest Ranches Town Council

REGULAR MEETING

Agenda of July 8, 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
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

Quasi-Judicial Hearings

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

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

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

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

place.

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

3. Lake House Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

4. 5353 Hancock Road Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

5. MP Holdings Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-57-20, THE MP HOLDINGS PLAT, COMPRISING TWO SINGLE-FAMILY DWELLING LOTS ON 4.6 GROSS ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF SW 48TH STREET, 1,000 FEET EAST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN

EFFECTIVE DATE.

6. 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.

7. Board Reports

8. Council Member Comments

9. Legal Comments

10. Administration Comments

Ordinance - 2nd Reading

- 11. 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. {Approved on First Reading - April 22, 2021}**

Resolutions

- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; APPROVING A THREE (3) YEAR SERVICE AGREEMENT WITH THREE (3) – ONE (1) YEAR OPTIONAL RENEWALS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO TRAFFIC AND PARKING CONTROL CO., INC. IN THE AMOUNT OF THIRTY-SIX THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$36,343.53) FOR THE PURCHASE OF A DOUBLE-SIDED MESSAGE BOARD; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY TO**

REGULATE THE UTILIZATION AND ADMINISTRATION OF LICENSE PLATE READERS (LPRs) THROUGHOUT THE TOWN; ESTABLISHING STANDARDS FOR THE PROPER USE AND PROCEDURES TO BE USED BY THE TOWN'S POLICE SERVICES PROVIDER; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICAL LICENSE PLATE READER (LPR) POLICY; AND PROVIDING AN EFFECTIVE DATE.

- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE CLAY COUNTY, FLORIDA PRICING FOR THE PURCHASE AND INSTALLATION OF LANDSCAPE STRUCTURES INC.'S PLAYGROUND EQUIPMENT AND RELATED PRODUCTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK FROM REP SERVICES, INC. IN THE AMOUNT OF TWENTY-SEVEN THOUSAND, NINE HUNDRED THIRTY ONE DOLLARS AND SIXTY-SIX CENTS (\$27,931.66); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

16. Approval of Minutes

- a. May 27, 2021 Town Council Regular Meeting**

17. 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: 7/8/2021
SUBJECT: Lake House Waiver of Plat

Recommendation

Staff recommends approval subject to the Town Attorney's approval of an agreement granting ingress and egress rights to the proposed South Parcel and providing for maintenance of the improvements within the easement.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Petitioner requests Waiver of Plat to subdivide 9.97 acres into two parcels of 7.47 and 2.5 acres. Please refer to the staff memorandum for additional information.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Staff report	6/25/2021	Executive Summary
WP-29-21 Resolution - TA Approved	6/23/2021	Resolution
Sketch and Legal Description for North Lot	6/25/2021	Backup Material
Sketch and Legal Description for South Lot	6/25/2021	Backup Material
Mail notice radius map	6/25/2021	Backup Material
Mal Notice Mailing List	6/28/2021	Backup Material

TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

July 8, 2021

SUBJECT: Waiver of Plat Application WP-29-21

LOCATION: 18100 Stirling Road; located on the south side of Stirling Road, one-quarter mile west of Mather Boulevard / SW 178th Avenue.

**OWNER/
PETITIONER:** Lake House Holdings, LLC

AGENT: Pillar Consultants, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches

ZONING: Rural Ranches

PUBLIC NOTICE: Legal notice in newspaper and mail notice within 1,500-foot radius

EXHIBITS: Staff Report, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide 9.97 acres ("Property") into two parcels of 7.47 acres (Lot 1, the "North Parcel") and 2.5 acres (Lot 2, the "South Parcel"). The proposed North Parcel is developed with a house and detached garage with a combined 4,842 square feet of floor area. The proposed South Parcel is undeveloped. A lake occupies approximately one-third of the Property, and the lake and a portion of a canal occupy approximately 45 percent of the proposed South Parcel. Since lakes and other water bodies that cross property lines are not credited toward net lot area, the Petitioner chose to satisfy the gross lot area requirement of 2.5 acres in lieu of the net area requirement of 2.0 acres. Both proposed parcels exceed the minimum 125 feet lot width requirement.

The creation of the South Parcel would not create any nonconformities on the North Parcel. The North Parcel would have sufficient area for a barn and paddock or agricultural use. The proposed South Parcel can potentially support a barn and paddock or agricultural use area, depending upon how it is developed. A future owner could also fill a small portion of the lake to create additional space for agricultural use if desired.

The North Parcel would continue to directly access Stirling Road. The proposed South Parcel would access Stirling Road from an ingress/egress easement running through the North Parcel. No additional right-of-way is required for Stirling Road at this location.

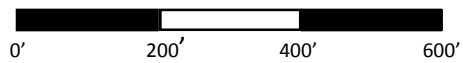
Letters of no objection are on file from all applicable utilities, including South Broward Drainage District.

RECOMMENDATION

Staff recommends approval of Application No. WP-29-21, subject to the Town Attorney's approval of an agreement granting ingress and egress rights to the proposed South Parcel and providing for maintenance of the improvements within the easement.

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-29-21 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

WAIVER OF PLAT APPLICATION NO. WP-29-21
LOCATION MAP AND AERIAL



Graphic Scale



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RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-29-21 TO SUBDIVIDE 9.97 ACRES OF PROPERTY INTO TWO LOTS OF 7.47 AND 2.50 ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF STIRLING ROAD, ONE QUARTER MILE WEST OF MATHER BOULEVARD; LEGALLY DESCRIBED AS TRACT 11 LESS THE NORTH 55 FEET, AND A PORTION OF TRACT 12, IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

WHEREAS, at a duly noticed public hearing held on July 8, 2021 the Town Council reviewed Waiver of Plat Application No. WP-29-21 by Lake House Holdings, LLC ("Petitioner") to subdivide 9.97 acres into two lots of 7.47 and 2.50 acres; and

WHEREAS, the proposed subdivision complies with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

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

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

Section 2. That, at a duly noticed public hearing held on July 8, 2021, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-29-21 to subdivide the property described in Exhibit "A" attached hereto and made a part hereof,

into two parcels described and depicted in Exhibit "B" attached hereto and made a part hereof, subject to recordation of an easement agreement approved as to form by the Town Attorney prior to recordation of this Resolution.

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

Section 4. This approval shall expire 180 days from the date of approval if this Resolution is not first recorded in the Public Records of Broward County, Florida.

Section 5. This Resolution shall become effective upon its recordation.

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 _____

(Signatures are on the following page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
#100024.001

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Exhibit "A"

Parent Tract Legal Description

ALL OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

TOGETHER WITH THAT PORTION OF TRACT 12 OF SAID NORTHWEST ONE-QUARTER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID TRACT 12 A DISTANCE OF 365 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY A DISTANCE OF 303.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID TRACT 12, SAID POINT BEING 30.11 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID TRACT 12; THENCE NORTHERLY ALONG A LINE THAT IS 30.11 FEET WEST OF A LINE PARALLEL WITH THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 240 FEET; THENCE NORTHEASTERLY A DISTANCE OF 63.06 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 12; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 597.12 FEET TO THE POINT OF BEGINNING. ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

LESS THAT PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING NORTH OF LINE 55.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 6.

SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA.

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Exhibit "B"

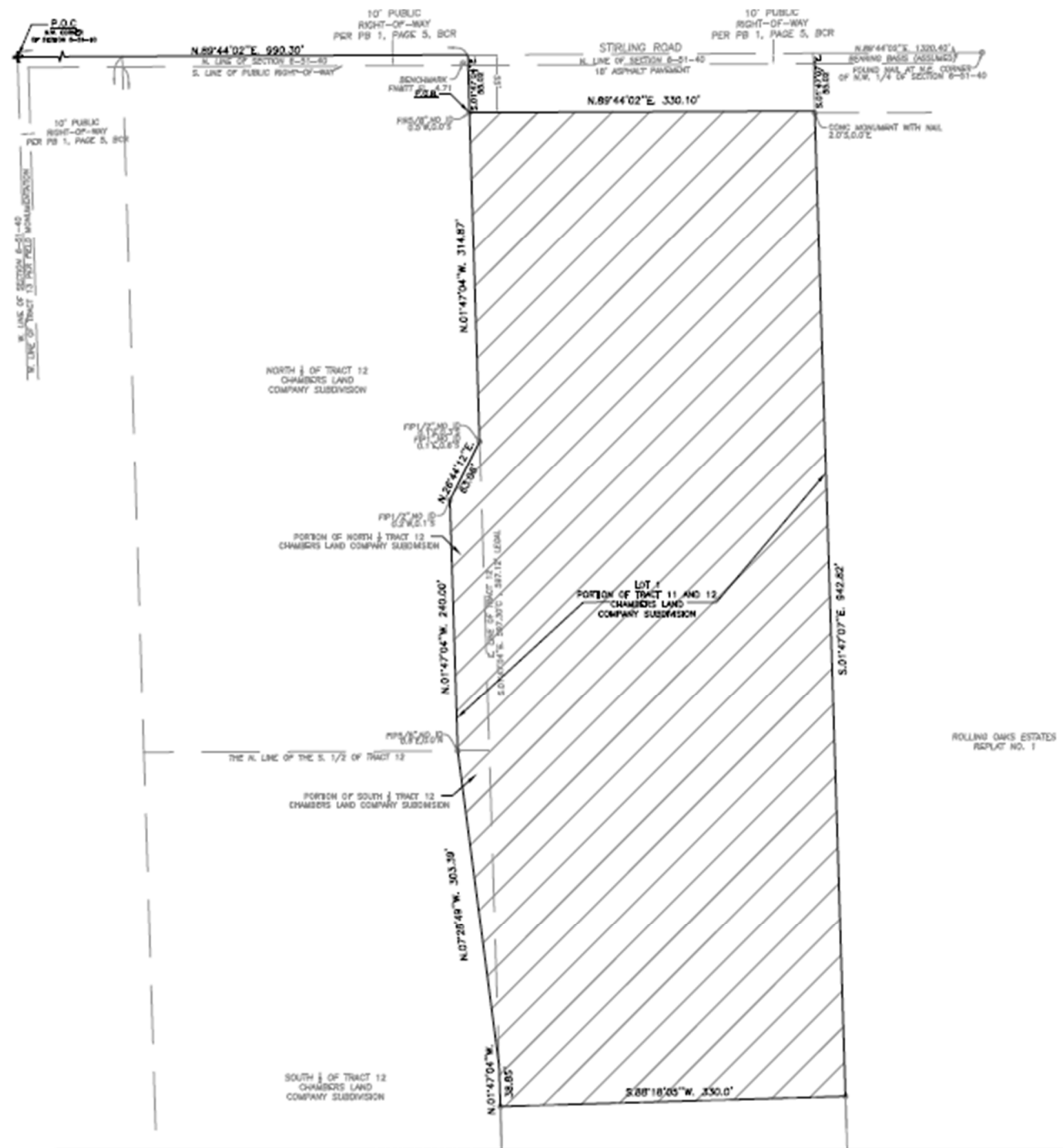
Legal description of Subdivided Lots

LOT 1 (NORTH PARCEL)

A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 990.30 FEET TO THE NORTHWEST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'04" EAST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 330.10 FEET; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 942.82 FEET; THENCE SOUTH 88°18'05" WEST, A DISTANCE OF 330.0 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 38.85 FEET, THENCE NORTH 07°28'49" WEST, A DISTANCE OF 303.39 FEET, THENCE NORTH 01°47'04" WEST, A DISTANCE OF 240.0 FEET, THENCE NORTH 26°44'12" EAST, A DISTANCE OF 63.06 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 314.87 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 325,083 SQUARE FEET (7.47 ACRES) MORE OR LESS.

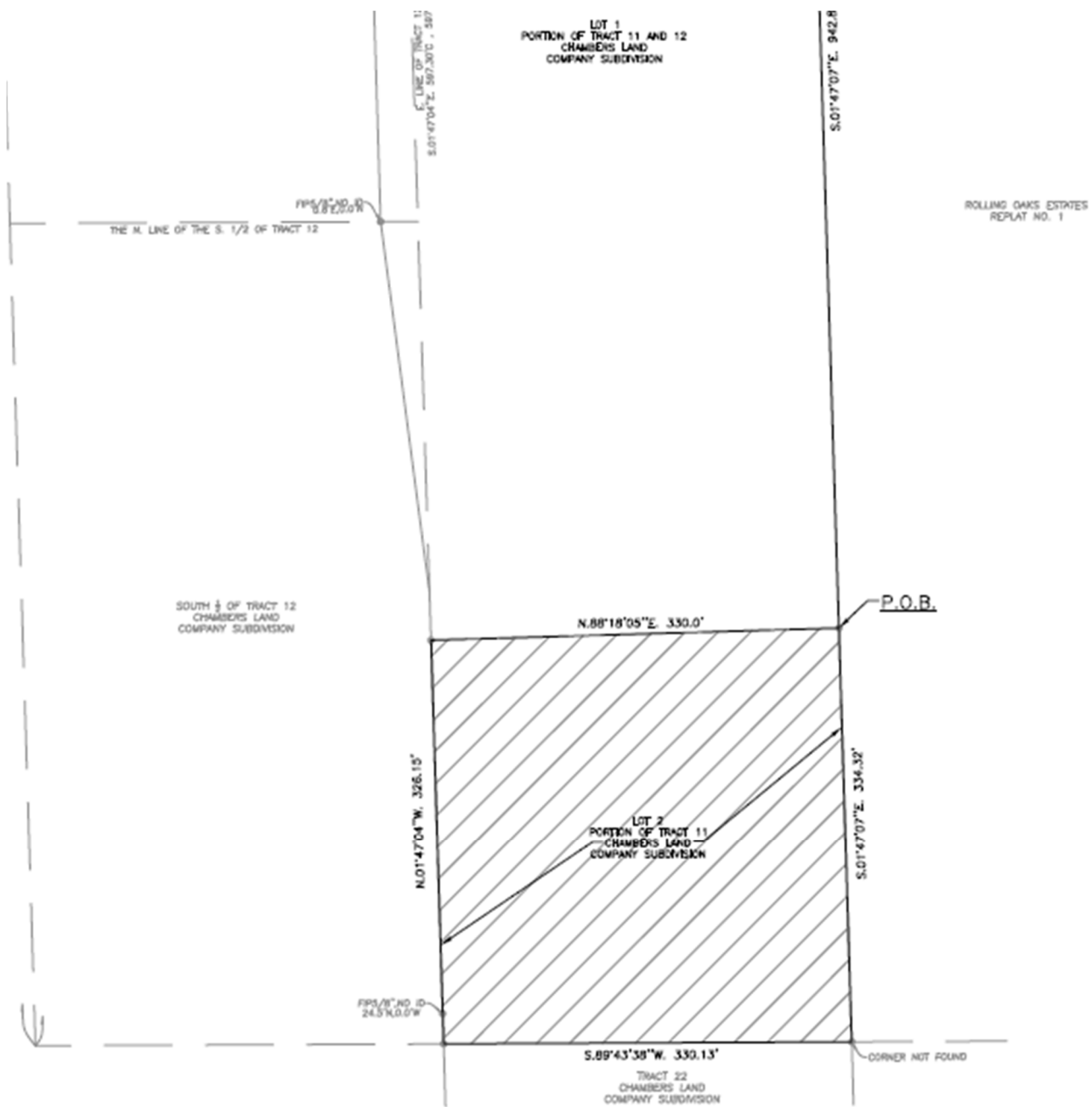


LOT 2 (SOUTH PARCEL)

A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 1320.40 FEET TO THE NORTHEAST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 997.84 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'07" EAST, A DISTANCE OF 334.32 FEET, THENCE SOUTH 89°43'38" WEST, A DISTANCE OF 330.13 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 326.15 FEET; THENCE NORTH 88°18'05" EAST, A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

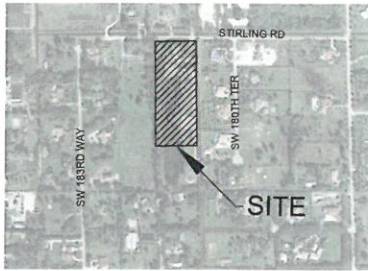
SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 108,979 SQUARE FEET (2.50 ACRES) MORE OR LESS.



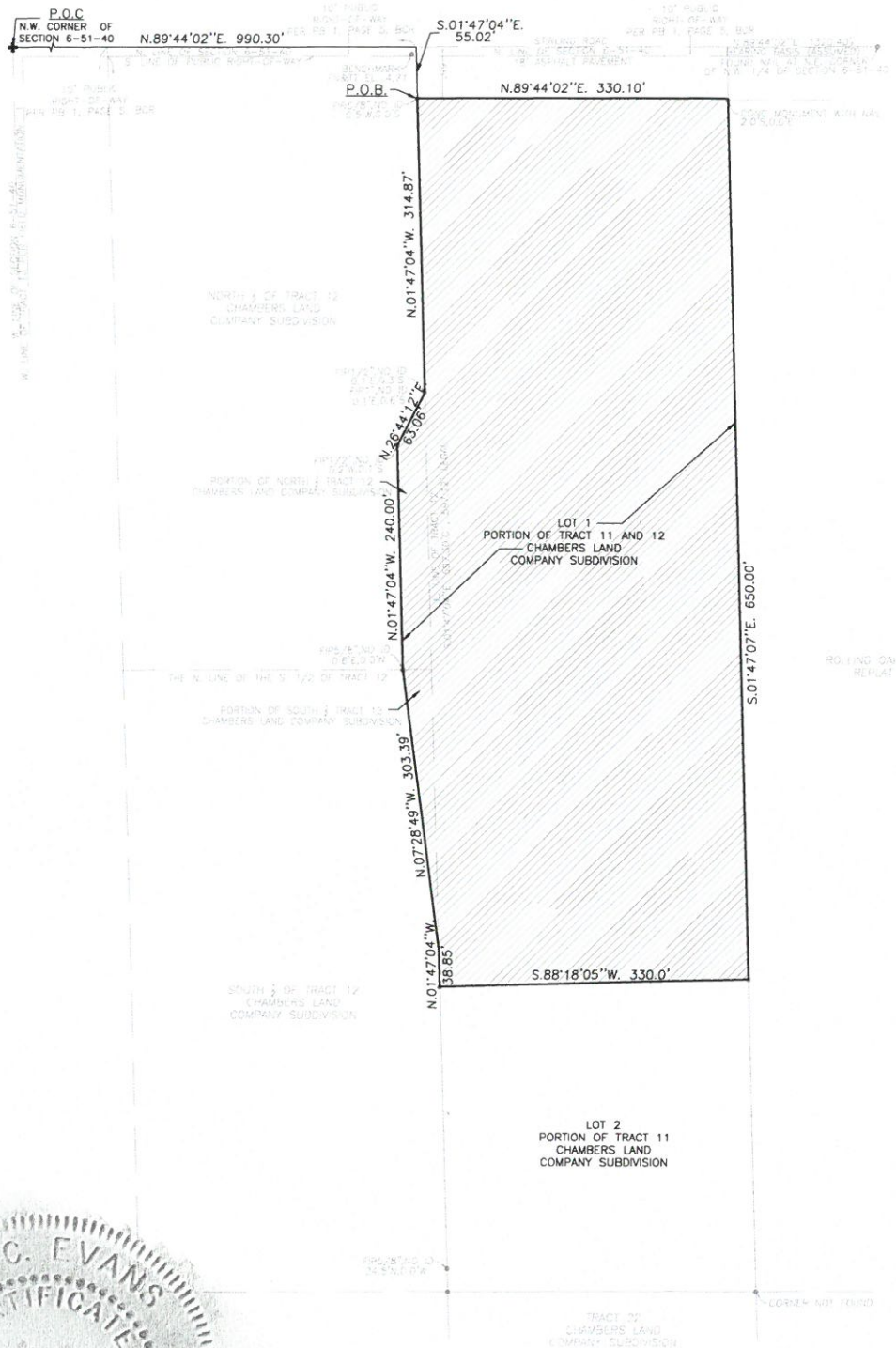
Resolution No. 2021-

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SURVEY.



LOCATION MAP
NOT TO SCALE



LEGEND:

- BCR BROWARD COUNTY RECORDS
- PB PLAT BOOK
- PG PAGE
- ORB OFFICIAL RECORDS BOOK
- CL CENTERLINE
- R/W RIGHT-OF-WAY
- SEC SECTION
- U.E. UTILITY EASEMENT
- S.W.M. SURFACE WATER MANAGEMENT
- CWC CONTROL WATER ELEVATION
- CBS CONCRETE BLOCK STRUCTURE
- WPP WOOD POWER POLE
- CLP CONCRETE LIGHT POLE
- ANC ANCHOR
- TYP TYPICAL
- FIRE HYDRANT
- GATE VALVE
- WATER METER
- SANITARY SEWER MANHOLE
- CATCH BASIN
- EXISTING ELEVATION
- PROPOSED ELEVATION
- FLOW DIRECTION

PREPARED BY:
JAY C. EVANS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4711
STATE OF FLORIDA

UPDATES / REVISIONS	DATE

Job No.: 18020 Date: 02/15/21 Drawn By: S.R.P. Scale: N.T.S. SHEET 1 OF 2

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION:

A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

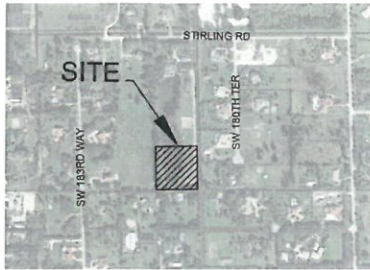
COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 990.30 FEET TO THE NORTHWEST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'04" EAST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING OF SAID PARCEL OF LAND; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 330.10 FEET; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 942.82 FEET; THENCE SOUTH 88°18'05" WEST, A DISTANCE OF 330.0 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 38.85 FEET, THENCE NORTH 07°28'49" WEST, A DISTANCE OF 303.39 FEET, THENCE NORTH 01°47'04" WEST, A DISTANCE OF 240.0 FEET, THENCE NORTH 26°44'12" EAST, A DISTANCE OF 63.06 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 314.87 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 325,083 SQUARE FEET (7.47 ACRES) MORE OR LESS.

UPDATES / REVISIONS		DATE	NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN. NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.			
Job No.: 18020		Date: 02/15/21	Drawn By: S.R.P.		Scale: N.T.S.	SHEET 2 OF 2

-SKETCH AND DESCRIPTION-

NOTE: THIS IS NOT A SURVEY.

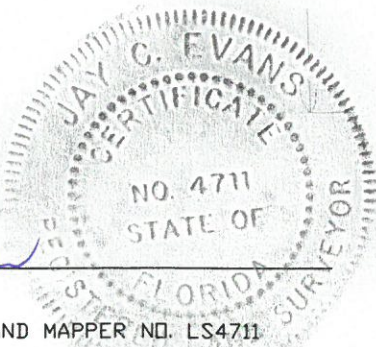


LOCATION MAP
NOT TO SCALE



LEGEND:

- BCR BROWARD COUNTY RECORDS
- PB PLAT BOOK
- PG PAGE
- ORB OFFICIAL RECORDS BOOK
- C CENTERLINE
- R/W RIGHT-OF-WAY
- SEC SECTION
- U.E UTILITY EASEMENT
- S.W.M. SURFACE WATER MANAGEMENT
- CWE CONTROL WATER ELEVATION
- CBS CONCRETE BLOCK STRUCTURE
- WPP WOOD POWER POLE
- CLP CONCRETE LIGHT POLE
- ANC ANCHOR
- TYP TYPICAL
- FIH FIRE HYDRANT
- GV GATE VALVE
- WM WATER METER
- SM SANITARY SEWER MANHOLE
- CB CATCH BASIN
- EX EXISTING ELEVATION
- PR PROPOSED ELEVATION
- FD FLOW DIRECTION



PREPARED BY:
JAY C. EVANS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4711
STATE OF FLORIDA

UPDATES / REVISIONS	DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.

NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.

—SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SURVEY.

LEGAL DESCRIPTION:

A PORTION OF TRACT 11 IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE NORTH 89°44'02" EAST, A DISTANCE OF 1320.40 FEET TO THE NORTHEAST CORNER OF SAID TRACT 11; THENCE SOUTH 01°47'07" EAST, A DISTANCE OF 997.84 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°47'07" EAST, A DISTANCE OF 334.32 FEET, THENCE SOUTH 89°43'38" WEST, A DISTANCE OF 330.13 FEET; THENCE NORTH 01°47'04" WEST, A DISTANCE OF 326.15 FEET; THENCE NORTH 88°18'05" EAST, A DISTANCE OF 330.0 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 5 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

SAID LAND SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 108,979 SQUARE FEET (2.50 ACRES) MORE OR LESS.

UPDATES / REVISIONS	DATE	NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.
		NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.
Job No.: 20036	Date: 02/15/21	Drawn By: S.R.P. Scale: N.T.S. SHEET 2 OF 2

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FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
513901010633	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		EVERGLADES LAND CO SUB 1-63 D36-01-39 PORTIONS OF TRACTS 33.34 48.49 63 AND 64 TOGETHER WITHPORTIONS OF TRACTS 1.2, 16, 17 31-34, 48, 49 AND 63 OFEVERGLADES LAND CO SUB 2-1 D1-51-39 PER OR 6313/267, LESSPOR TR 63 OF SEC 1 LYING WITHIN100 FT NORTH AND PARALLEL WITHS/L OF SEC 1
503936010050	LUKE & LANA LLC	5900 SW 185 WAY	SOUTHWEST RANCHE FL	33332			EVERGLADES LAND CO SUB 1-63 D36-50-39TR 64 LESS THAT PT OF TR 64LYING WITHIN 120 FT OF E/L OFSEC & THAT PT LYING WITHIN 55 FT OF S/L SEC & LESS POR SELY OFCHORD OF 35FT RAD ARC TAN TO ALINE 120 W & PARALLEL TO E/L SEC, & TAN TO A LINE 55FT N &PARALLEL TO S/L SEC, & LESS W 25
503936040030	FUNDORA FAM TRFUNDORA, NOEL S & MARLENE TRS	4041 NW 26 ST STE 2	MIAMI FL	33142			JONEL TERRACE 5 92-37 BLOT 3
503936040040	MCCAGH, FRANK H & BETH A	18500 SW 58 ST	SOUTHWEST RANCHE FL	33332	1466		JONEL TERRACE 5 92-37 BLOT 4
504031010110	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 40 E 50 & S 50, TR 41 S 50, LESS THAT PT OF W 453.70 OF E907.40 OF TR 41 LYING WITHIN 55OF S/L OF SEC & LESS THAT PTOF TR 40 DESC IN OR 18839/636FOR RD, AS PER R/W MAP 13/81
504031010190	HASFORD, MATTHEW K H/ESAKYIBE, VICTORIA	18000 SW 57 ST	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRACT 36 DESC AS BEG NECOR OF TRACT 36, SLY 330.08 TO SECOR, WLY 1309.06 TO SW COR OF TR36, NLY 294.06 TO A PT 36 S OFNW COR TR 36, ELY 1306.86 TO NECOR OF TRACT 36 & POBLES E 952.83 THEREOF LESS R/W
504031010192	SIMONNE, AUDREY ANCHALEESOLIS, CARLOS GALGUERA	17980 SW 57 ST	SOUTHWEST RANCHE FL	33331	2226		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 283.12 M/L OF E 952.83 OF THEFOL PARCEL, PT OF TR 36 DESC ASBEG NE COR OF TR 36 SLY 330.08 TO SE COR, WLY 1309.06 TO SW COROF TR 36, NLY 294.06 TO A PT 36FT S OF NW COR OF TR 36, ELY 1306.86 TO NE COR OF TR 36 & POB
504031010324	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40ALL THAT LAND IN TRS 17, 18, 19, 21, 22, 23, 24, 33 THRU 39.57 THRU60 THAT LIES WITHIN 50 FT OF THEN/S CENTER OF SEC LINE, LESS PTDESC IN OR 9574/126 & LESS THATPT OF TR 39 DESC IN OR 18839/636FOR RD PER R/W MAP 13/81
504031010390	TROPICAL LANDSCAPE FARMS LLC	5879 SW 178 AVE	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 LESS W 520 & LESS RD & TRACT 40 LESS W 520 & LESS RDRWS
504031010391	EQUESTRIAN INVESTMENTS LLC	18001 STIRLING RD	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 W 520 & TRACT 40 W 520 LESS RD R/W
504031010392	DOMINGUEZ, EDUARDO JR & CYNTHIA	18101 STIRLING RD	SOUTHWEST RANCHE FL	33331			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S 448.95 OF PAR DESC AS E 358.70 TRS 41 & 42 TOG WITH S 60 TR 43, LESS OR 4023/360, AND TOG WITHW 91.23 OF E 393.70 TRS 41 & 42TOG WITH S 60 OF W 91.23 OFE 393.70 TR 43 LESS OR 17356/466& OR 18135/615

504031010394	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E1/2 OF FOLLOWING DESC:TR 41 LESS R/W & LESS E 907.40,42 LESS E 907.40,43 S 60 LESSE 907.40
504031010395	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 41 W 302.47 OF E 907.40LESS R/W 42 W 302.47 OF E 907.4043 S 60 OF W 302.47 OF E 907.40
504031010396	MILMOE,CHRISTOPHER C H/EMILMOE,LORI	18221 SW 60 ST	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40THE W 211.23 OF E 604.39 OF ALLOF TRACTS 41 AND 42,TOGET WITHTR 43 S 60 OF W 211.23 OF E604.93,LESS S 55 FOR RD
504031010400	SKY I REAL ESTATE LLC	4450 NW 36 ST	MIAMI	FL	33166	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W1/2 OF FOLLOWING DESC:TR 41 LESS R/W & LESS E 907.40,TR 42 LESS E 907.40,TR 43 S 60LESS E 907.40
504031010573	BRINEGAR,WILLIAM B & ELIZABETH T	17740 SW 59 CT	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 W1/2 OF W1/2 LESS R/W
504031010583	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT ON S/L OF TR 58 THATIS 50 E OF W/L TR 58,ELY ALG SILTRS 58 & 55 TO PT ON S/L OFTR 55 THAT IS 170 W OF E/L OFTR 55,TOG WITH ALL LAND IN TR 55& 56 WITHIN TO OF SAID DESC PT
504031010584	MONTGOMERY,MICHAEL & JENNIFER	5900 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58 W 330 LESS R/W
504031050010	HARRELL,JOHN W JR	18360 SW 57 ST	SOUTHWEST RANCHE	FL	33331	HARRELL'S ESTATES 153-11 BLOT 1
504031050020	HARRELL ESTATES LLC	4182 S UNIVERSITY DR	DAVIE	FL	33328	HARRELL'S ESTATES 153-11 BLOT 2
504031050030	HARRELL ESTATES LLC	4182 S UNIVERSITY DR	DAVIE	FL	33328	HARRELL'S ESTATES 153-11 BLOT 3
504031060010	DANIA,ISMAIL ADEBAYO	4089 W WHITEWATER AVE	WESTON	FL	33332	CARRERA MANOR 153-41 BTRACT 'A'
504031100010	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM	PA	19044	CLINGANS COVE 168-49 BLOT 1
504031100020	MEIKLE,RODRICK	17805 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 2
504031100030	INESTROZA,SILVANA	17807 ROLLING OAKS ESTATE DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 3
504031100040	VALDES,ANGELA F & CARLOS L	17809 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 4
504031100050	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD	HORSHAM	PA	19044	CLINGANS COVE 168-49 BLOT 5
504031100060	DAVIDSON,BRUCE	PO BOX 24	PARKSVILLE	NY	12768	CLINGANS COVE 168-49 BLOT 6
504031100070	DORFMAN,ARI & KAREN	17815 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 7
504031100080	KASOFSKY,PAUL N & ANNETTE FPAUL & ANNETTE KASOFSKY LIV TR	17817 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 8
504031100090	009 LAND TRTILLOTSON,LAURA TRS	570 E MILLER AVE	IOWA	LA	70647	CLINGANS COVE 168-49 BLOT 9
504031100100	PERL,CHAIM M &PERL,SIGAL	11 SNOWY OWL TER	PLANTATION	FL	33324	CLINGANS COVE 168-49 BLOT 10
504031100110	JORDAN,BRITTNEYRHODES,XAVIER	17816 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 11
504031100120	DAVID,LAVONTEDAVID,TONDREA	8414 DUNHAM STATION DR	TAMPA	FL	33647	CLINGANS COVE 168-49 BLOT 12
504031100130	GARCIA,ART APEREZ,FLORA R	17812 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 13
504031100140	PINERO,MARIA LORENARODRIGUEZ,DANIEL ALBERTO	17810 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 14
504031100150	OSPINA,RODRIGOPOSADA,MELISSA SIERRA	17808 ROLLING OAKS ESTATES DR	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 15
504031100160	LAMAR MILLER REV TR	17806 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 16
504031100170	DE LA CRUZ,ARTURO & JOAN PEREZ	17804 SW 58 ST	SOUTHWEST RANCHE	FL	33331	CLINGANS COVE 168-49 BLOT 17
504031100180	TORREZ,JOSE POLIBIOTORRES,HENRY	174 WHEELER RD	CENTRAL ISLIP	NY	11722	CLINGANS COVE 168-49 BLOT 18
513901010084	CHIN,FRANCIS R & SUELIN	17303 SW 87 AVE	PALMETTO BAY	FL	33157	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 N 165.29 OF S 320.58, LESS THAT PT LYING WITHIN 120 W OFE/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81

513901010085	GONZALES,ALEXEY B H/EGONZALES,OLGA M	6310 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1452	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 LESS S 480.87, LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010086	GOODMAN,MAURICE D EST	6410 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1454	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 S 155.29 LESS PT LYING WITHIN 120 W OF E/L OF SEC
513901010090	LARA,EDGARDO & MARIA	6490 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1454	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 32 N1/2 OF N1/2, LESS THAT PT OF TR 32 LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROAD RW PER R/W MAP 13-81
513901010091	ZACCO,MARIO	13100 E PALOMINO DR	SOUTHWEST RANCHE FL	33330	2200	EVERGLADES LAND CO SUB 2-1 D1-51-39TR 1 N1/2 LESS ROAD R/W/S, LESS W 25 FOR ROAD RW PERRW MAP 13-81
513901010093	REAL GREEN INVESTMENT CO	6100 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D01-51-39TR 1 N1/2 OF S1/2, LESS THAT PT LYING WITHIN 120 FT OF E/L OF SEC, LESS THE W25 FOR ROAD RW/PER R/W MAP 13-81
513901010094	BREEDEN,MICHELLE E H/EGREENE,STEPHEN M & SHIRLEY A	6120 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 N1/2 OF N1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010095	EVA C ALEMAN TRALEMAN,EVA C TRSTEE	9340 SW 136 ST	MIAMI FL	33176	5822	EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 S1/2 OF N1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010096	BROWN,JADABROWN,WILLIAM ALEXANDER	6210 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 16 N1/2 OF S1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010097	GOMEZ,JOSE & DULCE	6250 SW 185 WAY	SOUTHWEST RANCHE FL	33332	1484	EVERGLADES LAND CO SUB 2-1D1-51-39TR 1 S1/2 OF S1/2 LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010098	REAL GREEN INVESTMENT CO	6100 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D1-51-39TR 1 S1/2 OF S1/2, LESS THAT PT LYING WITHIN 120 FT OF E/L OF SEC, LESS THE W25 FOR ROAD RW/PER R/W MAP 13-81
513901010170	ALONSO,TANAY	6402 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1 D1-51-39TR 17 N 160.29 OF S 480.87, LESS THAT PT LYING WITHIN 120 W OF E/L OF SEC, LESS W 25 FOR ROADRW PER R/W MAP 13-81
513901010321	SCHULTZ,JAMES R & SUSANVANDERHORST,THOMAS & ELIZABETH	6500 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 32 S1/2 OF N1/2 LESS RD
513901010322	RUIZ,GREGORIO & MERCEDES RUIZ,MARITZA	6520 SW 185 WAY	SOUTHWEST RANCHE FL	33332		EVERGLADES LAND CO SUB 2-1D1-51-39TR 32 N1/2 OF S1/2, LESS RDLESS E 25 FOR ROAD RW PER R/W MAP 13-81
514006010160	PEREZ,CARLOS & INES PATRICIA	17710 SW 61 CT	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-5B B6-51-40TR 15 W1/2 LESS RW
514006010181	LINDSAY,ROBIN	17710 SW 63 MNR	SOUTHWEST RANCHE FL	33331	1737	CHAMBERS SUB NE1/4 1-5B B6-51-40TR 18 W1/2 LESS RW
514006010245	OLINICK,SCOTT & KERRI	6010 SW 178 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-58 B6-51-40TR 13 LESS PT LYING WITHIN 55 S OF & PARA WITH N/L OF SEC & LESS W 50 EXCEPT PT LYING WITHIN N 55 OF SEC
514006010246	VOELLGER,LIZA LYNETTE VOELLGER,ROBERT C	14715 STIRLING RD	SOUTHWEST RANCHE FL	33330	2918	CHAMBERS SUB NE1/4 1-5B B6-51-40TR 16 LESS RW

514006010248	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-40N 50 OF NE1/4 OF SEC 6 LESS PT INC'D IN OR 17308/15 TOG WITH THAT PT OF TR 13 LYING WITHIN 55 OF THE N SEC LINE; ASPER R/W MAP 13/81
514006010249	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-40W 50 OF TRS 13 THRU 20 LESS N 50IN NE1/4 SEC LESS P/P/A 150-30 B& LESS P/P/A BORGIA PARCELS PER 177-66 B; AS PER R/W MAP 13/81
514006010300	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT 50 E OF NW COR TR 15, ELY ALG N/L OF SAID TR THRU CENTER OF TRS 12, 11, 10, 9 TO NW COR OF TR 3 WHICH IS PT OF TERMINATION LESS P/P/A 150-30 B; AS PER R/W MAP 13/81
514006010320	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NE1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT ON N/L OF TR 18 THAT IS 50 E OF NW COR OF SAID TR ELY ALG N/L OF TR 18, THRU TRS 21, 22, 23, 24 & ALG N/L OF TR 6 TO PT ON N/L OF TR 6 THAT LIES 170 W OF NE COR OF SAID TR & PT OF
514006020010	EDUARTE, JUAN & ANA L	6030 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 13 E1/2 LESS THAT PT LYING WITHIN 55 S OF N BOUNDARY OF SEC FOR R/W
514006020011	RICH, JEFFREY MMATHEWS, SOCORRO M	6100 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1640	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 14 E1/2 LESS R/W
514006020012	MANCEBO, ARNALDO H	6310 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1626	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 17 E1/2 LESS R/W
514006020013	TORRES, RAUL & JENNIFER	6411 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 18 S4/5 OF W1/2 LESS R/W
514006020014	ESKENAZI, ELIZABETHESKENAZI, LEO	6521 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1629	CHAMBERS SUB NW1/4 1-5B B6-51-40TR 20 W1/2 LESS R/W
514006020015	STERLING FARMS INC	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 21 N1/2 OF N1/2 LESS R/W
514006020016	MOYA, JAYNIER	6520 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TR 22 S1/2 OF S1/2 LESS R/W
514006020030	HUANG, XIANG	3250 NW 77 CT	MIAMI FL	33122		CHAMBERS SUB NW1/4 1-5 B6-51-40TRACT 8 W 295
514006020031	RIVERA, MARLEN	6591 SW 178 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5 B6-51-40 NW1/4TRACT 8 LESS W 295 & LESS E 40' FOR RD R/W
514006020110	LAKE HOUSE HOLDINGS LLC	2690 WESTON RD #200	WESTON FL	33331		CHAMBERS SUB NW1/4 1-5B B6-51-40TRACT 11 LESS PT LYING WITHIN 55 OF N/L OF SEC. PT TRACT 12 DESCAS FOL, COMM AT SE COR OF TR 12, N ALG E BDRY 365 TO POB, NWLY 303.55 TO A PT ON N/L OF S1/2 OF TR 12, SD PT BEING 30.11 W OF NE COR OF S1/2 OF TR 12, N 240, NELY 63.06 TO A PT ON E/L OF

514006020121	POPE, CHARLES B & GLORIA W	18210 SW 60 ST	SOUTHWEST RANCHE FL	33331	1610	CHAMBERS SUB NW1/4 1-5B 6-51-40N1/4 TR 12 SEC 6 LESS POR TR 12N OF LINE 55' S OF N/L SEC 6, TOG WITH POR OF FOLLOWING DESC PARN OF N/L OF S1/2 TR 12; S 3/4 TR 12, LESS POR DESC, COMM SE COR TR 12, NLY 365 TO POB; NWLY 303.55, NLY 240, NELY 63.06, SLY 597.12 TOPOB
514006020122	GUTIERREZ, HERNAN DOMORALES, NERINA	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40POR OF FOLLOWING DESC LAN LYINGS OF N/L OF S1/2 TR 12; S 3/4 TR 12, LESS POR DESC, COMM SE COR TR 12, NLY 365 TO POB; NWLY 303.55, NLY 240, NELY 63.06, SLY 597.12 TOPOB
514006020130	MARTINEZ, TOMMY & JANICE B	6031 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1637	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 13 W1/2 LESS R/W
514006020140	GONZALEZ, MANUEL D & ADRIANA	6101 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1639	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 14 W1/2 LESS R/W
514006020150	THOMAS, JOHNSON K & AMMINIKUTTY	6121 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1639	CHAMBERS SUB NW1/4 1-5B BTR 15 N4/5 OF W1/2 LESS R/W
514006020180	BREWTON, GREGORY H/EBREWTON, ANGELA MINERVA	6410 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TRACT 18 E1/2 LESS R/WTRACT 19 N1/5 OF E1/2 LESS R/W
514006020190	ALATTAR, MOUNZER & ALATTAR, MARIA PATRICIA ZENTENO	6490 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 19 S4/5 OF E1/2 LESS R/W, TR 20 N1/10 OF E1/2 LESS R/W
514006020200	IBARRA, ADOLFO GONZALEZ-IBARRA, MILAGROS	6550 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B BTR 20 S9/10 OF E1/2 LESS R/W
514006020210	STERLING FARMS INC	6301 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 21 S1/2 OF N1/2 & N1/10 OF S1/2 LESS R/W
514006020220	BODARKY, DAVID	6400 SW 181 LN	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 S1/2 OF N1/2 LESS R/W
514006020230	KHALIL, FAWZY & GEHAN MOHAMED	6540 SW 181 LANE	SOUTHWEST RANCHE FL	33331	1636	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 N1/2 OF S1/2 LESS R/W
514006020240	EL-HADDAD, MOUSTAFA & FAIKA	6300 SW 181 LN	SOUTHWEST RANCHE FL	33331	1632	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 22 N1/2 OF N1/2 LESS R/W
514006020250	BUZZELLA, BETTY LOU	6200 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1642	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 15 E1/2 LESS R/W, 16 E1/2 LESS R/W
514006020260	BROUWER, BRUCE W & PATRICIA A	6201 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1641	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 17 W1/2 LESS R/W, 18 N1/5 OF W1/2 LESS R/W
514006020270	WEZKIEWICZ, JAMES	6451 SW 183 WAY	SOUTHWEST RANCHE FL	33331	1627	CHAMBERS SUB NW1/4 1-5B 6-51-40TR 19 W1/2 LESS R/W
514006020280	WEZKIEWICZ, ROBERT & HADA	6161 SW 183 WAY	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NW1/4 1-5B 6-51-40TR 15 S1/5 OF W1/2 LESS R/W, 16 W1/2 LESS R/W
514006020290	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B 6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT OF CENTER OF S/L OF TR 20, NLY THRU MIDDLE OF TRS 20, 19, 17, 16, 15, 14 & 13 TO PT 115.38 S OF N/L OF TR 13 TOGETHER WITH LANDS THAT LIE WITHIN 70 OF SAID PT, AS PER R/W
514006020300	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B 6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT THAT IS S/E COR OF TR 21, NLY ALG E/L OF SAID TR TO PT THAT IS 90.38 S OF N/L OF SAID TR TOGETHER WITH ALL LANDSLYING WITHIN 70 OF SAID PTAS PER R/W MAP 13/81

514006020310	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B B6-51-40N 50 OF NW1/4 EXCEPT THEN 50 OF E1/2 OF TR 13 & EXCEPT N 55 OF TR 12 LESS P/P/A 155-17 B, AS PER R/W MAP 13/81
514006020320	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHE FL	33330	2628	CHAMBERS SUB NW1/4 1-5B B6-51-40E 10' OF TRACTS 1 THRU 8, LESS N50' THEREOF, AS PER R/W MAP 13/81
514006030010	DOMENECH, DEBORAH H/ DOMENECH, LUIS	18000 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 982 OF THE FOL DESC PARCEL, TRS 1,2,13 & 14 & THEN 1/2 OF TRS 9,10,11 & 12
514006030013	HUANG, XIANG	18180 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1652 OF THE FOL DESC PARCEL, TRS 1,2,13 & 14 & N1/2 OF TRS 9,10,11 & 12
514006030014	MEYER, BENJAMIN A & MARISAMEYER REV LIV TR	18100 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 172 OF E 1489 OF FOL DESC PROP, ALL TRS 1,2,13,14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12
514006030015	NEMESH, ANNA & NEMESH, MARY	11351 EMPIRE LN	ROCKVILLE MD	20852	2863	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1978 OF FOL DESC PROP, ALL TRS 1,2,13,14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12
514006030018	VAN BRUNT, GLENN JR	18260 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 2304 OF FOL DESC PARCEL, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030019	BALCAZAR, LUZ M SANCHEZ MORENO, LUIS EDGAR	18060 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 172 OF E 1317 OF THE FOLLOWING DESC PARCEL, TRS 1,2,13,14, & N1/2 OF TRS 9 THRU 12
514006030120	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB NE1/4 1-5B B6-51-40N 50 OF SW1/4 SEC TOGETHER WITH THOSE LANDS IN SW1/4 & NW1/4 OF SAID SEC 6 THAT LIE WITHIN 70 OF A PT THAT IS 25 S OF SAID N1/4 OF SW1/4 & 115.38 E OF W/L OF SAID SW1/4
514006030122	JOHNSON, KRISTINE M	17960 SW 66 ST	SOUTHWEST RANCHE FL	33331		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 819 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT DESC IN OR 4023PG 360 FOR RD
514006030123	BERTSCH, WERNER & AIDAWERNER & AIDA BERTSCH REV TR	18020 SW 66 ST	SOUTHWEST RANCHE FL	33331	1860	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1145 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030124	BRIDGES, CLINT	12565 SW 15 MNR	DAVIE FL	33325		CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 1815 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006030125	BRAUN, MARKUS G & BRAUN, KATHLEEN ET AL	18240 SW 66 ST	SOUTHWEST RANCHE FL	33331	1849	CHAMBERS SUB SW1/4 1-5B B6-51-40W 163 OF E 2141 OF THE FOL PROP, TRS 1,2,13 & 14 TOGETHER WITH N1/2 OF TRS 9,10,11 & 12, LESS PT IN OR 4023/360 FOR RD
514006080010	NGUYEN, HOANG	1440 NW 144 AVE	PEMBROKE PINES FL	33028		FRENCH OAKS 148-41 BLOT 1 E 310.77
514006080011	FLORES, FRANCISCO H/ FLORES- LALINDA, MARIA F	17851 SW 63 MNR	SOUTHWEST RANCHE FL	33331	1736	FRENCH OAKS 148-41 BLOT 1 LESS E 310.77
514006080020	SANCHEZ, KAREN SUZANNE & RICHARD	17911 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 2
514006080030	REGO, ALFREDO & MOLLY	17900 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 3
514006080040	CIBC FRENCH OAKS LAND TR	17800 SW 63 MNR	SOUTHWEST RANCHE FL	33331		FRENCH OAKS 148-41 BLOT 4
514006080050	FRENCH OAKS HOMEOWNERS ASSOC% RICHARD FRENCH	5950 SW 127 AVE	SOUTHWEST RANCHE FL	33330	3225	FRENCH OAKS 148-41 BPARCEL A

514006090010	VIDAL,RUBEN	3109 JUNIPER LN	DAVIE	FL	33330	M.R.F. PLAT 150-30 BPARCEL 'A'
514006120010	BUCKLEY,JOSEPH & CAROL	6051 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 1
514006120020	EWERTON VAIRO CONSULTING &INVESTMENTS LLC	2151 NE 155 ST #6	NORTH MIAMI BEACH	FL	33162	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 2
514006120030	BANARJEE,THOMAS & MARY	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 3
514006120040	CALDERBANK,JOHN	6251 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 4
514006120050	CALDERBANK,JOHN	2800 W STATE ROAD 84 #103	FORT LAUDERDALE	FL	33312	ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 5
514006130010	RIVERA RIVERA,INDIRARIVERA,PEDRO L RIVERA	6050 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 1
514006130020	DEL VA,GESNER & ROSE	6080 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 2
514006130030	BARTOSIAK,DAVID THOMASMEILBECK,LEAH MARIE	6130 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 3
514006130040	BCM CORP	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 4
514006130050	BCM CORP	6151 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 5
514006130060	CALDERBANK,JOHN	6251 SW 180 TER	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 6
514006130070	MARONAS,IDALMIS	6201 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 7
514006130080	SINHA,NIRANJAN N & VICENTA	6820 LOCH NESS DR	MIAMI LAKES	FL	33014	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 8
514006130090	DUANE,MICHAEL TDUANE-DRAY,VALERIE Y	17321 SW 58 ST	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 9
514006130100	DAVIS,MEGAN H & VONTAE O	6051 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 10
514006130110	ARCE,RAMONVALLADARES-ARCE,MARLENE	5301 W SAXON CIR	SOUTHWEST RANCHE	FL	33331	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 11
514006130120	ALLEN,COLIN & WAZIRAH	PO BOX 277523	MIRAMAR	FL	33027	ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 12
514006140010	MME 14 LLC	18091 SW 66 ST	SOUTHWEST RANCHE	FL	33331	MONGEOTTI PLAT 167-23 BLOT 1
514006140020	CHOW,RICKEY LYN KEE & LISA	18051 SW 66 ST	SOUTHWEST RANCHE	FL	33331	MONGEOTTI PLAT 167-23 BLOT 2
514006150010	GONZALEZ,AMAURY & ROXANA	18001 SW 66 ST	SOUTHWEST RANCHE	FL	33331	OTERO PARCELS 167-49 BLOT 1
514006150020	STEELE,CHERYL & GORDON	17901 SW 66 ST	SOUTHWEST RANCHE	FL	33331	OTERO PARCELS 167-49 BLOT 2
514006160010	ROJAS,JUAN PKALAPTCHIAN,JAQUELINE	6465 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	VALENZUELA PARCELS 170-174 BLOT 1
514006170010	GUTIERREZ,HERNANDO	6301 SW 181 LN	SOUTHWEST RANCHE	FL	33331	RILES PLAT 172-175 BPARCEL A
514006170020	GUTIERREZ,HERNANDO	6301 SW 181 LN	SOUTHWEST RANCHE	FL	33331	RILES PLAT 172-175 BPARCEL B
514006190010	BLANCO,RUBEN & LISETTE M	6280 SW 178 AVE	SOUTHWEST RANCHE	FL	33331	BORGIA PARCELS 177-66 BLOT 1

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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 Berns, Town Administrator
FROM: Jeff Katims
DATE: 7/8/2021
SUBJECT: 5353 Hancock Road Waiver of Plat

Recommendation

Staff recommends approval subject to demolition of all existing structures within 50 feet of the proposed lot line.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests a Waiver of Plat to subdivide the 4.86 acres into two parcels of 2.86 and 2.0 net acres. Please refer to the staff memorandum for details.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

Staff Report	6/28/2021	Executive Summary
Resolution	6/25/2021	Resolution
Boundary Survey	6/25/2021	Backup Material
North Lot Legal Description	6/25/2021	Backup Material
North Lot Sketch	6/25/2021	Backup Material
South Lot Legal Description	6/25/2021	Backup Material
South Lot Sketch	6/25/2021	Backup Material
Mail Notice Radius Map	6/25/2021	Backup Material
Mail Notice Mailing List	6/25/2021	Backup Material

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

July 8, 2021

SUBJECT: Waiver of Plat Application WP-32-21

LOCATION: 5353 Hancock Road; located on the west side of Hancock Road approximately 1,600 feet south of East Palomino Drive.

**OWNER/
PETITIONER:** 5353 Hancock Road, LLC; developer: Hart Homes

AGENT: Kimley-Horn & Associates, Inc.

**LAND USE PLAN
DESIGNATION:** Rural Ranches

ZONING: RR, Rural Ranches District

PUBLIC NOTICE: Legal notice in newspaper and mail notice within 1,500-foot radius

EXHIBITS: Staff Report, boundary survey, legal descriptions with sketches, notification map, and mailing list.

BACKGROUND AND ANALYSIS

The Petitioner requests approval of a Waiver of Plat to subdivide the 4.866-acre subject property ("Property") into two parcels of 2.863 net acres (the "North Lot") and 2.003 net acres ("the South Lot"). The Property is zoned RR, which requires 2.5 gross or 2.0 net acres a lot area and 125 feet of lot width. Each proposed lot satisfies the minimum lot area and width requirements.

The several barns, farm buildings and house that occupy the southwest quarter of the Property (proposed South Lot) will be demolished. The remainder of the Property is largely undeveloped. Given the planned demolition of existing improvements, the proposed subdivision would not create any nonconformities. Both parcels would have sufficient area to re-establish incidental equestrian or other agricultural use.

Both proposed parcels would obtain access directly from Hancock Road. No additional right-of-way is required for Hancock Road at this location. Letters of no objection are on file from all applicable utilities, including South Broward Drainage District.

RECOMMENDATION

Staff recommends approval of Application No. WP-32-21, subject to the following conditions:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of the Resolution effectuating approval of this Application.

Pursuant to ULDC Sec. 115-090, the approval of Application No. WP-32-21 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.

WAIVER OF PLAT APPLICATION NO. WP-32-21
LOCATION MAP AND AERIAL



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RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-32-21 TO SUBDIVIDE 4.866 GROSS ACRES OF PROPERTY INTO TWO LOTS OF 2.003 AND 2.863 NET ACRES; GENERALLY LOCATED ON THE WEST SIDE OF HANCOCK ROAD APPROXIMATELY 1,600 FEET SOUTH OF EAST PALOMINO DRIVE; COMPRISING PORTIONS OF TRACTS 39 AND 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, AND ADJOINING LAND AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" HERETO; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

WHEREAS, at a duly noticed public hearing held on July 8, 2021, the Town Council reviewed Waiver of Plat Application No. WP-32-21 by 5353 Hancock Road, LLC ("Petitioner") to subdivide 4.866 gross acres into two lots of 2.003 and 2.863 net acres; and

WHEREAS, the proposed subdivision will comply with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC, subject to the conditions of approval set forth herein.

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

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

Section 2. That, at a duly noticed public hearing held on July 8, 2021, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-32-21 to subdivide the property described in Exhibit "A" attached hereto and made a part hereof, into two parcels described and depicted in Exhibit "B" attached hereto and made a part hereof, subject to the following condition prior to the recordation of this Resolution:

1. Existing structures within 50 feet of the proposed lot line shall be demolished prior to recordation of this Resolution.

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

Section 4. This approval shall expire 180 days from the date of approval if this Resolution is not first recorded in the Public Records of Broward County, Florida.

Section 5. This Resolution shall become effective upon its recordation.

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 _____

(Signatures are on the following page)

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
#100024.001

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Exhibit "A"

Parent Tract Legal Description

THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 211,978 SQUARE FEET AND/OR 4.866 ACRES, MORE OR LESS.

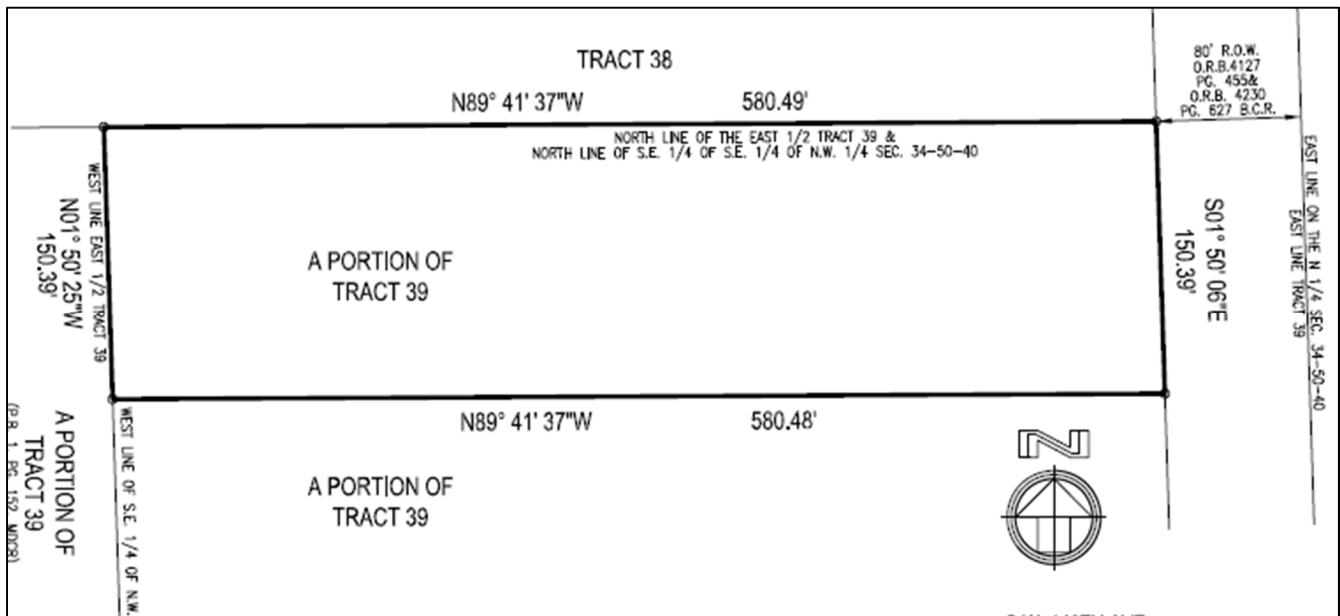
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Exhibit "B"

Legal description of Subdivided Lots

NORTH PARCEL

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.



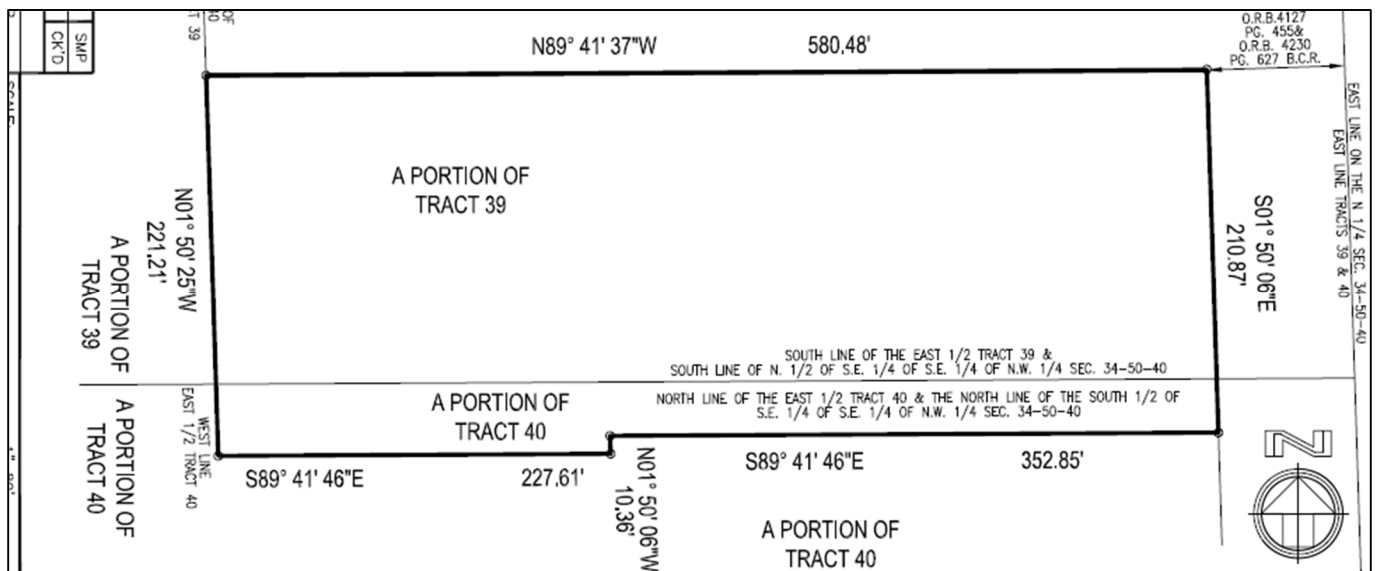
SOUTH PARCEL

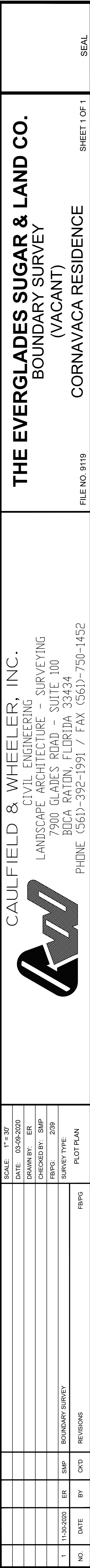
A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 124,711 SQUARE FEET AND/OR 2.863 ACRES, MORE OR LESS.







CAULFIELD & WHEELER, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 3591
Civil engineering - Landscape Architecture - Surveying
7900 Glades Road, Suite 100-Boca Raton, Florida 33434
Office (561)392-1991 Fax (561)750-1452

EXHIBIT "A" NORTH LOT

LEGAL DESCRIPTION

THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF TRACT 39 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE NORTH 150.33 FEET OF THE EAST ONE-HALF (E 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34;

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND SUBJECT TO RIGHT-OF-WAY OVER THE EAST 80 FEET THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627 AND OFFICIAL RECORDS BOOK 4127, PAGE 455 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, AND CONTAIN 87,266 SQUARE FEET AND/OR 2.003 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CAULFIELD & WHEELER, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE RELATIVE TO THE STONER-KEITH RESURVEY NO. 2 AS RECORDED IN MISC. P.B. 5 PG. 21 B.C.R. AND ARE BASED ON THE EAST LINE OF THE N.W. 1/4 SECTION 24-50-40.
4. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
5. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
6. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
7. THIS IS NOT A SURVEY.

ABBREVIATIONS

A	= ARC LENGTH	F.P.L.	= FLORIDA POWER & LIGHT CO.	O.S.T.	= OPEN SPACE TRACT
A/C	= AIR CONDITIONER SLAB	FND.	= FOUND	P.B.	= PLAT BOOK
ADJ	= ADJACENT	GAR.	= GARAGE	P.B.C.R.	= PALM BEACH COUNTY RECORDS
B.D.I.C.	= BRASS DISC IN CONCRETE	H.C.	= HANDICAPPED	P.S.U.E.	= PORT ST. LUCIE UTILITY EASEMENT
(C)	= CALCULATED	I/R & C.	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING
C.A.T.V.	= CABLE JUNCTION BOX	I/R	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
C.B.	= CHORD BEARING	L.A.E.	= LIMITED ACCESS EASEMENT	P.R.M.	= PERMANENT REFERENCE MONUMENT
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.E.	= LANDSCAPE EASEMENT	PROP.	= PROPOSED
C.L.F.	= CHAIN LINK FENCE	L.M.A.E.	= LAKE MAINTENANCE ACCESS EASEMENT	P.U.E.	= PRIVATE UTILITY EASEMENT
C.M.E.	= CANAL MAINTENANCE EASEMENT	L.M.E.	= LAKE MAINTENANCE EASEMENT	PVMT.	= PAVEMENT
CH.	= CHORD	L.S.E.	= LIFT STATION EASEMENT	R	= RADIUS
CONC.	= CONCRETE	L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT	R.E.E.	= ROOF ENCROACHMENT EASEMENT
D	= DELTA (CENTRAL ANGLE)	(M)	= MEASURED	R/W	= RIGHT-OF-WAY
D.E.	= DRAINAGE EASEMENT	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM	SF	= SQUARE FOOTAGE
E.O.P.	= EDGE OF PAVEMENT	N.T.S.	= NOT TO SCALE	S/W	= SIDEWALK
E.O.W.	= EDGE OF WATER	N/D	= NAIL AND DISK	STY.	= STORY
EL.	= ELEVATION	N/T	= NAIL AND TAB	T.O.B.	= TOP OF BANK
F.F.	= FINISHED FLOOR	O.R.B.	= OFFICIAL RECORD BOOK	U.E.	= UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY AT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

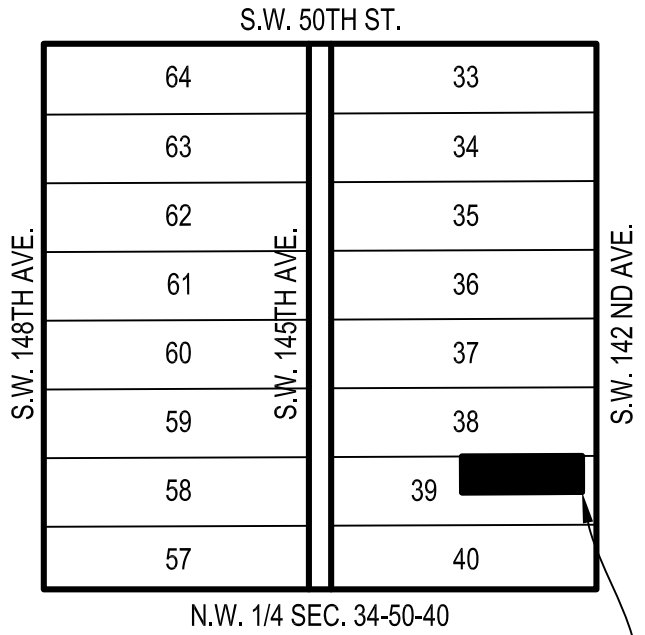
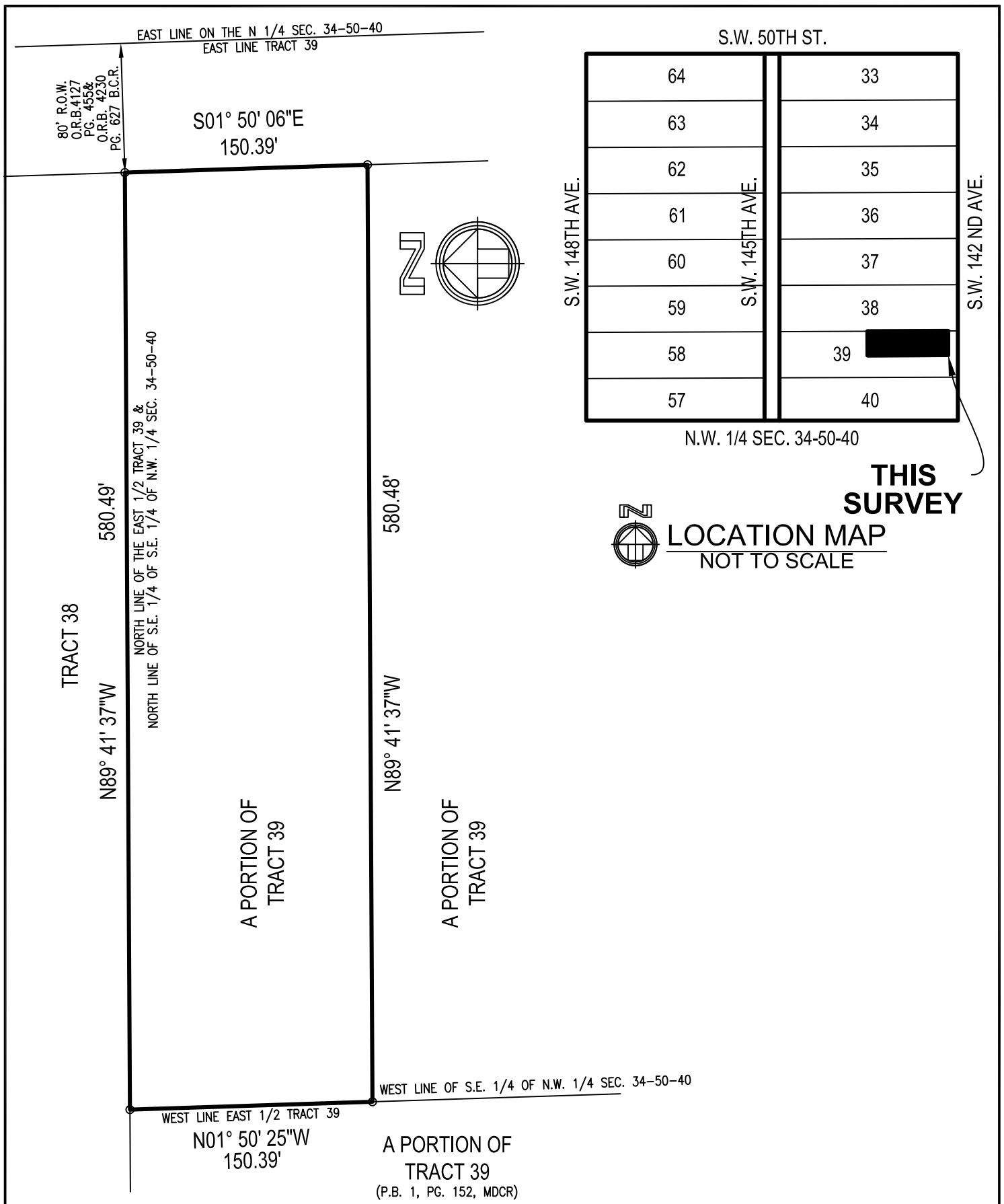
DATE OF LAST FIELD WORK: N/A

THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

JOB NO.: 8347-H

DATE: 04-29-2021

SHEET 1 OF 2 SHEETS



THIS SURVEY
 **LOCATION MAP**
 NOT TO SCALE

EXHIBIT "A" - NORTH LOT	04-29-2021	ER	SMP
REVISIONS	DATE	BY	CK'D
JOB NO. 9119	DWG. BY: ER		
THE EVERGLADES SUGAR & LAND CO. PARCEL 5040 34 01 0391	CH'D BY: SMP	SCALE: 1"=80'	SHEET 1 OF 1 SHEET
		DATE:	



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Office (561)392-1991 Fax (561)750-1452

EXHIBIT "B" SOUTH LOT

LEGAL DESCRIPTION

A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 39, TOGETHER WITH A PORTION OF THE EAST ONE-HALF (E 1/2) OF TRACT 40 OF "THE EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST" AS RECORDED IN PLAT BOOK 1 PAGE 152 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE EAST ONE-HALF (E 1/2), OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE NORTH 150.33 FEET THEREOF.

TOGETHER WITH THE NORTH 41.50 FEET OF THE EAST ONE-HALF (E 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 34, LESS THE SOUTH 10.36 FEET OF THE EAST 432.72 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH AND EAST LINES THEREOF).

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C.A.T.V.	= CABLE JUNCTION BOX	I/R	= IRON ROD	P.O.C.	= POINT OF COMMENCEMENT
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E.O.W.	= EDGE OF WATER	N/D	= NAIL AND DISK	STY.	= STORY
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SCOTT M. PIRTLE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 5630

DATE OF LAST FIELD WORK: N/A

THE EVERGLADES SUGAR & LAND CO.
PARCEL 5040 34 01 0391

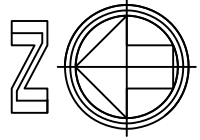
JOB NO.: 8347-H

DATE: 04-29-2021

SHEET 1 OF 2 SHEETS

S.W. 50TH ST.

EAST LINE ON THE N 1/4 SEC. 34-50-40
EAST LINE TRACTS 39 & 40



S01° 50' 06"E
210.87'

S.W. 148TH AVE.

64	33
63	34
62	35
61	36
60	37
59	38
58	39
57	40

S.W. 145TH AVE.

S.W. 142 ND AVE.

80' R.O.W.
O.R.B. 4127
P.G. 455&
O.R.B. 4230
P.G. 627 B.C.R.

N.W. 1/4 SEC. 34-50-40



LOCATION MAP
NOT TO SCALE

**THIS
SURVEY**

A PORTION OF
TRACT 39

580.48'

N89° 41' 37"W

A PORTION OF
TRACT 39

WEST LINE OF S.E. 1/4 OF
N.W. 1/4 SEC. 34-50-40
WEST LINE EAST 1/2 TRACT 39

N01° 50' 25"W
221.21'

A PORTION OF
TRACT 39

SOUTH LINE OF THE EAST 1/2 TRACT 39 &
S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40
NORTH LINE OF THE EAST 1/2 TRACT 40 & THE NORTH LINE OF THE SOUTH 1/2 OF
S.E. 1/4 OF S.E. 1/4 OF N.W. 1/4 SEC. 34-50-40

A PORTION OF
TRACT 40

WEST LINE
EAST 1/2 TRACT 40

A PORTION OF
TRACT 40

352.85'

S89° 41' 46"E

N01° 50' 06"W
10.36'

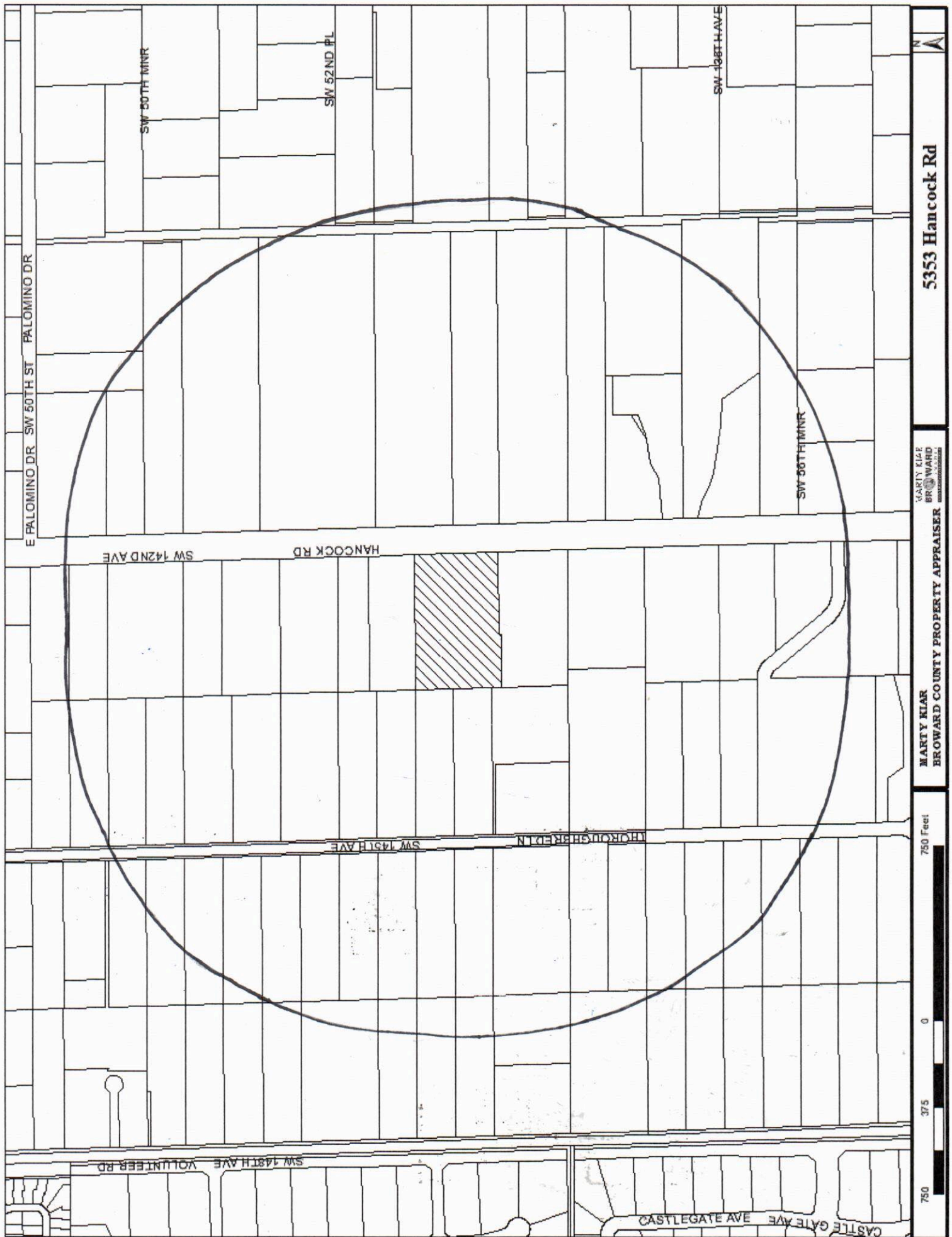
227.61'

S89° 41' 46"E

EXHIBIT "B" - SOUTH LOT	04.29-2021	ER	SMP
REVISIONS	DATE	BY	CK'D
JOB NO. 9119	DWG. BY:	ER	
THE EVERGLADES SUGAR & LAND CO. PARCEL 5040 34 01 0391	CH'D BY:	SMP	

SCALE:	1"=80'
DATE:	SHEET 1 OF 1 SHEET

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FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504034000020	SAYRE,LILY ALILY A SAYRE REV TR	5101 SW 145 AVE	SOUTHWEST RANCHE	FL	33330	2404	EVERGLADE SUGAR & LAND CO SUB1-152 D D 34-50-40N1/2 OF E1/2 OF TR 62 OF SAIDSEC 34, LESS E 10
504034000030	NORTH,CY	5121 THOROUGHNBRED LN	SOUTHWEST RANCHE	FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF E1/2 OF TR 62, LESS E 10
504034000040	YAP,KETFER EUGENE H/EYAP,AGNES BERNADETTE H/E	5140 SW VOLUNTEER RD	SOUTHWEST RANCHE	FL	33330	2415	34-50-40THAT PART OF NW1/4 F/P/A W1/2OF S1/2 OF TRACT 61 EVERGLADESUGAR & LAND CO SUB 1-152 DLESS RW
504034000041	HERRERIA,ELDITAELDITA HERRERIA REV LIV TR	5161 THOROUGHNBRED LANE	SOUTHWEST RANCHE	FL	33330	2404	34-50-40THAT PART OF NW1/4 F/P/A E1/2OF S1/2,LESS E 10,OF TRACT 61EVERGLADES SUGAR & LAND CO SUB1-152 D
504034000060	FINK,HOWARD HUNGER-FINK,NANCY ANN	5200 THOROUGHNBRED LN	SOUTHWEST RANCHE	FL	33330		34-50-40THAT PT OF NW1/4 F/P/A TR 37W1/2,LESS N1/2 OF N1/2 & LESSW 10 EVERGLADES SUGAR & LAND COSUB PB 1 PG 152 DGR
504034000080	MACKINTOSH,ROGER W II & NADINE	5151 THOROUGHNBRED LANE	SOUTHWEST RANCHE	FL	33330	2404	34-50-40THAT PT OF NW1/4 F/P/A TR 61N1/2 OF E1/2,LESS E 10,EVERGLADESUGAR & LAND CO SUB 1-152 D
504034010050	COHN,MICHAELCOHN,BETH	13911 SW 52ND PL	SOUTHWEST RANCHE	FL	33330	2500	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 4 W 330 OF S1/2 & TR 5 W 330
504034010059	THOMAS,JANET E & ROBERT L	5261 SW 136 AVE	SOUTHWEST RANCHE	FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 6 W 660 OF N1/2 LESS THAT PTLYING WITHIN 30 FT OF E1/2 OF E1/2 OF SEC,AS DESCIN OR 6769/422
504034010070	BAEZ,MANUEL & REBECCA	5335 SW 136 AVE	SOUTHWEST RANCHE	FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 7 LESS RD
504034010080	MPC FAMILY HOLDINGS LLLP	16400 NW 59 AVE#FL2	HIALEAH	FL	33014		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 8 N1/2,LESS RD
504034010082	HOFFMAN,LANCE J & LINDA	5431 SW 136 AVE	SOUTHWEST RANCHE	FL	33330	2517	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 8 W1/2 OF S1/2 & S 15 OF E 1/2 OF S 1/2 OF TR 8
504034010090	DITZIAN,CAROLYN	5501 SW 136 AVE	SOUTHWEST RANCHE	FL	33330	3034	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 9 LESS S 50 OF E1/2 OF SAIDTR 9,LESS W 20 FOR RD LESS E 60FOR RD
504034010190	DALFONSO,DANELL COUTLAW,MICHAEL	5648 SW 142 AVE	SOUTHWEST RANCHE	FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 W1/2 LESS E 310.10 & LESS RD
504034010191	GLOMB,ANDREW M	14130 SW 56 MNR	SOUTHWEST RANCHE	FL	33330	3015	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 21 E 310.10 OF W1/2
504034010210	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE	FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 N1/2 & TRACT 23 S1/2 LESSPT DESC AS:COMM AT NE COR TR 22,S 165.09,W 666.71 TO POB, W613.91, N ALG E/L OF RW 266.52,SE 68.39, SE 71.82, SE 64.09,SE 208.87, E 112.61, SE 196.12TO POB
504034010211	5560 HANCOCK LLC	2532 SAFFIRE WAY	LEWISVILLE	TX	75056		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 22 S1/2 LESS RD
504034010212	FINKEL,NATHAN & JACQUELINE	5550 HANCOCK RD	SOUTHWEST RANCHE	FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR N1/2 TR 22 & S1/2 TR 23 OFSAID PLAT DESC AS: COMM AT NECOR TR 22, S 165.09, W 666.71 TOPOB, W 613.91, N ALG E/L OF RW266.52, SE 68.39, SE 71.82, SE64.09, SE 208.87, E 112.61, SE196.12 TO POB

504034010230	AMBER FINKEL TRFINKEL,AMBER TRS	3021 SW 116 AVE	DAVIE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 23 W1/2 OF N1/2 LESS RD,24W1/2 OF S1/2 LESS RD & LESS PORDESC AS COMM AT NW COR TR 24,S165.15 TO POB, E 492,S 140,SW94,SW 122,SW 74,32 S 177.81,W40,N 245.06 TO POB & LESS N 30OF S1/2 OF W1/2 TR 24,LESS W 492
504034010231	L & M PROPERTY FL LLC	10400 W STATE ROAD 84 #112	DAVIE	FL	33324	EVERGLADE SUGAR & LAND COSUB 1-152 D 34-50-40TR 23 E1/2 OF N1/2 LESS RD,24 E1/2 OF S1/2 LESS RD
504034010240	ENGSTROM,KIRK E H/EENGSTROM,MARY JO	5450 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 24 N1/2 LESS RD
504034010250	FIocco,DONNA LYNNE	3160 HUNTER RD	WESTON	FL	33331	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 25 LESS N 33 & LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010251	EICHEL,JEFFREY S & LANA D	5330 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 25 N 33 LESS W 40 FORRD & LESS E 20 FOR RD &TRACT 26 S1/2 LESS W 40 FORRD & LESS E 20 FOR RD R/W
504034010260	5300 HANCOCK LAND TRJACOBS,ERIC A TRS	1691 MICHIGAN AVE STE 360	MIAMI BEACH	FL	33139	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40N1/2 OF TR 26 & S1/2 OF TR 27,LESS W 40 FT & LESS E 20 FT FORRD
504034010270	SESSA,JUDITH KJUDITH K SESSA REV TR	5200 HANCOCK ROAD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 27 N1/2 LESS RD,28LESS RD
504034010290	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD STE 301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 29 LESS RD
504034010300	KNIGHT 5100 LLC% ALAN J MARCUS PA	20803 BISCAYNE BLVD #301	AVENTURA	FL	33180	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 S1/2,LESS RD
504034010301	CAPARROS,MARTIN H & PATRICIA M	13950 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 N1/2 OF E3/4 OF E1/2 TR 31E1/2 OF W1/2 OF E1/2 & TR 31E1/2 OF E1/2 LESS RD
504034010302	INTER MACHINERY INC	8527 PINES BLVD #202	PEMBROKE PINES	FL	33024	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 30 W1/2 OF N1/2 LESS RD
504034010310	Kaelber,JOHN H	14130 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 31 LESS E 660 & LESS RDS
504034010311	REYNOLDS,BRIAN L & CHERE SREYNOLDS FAM REV LIV TR	14000 E PALOMINO DR	SOUTHWEST RANCHE	FL	33330	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 30 W1/2 OF W1/2 OF E1/2 OF FN1/2 & TR 31 W1/2 OF W1/2OF E1/2 LESS RD
504034010340	WILSON,QUINCE & ELAINEANDERSON,F & CHUNG,NICOLA	5000 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	2403	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF W1/2 LESS W 10
504034010341	LEVINE,GLEN	5051 HANCOCK RD	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 34 S1/2 OF E1/2 LESS RD
504034010342	VEZINA,LEO R & YVETTE L	5011 SW 142 AVE	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF E1/2
504034010343	COX,FRED D & KATHRYN	4940 THOROUGHBRED LANE	SOUTHWEST RANCHE	FL	2401	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 34 N1/2 OF W1/2 LESS W 10
504034010350	KAPIT,JASON A & MINDY L	5060 THOROUGHBRED LN	SOUTHWEST RANCHE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 35 N1/2 LESS E1/2 & LESSW 10
504034010351	MIRANDA,VICKY L & ERIC I	5081 HANCOCK ROAD	FORT LAUDERDALE	FL	33330	EVERGLADE SUGAR & LAND CO SUB1-152 D 35-50-40TRACT 35 E1/2 LESS RD
504034010352	SW RANCHES HOLDINGS LLC	10167 W SUNRISE BLVD STE 200	PLANTATION	FL	33322	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 35 S1/2 LESS E1/2 & LESSW 10
504034010360	GERBER,CANDIDE & FARRELL I	5176 SW 145 AVE	SOUTHWEST RANCHE	FL	2405	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 LESS E1/2 & LESS W 10 &LESS N 206 TOGETHER WITH THAT PTOF NW1/4 FIPIA TR 37 N1/2 OFN1/2 OF W1/2,LESS W 10 ES & LCSUB 1-152 D

504034010361	COSTA,CORNELIO F H/EMARCHELLI,ROSANNA	5131 HANCOCK ROAD	SOUTHWEST RANCHE FL	33330	2501	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 E1/2 OF N1/2 LESS RD
504034010363	BELL,RICHARD ABELLAUDREY	5110 THOROUGHBRED LN	FORT LAUDERDALE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 36 N 206 OF E 630 OF W 640
						EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40E1/2 OF S1/2 OF TRACT 36 & N1/2OF N1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010370	JIMENEZ,RANDALL GMLARDO,DANIELLE M	5151 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40S1/2 OF N1/2 OF E1/2 OF TRACT 37& S1/2 OF E1/2 OF TRACT 37,LESSE 80 THEREOF FOR RD
504034010372	ATLANTIC FLORIDA USA INC	7700 N KENDALL DR STE 405	MIAMI FL	33156		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 S1/2 OF W1/2 LESS W 10
504034010380	PAGE,STEPHEN MITCHELL	5300 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N1/2 OF W1/2 LESS W 10
504034010381	BOY ALINDA A	5280 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330	2407	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 N 132 OF E1/2 LESS RD
504034010382	GONZALEZ,ALBERT OSCARGONZALEZ,JODI BUATTI	5271 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 38 E1/2 LESS N 132 &LESS RD
504034010383	BELELLI,BARAKZAFRIR,TAL-OR	5281 HANCOCK RD	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 S1/2 OF W1/2 LESS W 10
504034010390	CLARK,JONAS & RHONDA	5360 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 E1/2 LESS RD,TOGETHERWITH POR OF E1/2 OF TR 40 DESCAS N 41.50 OF E1/2 OF S1/2 OFS1/2,SE1/4 OF NW1/4 LESS S 10.36OF E 432.72
504034010391	5353 HANCOCK ROAD LLC	7270 NW 12 ST STE 380	MIAMI FL	33126	1900	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 39 N1/2 OF W1/2 LESS W 10
504034010392	EVERHART,RICHARD E & DONNA L	5320 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2409	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 LESS RD AND LESSN 41.50 EXCEPT S 10.36OF E 432.72 THEREOF
504034010400	STEVENS,MARK A	5401 HANCOCK RD	SOUTHWEST RANCHE FL	33330	2507	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 E1/2 OF W1/2 & N 15 OFW1/2 OF W1/2 LESS W 30THEREOF
504034010401	ESPINOSA,RODNEY	5380 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 40 W1/2 OF W1/2 LESS N 15 &LESS RD
504034010402	CARR,ANTHONY	5400 THOROUGHBRED LN	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 N1/2 OF E1/2
504034010571	ADILI,MIRYAHYA	5455 SW 145 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 56 LESS E 660.34 & LESSW 40 FOR RD
504034010572	ENGQUIST,DRAY RDRAY R ENGQUIST REV LIV TR	5450 SW 148 AVE	SOUTHWEST RANCHE FL	33330	2413	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 56 S1/2 OF E 660.34,LESS RD
504034010573	SCHROEDER,ARTHUR & DENISE	5501 THOROUGHBRED LANE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 57 E1/2 LESS RDS
504034010581	EDWARDS,MONICA F	5401 SW 145 AVE	SOUTHWEST RANCHE FL	33330	2410	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 57 E1/2 LESS RDS
504034010582	WOLTERS,VALERIE	5400 SW 148 AVE	SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 N1/2 OF W1/2 LESS RD
504034010590	WILHOIT,RONALD J	5330 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 N1/2 OF W1/2 LESS RD
504034010591	VARGAS,ALFONSO	1055 NW 27 AVE	MIAMI FL	33125		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 58 E1/2, LESS N 165 & LESSE 30 ACCORDING TO OR 24842/255 &OR 36031/1475
504034010592	LINARES,HERNANLOPEZ,VILMA	5360 VOLUNTEER RD	SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 58 S1/2 OF W1/2 LESS RD

504034010593	FLORES, RAUL F & GLORIA E	5300 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2414	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 S1/2 OF W1/2 LESS THAT PT LYING WITHIN 60 OFWL OF SEC 34
504034010600	RIETTER, K C & ANITA L	5150 SW 148 AVE		SOUTHWEST RANCHE FL	33330	2415	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TR 59 N1/2 OF W1/2 LESS RD, TR 60 S1/2 OF W1/2 LESS RD
504034010601	NGUYEN, CHI BNGUYEN, NGOC THAO T	5281 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2406	EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 N1/2 OF E1/2 LESS E 10
504034010602	JOSEPH BROWNLOW JR REV TRBROWNLOW, JOSEPH JR TRSTEE ETAL	5301 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 59 S1/2 OF E1/2 LESS E 10
504034010610	PACK, ALBERT J & MARIANNE E	5146 SW 148 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF W1/2 LESS RD
504034010611	KORI, JOHN B III & CARYN S	5221 SW 145 AVE		SOUTHWEST RANCHE FL	33330		EVERGLADE SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 S1/2 OF E1/2 LESS E 10
504034010612	GARCIA CHILDREN LAND TRHERRERIA, EL DITA TRS	5161 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40TRACT 60 N1/2 OF E1/2 LESS E 10
504034010640	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40POR OF R/W DEDICATED PER SAIDPLAT
504034010641	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 10 FT OF TRS 33 THRU 40 & E 10FT OF TRS 57 THRU 64, LESS PORLYING WITHIN PARCEL DESCRIBED WITHIN OR 4230/627
504034010642	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN ROAD		SOUTHWEST RANCHE FL	33330	2628	EVERGLADES SUGAR & LAND CO SUB1-152 D 34-50-40W 40 FT OF TRS 49 THRU 64, E 80FT OF TRS 33 THRU 48, W 40 FT OF TRS 17 THRU 32, E 40 FT OF TRS 1 THRU 16, S 40 FT OF TRS 16, 17, 48 & 49, N 40 FT OF TRS 33 & 64, S 30 FT OF TRS 1 & 32, N 30FT OF TRS 2 & 31
504034030010	IRIBAR, MANUEL R & IDANIA 5601 HANCOCK LAND TRMODEST, TEECOLA CHINESSA TRS	5551 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 1
504034030020	URBIETA, GUILLERMO	5601 HANCOCK RD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 2
504034030030	URBIETA, GUILLERMO	5621 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3003	MEADOWVIEW ESTATES 152-17 BLOT 3
504034030040	URBIETA, GUILLERMO	5711 HANCOCK ROAD		SOUTHWEST RANCHE FL	33330	3005	MEADOWVIEW ESTATES 152-17 BLOT 4
504034030080	NIX, JACK VERNON & ROSEMARIE CAPRIO, JOSEPH	4581 WESTON RD		WESTON FL	33331		MEADOWVIEW ESTATES 152-17 BLOT 8
504034030090	GONZALEZ, JUAN & MAYLIN MCGUIRE, SEAN-DAMIEN	5650 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 9
504034030100	GAUL, T. ABEL	5600 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 10
504034030110	EGIPCIAO, MARCOS & MARICELA	5530 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 11
504034030120	CASTRO, ERIC R & BARBARA R	5551 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330	2901	MEADOWVIEW ESTATES 152-17 BLOT 12
504034030130	LAING, GERALD W	5571 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 13
504034030140	DURKEE, MARK & CINDY	5601 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT 14
504034030150		5631 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2910	MEADOWVIEW ESTATES 152-17 BLOT 15
504034030160		5701 SW 145 AVE		SOUTHWEST RANCHE FL	33330	2900	MEADOWVIEW ESTATES 152-17 BLOT 16
504034030201	MORRIS, DEBORAH 1665 PASSION VINE LLC PUBLIC LAND% TOWN OF SOUTHWEST RANCHES	5155 SW 192 TER		SOUTHWEST RANCHE FL	33332		MEADOWVIEW ESTATES 152-17 BLOT 20 N1/2
504034030240	LUJO, RUBEN & DENISE	13400 GRIFFIN RD		SOUTHWEST RANCHE FL	33330		MEADOWVIEW ESTATES 152-17 BLOT OF R/W DEDICATED PER SAIDPLAT
504034040010		5500 THOROUGHBRED LANE		SOUTHWEST RANCHE FL	33330		THE LUJO PLAT 161-42 BPARCEL A
504034070010	CALLIS, EMANUEL GEMANUEL G CAILIS REV LIV TR	5470 HANOCK RD		SOUTHWEST RANCHE FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 B & EVERGLADE SUGAR & LAND CO SUB 1-152 DPARCEL A OF PLAT 171-96 B TOG W/N 30 OF S1/2 OF W1/2 TR 24, LESS W 492 OF SEC 34-50-40 OF PLAT 1-152 D
504034070020	AMBER FINKEL TR FINKEL, AMBER TRS	3021 SW 116 AVE		DAVIE FL	33330		ODONNELL FARMS PLAT SOUTHWEST 171-96 BPARCEL B
504034090010	CASE, RYAN RYAN CASE TR	5321 THOROUGHBRED LN		SOUTHWEST RANCHE FL	33330		DANAL AT THOROUGH 176-9 BPARCEL A
504034100010	R & R'S ZEN RANCH LLC	5261 SW 136 AVE		SOUTHWEST RANCHE FL	33330		PLATA ESTATE 177-28 BPARCEL A



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: 7/8/2021
SUBJECT: MP Holdings Plat

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests approval of a plat to resubdivide 4.6 gross acres of undeveloped land into two lots of 2.1 and 2.0 net acres. Please refer to the staff memorandum for detailed information.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Staff report	6/25/2021	Executive Summary
Resolution PL-57-20 - TA Approved	6/23/2021	Resolution
Plat	6/25/2021	Backup Material
Survey	6/25/2021	Backup Material
Mail Notice Radius Map	6/25/2021	Backup Material
Mail Notice Mailing List - Final	6/25/2021	Backup Material

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

DATE: July 8, 2021

SUBJECT: Plat Application PL-57-20; MP Holdings Plat

ADDRESS: 17500 block of SW 48th Street. Generally located on the south side of SW 48th Street, 1,000 feet east of Mather Boulevard.

**PETITIONER/
OWNER:** MP Holdings, LLC

AGENT: Pulice Land Surveyors, Inc.

ZONING: RR, Rural Ranches District

**LAND USE PLAN
DESIGNATION:** RR, Rural Ranches

REQUEST: Plat approval for 2 single-family lots on 4.6 acres.

EXHIBITS: Staff Report, Aerial Photograph, Survey, Plat, Mail Notification Radius Map and Mailing List.

BACKGROUND:

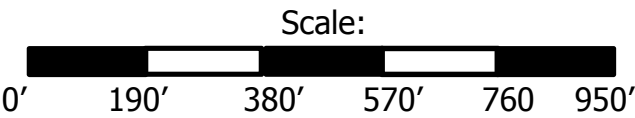
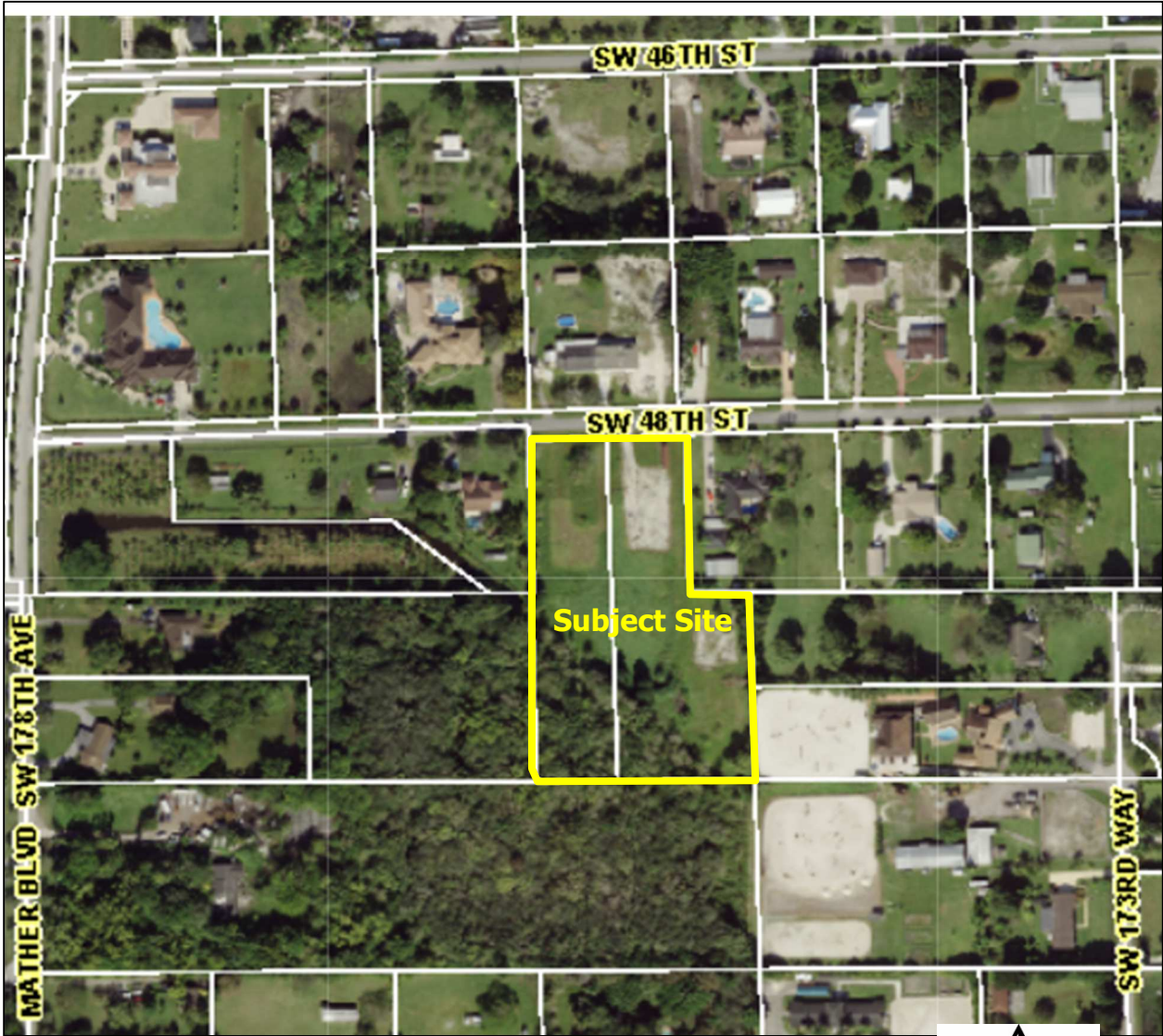
The Petitioner requests approval of a plat to resubdivide 4.6 gross acres of undeveloped land into two lots of 2.1 and 2.0 net acres, excluding the 0.50-acre canal easement that runs diagonally through the plat. The property already consists of two lots, but the smaller of the two does not meet the minimum lot size requirement and is not a legal nonconforming lot of record. In order to develop the undersized lot, the Petitioner purchased the larger abutting lot to the east and is transferring its surplus lot area to the deficient lot through platting. Both lots comply with the minimum lot size and dimensional requirements of the RR District.

Both lots will directly access SW 48th Street, for which no additional right-of-way is required. Both lots will be served by septic tanks and wells. SBDD has signed off on the plat. The plat satisfies all other concurrency requirements.

RECOMMENDATION:

Staff finds that the proposed plat complies with the requirements of the Unified Land Development Code and recommends approval.

PL-57-21 AERIAL LOCATION MAP



RESOLUTION NO. 2021-____

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-57-20, THE MP HOLDINGS PLAT, COMPRISING TWO SINGLE-FAMILY DWELLING LOTS ON 4.6 GROSS ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF SW 48TH STREET, 1,000 FEET EAST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MP Holdings, LLC has submitted Application No. PL-57-20 to re-subdivide 4.6 gross acres for two single-family dwelling plots of 2.1 and 2.0 net acres; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed plat complies with the requirements of the Town's Unified Land Development Code ("ULDC").

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

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

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on July 8, 2021, the Town Council hereby approves Plat Application No. PL-57-20 for the property legally described in Exhibit "A", attached hereto and made a part hereof.

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

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

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

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczynski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
#100023.001

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF SECTION 30, TOWNSHIP 50, RANGE 40 EAST TOGETHER WITH A PORTION OF TRACT 16 OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTIONS AS A WHOLE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 30 AND THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE ON A GRID NORTH BEARING OF SOUTH 88°06'03" WEST 1387.26 FEET; THENCE SOUTH 01°53'57" EAST 985.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°53'57" EAST 277.59 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 NORTH 89°43'56" EAST 104.29 FEET; THENCE SOUTH 01°34'18" EAST 330.10 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 16 IN SAID SECTION 31, SOUTH 89°43'53" WEST 380.68 FEET; THENCE NORTH 01°53'57" WEST 330.15 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, NORTH 89°43'56" EAST 4.17 FEET; THENCE NORTH 01°53'57" WEST 269.78 FEET; THENCE NORTH 88°06'03" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SW 48TH STREET AS RECORDED IN OFFICIAL RECORDS BOOK 5123, PAGE 5632, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 274.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 200,930 SQUARE FEET (4.6127 ACRES), MORE OR LESS.

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“MP HOLDINGS”

PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AND A REPLAT OF A PORTION OF TRACT 16 AND THE RIGHT-OF-WAY ADJACENT THERETO IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", P.B. 2, PG 17, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTION 30, TOWNSHIP 50, RANGE 40, EAST TOGETHER WITH A PORTION OF TRACT 16 OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTIONS AS A WHOLE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 30 AND THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE ON A GRID NORTH BEARING OF SOUTH 88°06'03" WEST 1387.26 FEET; THENCE SOUTH 01°53'57" EAST 985.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°53'57" EAST 277.59 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 NORTH 89°43'56" EAST 104.29 FEET; THENCE SOUTH 01°34'18" EAST 350.10 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 16 IN SAID SECTION 31, SOUTH 89°43'53" WEST 380.68 FEET; THENCE NORTH 01°53'57" WEST 330.15 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, NORTH 89°43'56" EAST 4.17 FEET; THENCE NORTH 01°53'57" WEST 269.78 FEET; THENCE NORTH 88°06'03" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SW 48TH STREET AS RECORDED IN OFFICIAL RECORDS BOOK 5123, PAGE 5632, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 274.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 200,930 SQUARE FEET (4.6127 ACRES), MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MP HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "MP HOLDINGS", A REPLAT.

THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE PURPOSES.

THE DRAINAGE AND MAINTENANCE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE AND CANAL MAINTENANCE PURPOSES.

NO IMPROVEMENTS, TREES OR ENGRAVEMENTS INCLUDING UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) OR LANDSCAPING ARE ALLOWED WITHIN EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT WITHOUT THE APPROVAL OF AND A PERMIT FROM THE SOUTH BROWARD DRAINAGE DISTRICT. IT IS THE INTENT OF THIS PROVISION THAT ALL UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) PROPOSED TO BE CONSTRUCTED WITHIN UTILITY EASEMENTS THAT CROSS OR COINCIDE WITH EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT MUST BE REVIEWED AND PERMITTED BY SOUTH BROWARD DRAINAGE DISTRICT.

IN WITNESS WHEREOF: SAID MP HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY JAYNIER MOYA, ITS MANAGER, IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, A.D. 20____.

WITNESSES:

BY: _____ MP HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY,
PRINT NAME: _____ BY: _____ JAYNIER MOYA, MANAGER
BY: _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA _____ SS
COUNTY OF _____
I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAYNIER MOYA, MANAGER OF MP HOLDINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION, AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED. HE IS PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 20____.

COMMISSION NUMBER: _____ NOTARY PUBLIC – STATE OF FLORIDA
MY COMMISSION EXPIRES: _____ PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

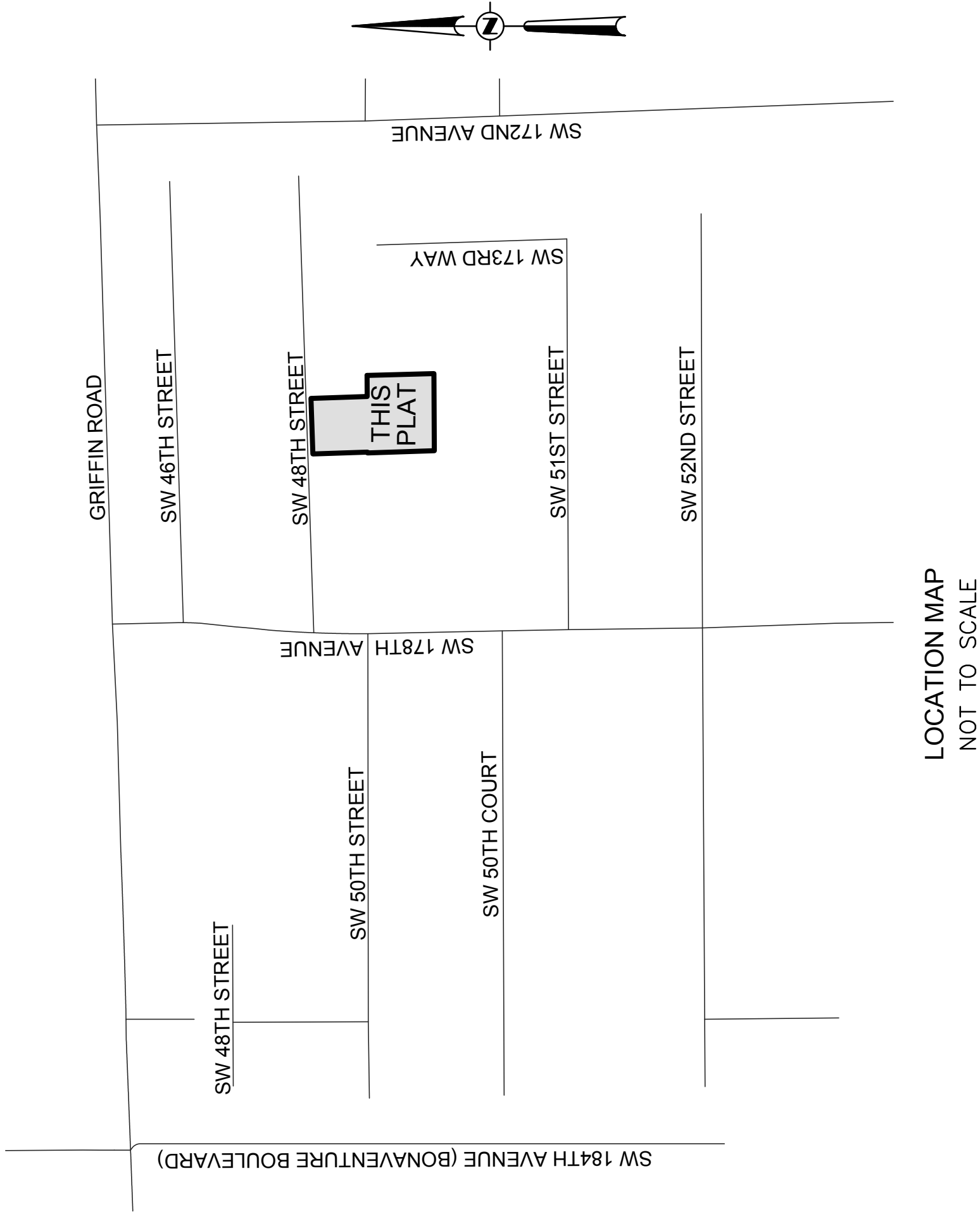
I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
3381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778

AUGUST 2020



MORTGAGEE CONSENT:

KNOW ALL MEN BY THESE PRESENTS: THAT DANIEL JAVIER BASULTO, THE OWNER AND HOLDER OF THAT MORTGAGE RECORDED IN NOVEMBER 25, 2019 IN INSTRUMENT #16195877, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS WHEREOF: DANIEL JAVIER BASULTO, HAS CAUSED THESE PRESENTS TO BE SIGNED IN THE PRESENCE OF THESE TWO WITNESSES THIS DAY OF _____, A.D. 202____.

WITNESSES:

BY: _____ DANIEL JAVIER BASULTO
PRINT NAME: _____
BY: _____
PRINT NAME: _____

COMMISSION NUMBER: _____ NOTARY PUBLIC
MY COMMISSION EXPIRES: _____ STATE OF FLORIDA
PRINT NAME: _____

TOWN OF SOUTHWEST RANCHES	PLATTING SURVEYOR	SOUTH BROWARD DRAINAGE DISTRICT	COUNTY SURVEYOR	COUNTY ENGINEER

TOWN OF SOUTHWEST RANCHES:
ALL APPLICATION CONCURRENCY, IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE TOWN OF SOUTHWEST RANCHES, FLORIDA THIS _____ DAY OF _____, A.D. 202____.

BY: _____ TOWN ADMINISTRATOR
STEVE BREITKREUZ, MAYOR

SOUTH BROWARD DRAINAGE DISTRICT:

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

THIS PLAT IS HEREBY APPROVED THIS _____ DAY OF _____, 202____.

BY: _____ DISTRICT DIRECTOR _____ DATE _____

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 202____.

BY: _____ DIRECTOR / DESIGNEE _____

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 202____.

BY: _____ CHAIRPERSON _____
THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 202____.

BY: _____ EXECUTIVE DIRECTOR OR DESIGNEE _____

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION, MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS DAY OF _____, A.D. 202____.

BY: _____ MAYOR, COUNTY COMMISSION _____

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ ROBERT P. LEGG, JR.,
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4030

BY: _____ RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40265 _____ DATE _____



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FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504029010410	AMY, JOSEPH CPALACIOS, ANDREA	4820 SW 172 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40PT TRS 41 & 42 OF SAID SEC DESCAS BEG SW COR OF SEC, N ALGW/L 275.07, E 15.01 TO POB, E 301.49, N 125.03, W 301.44, S 125.03 TO POB
504029010412	PADRON, ROBERTA NICOLE & JOEL H/ E WILLIAMS, HILDA J	4830 SW 172 AVE	SOUTHWEST RANCHES	FL	33331	1221	FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40POR OF TR 41 DESC AS FOL, COMM AT SW COR OF SEC 29, N 150.04, E 15.01 TO POB, CONTE 301.54, N 125.03, W 301.49, S 125.03 TO POB LESS W 40 FOR RDAKA LOT 135 DEEMS RANCHES UNREC
504029010413	LEMUS, CARLOS E	4840 SW 172 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40POR TR 41 DESC AS BEG SW COR, N ALG W/L OF SAID SEC A DISTOF 15.01, ELY 15.01 TO POB, CONTELY 301.59, NLY 135.04, WLY 301.54, S 135.03 TO POB
504029010420	AMIN, MOHAMED FEROSINGH, KALAWATIE	4800 SW 172 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40POR OF TR 42 DESC AS FOL, COMM ATSW COR OF SEC 29, N 525.13, E 15.01 TO POB, E 301.39, N 125.03W 301.33, S 125.03 TO POBAKA: LOT 138 DEEMS RANCHES UNREC
504029010422	CABRERA, BLASALVAREZ, LISSETTE	4810 SW 172 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40PT OF TR 42 DESC AS COMM SW COROF SEC 29, N 400.10, E 15.01 TOPOB, E 301.44, N 125.03, W 301.39, S 125.03 TO POBAKA: LOT 137DEEMS RANCHES UNREC
504029010431	MULDER, CHRISTINE B	4700 SW 172 AVE	SOUTHWEST RANCHES	FL	33331	1219	FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40PT OF TR 43 DESC AS BEG SW COROF SAID SEC, N ALG W/L OF SAID 775.19, E 15.01 TO POB, E 301.28N 125.03, W 301.23, S 125.03 TOPOB
504029010432	FIFORD, MARK CCORDOVA, MARIA ELENA	4730 SW 172 AVE	SOUTHWEST RANCHES	FL	33331	1219	FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40POR OF TRS 42 & 43 DESC AS FOL, COMM AT SW COR OF SEC 29, N 650.16, E 15.01 TO POB, E 301.33N 125.03, W 301.28, S 125.03 TOPOBAKA: LOT 139DEEMS RANCHES UNREC
504029010451	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-R	FORT LAUDERDALE	FL	33301	1801	FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40W40 OF POR OF TR 41 DESC AS FOL: COMM AT SW COR OF SEC 29, N 150.04, E 15.01 TO POB, CONTE 301.54, N 125.03, W 301.49, S 125.03 TO POB
504029010620	SOUTH FLORIDA WATER MANAGEMENTDISTRICT	PO BOX 24680	WEST PALM BEACH	FL	33416	4680	FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40 & 30-50-40ALL THE PROPERTY KNOWN AS SOUTHNEW RIVER CANAL LYING WITHINSAID SEC 29 & 30 AND W OF R/WFOR I-75 LYING IN THE TOWN OFSOUTHWEST RANCHES

504030000040	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331	30-50-40E 100 OF SAID SEC LYING S OFS NEW RIVER CANAL LESS E 55 OFS 317.51 OF N 642.52 THEREOF & LESS P/P/A DODDS ESTATES PB 96/23 B & LESS GRIFFIN RD & SW 172 AVE R/WS
504030000067	KHAN, MOHAMED YASIN & NUSRAT	4731 SW 178 AVE	SOUTHWEST RANCHES	FL	33331 1141	30-50-40COMM SW COR SEC 30 ELY 2550.07, NLY 50 TO P/C, CONT ALG CUR 399.57, NELY 144.56 TO POB, NLY 105.44 TO P/C, CONT ALG CUR 69.51, WLY 751.59, WLY 7.14, SLY 173.83, ELY 741.89 TO POB
504030000072	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	30-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L, BEG AT PT OF INTER OF W/L OF SAID SEC & S R/W/L OF S NEW RIVER CANAL, ELY 2601.06 FOR POB, SLY 134.58 TO PT OF CURVE, SWLY ALG CURVE 399.45, SWLY 250 TO PTOF CURVE, SELY ALG CURVE 399.57
504030000073	LILLY'S RANCH LLC	4731 SW 178 AVE	SOUTHWEST RANCHES	FL	33331 1141	30-50-40PT OF SEC 30 DESC AS BEG SW COR SEC 30, ELY 1839.08, CONTELY 710.99 TO S1/4 COR OF SEC 30 NLY 50 TO P/C, NLY 99.46 TO POB, CONT NLY ARC DIST OF 300.11, NELY 144.56, WLY 605.35, SELY 291.21, SE 451.21 TO POB, LESS R/W
504030000074	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	30-50-40S 25 OF SW 1/4 OF SAID SEC THAT IS 255 E OF W/L TOGETHER WITH ALL LANDS LYING WITHIN 70 OF SAID PT PER R/W MAP 13/81
504030000077	MULL, DANIEL JR & DORA M	17821 SW 50 ST	SOUTHWEST RANCHES	FL	33331 1006	30-50-40PT OF SEC 30 DESC AS, COMM AT SW COR OF SEC 30, ELY 1839.08 TO POB, CONT ELY 153, NLY 570.62, NWLY 27.58, WLY 136.54, SLY 592.77 TO POB, LESS R/W
504030000078	DAVID R GEOFFROY REV TR GEOFFROY, DAVID R	17801 SW 50 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT SW COR OF SEC 30, ELY ALG S/L FOR 1992.08 TO POB, ELY 197.99, NLY 337.64, NWLY 45.88, NWLY 263.63, SLY 570.62 TO POB, LESS R/W
504030000079	GEOFFROY, DAVID R & MIRTADAVID R GEOFFROY REV TR	17801 SW 50 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT SW COR OF SEC 30, ELY ALG S/L FOR 2190.07 TO POB, CONT ELY 360 TO S1/4 COR OF SEC 30, NLY 50 TO P/C, NLY ARC DIST OF 99.46, NWLY 405.33, SLY 337.64 TO POB, LESS R/WS
504030000110	ALFARO, ELBERT R H/EFERNANDEZ, YUDANY H/E ETAL	4790 SW 178 AVE	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 2180, S 642.50 TO POB, W 304.63, SWLY 142.74 TO PTOF CURVE, SELY ALG ARC OF SAID CURVE 176.95, E 341.62, N 317.50 TO POB LESS OR 5123/563 TOGETHER WITH THE W 80 OF THE FOLLOWING PAR: COMM INTERSEC OF E/L OF SEC

504030000120	ADILI,MIRMOHAMMAD &SUAREZ,DONNA L	17400 SW 48 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 860.26,S 960 TOPOB,CONT S 317.40 TO PT ON S/LOF SEC,WLY 260.11,N 310,E 260 TOPOB LESS OR 5123/563
504030000140	REMILLARD,GERALD GGERALD G REMILLARD TR ETAL	17420 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1106	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 1120.26,S 960 TOPOB,CONT S 310 TO PT ON S/L OFSEC,WLY 267.11,N 302.40,E 267 TOPOB LESS OR 5123/563
504030000150	HOLLEY,ROBIN C	17301 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1103	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 360,S 642.50 TOPOB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESSOR 5123/563
504030000170	MILLER,EUGENE WALTER	17200 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1102	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,SLY 960.03 TO POB,CONT SLY 341.67,WLY 347.91,N 331.75,E 350 TO POB LESSOR 5123/563
504030000190	HERRERA,SUSANA H/EHERRERA,GUSTAVO	17300 SW 48 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 356.26,S 960 TOPOB,CONT S 331.75 TO PT ON S/LOF SEC,WLY 250.10,N 324.64,E 250TO POB LESS OR 5123/563
504030000200	MOSSE,SEBASTIAN	8740 NW 99 ST	MEDLEY	FL	33178 1474	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 1400,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/563
504030000210	ERBS,KELLI	17300 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 360,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/563
504030000220	PINTALUGA,ANDRES JPINTALUGA,JONATHAN V	17611 SW 48 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1660,S 642.50 TOPOB,CONT S 317.50,W 260,N 317.50E 260 TO POB LESS OR 5123/563
504030000230	ZALUCKI,JEREMY M	17321 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1103	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 620,S 642.50 TOPOB,CONT S 317.50,W 260,N 317.50E 260 TO POB LESS OR 5123/563

504030000240	MONTENEGRO,ALBERTO DAVID	17791 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSEC OF E/L SEC 30 & S R/W/L OF SOUTH NEW RIVER CANALW 1920 TO POB,W 260,S 325,E 260,N 325 TO POB,LESS OR 5123/563 & LESS OR 20072/275 FOR R/W & COMMAT SAME POC,W 1660 TO POB,W 260,S 325,E 260,N 325 TO POB,LESS S25 FOR R/W(OR 5123/563) & LESS N90 FOR R/W,PAR 112A PER
504030000250	GONZALEZ,RENE D & MARIA F	17220 SW 46 ST	SOUTHWEST RANCHES	FL	33331 1122	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,SLY 325.01 TO POB,CONT SLY 317.51,W 355.81,N 317.50,E 357.88 TO POB LESSOR 5123/563
504030000270	VELEZ,LEON JAIROBERRIO,FRANCY JANET	17320 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1104	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,W 606.26,S 960 TOPOB,CONT S 324.64 TO PT ON S/L,WLY 254.10,N 317.40,E 254 TO POBLESS OR 5123/563
504030000280	PAPAGEORGIOU,EMMANUIEL	17801 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSEC & S R/W/L OF SOUTH NEW RIVERCANAL,W 2180 TO POB,CONT WEST264.50,S 134.58 TO PT OF CURVE,SWLY ALG CURVE AN ARC DIST OF190.54,E 270.37,N 325 TO POBLESS NLY 54 FOR RAOD PURPOSES,LESS S 25 FOR R/W (OR 5123/563),LESS R/W PAR 113 A PER
504030000290	LOPEZ,HECTOR	17351 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,W 620 TO POB,CONTW 260,S 325,E 260,N 325 TO POBLESS OR 5123/563 & LESS THE E 10AKA: LOT 6
504030000300	TIME 48 INC	998 NE 167 ST	MIAMI	FL	33162	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,W 360 TO POB,CONTW 260,S 325,E 260,N 325 TO POBLESS OR 5123/563 & LESS PTDESC'D IN OR 20513/915 FORPERPETUAL EASEMENT FOR R/WTOGETHER WITH E 10 OF LOT 6AKA: LOT 7,E 10 OF 6
504030000310	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,SLY 325.01,W 357.88,N 325,E 360 TO POB LESSOR 5123/563 & OR 32187/1372 &LESS GRIFFEN ROAD R/W & LESSE 100 OF PT OF SEC 30 LYING ADITO AFORE DISCRIBED PROP
504030000320	CHURCH,KENNETH R & LINDA PESA	17530 SW 46 ST	SOUTHWEST RANCHES	FL	33331 1128	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL,W 1660,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/563

504030000330	DOLLAR, TAMARA S	17350 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 620, S 325 TO POB, CONT S 317.50, W 260, N 317.50, E 260 TO POB LESS OR 5123/560
504030000340	KALDIRIMOGLU, MECIT H/EKALDIRIMOGLU, SEYFULLAH & SEVIL	17450 SW 46 ST	SOUTHWEST RANCHES	FL	33331 1126	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 1140, S 325 TO POB, CONT S 317.50, W 260, N 317.50, E 260 TO POB LESS OR 5123/563
504030000360	MCCOY, RUTH PG W & RUTH P MCCOY REV LIV TR	17401 SW 46 ST	SOUTHWEST RANCHES	FL	33331 1125	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 880 TO POB, CONTW 260, S 325, E 260, N 325 TO POB LESS S 25 FOR R/W (OR 5123/563), LESS N 90 FOR R/W PAR 111A PERCA-93-12154 (OR 21580/73)
504030000370	GUANUNA, EDGAR MCUZAA, YADIRA LEGRA	17401 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1105	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 880, S 642.50 TO POB, CONTS 317.50, W 260, N 317.50, E 260 TO POB LESS OR 5123/563
504030000380	MOCKLER, GLORIA M	17400 SW 46 ST	SOUTHWEST RANCHES	FL	33331 1126	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 880, S 325 TO POB, CONTW 520, S 325, E 520, N 325 TO POB, LESS PT DESC'D IN OR 5123/563 & LESS COMM AT SE COR SEC 30, N 1301.58, W 1140 TO POB, S 90, W 520, N 90, E 520 TO POB
504030000390	RICH, KAREN PETERS	17451 SW 46 ST	SOUTHWEST RANCHES	FL	33331	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 1661.26, S 960 TO POB, CONT S 294.59 TO S/L OF SEC, WLY ALG SAID S/L 76.63, NWLY 211.15, WLY 382.04, NLY 148.64, ELY 624.93 TO POB AKA: PARCEL D
504030000410	MATTHEWS, EARNEST T & SANDRA J	17610 SW 48 ST	SOUTHWEST RANCHES	FL	33331 1110	30-50-40COMM AT INTERSECTION OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 1661.26, S 1254.59 TO S/L OF SEC, WLY 76.63 TO POB, NWLY 211.15, WLY 625.76, SLY 79.85 TO P/T, SLY 50.35, ELY 795 TO POB TOG/W COMM AT INTERSEC OF E/L OF SAID SEC & S R/W/L OF SOUTH NEW RIVER CANAL, W 1661.26, S 960, W
504030000420	MYSTIC TRUST LLC	19195 MYSTIC POINTE #106	AVENTURA	FL	33180	30-50-40VARIOUS RIGHTS OF WAY FOR INGRESS & EGRESS LYING IN SE 1/4 & LYING S OF SOUTH NEW RIVER CANAL AS DESC'D IN OR 5123/563, PER R/W MAP 13/81
504030000430	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	

504030000450	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-R	FORT LAUDERDALE	FL	33301	1801	30-50-40PARCEL OF LAND IN SE1/4,DESC AS:BEG AT THE INTER OF E/L OF SAIDSEC 30 & S R/W/L OF SOUTH NEWRIVER CANAL (C-11), W 360, S 90E 289.22, SE 42.56, S 204.81, E40, N ALG E/L OF SAID SEC 30325.01 TO POB
504030010010	SANCHEZ,ELKIN & LESLIE	17201 SW 48 ST	SOUTHWEST RANCHES	FL	33331		DODDS ESTATE 96-23 BTRACT 1
504030020010	DEVARONA,JULIO	17421 SW 48 ST	SOUTHWEST RANCHES	FL	33331		MAUREEN-JUDY ESTATES 97-9 BTRACT 1
504030030030	IGLESIA MISION VIDA INC	15970 W STATE ROAD 84 #430	SOUTHWEST RANCHES	FL	33326		ST PAUL LUTHERAN CHURCH 148-18 BPARCEL 3
504030030040	PUBLIC LAND % BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-R	FORT LAUDERDALE	FL	33301	1801	ST PAUL LUTHERAN CHURCH 148-18 BDEDICATED THOROUGHFARES RIGHT OFWAYS PER SAID PLAT
504030090010	4610SWR LLC	4610 SW 178 AVE	SOUTHWEST RANCHES	FL	33331		SLATER PLAT 171-21 BPARCEL A, LESS POR DESC AS: BEGNW COR PAR A, E 25, SW 36.63,NLY 25 TO POB
504030090011	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330		SLATER PLAT 171-21 BPOR PARCEL A DESC AS: BEG NWCOR PAR A, E 25, SW 36.63, NLY25 TO POB
504030090020	13110 INVESTMENTS LLC	20222 SW 52 PL	PEMBROKE PINES	FL	33332		SLATER PLAT 171-21 BPARCEL B
504030100010	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330	2628	PUBLIC FACILITY SAFETY COMPLEX174 57 BPARCEL A
504031010012	HAMILTON, VENE	5011 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	1154	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40A POR OF TR 16 DESC AS:COMM ATNW COR OF NE1/4 SEC 31;E 15 TOPOB CONT E 877.46;\$ 330.16;W 397.66;N 185;W 484.53;N145.07 TO POB
504031010013	BARKUS,MIRIAMMALTESE,LOUIS MICHAEL	17401 SW 51 ST	SOUTHWEST RANCHES	FL	33331	1113	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 2 W1/2
504031010014	LIBURD,MARIE-CARMELLELIBURD,RICHARD	17440 SW 51 ST	SOUTHWEST RANCHES	FL	33331	1114	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 3 E2/5 OF W1/2
504031010015	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E 100 OF TRACTS 2,4,5,6,7 & 8,AND E 100 LESS E 65 OF TRACTS49,50,51,52 & 53, AND TRACT 53N 20 LESS E 100 & TRACTS 60,N 20LESS W 50,& LESS S 10 OF N 20 OF E1/2 OF TRACT 53 LESS W 2/5 &LESS 100
504031010017	BAKER,MARK RTORINO,LISA A	17771 SW 51 ST	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 14 W2/5 OF E1/2
504031010018	CARDENAS,LUIS	950 NAUTICA DR	WESTON	FL	33327		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 3 W3/5 OF W1/2
504031010019	SAROHIA,JASKREN S & NARINDER K	17251 SW 52 CT	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 5 S 165 OF E1/2 LESS E 100
504031010020	WACHTEL,YEHUDA GENERIBEIRO,ALMIBETE	5050 SW 178 AVE	SOUTHWEST RANCHES	FL	33331	1148	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 15
504031010021	KASTNER,JEFFREY D & LESLIE F C	17400 SW 51 ST	SOUTHWEST RANCHES	FL	33331	1114	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 4 E1/2 OF W1/2

504031010022	MODRICH, MARK J & MODRICH, KAREN E	17351 SW 52 CT	SOUTHWEST RANCHES	FL	33331	2301	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 5 E1/2 OF W1/2
504031010023	MEKJIAN, DEBRA S & SHIRINIAN, IRENE	13903 SW 24 ST	DAVIE	FL	33325	5028	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 5 W1/2 OF W1/2
504031010025	GRIFFITH, ANDREW M	17350 SW 52 CT	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 6 E2/5 OF W1/2
504031010026	MALTZ, WILLIAM & BEVERLY J	20271 NW 5 ST	PEMBROKE PINES	FL	33029	3413	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 6 W3/5 OF W1/2
504031010027	AWALE, AHMAD N & DAWN M	17520 SW 52 CT	SOUTHWEST RANCHES	FL	33331	2306	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 11 E1/2 OF E1/2
504031010029	WARDEN, ALANA C	17640 SW 52 CT	SOUTHWEST RANCHES	FL	33331	2306	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 11 W1/2 OF E1/2 LESS W 20.60
504031010030	CAREAGA, BERNARDO	5121 SW 178 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 20 E1/2
504031010031	LUKOSE, CHACKO V H/ELUKOSE, MARY	5250 SW 178 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 11 W1/2 LESS E 265
504031010032	ARBOLEYA, JESUSARBOLEYA, MARTHA S	17521 SW 52 CT	SOUTHWEST RANCHES	FL	33331	2303	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 12 E1/2 OF E1/2
504031010033	GREENSTEIN, NORMA UKANDEL, DAVID B & LAURIE J	5200 SW 178 AVE	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 12 W1/2 OF W1/2 LESS W 40FOR R/W
504031010034	PANARIELLO, ANTHONY J & ERICA L	5100 SW 178 AVE	SOUTHWEST RANCHES	FL	33321		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 13 W1/2 OF W1/2
504031010035	MALLON, STEPHEN M & PEGGY	17501 SW 51 ST	SOUTHWEST RANCHES	FL	33331	1115	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 14 E3/5 OF E1/2
504031010036	ABDALA, JULIO A & ELIZABETH M	5079 SW 178 AVE	SOUTHWEST RANCHES	FL	33331	1135	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 14 W1/2 OF W1/2
504031010037	WYSOCKI, SHIRLEY A	4910 SW 178 AVE	SOUTHWEST RANCHES	FL	33331	1146	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 16 THE W 499.53 OFS 185.00
504031010038	LOPEZ GARVAN, JOSUE IDIAZ BENITEZ, YNDIRA G	5110 SW 173 WAY	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 3 E1/2 OF S1/2 LESS E 100FT THEREOF
504031010039	HERNANDEZ, ORLANDO & SHARON	17620 SW 51 ST	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 13 E1/2 OF E1/2
504031010041	SANCHEZ, PEDRO H & NOEMI	17781 SW 51 ST	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 14 E1/2 OF W1/2
504031010042	HERNANDEZ, RENE & JESSICA	5001 SW 173 WAY	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 2 N1/2 OF E1/2 LESS E 100
504031010043	AGUDELO, CLARA H/EOCHOA, FREDDY	5005 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	1136	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 2 S1/2 OF E1/2 LESS E 100
504031010044	LINDO, RAMON A & ROMERO, IRIS I	7750 SW 117 AVE. STE. 301	MIAMI	FL	33183		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 1 E1/2 OF S1/2 LESS SW 172 AVE & LESS SW 173 WAY
504031010045	BERRY, WILLIAM MARTIN & HELEN J	4901 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	1153	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 1 N1/2 OF W1/2
504031010046	SCHERTZER, IVAN A	4911 SW 173 WAY	SOUTHWEST RANCHES	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 1 S1/2 OF W1/2

504031010054	OWOC, JONATHAN	17301 SW 52 CT	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 4 E1/2 LESS E 100 & LESS N 165
504031010055	CARRION, JUAN & DE JESUS, MARIA & MELLON BANK GRD FOR CARRION, J	5101 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 4 N 165 OF E1/2 LESS E 100
504031010056	ABRAHAM F SMILOWITZ TRFBO ABRAHAM F SMILOWITZ	1950 NE 118 ROAD	NORTH MIAMI	FL	33181	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 12 E1/2 OF W1/2
504031010057	KOLBUSZ, RICHARD	17700 SW 51 ST	SOUTHWEST RANCHES	FL	33331 1120	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 13 E1/2 OF W1/2
504031010058	PATRICIA E GARCES TRGARCES, PATRICIA E TRS	14990 SW 10 ST	MIAMI	FL	33194 2503	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40POR OF W1/2 OF E1/2 OF TR 13DESC AS: COMM AT N1/4 COR OFSAID SEC 31, S ALG W/L OF NE1/4990.23 TO A PI ON N/L OF TR 13, E 641.60, S 25 TO POB, E 320.06, S 305.11, W 321.53, N 305.10 TOPOB
504031010059	SANIBEL SUMMER LLC	17700 SW 52 CT	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E 265 OF W/ OF TRACT 11, TOGWITH W 20.60 OF W1/2 OF E1/2 OFTRACT 11, LESS THE N 25 THEREOF
504031010060	NAVIA, MARIA FERNANDA	4900 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 1 N1/2 OF E1/2, LESS E 100THEREOF
504031010062	PATRICIA E GARCES TRGARCES, PATRICIA E TRSTEE	14990 SW 10 ST	MIAMI	FL	33194 2503	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40POR OF W1/2 OF E1/2 OF TR 12DESC AS: COMM AT N1/4 COR OFSAID SEC 31, S ALG W/L OF NE1/41650.39 TO A PI ON S/L OF TR 12, E 644.50, N 25 TO POB, N ALG W/LOF E1/2 OF TR 12 305.10, NELY321.53, S 305.11, SWLY 322.20 TOPOB
504031010064	MACEDA, ZULME JOHNSON DE & FIDEL	5030 SW 173 WAY	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 3 N1/2 OF E1/2 LESS E 100THEREOF
504031010065	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N 25 OF THAT PT DESC AS: E 265OF W1/2 OF TRACT 11, TOG WITHW 20.60 OF W1/2 OF E1/2 OF TRACT11
504031010130	MP HOLDINGS LLC	6520 SW 181 LN	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40A POR OF TR 16 TOGETHER WITH APOR OF SEC 30-50-40 DESC AS: COMM AT INTERSEC OF E/L OFSEC 30 & S R/W OF S NEW RIVERCANAL; E 1387.26, S 960 TO POBS 302.39; E 104.29; S 330.11; W239.45; N 628.65; E 137 TO POB
504031010140	MP HOLDINGS LLC	6520 SW 181 LN	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40A POR OF TR 16 TOGETHER WITH APOR OF SEC 30-50-40 DESC AS: COMM AT INTERSEC OF E/L OFSEC 30 & S R/W OF S NEW RIVERCANAL; W 1524.26; S 960 TO POBS 628.65; W 141.23; N 330.16; E 4.17; N 294.59; E 137 TO POB

504031010170	BARRIOS, LISMAR DEL VALLECABRERA, ASDRUBAL	17820 SW 50 ST	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 17 E1/2 & TR 17 E1/10 OF W1/2 LESS R/W & LESS: COMM N1/4 SEC 31, W 399.04, S 25 TO POB, E 329.46, SE 42.13, S 275, W 359.04, N 305.08 TO POB
504031010174	MALETA, GREIDYS	4901 SW 178 AVE	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40POR E1/2 TRACT 17 DESC AS: COMM N1/4 SEC 31, W 399.04 ALG N/L OF TR 17, S 25 TO POB, E 329.46, SE 42.13, S 275.50, W 359.04, N 305.08 TO POB
504031010180	RAFFA, RAFFAELE A & NANCY	17901 SW 50 CT	SOUTHWEST RANCHES	FL	33331	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 18 W 294.47 OF E1/2
504031010182	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND THAT LIES 25 ON EACH SIDE OF FOLLOWING DECC/L, BEG AT PT ON S/L OF TR 18 THAT IS 50 W OF E/L, WLY ALG S/LOF SAID TR TO PT ON S/L 255 E OF W/L OF TR 31 TOGETHER WITH ALLAND IN TR 30 & 31 THAT LIES WITHIN 70 OF SAID DESC PT THAT
504031010186	LETENDRE, NORMAN W H/ELETENDRE, LORRAINE A	5001 SW 178 AVE	SOUTHWEST RANCHES	FL	33331 1147	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 18 E1/2 LESS W 294.47
504031010191	KANSLEY, MARK W C & CLARE E	17850 SW 50 CT	SOUTHWEST RANCHES	FL	33331 1018	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 19 E1/2 LESS R/W
504031010210	ESPINEL, LACHY	17801 SW 52 CT	SOUTHWEST RANCHES	FL	33331 2201	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 21 E1/2 OF E1/2 & E 25 OF W1/2 OF E1/2 LESS R/W
504031010323	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N 25 OF NW1/4 OF SAID SEC THAT IS 255 E OF W/L TOGETHER WITH ALL LANDS LYING WITHIN 70 OF SAID PT, LESS PT INC'D IN OR 16268/987, LESS P/P/A WILLIAMS PLAT 173-145 B; AS PER R/W MAP 13/81
504031010324	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40ALL THAT LAND IN TRS 17, 18, 19, 21, 22, 23, 24, 33 THRU 39, 57 THRU 60 THAT LIES WITHIN 50 FT OF THEN/S CENTER OF SEC LINE, LESS PTDESC IN OR 9574/126 & LESS THAT PT OF TR 39 DESC IN OR 18839/636 FOR RD PER R/W MAP 13/81
504031010660	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD	SOUTHWEST RANCHES	FL	33330 2628	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40POR OF E1/2 OF TR 6 DESC AS: BEGNW COR OF E1/2 OF SAID TR 6; E 50 TO P/C; SLY & ELY AN ARCDIST 77.18 TO W LINE OF E1/2 OF TR 6; N 50 TO POB FOR R/R/W
504031010690	PATRICIA E GARCES TRGARCES, PATRICIA E TRS	14990 SW 10 ST	MIAMI	FL	33194 2503	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S 25 OF W1/2 OF E1/2 OF TR 12
504031010700	PATRICIA E GARCES TRGARCES, PATRICIA E TRS	14990 SW 10 ST	MIAMI	FL	33194 2503	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N 25 OF W1/2 OF E1/2 OF TR 13

504032020120	TERRY, ANDREW J JR & LILA T	4900 SW 172 AVE		SOUTHWEST RANCHES	FL	33331	1222	CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40TR 13 LESS E 375 & LESS S 150, & LESS W 50, LESS N 25 & LESS 25 FT ROD ARC LYING IN NW1/4 OF SAID PARCEL
504032020121	ERASME, WINSTON & DOMINIQUE	4910 SW 172 AVE		SOUTHWEST RANCHES	FL	33331	1222	CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40S 150 OF TR 13 LESS E 375 & LESS THAT PT LYING 55 E OF W/L OF SEC
504032020220	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-R		FORT LAUDERDALE	FL	33301	1801	CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40 POR OF TRACT 14 LYING WITHIN 55 E OF W/L OF NW1/4 OF SAID SEC 32
504032020230	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-R		FORT LAUDERDALE	FL	33301	1801	CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40 POR TRACT 13, S150 LYING 55 WITHIN E OF W/L OF SAID SECTION 32
504032180010	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD		HORSHAM	PA	19044		BELLA ACRE ESTATES 177-58 BLOT 1
504032180080	TOLL SOUTHEAST LP COMPANY INC	250 GIBRALTAR RD		HORSHAM	PA	19044		BELLA ACRE ESTATES 177-58 BLOT 8
504032180090	RESERVE AT THE RANCHES HOMEOWNER'S ASSN INC	17120 RESERVE CT		SOUTHWEST RANCHES	FL	33331		BELLA ACRE ESTATES 177-58 B PARCEL A (ROAD)



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: 7/8/2021
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).

Council approved the proposed Ordinance on first reading April 22, 2021. Subsequently, it was reviewed by various state agencies as required in F.S. 163.3184 without any objections or comments having been issued. The amendment is now suitable for adoption.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

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

- 1
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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:

July 8, 2021 Regular Meeting

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 _____.

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

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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, Town Administrator
FROM: Sandra Luongo
DATE: 7/8/2021
SUBJECT: Janitorial Services Contract

Recommendation

It is recommended that Town Council approve the attached resolution approving the selection of *Encompass CSI, LLC*. to provide janitorial services at Southwest Ranches Town Hall.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town originally engaged the services of *Cleaning Systems Inc.*, (now *Encompass CSI, LLC*), through the Town's competitive procurement process in 2012 (Reso: 2012-036). When the contract period for janitorial services expired in 2016, *Sun City, Inc.* was selected through the Town's competitive procurement process and was approved by Town Council (Reso:16-061), however, the company provided below standards of service and was sent a "notice of breach" letter with the opportunity to improve services. When the vendor, *Sun City, Inc.*, failed to improve service quality, they were notified that their contractual obligations were terminated in May of 2017. The janitorial services contract was then approved by Town

Council in 2017 and awarded to *Cleaning Systems, Inc.* (now *Encompass CSI, LLC*) as the second lowest bidder (Reso:2017-043).

In 2021 *Encompass CSI, LLC* was unwilling to renew the final one (1) year renewal option under the current terms due to the company's financial projections regarding the *Raise the Wage Act of 2021*.

The Town posted a request for quotes (RFQ-21-104) for Janitorial services on *Demandstar.com* who solicit bids and quotes from business suppliers to government procurement agencies. The Town broadcast to 212 registered vendors, 20 of which viewed the specifications. The Town received one quote from *Encompass CSI, LLC*.

While the quote received from *Encompass CSI, LLC* was reasonable, the Town's Attorney negotiated with the vendor to a lower monthly rate, as follows:

The vendor selected *Encompass CSI, LLC*, through the Town's competitive procurement process, (RFQ: 21-104) who provided a quote for the amount of \$1,100.00 per month for year one (1) and two (2) of the contract (or \$13,200 per year) and \$1,200.00 per month for year three (3) of the contract and for the three (3) one (1) year renewals (or \$14,400 per year) which is optional and at the discretion of the Town.

Time Period	Cost	Comment
7/1/2021-6/30/2022	\$1100	\$13,200 per year
7/1/2022-6/30/2023	\$1100	\$13,200 per year
7/1/2023-6/30/2024	\$1200	\$14,400 per year
3 x (1) year renewals	\$1200	\$14,400 per year optional at the discretion of the Town

The monthly quote includes the cost of cleaning equipment and supplies, restroom paper goods as well as the labor to professionally perform the task as per the scope of work. Costs for optional maintenance related tasks were included and may be used at the sole discretion of the Town.

Fiscal Impact/Analysis

For the current Fiscal Year's 20/21 budget, Town Council adopted the expenditure of \$900.00 per month or \$10,800.00 within the Maintenance Service/Repair contract (001-3900-519-46010) for janitorial services at Town Hall. However, an additional expense of \$600 (\$200 for each month of the remaining Fiscal Year of July, August and September) that has not been budgeted for in FY 20/21 but will be absorbed within the General fund – Non-Departmental Department.

Staff Contact:

Sandra Luongo, General Services Manager
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Encompass CSI, LLC Resolution - TA Approved	6/22/2021	Resolution
Contract Encompass CSI LLC 2021	6/16/2021	Agreement

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RESOLUTION NO. 2021 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; APPROVING A THREE (3) YEAR SERVICE AGREEMENT WITH THREE (3) – ONE (1) YEAR OPTIONAL RENEWALS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to enter into a Town Hall Janitorial Services Agreement (the "Project"); and

WHEREAS, the Town advertised a Request For Quote, RFQ No. 21-104 on May 21, 2021 through the Town's competitive procurement process; and

WHEREAS, Encompass CSI LLC provided the lowest most responsive and responsible quote as per the Town's procurement process; and

WHEREAS, the Town would like to enter into an agreement with Encompass CSI, LLC for a three (3) year term, which may be renewed for up to three (3), one (1) year terms at the sole option of the Town.

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 authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Encompass CSI, LLC for Town Hall Janitorial Services in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 3: The Town Council hereby approves a three (3) year service agreement with three (3) one (1) year optional renewals.

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

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

Ranches, Florida, this 8th day of July 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 M. Poliakoff, Town Attorney
#100022.001



Date: March 15, 2021

REQUEST FOR QUOTATIONS

RFQ No.: 21-104

ALL INTERESTED PARTIES:

The Town of Southwest Ranches is interested in obtaining quotes from qualified, licensed, insured, and contractors, to provide Town Hall Janitorial Services as described herein. The services consist of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods, trash receptacle liners and supervision necessary to perform and maintain the facilities in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and standards. The vendor must follow all CDC guidelines in regards to Covid-19, it's variants or any other pandemic.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes must be submitted to the General Services Manager by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email sluongo@southwestranches.org until **2:00 P.M. Friday May 28,, 2020, for:**

“TOWN HALL JANITORIAL SERVICES

LOCATED AT 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330”

RFQ No.: 21 – 104

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Each submittal shall include:

- Copies of all required licenses
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote shall include all exhibits (Pages 2 -51)

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order and written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Sandy Luongo, Community Services Manager
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: sluongo@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-104

COMPANY NAME: Encompass GSI, LLC

OWNER/CONTACT NAME: James Fischer

ADDRESS: 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

TELEPHONE NUMBER: 877-750-7767 or 954-275-2572

EMAIL ADDRESS: jim.fischer@encompassonsite.com

SIGNATURE:



Documents to be Included in Quote:

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TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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Definitions:

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFQ, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Contractor's Quote (including documentation accompanying the Quote), these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFQ, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFQ 21-104

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

PROJECT. The whole or any part of the Work to be provided under this RFQ and the Contract Documents.

TOWN. Town of Southwest Ranches, Florida.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFQ, Contract Documents and addendums.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT A – Agreement



AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
Encompass CSI, LLC

RFQ NO.: 21-104

TOWN HALL JANITORIAL SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

AGREEMENT FOR

"RFQ No.: 21-104 TOWN HALL JANITORIAL SERVICES"

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

WHEREAS, the Town desires to contract for Town Hall Janitorial Services ("Project"); and

WHEREAS, the Town advertised an Request For Quotes, RFQ No. 21-104 on _____, 20____("RFQ"); and

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

WHEREAS, the Town has adopted Resolution No. 21-____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Contractor's Quote is attached to this Contract as Exhibit "A" and made a part hereof.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFQ to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Agreement, as well as all Exhibits, the RFQ, Contractor's Quote, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Agreement Documents" and incorporated herein by reference. To the extent of any conflict among the Agreement Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida.
- 1.3 By submitting its Quote and entering into this Agreement, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Agreement Price. Furthermore, all costs for the proper disposal of excess material generated

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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

Section 2: Term of this Contract and Contract Time

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

“RFQ 21-104 - Town Hall Janitorial Services”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 A three (3) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Quote advertisement.
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed a monthly fee of \$1100.00 Dollars for years one (1) and two (2) and \$1200.00 Dollars for year three (3) with three (3) - one (1) year renewals at \$1,200.00 (“Contract Price”). See Exhibit “C” for additional pricing.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFQ.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 6.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 6.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by the Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

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Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFQ process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFQ and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTOR'S DUTY TO PROVIDE

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PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 18: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

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- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

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

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity, may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit Quotes on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 20: Use of Awarded Quote by Other Governmental Units

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

Section 21: Change Orders and Modification of Contract

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Agreement.

Section 25: Gender

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

Section 26: Time is of the Essence

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by

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the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

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

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Encompass CSI, LLC
6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

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

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

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

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

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. **Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. **Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. **Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. **Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Encompass CSI, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 28th day of May 2021.

WITNESSES:

J. Fisher
Robert R. R.

CONTRACTOR:

By: James Fischer
Name: James Fischer

Title: Vice President

28th day of May 2021

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

____ day of _____, 20____

By: _____
Andrew D. Berns,
Town Administrator

____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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EXHIBIT B – Locations & Cleaning Schedule

Location:

Town Hall Administrative Offices, PD Offices, and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies must be provided by the vendor
 - All hand soaps must be anti-bacterial, and toilet products Cottonelle grade or equal.
- Vendor will provide all necessary cleaning equipment and follow all CDC guidelines.

Twice Weekly (each servicing day, Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays

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- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

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EXHIBIT C - General Housekeeping Provisions

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely and in accordance with CDC guidelines
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:
 - a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
 - b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
 - c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.

6. Scrubbing/Refinishing:

- a. Scrub floor with grade pads before refinishing
- b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior

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to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

ADDITIONAL PRICING (Additional Services as requested by the Town):

Additional Services	Frequency	Price
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs.	Upon Request, Price should be for each request.	\$ 1,200.00
Remove water stains on building and shed.	Upon Request, Price should be for each request.	\$600.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 300.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 2,500.00

**EXHIBIT D -
DRUG FREE WORKPLACE**

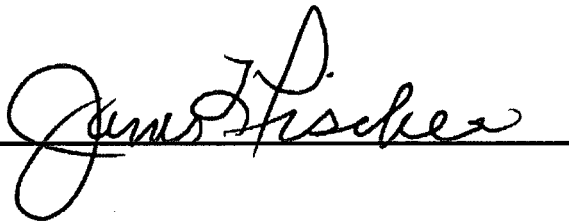
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Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: _____

A handwritten signature in black ink, appearing to read "James P. Fischer", is written over a horizontal line.

PROPOSER FIRM: Encompass CSI, LLC

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**EXHIBIT E -
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Town of Southwest Ranches
by Encompass CSI, LLC
for Janitorial Services
whose business address is 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-2340372

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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

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

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

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

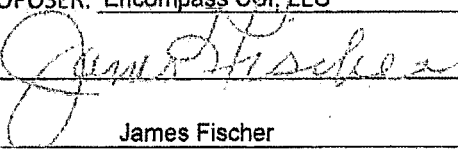
However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

PROPOSER: Encompass CSI, LLC

By: 

James Fischer

(Printed Name)

Vice President

(Title)

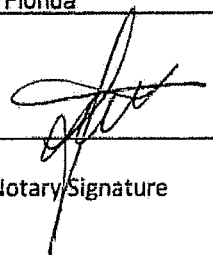
Sworn to and subscribed before me this 26th day of May 2021

Personally known ✓

Or Produced Identification DL F655 - 013 - 80 - 881 - 1

(Type of Identification)

Notary Public - State of Florida


Notary Signature

My Commission Expires Sept. 22nd, 2023

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



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT F -
NON-COLLUSION AFFIDAVIT**

State of Florida) ss:

County of Broward)

James Fischer being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

By: James Fischer

James Fischer

(Printed Name)

Vice President

(Title)

Sworn to and subscribed before me this 26th day of May, 20 21

Personally known ✓

Or Produced Identification DL #655 - 013 - 80 - 881 - 1

(Type of Identification)

Notary Public - State of Florida

[Signature]
Notary Signature

My Commission Expires Sept. 22nd, 2023

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



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT G -
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: Encompass CSI, LLC

Street address: 6555 Powerline Road, Suite 304

City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature:  Date: 5/28/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

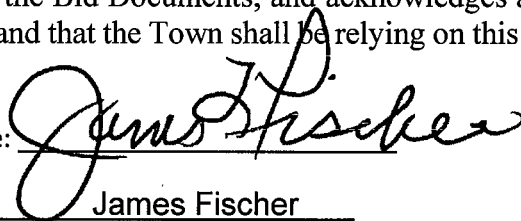
**EXHIBIT H -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Proposer's Signature: _____



Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304

Fort Lauderdale, FL 33309

Proposer's Phone Number: 877-750-7767 or 954-275-2572

Proposer's Email: jim.fischer@encompassonsite.com

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

Proposer's Firm: Encompass CSI, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

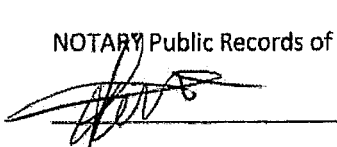
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me or who has produced N 7655-013-80-881-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida



Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

Proposer's Firm: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT I -
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor**

State of Florida)

) ss:

County of Broward)

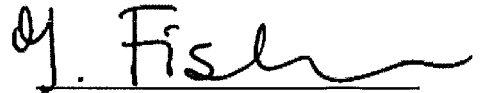
Type text here

I HEREBY CERTIFY that James Fischer, as Principal or Owner

of (Company name) Encompass CSI, LLC, is hereby authorized to execute the Bid dated
28th May 2021, to the Town of Southwest Ranches and his execution thereof, attested by the
undersigned, shall be the official act and deed of Encompass CSI, LLC.

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ^{28th} day of May, 2021.



Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT J -
CERTIFICATE OF AUTHORITY (If Partnership)**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the N/A

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

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

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

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

Secretary:

(SEAL)

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT K -
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company**

State of Florida)

) ss:

County of Broward)

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

"RESOLVED, that James Fischer, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, 15th March, 20 21, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 28th day of May, 2021.

J. Fischer

Secretary:

(SEAL)

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

***EXHIBIT L -
CERTIFICATE OF AUTHORITY (If Joint Venture**

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Principals of the N/A

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

“RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to
execute the Bid dated, _____ 20__, to the Town of Southwest Ranches official act and deed of this
Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20__.

Secretary:

(SEAL)

PROPOSER FIRM : _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT N -
GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
Town of Southwest Ranches	1340 Griffin Road, Southwest Ranches FL 33330	954-343-7476	Sandy Luongo
City of Miramar	2300 Civic Center Pl. Miramar, FL 33027	954-602-3121	Alicia Ayum
City of Miami Springs	201 West View Dr. Miami Springs, FL 33166	305-416-9110	Anne Perez
City of Pompano Beach	1205 NE 5th Ave. Pompano Beach, FL 33060	954-545-7030	Phil Hyer
City of Hollywood	2600 Hollywood Blvd Hollywood, FL 33022	954-921-3299	Steve Stewart

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT O -
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

Encompass CSI, LLC, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Encompass CSI's failure to comply with such regulations.

Encompass CSI, LLC

ATTEST

CONTRACTOR

BY: _____

James Fischer

Print Name

Date: 28th May, 2021

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT P -
PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Proposer: Encompass CSI, LLC

Proposer's Name: James Fischer

Proposer's Address: 6555 Powerline Road, Suite 304

Fort Lauderdale, FL 33309

Proposer's Phone Number: 954-2752572

Proposer's Email: jim.fischer@encompassonsite.com

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

PROPOSER FIRM: Encompass CSI, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by James Fischer James Fischer of Encompass CSI, LLC (Proposer), who is personally known to me or who has produced DL FCS5-013 80-881-1 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

[Signature]
Notary Signature



ANGELICA FERNANDEZ
Commission # GG 915489
Expires September 22, 2023
Bonded Thru Budget Notary Services

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

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Q -
PROPOSER EXPERIENCE QUESTIONNAIRE**

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work. (MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

List comparable contract experience and client references:

Project Name: Janitorial Services

Contract Amount: \$16,200 per year

Contract Date: 5/01/2019-present

Client Name: Town of Southwest Ranches

Address: 1340 Griffin Road, Southwest Ranches FL 33330

Contact Person: Sandy Luongo

Contact Person Tel. No.: 954-434-7476

Contact Person Email: sluongo@southwestranches.org

Project Name: Janitorial Services

Contract Amount: \$480,000.00

Contract Date: 2012-2019

Client Name: City of Miramar

Address: 2300 Civic Center Drive, Miramar FL 33027

Contact Person: Alicia Ayum

Contact Person Tel. No.: 954-602-3121

Contact Person Email: aayum@miramarfl.gov

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

EXHIBIT U – W9

INSERT W – 9

Must be current October 2018, signed, dated and legible

W-9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Encompass CSI, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6555 Powerline Road, Suite # 304

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 3 - 2 3 4 0 3 7 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *M. Hay*

Date ► **5/28/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT V -
PROOF OF INSURANCE**

INSERT PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

7/29/2021

DATE (MM/DD/YYYY)

7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1466150 Encompass CSI LLC 6555 Powerline Road, Suite 304 Ft. Lauderdale FL 33309	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: The Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Co of America	25674
	INSURER D: Everest National Insurance Company	10120
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16218871 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	660-8N884934	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BA-8N889794	7/29/2020	7/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-8N912243	7/29/2020	7/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SW3WC00033201	7/29/2020	7/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Southwest Ranches is included as additional insured for General Liability as required by written contract.

CERTIFICATE HOLDER

16218871
The Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches FL 33330

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT X -
ANTI-LOBBYING CERTIFICATION FORM**

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

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

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

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

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

Organization: Encompass CSI, LLC

Street address: 6555 Powerline Road, Suite 304

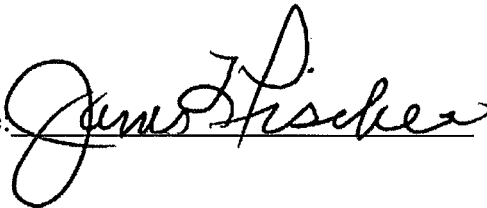
City, State, Zip: Fort Lauderdale, FL 33309

Certified By: James Fischer

(type or print)

Title: Vice President

Signature: _____



Date: 5/28/2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Y - (2 CFR 200 COMPLIANCE)
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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

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

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

PROPOSER FIRM: Encompass CSI, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

**EXHIBIT Z -
INSERT PROOF OF E-VERIFY REGISTRATION**

**Proposer MUST provide copy of MEMORANDUM OF UNDERSTANDING including page with
Proposer Name and EIN number.**

Download from <https://www.e-verify.gov/employers>

Company ID Number: 52669

Approved by:

Employer Encompass Onsite	
Name (Please Type or Print) Marcell D Haywood	Title
Signature Electronically Signed	Date 09/03/2007
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/03/2007

Company ID Number: 52669

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Encompass Onsite
Company Facility Address	6555 Powerline Rd. Suite #304 Fort Lauderdale, FL 33309
Company Alternate Address	6555 Powerline Rd Suite #304 Fort Lauderdale, FL 33309
County or Parish	BROWARD
Employer Identification Number	201888766
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	3

Company ID Number: 52669

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NORTH CAROLINA	1 site(s)
SOUTH CAROLINA	1 site(s)

Company ID Number: 52669

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Marcell D Haywood
Phone Number (954) 318 - 2477 ext. 803
Fax Number (888) 371 - 1429
Email Address marcel.haywood@encompassonsite.com

Name Francisco J Olivar
Phone Number (877) 750 - 7767 ext. 802
Fax Number (888) 371 - 1429
Email Address francisco.olivar@encompassonsite.com

Name Rebeca De Ojeda
Phone Number (877) 750 - 7767 ext. 829
Fax Number (888) 371 - 1429
Email Address rebeca.deojeda@encompassonsite.com



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: 7/8/2021
SUBJECT: Approving Purchase Order with Traffic and Parking Control Co., Inc. in the amount of \$36,343.53 for the purchase of a message board with Florida Department of Law Enforcement (FDLE) Coronavirus Supplemental Emergency Funding (CESF) and approving a budget amendment to the Fiscal Year 2021 Adopted Budget

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

After completing a needs assessment to our COVID response, it was determined that in order to prepare, prevent, and respond to COVID-19, the Town needs to purchase a double-sided message board with trailer and laptop to transmit COVID related messages to north/south bound and/or east/west bound traffic for COVID-19 test sites.

The Town was awarded a \$50,000 FDLE CESF grant to purchase the message board as well

as other equipment to help respond to the pandemic.

A double-sided message board was originally sourced on the GSA.gov website. However, the sole source manufacturer of the double-sided message board did not renew the GSA contract. Traffic and Parking Control Co., Inc. completed the Town's sole source form and provided a detailed specification of the item. To verify the sole source claim, the Town advertised the specifications on DemandStar.com from May 25th to June 6th. The Town received the following responses:

- Three (3) vendors responded they do not manufacture double-sided message boards.
- One (1) vendor responded with a custom manufacture of a message board with no specifications to quality or availability detail.
- Two vendors provided responses:
 - Traffic and Parking Control Co., Inc.: \$36,343.53
 - Chaves Brothers Management: \$39,998.00

Traffic and Parking Control Co., Inc., a sole source vendor, provided a quote totaling \$36,343.53 for a double-sided message board. In accordance with procurement policy, staff desires Council approval for the Purchase of equipment to Traffic and Parking Control Co., Inc.

Fiscal Impact/Analysis

In 2021, the Town accepted the award of a Florida Department of Law Enforcement Coronavirus Supplemental Emergency Funding grant in the amount of \$50,000 with no required Town match. A budget amendment is needed to appropriate funding as follows:

Revenues:

001-0000-332-33200 Grant FDLE	\$50,000.00	TOTAL
REVENUES:	\$50,000.00	
=====		

Expenditures:

001-3000-525-64100(Machinery & Equipment)	\$36,343.53
001-3000-525-49100(Other Current Charges)	\$13,626.47
TOTAL EXPENDITURES	\$50,000.00
=====	

Staff Contact:

Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
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Resolution
Exhibit

6/23/2021
6/14/2021

Resolution
Exhibit

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RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO TRAFFIC AND PARKING CONTROL CO., INC. IN THE AMOUNT OF THIRTY-SIX THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$36,343.53) FOR THE PURCHASE OF A DOUBLE-SIDED MESSAGE BOARD; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town was awarded a \$50,000.00 grant from the Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding program; and

WHEREAS, Traffic and Parking Control Co., Inc., a sole source vendor, provided a quote totaling Thirty-Six Thousand Three Hundred Forty-Three Dollars and Fifty-Three Cents (\$36,343.53) for a double-sided message board; and

WHEREAS, a budget amendment to the Fiscal Year 2021 adopted budget is required to appropriate the entire grant award of Fifty Thousand Dollars and Zero Cents (\$50,000.00); and

WHEREAS, the Town Council believes that the approval of this purchase order is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: The Town Council hereby approves a purchase order to Traffic and Parking Control Co., Inc in the amount of Thirty-Six Thousand Three Hundred Forty-Three Dollars and Fifty-Three Cents (\$36,343.53) for the purchase of a double-sided message board in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4: The Town Council hereby authorizes a budget amendment to the Fiscal Year 2021 adopted budget recording the entire grant proceeds to be received as well as the purchase of the message board:

Revenues:

001-0000-332-33200 Grant FDLE	<u>\$50,000.00</u>
TOTAL REVENUES:	\$50,000.00

Expenditures:

001-3000-525-64100(Machinery & Equipment)	\$36,343.53
001-3000-525-49100(Other Current Charges)	<u>\$13,626.47</u>
TOTAL EXPENDITURES	\$50,000.00

Section 5: 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 _____ 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
#100022.001



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Road
Brown Deer, Wisconsin 53223
Phone (800) 236-0112 • TAPCOnet.com • Fax (800) 444-0331

SALES QUOTE

Customer Copy

Number	Q21006264
Date	4/15/2021
Page	1

Sell To Cust. C45959	Town of Southwest Ranches Venessa Redman 13400 Griffin Road SOUTHWEST RANCH, FL 33330 USA				Ship To Cust.	Town of Southwest Ranches 13400 Griffin Road SOUTHWEST RANCH, FL 33330 USA				
Customer PO #		Expires	Slsp		Terms		Freight		Ship Via	
DOUBLE SIDED MESSAGE TRAILER		7/13/2021	Joe Pilon		Net 30 DAYS		INCLUDED		BEST RATE	

Item	Description	Quantity	UM	Price	Extension
SP TRAFFIC	Double Sided Sign L&R Trailer, MBII 23° Display 54"x92" Case, 320 Watt Solar Array	1	EA	36,343.53	\$36,343.53

Shipping costs are included in the quote total -
FOB - Destination

Lead Time = About 6 Weeks

DUNS # 02-344-3864
Federal Tax I.D. # 39-0983658
Cage Code - 0GWV8

Thank You! Joe @ TAPCO
Ph: 262-814-7330
Email: joep@tapconet.com
Fax: 262-649-5222

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
\$36,343.53	\$0.00	\$0.00	\$36,343.53

All prices are listed in **US Dollars (USD)**
For terms and conditions, please visit: <https://www.tapconet.com/terms-conditions>

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As Reliable as the Sun

USES AND ADVANTAGES

The "Silent Messenger" Double-Sided Message Board is ideal for directing traffic from two different directions. You can choose from MB II (92"x 54") or MB III (78"x 46") sign panels.

Model MB-122-3048 has two sign panels on a lift and rotate mast. The sign panels can be angled from parallel to 45 degrees. The sign is powered by a combination of solar panels and batteries for reliable performance.

The sign comes with integrated GPS receiver, cellular transceiver, and **FREE lifetime cellular service**. Use with SolarTech's Command Center software for remote communications - messages can be changed and managed remotely from an office pc or a smartphone.

REMOTE CONTROL AND GPS TRACKING INCLUDED!

Command Center software allows you to track your equipment using the built-in cellular transceiver and GPS system.

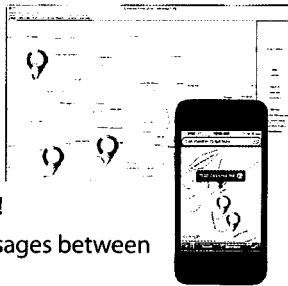
Access units from a map or list. Control units individually or broadcast to a group.

Manage your fleet from your laptop, pc or smartphone... without leaving your desk!

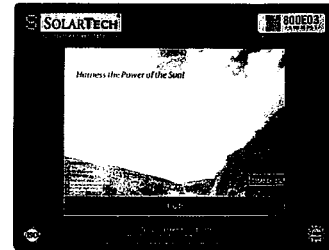
You can build a message library, share messages between boards, schedule messages and more.

Get automatic email notifications when a message changes, if the battery voltage is low, if a panel or module fails, or the unit moves.

Keep tabs on your whole fleet. No more misplaced equipment... fewer problems... less downtime!



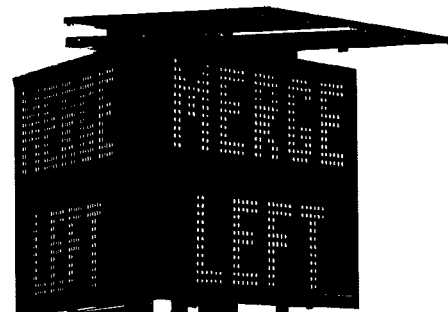
Silent Messenger Double-Sided Message Board



EASY-TO-USE CONTROLLER

The touch-screen controller needs no manual - it's that easy to use! Includes:

- GPS receiver, cellular transceiver and free cellular service for the life of the board
- Password protection
- Intuitive icons for ease of use
- Scheduling capability
- Fully networkable
- NTCIP version 2 compatible
- Automatic software upgrades



**MB-122-3048
Lift and Rotate**



5 Year
LIMITED
Warranty
SINCE 2009

www.solartechtechnology.com



Silent Messenger Double-Sided Message Board

DISPLAY PANEL

MB-122-3048 Lift & Rotate

Panel Size	92" x 54" or 78" x 46"
Panel Construction	All aluminum, modular construction
Matrix Size	27 x 48 pixels
Pixel Pitch	1.77" (45 mm) or 1.5" (38 mm)
Characters per Line	Up to twelve (12)
Character Height	9" to 46" or 7.5" to 39"
Graphics Capability	Full matrix with full animation
Display Technology	LED (amber, 592 nm)
Display Brightness	>10,000 cd/m2 (candela per sq. meter)
Display Life Expectancy	10 years
Lifting Mechanism	2,000 lb. capacity electro-hydraulic
Sign Panel Rotation	> 360 degrees
Sign Panel Height Operating..	162" (412 cm)
Sign Panel Angle	Approx. 45 degrees

TRAILER

MB-122-3048 L&R

Length Overall	180" (457 cm)
Width Overall	92" (234 cm)
Width Across Fenders	92" (234 cm)
Height Traveling	103" (262 cm)
Height Operating	162" (412 cm)
Ground Clearance	13" (33 cm)
Weight	2,700 lbs (max) (1,225 kg) approx.
Coupler (Class III)	2" (50 mm) ball or 3" (76 mm) pintle ring
Brake Actuator	5,000 lb. reverse surge
Axle/Suspension	Torq flex, independent

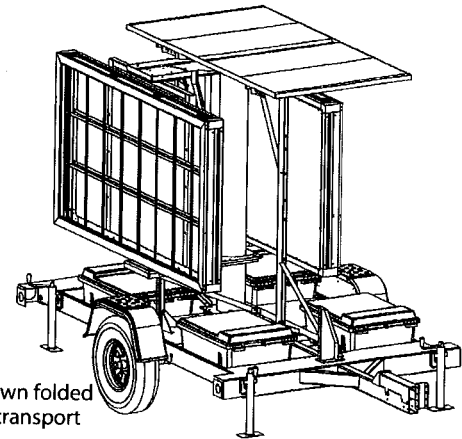
ENERGY SOURCE

MB-122-3048 L&R

Operating Voltage	12 volts DC (nominal)
Battery Type	6 volt heavy duty, deep cycle (GC-2)
Number of Batteries	Twelve (12)
Battery Bank Capacity	1,560 amp hours
Battery Status Indicator	Displays battery voltage, charging activity, and low battery condition
Battery Security	Anti-theft steel battery frame bolted to trailer
Solar Array Construction	Top mounted solar panels in aluminum frame
Solar Array Power Output	320 watts (nominal)
Solar Charge Controller	Automatic, temperature compensated
Auxiliary Battery Charger	45 Amp, 120 volt AC line powered

MEGA-TECH CONTROL CONSOLE

Console Circuitry	Ultra-low-power solid state
Console Touchscreen	Waterproof, backlit, full color GUI, intuitive icon-driven, multi-lingual
Programming Software	Proprietary, field upgradable
Message Capacity	Pre-programmed and user programmed - greater than 250 each
Time/Date Control	Real time clock/calendar (365 day)
Message Display Time	User-selectable (0.1 to 99 seconds)
Display Update Time	Instantaneous
Password Protection	User-selectable, multi-level
Operator Interface	Easy-to-use icons - no instruction manual needed
Remote Control	Embedded cellular transceiver with free cellular service and fleet management software included
Connectivity	Network (wired or wireless), NTCIP compatible
GPS	Integrated GPS receiver



OPTIONS AND UPGRADES

SECOND CONTROLLER

Enables independent messages on each sign

BATTERY UPGRADES

Twelve (12) maintenance free (gel-cell or AGM) - 1,560 AH capacity

BATTERY CHARGER UPGRADE

• 90 amp - 120 volt AC

BRAKES

• Electric Brakes

SECURITY OPTION

• Vandal-Proof Battery Box reinforced steel cage

RADAR OPTIONS

• Directional doppler K-Band. User-configurable KPH or MPH. Data Collection and Statistical Analysis Package included.

Form 1

**TOWN OF SOUTHWEST RANCHES
SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM**

Department: Procurement

Vendor Name: TAPCO – Traffic & Parking Control Co., Inc.

Vendor Address: 5100 W. Brown Deer Rd, Brown Deer, WI 53223

Vendor Phone Number: Joe Pilon – 262-814-7330 – joep@tapconet.com

***Please include a signed letter on company letterhead from the selected vendor declaring they are indeed a sole or single source for the item(s) being purchased.**

How many individuals, companies, and/or manufacturers were contacted about this purchase:

I contacted four companies/manufacturers (Work Area Protection, Wanco, Solar
Technology & Traffic Logix), looking for a double-sided message trailer and only
Solar Technology (SolarTech) manufactures one.

If **sole source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of sole source purchase.)

Nearly all message trailers are only single sided. Where the display case is only facing and
legible from one direction. This RFQ requested a double-sided message trailer, which is extremely
rare in the industry.

If **single source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of a single source purchase.)

Nearly all message trailers are only single sided. Where the display case is only facing and
legible from one direction. This RFQ requested a double-sided message trailer, which is extremely
rare in the industry.

Department Director Signature: _____ Date: _____

Procurement Officer Signature: _____



Date: May 25, 2021

REQUEST FOR QUOTES

RFQ No.: 21-103

ALL INTERESTED PARTIES:

The Town is seeking quotes from qualified and experienced firms for a **Double-sided Message Board Trailer**.

Questions can be emailed to the Sr. Procurement and Budget Officer via vredman@southwesranches.org.

Quotes must be submitted **ONLINE** before **2:00 P.M. Friday 28, 2021**, for:

“DOUBLE-SIDED MESSAGE BOARD TRAILER”

LOCATED AT 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330”

RFQ No.: 21 – 103

Each submittal shall include:

- Current W9 form utilizing IRS form: October 2018.
- E-Verify Memorandum of Understanding (www.E-Verify.gov/employers)
- All specifications and detailed brochure or description of product.
- The completed attached form.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-103 – Double-sided Message Board Trailer

GENERAL SPECIFICATIONS

The item must be a double sided message board trailer that is programmable and utilizes solar energy.

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All questions concerning this RFQ must be submitted by Email to:

Venessa Redman, Sr. Procurement and Budget Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: vredman@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-103 – Double-sided Message Board Trailer

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-103


COMPANY NAME: **Chaves Brothers Management, LLC.**

OWNER/CONTACT NAME: **Tyler Chaves**

ADDRESS: **300 SW 8th St. #17**
Boca Raton, FL 33432

TELEPHONE NUMBER: **973-224-9955**

EMAIL ADDRESS: **chavesbrosmgmt@gmail.com**

SIGNATURE: 

Base Price of Double-sided message board Trailer:	\$36,998.00
Option/ Upgrade items: 2nd Controller to operate each side of Board Independently (optional)	\$3000.00
TOTAL QUOTE	\$ 39,998.00

Reference municipality using product:

Municipality	Contact Name	Email address	Telephone Number

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Chaves Brothers Management, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

300 SW 8th ST. #17

6 City, state, and ZIP code

Boca Raton, FL 33432

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 5 - 0 7 1 6 3 3 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

2/18/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

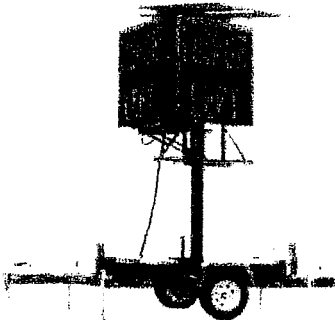
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

[\(https://solartechnology.com/\)](https://solartechnology.com/)

610-391-8600 (tel: 1-610-391-8600)

Silent Messenger II

Double-Sided Message Boards



MB-122-3048

Details	
Model #	MB-122-3048 (Highway Use)
Panel Size	92" x 54" (234 cm x 137 cm) or 78" x 46" (198 cm x 117 cm)
Length Overall	180" (457 cm)
Width Overall	92" (234 cm)
Height Traveling	103" (262 cm)
Height Operating	162" (412 cm)
Weight	3,100 lbs. (1,407 kg)

Model 122 can be raised to a height of seven feet above the ground (as measured to the bottom of the sign panel).

Available options and upgrades	
Remote Communications	Remotely access and track your equipment. Includes a GPS receiver, cellular transceiver, and FREE lifetime cellular service.
Second Controller	Enables independent messages on each sign
Battery Upgrades	Twelve (12) maintenance free (gel-cell or AGM) – 1,560 AH capacity
Battery Charger	45 amp, 120 volt AC; 90 amp, 120 volt AC
Security Option	Anti-theft steel battery frame bolted to trailer; Vandal-proof battery box reinforced steel cage
Radar Options	Directional doppler K-Band; user-configurable MPH or KPH; Data collection and statistical analysis package included.

Traffic Safety

Work Zone ITS

Fleet Management

[Downloads \(https://solartechnology.com/product-support/software-upgrades/\)](https://solartechnology.com/product-support/software-upgrades/)

Literature and Product Information

Double-Sided Message Board Literature (<https://solartechnology.com/wp-content/uploads/MB-DoubleSided-literature-2021.pdf>)

MB II Double-Sided Model-122-3048 Procurement Specs (<https://solartechnology.com/wp-content/uploads/Silent-Messenger-II-Double-Sided-Procurement-Specifications.pdf>)

MB Character Size Height Chart (<https://solartechnology.com/wp-content/uploads/MB-Character-Size-Height-chart.pdf>)

Wind Load Analysis (<https://solartechnology.com/wp-content/uploads/Wind-Load-Analysis.pdf>)

NTCIP Compliance Documentation (<https://solartechnology.com/wp-content/uploads/NTCIP-Compliance-Testing-Results-V2-Trevilon.pdf>)

Options & Upgrades

Vandal Proof Battery Box (<https://solartechnology.com/wp-content/uploads/VandalProofBatBox2013.pdf>)

Product Support

Operation Manual (<https://solartechnology.com/wp-content/uploads/Operation-Maintenance-Manual-Silent-Messenger.pdf>)

Message Board Quick Reference Guide (<https://solartechnology.com/wp-content/uploads/Message-Board-UserGuide-2018.pdf>)

Radar Specifications (<https://solartechnology.com/wp-content/uploads/Silent-Messenger-Radar-Specifications.pdf>)



(<https://www.facebook.com/pages/Solar-Technology-Inc/159965520693124>) (<http://www.youtube.com/user/solartech7620>)



GS 07F-5946P

(<http://www.linkedin.com/company/2238847>) (<https://www.gsaadvantage.gov/advantage/s/search.do?q=0:2gs-07F-5946P&db=0&searchType=1>)

Call us at 610-391-8600

[How To Buy \(https://solartechnology.com/how-to-buy/\)](https://solartechnology.com/how-to-buy/) | [Site Map \(https://solartechnology.com/site-map/\)](https://solartechnology.com/site-map/) | [Email Us \(https://solartechnology.com/contact-us/\)](https://solartechnology.com/contact-us/)

7620 Cetronia Rd, Allentown, PA 18106

Solar-Powered Innovation Since 1990

WARNING Any and all products, assemblies, subassemblies, parts, components, documents, etc. (i.e. anything and everything offered and/or provided by Solar Technology, Inc. either for sale or free of charge) may contain chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm. For more information go to: www.p65warnings.ca.gov (<http://www.p65warnings.ca.gov>)

[\(https://solartechtechnology.com/\)](https://solartechtechnology.com/)

610-391-8600 (tel:1-610-391-8600)

Silent Messenger II Double-Sided Message Boards



MB-122-3048

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Available options and upgrades

Remote Communications	Remotely access and track your equipment. Includes a GPS receiver, cellular transceiver, and FREE lifetime cellular service.
Second Controller	Enables independent messages on each sign
Battery Upgrades	Twelve (12) maintenance free (gel-cell or AGM) – 1,560 AH capacity
Battery Charger	45 amp, 120 volt AC; 90 amp, 120 volt AC
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(<https://www.facebook.com/pages/Solar-Technology-Inc/159965520693124>) (<http://www.youtube.com/user/solartech7620>)



GS 07F-5946P

(<http://www.linkedin.com/company/2238847>) (<https://www.gsaadvantage.gov/advantage/s/search.do?q=0:2gs-07F-5946P&db=0&searchType=1>)

Call us at 610-391-8600

[How To Buy \(https://solartechnology.com/how-to-buy/\)](https://solartechnology.com/how-to-buy/) | [Site Map \(https://solartechnology.com/site-map/\)](https://solartechnology.com/site-map/) | [Email Us \(https://solartechnology.com/contact-us/\)](https://solartechnology.com/contact-us/)

7620 Cetronia Rd, Allentown, PA 18106

Solar-Powered Innovation Since 1990

WARNING Any and all products, assemblies, subassemblies, parts, components, documents, etc. (i.e. anything and everything offered and/or provided by Solar Technology, Inc. either for sale or free of charge) may contain chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm. For more information go to: www.p65warnings.ca.gov (<http://www.p65warnings.ca.gov>)

Venessa Redman

Subject: FW: [EXTERNAL] Re: Double sided message board trailer quote request

From: MFernandez <mark@nationalsignalinc.net>
Sent: Tuesday, May 25, 2021 6:22 PM
To: Venessa Redman <vredman@southwestranches.org>
Subject: [EXTERNAL] Re: Double sided message board trailer quote request

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hello Venessa,

Thank you for considering us. We don't have a double-sided message sign in our product line. I'm not sure who has since I have not seen one. Sorry I couldn't help.

Mark Fernandez
2440 Artesia Avenue
Fullerton, CA 92833
Toll Free: 888-994-0300
Local: +1 714-441-7707
Fax: +1 714-441-7714
e-mail: mark@nationalsignalinc.net
web: www.nationalsignalinc.com

From: Venessa Redman <vredman@southwestranches.org>
Date: Tuesday, May 25, 2021 at 1:56 PM
To: Venessa Redman <vredman@southwestranches.org>
Subject: Double sided message board trailer quote request

Good morning,

I am looking for a Double-sided message board trailer.
Please could you provide a quote with a base price and detailed upgrades available.
Shipping FOB destination: 13400 Griffin Rd, Southwest ranches, FL 33330

Thank you,

Venessa Redman

Senior Procurement & Budget Officer
Town of Southwest Ranches

13400 Griffin Road, Southwest Ranches, Florida 33330
954-434-0008 Ext 7467 | Fax: 954-434-1490

vredman@southwestranches.org | www.southwestranches.org

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

Please note: Our physical offices are closed in response to the COVID-19 situation in order to allow social distancing. All Town services continue, with most being provided in an electronic (virtual) environment. Feel free to contact us at the number provided above or email us and we will do our very best to address your concerns as quickly as possible. While we operate in this virtual environment we ask for your patience and understanding if we are not as responsive to your request as you have become accustomed to.

The Town of Southwest Ranches is proud to partner with the Military Heroes Support Foundation to send care packages to our military troops deployed in Afghanistan, Ukraine, and Africa or their families statewide. Your generous donation is greatly appreciated. Please call Town Hall at (954) 434-0008 for a list of needed goods. Thank you!

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Venessa Redman

Subject: FW: [EXTERNAL] Re: Double sided message board trailer quote request

From: Wayne Kasal <wkasal@k-ksystems.com>
Sent: Tuesday, June 1, 2021 5:40 PM
To: Venessa Redman <vredman@southwestranches.org>
Subject: Re: [EXTERNAL] Re: Double sided message board trailer quote request

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Ms. Redman,

Good afternoon, I was following up to make sure I answered the questions that you had. Please let me know if you have any additional questions. Thank you!

On Fri, May 28, 2021 at 4:49 PM Wayne Kasal <wkasal@k-ksystems.com> wrote:

Our normal message board configuration (like you see in the brochure) is what we make day after day. In the past we have made a handful of "double sided" models. It's the single sided one with brackets made to hold another display cabinet. It will have it's own solar panel. It will have additional batteries and it's own controller. It will be 2 message boards sharing 1 frame. I guess you could call it a "custom build" but it won't be the first time. It will be the same message board that we have submitted except there will be 2 of everything except the frame. I hope that helps.

On Fri, May 28, 2021 at 3:10 PM Venessa Redman <vredman@southwestranches.org> wrote:

Afternoon,
Thank you for your quote. Please expand your explanation.
Are you planning to custom build your own double sided message board trailer you are offering us?
Have you done this before?
Please provide detailed specifications of the product you are offering.
Thank you,

Venessa Redman

Senior Procurement & Budget Officer
Town of Southwest Ranches
13400 Griffin Road, Southwest Ranches, Florida 33330
954-434-0008 Ext 7467 | Fax: 954-434-1490
vredman@southwestranches.org | www.southwestranches.org

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

From: Wayne Kasal <wkasal@k-ksystems.com>
Sent: Friday, May 28, 2021 2:46 PM
To: Elaina Strickland <estrickland@k-ksystems.com>
Cc: Venessa Redman <vredman@southwestranches.org>
Subject: Re: [EXTERNAL] Re: Double sided message board trailer quote request

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

A double sided is not a "stock" unit that we sell. It has been done before but there wasn't any type of literature on it.

On Fri, May 28, 2021 at 2:33 PM Elaina Strickland <estrickland@k-ksystems.com> wrote:

Yes ma'am, the price we submitted is for a double sided message board. Unfortunately, I don't have any literature showing a double sided message board.

Help us, help you! Please provide the listed information with orders!

Days open to Deliver: (ex: M-F, Sun-Sat, Mon-Thur)
Hours to Deliver: (ex: 9-5, 8-3) (mon-thur 8-4, fri 9-12)
Is Forklift Available: yes or no

Check out the updates to www.k-ksystems.com!



Sincerely, Elaina Strickland Inside Sales Assistant K&K Systems, Inc. Toll Free: [888-414-3003](tel:888-414-3003) Fax: [662-566-7123](tel:662-566-7123) estrickland@k-ksystems.com www.k-ksystems.com

On Fri, May 28, 2021 at 1:28 PM Venessa Redman <vredman@southwestranches.org> wrote:

Elaina,

Thank you for your quote. Please confirm that this is a **DOUBLE-sided message board**. The brochure shows a single sided board. Please can you send a picture of the actual product showing both sides of the board in use.

Thank you,

Venessa Redman

Senior Procurement & Budget Officer

Town of Southwest Ranches

13400 Griffin Road, Southwest Ranches, Florida 33330

954-434-0008 Ext 7467 | Fax: 954-434-1490

vredman@southwestranches.org | www.southwestranches.org

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

From: Elaina Strickland <estrickland@k-ksystems.com>

Sent: Friday, May 28, 2021 11:53 AM

To: Venessa Redman <vredman@southwestranches.org>; Wayne Kasal <wkasal@k-ksystems.com>

Subject: [EXTERNAL] Re: Double sided message board trailer quote request

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Please see K&K Systems's submission for RFQ# 21-103. If you have any questions, please feel free to contact Wayne or myself! We'll be happy to help!

Thanks,

Elaina

Help us, help you! Please provide the listed information with orders!

Days open to Deliver: (ex: M-F, Sun-Sat, Mon-Thur)
Hours to Deliver: (ex: 9-5, 8-3) (mon-thur 8-4, fri 9-12)
Is Forklift Available: yes or no

Check out the updates to www.k-ksystems.com!



Sincerely, Elaina Strickland Inside Sales Assistant K&K Systems, Inc. Toll Free: [888-414-3003](tel:888-414-3003) Fax: [662-566-7123](tel:662-566-7123) estrickland@k-ksystems.com www.k-ksystems.com

On Tue, May 25, 2021 at 3:56 PM Venessa Redman <vredman@southwestranches.org> wrote:

Good morning,

I am looking for a Double-sided message board trailer.

Please could you provide a quote with a base price and detailed upgrades available.

Shipping FOB destination: 13400 Griffin Rd, Southwest ranches, FL 33330

Thank you,

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Senior Procurement & Budget Officer

Town of Southwest Ranches

13400 Griffin Road, Southwest Ranches, Florida 33330

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Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

--

Sincerely, Wayne Kasal Regional Account Manager K&K Systems, Inc. Toll Free: 888-414-3003 Cell: 662-372-0164 Fax: 662-566-7123 Wkasal@k-ksystems.com www.k-ksystems.com



TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-103 – Double-sided Message Board Trailer

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-103

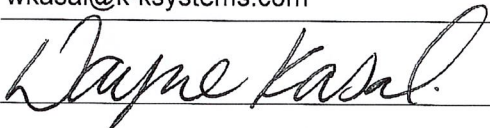
COMPANY NAME: K&K Systems, Inc.

OWNER/CONTACT NAME: Wayne Kasal, Account Manager

ADDRESS: 687 Palmetto Road
Tupelo, MS 38801

TELEPHONE NUMBER: 888-414-3003 / Cell: 662-372-0164

EMAIL ADDRESS: wkasal@k-ksystems.com

SIGNATURE: 

Base Price of Double-sided message board Trailer:	\$22,921.42
Option/ Upgrade items:	
Cloud base Upgrade: Messenger - Cellular 4G/LTE + Bluetooth + GPS. 3 year service contract. NEMA TS-2 and FCC tested and approved. Includes AntennaKit-4 and OnBoard Tablet	\$8,076.02 add to base price
002	
TOTAL QUOTE	\$22,921.42

22,921.42 +

8,076.02 +

30,997.44*

Reference municipality using product:

Municipality	Contact Name	Email address	Telephone Number
City of Lakeland single sided MB9757	Sgt. Chad Mumbauer	Chad.Mumbauer@lakelandgov.net	863.698.5482
City Of West Palm Beach single sided MB9757	Dave Persad	dpersad@wpb.org	561-822-2120

Venessa Redman

Subject: FW: [EXTERNAL] RE: 3-LINE MESSAGE SIGN WITH HYDRAULIC LIF - MFR WANCO

From: gsa milleniumproducts.net <gsa@milleniumproducts.net>
Sent: Wednesday, May 12, 2021 1:22 PM
To: Venessa Redman <vredman@southwestranches.org>
Subject: RE: [EXTERNAL] RE: 3-LINE MESSAGE SIGN WITH HYDRAULIC LIF - MFR WANCO

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Wanco message boards are one-sided.

Lori

From: Venessa Redman <vredman@southwestranches.org>
Sent: Tuesday, May 11, 2021 4:36 PM
To: gsa milleniumproducts.net <gsa@milleniumproducts.net>
Subject: RE: [EXTERNAL] RE: 3-LINE MESSAGE SIGN WITH HYDRAULIC LIF - MFR WANCO

Lori, Is this double sided?

Venessa Redman

Senior Procurement & Budget Officer

Town of Southwest Ranches

13400 Griffin Road, Southwest Ranches, Florida 33330

954-434-0008 Ext 7467 | Fax: 954-434-1490

vredman@southwestranches.org | www.southwestranches.org

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

From: gsa milleniumproducts.net <gsa@milleniumproducts.net>
Sent: Tuesday, May 11, 2021 3:14 PM
To: Venessa Redman <vredman@southwestranches.org>
Subject: [EXTERNAL] RE: 3-LINE MESSAGE SIGN WITH HYDRAULIC LIF - MFR WANCO

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Venessa,

I apologize for the delay in responding to your inquiry. If you are still looking for the information, I would be happy to get it for you today.

The general description is:

Three Line Message Board Trailer with Hydraulic Tower Lift, 138"Wx75"H, Telescoping 360° Rotation Tower, Letter Board 3 Lines of Eight 18" LED Characters, 130 Watt Solar Panel, Four 6V DC Batteries (420 Ah Total), 15-Amp Charger, Onboard Computer with Preprogrammed Text Messages & Arrows, 2" Ball Hitch, Approx Viewing Distance 900ft, NTCIP Compliant, MUTCD, AASHTO (NTPEP) Tested

The shipping would be \$950 per unit to ship to FL.

The equipment specifications are attached along with the warranty.

All the best,

Lori Hipskind



**621 Monte Cristo Blvd
St. Petersburg, FL 33715**

P: 888-901-7430

C: 248-770-9703

F: 801-469-7778

Thank you for considering our Small Business

GSA Contracts:

GS-07F-0031W License Plate Recognition Systems, Command Centers, RTCC, Surveillance Equipment

GS-07F-0231N Generators, Light Towers, Fuel Tanks/Trailers, Air Compressors

GS-07F-5791R Traffic Safety & Warning Equipment, Portable Traffic Signals

(former 6-78080)

TXMAS:

19-5604

PENDING 21-80103

From: Venessa Redman <vredman@southwesttranches.org>

Sent: Thursday, April 15, 2021 3:16 PM

To: gsa milleniumproducts.net <gsa@milleniumproducts.net>

Subject: 3-LINE MESSAGE SIGN WITH HYDRAULIC LIF - MFR WANCO

Our town is looking to order 2 items below and would like to know the cost of shipping the items to town hall?
Are you able to quote FOB Destination?

3-LINE MESSAGE SIGN WITH HYDRAULIC LIFT

Mfr Part No.: WTLMB(A)

Contractor Part No.: 218658-C1

Manufacturer: WANCO

Contract No.: GS-03F-088GA (ends: Aug 31, 2022)

MAS Schedule/SIN: MAS/339999S

Warranty: STANDARD WARRANTY

Country of Origin: UNITED STATES OF AMERICA

Weight: 1.000 LB

There is NO description of the item.

Does the item meet all MUTCD requirements? Is this a solar message center with, changeable message sign? Is it also powered by batteries? Does the computer come complete with a full keyboard and an LCD screen, and are there pre-programmed messages to help minimize set-up time. Please can you provide a brochure that will provide answers to these and other questions..

What is the battery life and charging times?

Thank you in advance for your prompt response.

Warm regards,

Venessa Redman

Senior Procurement & Budget Officer

Town of Southwest Ranches

13400 Griffin Road, Southwest Ranches, Florida 33330

954-434-0008 Ext 7467 | Fax: 954-434-1490

fredman@southwestranches.org | www.southwestranches.org

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Please note: Our physical offices are closed in response to the COVID-19 situation in order to allow social distancing. All Town services continue, with most being provided in an electronic (virtual) environment. Feel free to contact us at the number provided above or email us and we will do our very best to address your concerns as quickly as possible. While we operate in this virtual environment we ask for your patience and understanding if we are not as responsive to your request as you have become accustomed to.

The Town of Southwest Ranches is proud to partner with the Military Heroes Support Foundation to send care packages to our military troops deployed in Afghanistan, Ukraine, and Africa or their families statewide. Your generous donation is greatly appreciated. Please call Town Hall at (954) 434-0008 for a list of needed goods. Thank you!

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

Please note: Our physical offices are closed in response to the COVID-19 situation in order to allow social distancing. All Town services continue, with most being provided in an electronic (virtual) environment. Feel free to contact us at the number provided above or email us and we will do our very best to address your concerns as quickly as possible. While we operate in this virtual environment we ask for your patience and understanding if we are not as responsive to your request as you have become accustomed to.

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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: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 7/8/2021
SUBJECT: License Plate Reader (LPR) Policy

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The Town was able to procure a license plate reader (LPR) system with Vetted Security Solutions (VSS) on December 10, 2020 pursuant to Resolution 2021-020 as a result of a private donation in the amount of \$30,000.00. The procured LPR was installed at the entrance to the Rolling Oaks Community on March 15, 2021.

Due to the effectiveness of the LPR system citations have been issued and arrests have been made. The Town is desirous of deploying additional LPR cameras around the Town to assist with crime deterrence and the solving of crimes.

While the LPRs are a great resource, the technology presents opportunities for potential misuse. The Town desires to establish policy parameters to ensure that utilization and access to LPRs will be restricted to

authorized members of the Police Services Provider for official law enforcement purposes only.

Therefore, the Town Council has determined that it is in the best interest of the Town to establish a License Plate Reader (LPR) policy to ensure that LPRs are used for valid law enforcement purposes while protecting the civil liberties and civil rights of its residents

This item was placed on the May 27, 2021 Town Council Meeting Agenda and subsequently withdrawn to address some concerns raised by members of the Town Council. The policy has been revised to address those concerns and is ready for Town Council consideration.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO - LPR Policy TA Approved	5/10/2021	Resolution
Draft LPR Policy and Procedure - Exhibit A	6/16/2021	Exhibit

RESOLUTION 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY TO REGULATE THE UTILIZATION AND ADMINISTRATION OF LICENSE PLATE READERS (LPRs) THROUGHOUT THE TOWN; ESTABLISHING STANDARDS FOR THE PROPER USE AND PROCEDURES TO BE USED BY THE TOWN'S POLICE SERVICES PROVIDER; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICIAL LICENSE PLATE READER (LPR) POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a result of a private donation in the amount of \$30,000.00 the Town was able to procure a license plate reader (LPR) system with Vetted Security Solutions (VSS) on December 10, 2020 pursuant to Resolution 2021-020; and

WHEREAS, the procured LPR was installed at the entrance to the Rolling Oaks Community on March 15, 2021; and

WHEREAS, due to the effectiveness of the LPR system citations have already been issued and arrests have been made; and

WHEREAS, LPRs are recognized nationally as an effective crime deterrent and crime fighting tool; and

WHEREAS, the Town is desirous of deploying additional LPR cameras around the Town to assist with crime deterrence and the solving of crimes; and

WHEREAS, while the LPRs are a great resource, the technology presents opportunities for potential misuse, and

WHEREAS, the Town desires to establish policy parameters to ensure that utilization and access to LPRs will be restricted to authorized members of the Police Services Provider for official law enforcement purposes only; and

WHEREAS the Town Council has determined that it is in the best interest of the Town to establish a License Plate Reader (LPR) policy to ensure that LPRs are used for valid law enforcement purposes while protecting the civil liberties and civil rights of its residents as outlined in Exhibit "A", which is attached hereto and incorporated herein by reference.

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 adopts the Utilization and Administration of License Plate Readers Policy to establish standards for the proper implementation and access to LPR systems to ensure that LPRs are used for valid law enforcement purposes while protecting the civil liberties and civil rights of its residents, which is attached hereto, and is incorporated herein by reference, as Exhibit "A."

Section 3: The Town Council authorizes its Town Administrator to take any actions necessary to implement the new Utilization and Administration of License Plate Readers Policy.

Section 4: Effective Date. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this ____ day of _____, _____, 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
#100012.001

EXHIBIT A

POLICY and PROCEDURE		TOWN of SOUTHWEST RANCHES	
Title: Utilization and Administration of License Plate Readers		Number: E-002	
Department: Administration		Section: Public Safety	
Author: Russell Muñiz	Effective Date: August 1, 2021	Revision Date: June 16, 2021	
Dept. Approval:		TA Approval:	



Purpose:

The Town of Southwest Ranches requires the establishment of a policy for the utilization and administration of license plate reader (LPR) cameras to ensure that they are used for valid law enforcement purposes while protecting the civil liberties and civil rights of its residents.

Definitions:

Hot List – a list of stolen plates and vehicles entered into the National Crime Information Center (NCIC) database and the Florida Crime Information Center (FCIC) database, AMBER Alerts, SILVER Alerts, BLUE Alerts, Department of Homeland Security watch lists, as well as any locally compiled list that is entered manually into the system by the Police Services Provider.

LEARN Database – The Law Enforcement Archival & Reporting Network (LEARN) is a database maintained by Vigilant Solutions, an affiliate of Vetted Security Systems (VSS), Inc. This database stores tag detections and tag hits by LPR's and allows for files to be uploaded into a Hot List by authorized users.

Police Services Provider – Town of Davie Police Department, or other applicable agency under a contractual agreement with the Town of Southwest Ranches to provide law enforcement services.

Policy:

The provisions of this policy are provided to support authorized uses of LPR information. Authorized use may include the following based on operational needs of the Police Services Provider in coordination with the Town:

- Alert authorized users that a particular license plate on a "Hot List" is in close proximity to an LPR to dramatically reduce the recovery time of stolen vehicles and/or assist in locating dangerous and wanted subjects.
- Identify plates associated with potential witnesses and/or victims or violent crime.
- Identify plates linked to stolen motor vehicles or stolen tags.

- Provide situational awareness for law enforcement related to public safety or otherwise relevant to their authorized duties.
- Support the agency's response to critical incidents and special events.
- Support enforcement operations such as high crime area patrols, gang investigations, DUI Initiatives, enforcement details, directed patrols, or any other official investigative action.
- Only license plates related to felony cases will be used for hot lists. Exceptions will be determined on a case by case basis in coordination with the Town Administrator and/or designee.
- LPRs may only be deployed at locations authorized by the Town Council upon recommendation by Town Administration with input from the Police Services Provider. Access to, and utilization of, the LPR system is restricted to authorized members of the Police Services Provider for official law enforcement purposes only.
- LPR information will not be used to create hot lists for inconsequential matters, or for the sole purpose of generating ticket revenue. The LPR information is only authorized for solving or preventing crimes, and police investigations.

Responsibility:

While access to the LPR system will be restricted to the Police Services Provider, responsibility for maintenance of the LPR system shall rest with the Town's Information Technology Liaison and Town Administration.

Procedures:

Development of "Hot Lists" shall be at the direction of the Police Services Provider with input from the Town Administrator. The "Hot Lists" shall consider the civil rights and civil liberties of Town residents. As such, the priorities for the development of "Hot Lists" shall be for bona fide law enforcement purposes such as criminal investigations, crime prevention, and the apprehension of criminals. Utilization of the LPR system shall not be used to settle civil matters, and may not be accessed by residents.

All data and images gathered are maintained for official purposes only. Since data may contain confidential [and exempt](#) information, it is not open for public review. Data may be shared with other law enforcement officials for law enforcement purposes only.

Any data captured and retained by the Police Services Provider is not subject to disclosure under Florida's Public Records law, Chapter 119, Florida Statutes. [However all data captured shall be retained in accordance with Florida Statutes 316.0778.](#)

A tag hit by an LPR system or from the LEARN Database does not establish probable cause for an arrest or stop in and of itself. When a user discovers a tag hit it is their responsibility to confirm that the hit is valid and is associated with the correct vehicle prior to taking any law enforcement action. NOTE: The LPR System does not distinguish tags by state and there are duplicate tags between states.

Any additions or alterations to the criteria used to develop a "Hot List" must be discussed at a Town Council meeting with a unanimous vote of the Town Council providing direction to the Town Administrator and/or designee to make such alteration and or addition.

[Metrics will be developed by the Town Administrator or designee to assess the overall performance of the LPR program. Metrics will be reported within the Town Administrator's monthly report and evaluated no less than once per year to determine if program goals are being achieved, if any operational factors are affecting effectiveness and/or efficiency, and if any technology refresh planning needs are identified.](#)

[Police Services Provider shall have audit procedures in place to ensure that all data captured, stored, generated, or otherwise produced by the LPR are only accessed by authorized users. These audit procedures shall be performed no less than once per year. The Town Administrator or designee shall review for compliance no less than once per year.](#)

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[Unauthorized access or use of the system by Town employees may be grounds for discipline up to and including termination.](#)

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EFFECTIVE DATE

This policy is effective as of [May August 1, 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: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines
DATE: 7/8/2021
SUBJECT: Resolution for Playground Equipment

Recommendation

Council approval is requested to procure goods and services to update the Sunshine Ranches Equestrian Park Playground equipment.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

Landscape Structures, Inc.-brand playground components were installed in 2005. Certain components have become weathered and need to be replaced. The manufacturer's rep in our area is Rep Services, Inc., party to a contract with Clay County, upon which the Town is able to piggyback for purchase and installation of components.

Fiscal Impact/Analysis

If approved, a Budget amendment totaling \$32,125, comprised of \$27,931.66 for Rep Services and \$4,193.34 for other major ancillary equipment and maintenance services would

be submitted, increasing the General Fund Appropriated Fund Balance revenue account (001-0000-399-39900) and increasing the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account (001-3600-572-46030) in the amount of \$32,125.

Staff Contact:

December Lauretano-Haines, Parks, Recreation, and Open Space Manager

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	6/16/2021	Executive Summary
Resolution	6/22/2021	Resolution
Proposal	6/16/2021	Backup Material
Piggyback contract	6/16/2021	Backup Material
bid tab	6/16/2021	Backup Material
Pricing discount sheet	6/16/2021	Backup Material
Approving minutes	6/16/2021	Backup Material



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

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David Kuczenski, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muñiz, Assistant Town Administrator
Martin D. Sherwood, CPA CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: June 16, 2021

SUBJECT: **A Resolution agreeing to piggyback onto the Clay County, Florida pricing for purchase and installation of Landscape Structures Inc.'s playground equipment and related products and services for the Sunshine Ranches Equestrian Park from Rep Services, Inc. In the amount of twenty-seven thousand, nine hundred thirty one dollars and sixty-six cents (\$27,931.66); and approving a budget amendment to the fiscal year 2020/2021 budget.**

Recommendation

Council approval is requested to procure goods and services to update the Sunshine Ranches Equestrian Park Playground equipment.

Issue

Replacement of worn components at the Sunshine Ranches Equestrian Park playground is needed.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Landscape Structures, Inc.-brand playground components were installed in 2005. Certain components have become weathered and need to be replaced. The manufacturer's

rep in our area is Rep Services, Inc., party to a contract with Clay County, upon which the Town can piggyback for purchase and installation of components.

Fiscal Impact/Analysis

If approved, a Budget amendment totaling \$32,125, comprised of \$27,931.66 for Rep Services and \$4,193.34 for other major ancillary equipment and maintenance services would be submitted, increasing the General Fund Appropriated Fund Balance revenue account (001-0000-399-39900) and increasing the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account (001-3600-572-46030) in the amount of \$32,125.

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator

RESOLUTION NO. 2021 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AGREEING TO PIGGYBACK ONTO THE CLAY COUNTY, FLORIDA PRICING FOR THE PURCHASE AND INSTALLATION OF LANDSCAPE STRUCTURES INC.'S PLAYGROUND EQUIPMENT AND RELATED PRODUCTS AND SERVICES FOR THE SUNSHINE RANCHES EQUESTRIAN PARK FROM REP SERVICES, INC. IN THE AMOUNT OF TWENTY-SEVEN THOUSAND, NINE HUNDRED THIRTY ONE DOLLARS AND SIXTY-SIX CENTS (\$27,931.66); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the playground equipment at Sunshine Ranches Equestrian Park was acquired in 2005 and multiple components require replacement; and

WHEREAS, the Council has appropriated the necessary funds to assist the Town in purchasing new components for the playground; and

WHEREAS, the Town of Southwest Ranches is desirous of replacing the worn components with Original Equipment Manufacturer (OEM) parts to ensure the playground remains safe and attractive; and

WHEREAS, Rep Services, Inc. is the manufacturer's designated local representative for Landscape Structures, Inc., the Original Equipment Manufacturer (OEM); and

WHEREAS, in accordance with its procurement procedures, the Town has elected to procure the replacement components and related products and services via piggyback purchase from Rep Services, Inc. via the Clay County Florida RFP #18/19-2 in the amount of Twenty-Seven Thousand, Nine Hundred and Thirty One Dollars and Sixty-Six Cents (\$27,931.66); and

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

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

Section 2. The Town Council hereby agrees to piggyback onto the Clay County, Florida pricing for purchase and installation of Landscape Structures Inc.'s playground equipment and related products and services from Rep Services, Inc. in the amount of twenty-seven thousand, nine hundred thirty one dollars and sixty-six cents (\$27,931.66) for use in the Sunshine Ranches Equestrian Park.

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. In accordance with the Town Charter and the budget adopted in Ordinance 2020-007, a FY 2020-2021 Budget amendment totaling \$32,125 (\$27,931.66 for Rep Services and \$4,193.34 for major ancillary equipment and maintenance services) is required by increasing the General Fund Appropriated Fund Balance revenue account (001-0000-399-39900) and increasing the General Fund Parks, Rec & Open Spaces Equipment Maintenance expenditure account (001-3600-572-46030) in the amount of \$32,125.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of July, 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 legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
#100021.001



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

CGC1508223

Page 1 of 2

Please mail POs, contracts and checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

Proposed To: Town of Southwest Ranches
6589 SW 160 Avenue
Southwest Ranches, FL 33330

Ship To: TBD at a later date

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

Attn: December Lauretano-Haines

Attn:

Attn: December Lauretano-Haines

Project No: 547 **Project Name:** Equestrian Park - Southwest Ranches **Project Contact:** December Lauretano-Haines
Proposal No: 547.17 **Proposal Name:** Equestrian Park **Project Location:** 5840 SW 148 Avenue
Proposal Date: 5/25/2021 **Proposal Expires:** 7/25/2021 Southwest Ranches, FL 33330
Project County: Broward

For Questions Contact: Carrie Humbert ☎ 407-853-3570 ✉ carrie@rep-services.com

Opt/Rev: F/1 **Printed:** 5/25/21 - CH

Vendor: Landscape Structures

Proj Drawings:

578252

Class	Part No	Qty	Description	Unit Price	Disc	Net Price	Ext Price
Parts	100195	32 EA	3/8" X 5/8" B.H. Cap Screw With Pin, Sst Patch	1.27	-2.0%	1.24	39.68
	100196	56 EA	3/8" X 7/8" B.H. Cap Screw With Pin, Sst Patch	1.60	-2.0%	1.57	87.92
	100349	8 EA	3/8" Low Crown Cap Nut, Sst	1.54	-2.0%	1.51	12.08
	100351	32 EA	3/8" Tee Nut, Sst	1.54	-2.0%	1.51	48.32
	100353	48 EA	3/8" Flange Nut With Pin, Sst	2.14	-2.0%	2.10	100.80
	100362	96 EA	3/8" Flat Washer, Sst	0.39	-2.0%	0.38	36.48
	108534	1 EA	Step Ladr 32ldk	734.00	-2.0%	719.32	719.32
	108641	1 EA	Top Step Sect Xfr Mdl	226.00	-2.0%	221.48	221.48
	108642	2 EA	Step Sect Trnsfr Mod	330.00	-2.0%	323.40	646.80
	119799	1 EA	Deck Crvd Brdg Part A Pvc	966.00	-2.0%	946.68	946.68
	120492	1 EA	Hdw Curved Bridge	61.00	-2.0%	59.78	59.78
	121372	2 EA	Hdw Pkg Talk Tube Pb	21.89	-2.0%	21.45	42.90
	122223	1 EA	Trans Bot Step Pvc	373.00	-2.0%	365.54	365.54
	133781	1 EA	Dk Trans 1/4 Rnd Pvc	370.00	-2.0%	362.60	362.60
	136920	1 EA	Hdw Pb Crvd Transfer Mod	118.00	-2.0%	115.64	115.64
	138436	1 EA	3-Step Section Pvc	734.00	-2.0%	719.32	719.32
	138440	1 EA	1-Step Section Pvc	413.00	-2.0%	404.74	404.74
	139608	1 EA	Hdw Step Ladr 32-56 Dk Pb	51.40	-2.0%	50.37	50.37
	140277	8 EA	Steel clamp bracket for barn roof	231.00	-2.0%	226.38	1,811.04
	140372	1 EA	Custom installation instructions PB Barn Roof	0.00	-2.0%	0.00	0.00
	140667	1 EA	installation instructions PB crvd transfer module 48i	0.00	-2.0%	0.00	0.00
	142215	1 EA	Installation instructions 90* crvd bridge PB	0.00	-2.0%	0.00	0.00
	142230	1 EA	Hdw Dk To Dk Steps 24l	83.00	-2.0%	81.34	81.34
	142234	1 EA	Installation instructions Dk/Dk steps PB	0.00	-2.0%	0.00	0.00
	146068	1 EA	installation instructions TALK TUBES @GRADE PB	0.00	-2.0%	0.00	0.00
	146168	2 EA	Hdw Talk Tube Cover	105.00	-2.0%	102.90	205.80
	146344	2 EA	Talk Tube Std @ Grd Pnt	406.00	-2.0%	397.88	795.76
	149523	1 EA	installation instructions PB DECK LINK	0.00	-2.0%	0.00	0.00
	149530	1 EA	HDW DECK LINK PB	146.00	-2.0%	143.08	143.08
	153437	1 EA	installation instructions step ladder PB	0.00	-2.0%	0.00	0.00
	178472A	1 EA	Silo Roof	6,242.00	-2.0%	6,117.16	6,117.16

Discount per the Clay County Contract #18/19-2: \$288.55

Product Subtotal: \$14,134.63

Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 965 lbs **Freight Charge:** \$2,097.03

Landscape Structures Total: \$16,231.66

Installation By RSI Installer: The scope includes the following, as required:

578274

Item	Qty	Description
INS-LSI	1 LT	labor to install replacement parts

TRASH REMOVAL	1 LT	Trash removal from jobsite
OTHER	1 EA	Machine rental to remove and replace Silo Roof

RSI Installer Total:
\$11,700.00

General Terms of Sale and Proposal Summary

Net 30

Product:
\$14,134.63

Installation:
\$11,700.00

Freight:
\$2,097.03

Proposal Total:
\$27,931.66

Notes

This proposal is for parts and freight and installation only. Original job# T87529

The Clay County Contract #18/19-2 provides a 2% discount on LSI product. Installation is calculated per discounted price at maximum of 40% (Installation does not include site prep, slabs, footings or engineering).

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Town of Southwest Ranches

Company Name
 Authorized By
 Printed Name
 Date

As Its: _____ (Title)

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **"RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

_____ Specifications are too restrictive (please explain below or attach separately)

_____ Unable to meet specifications

_____ Specifications were unclear (please explain below or attach separately)

_____ Insufficient time to respond

_____ We do not offer this product or service

_____ Our schedule would not permit us to perform at this time

_____ Unable to meet bond requirements

_____ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) **Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:
<http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was:
<http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Custom Canopies Inc.	✓	✓	✓	TBD
2 Dominican Recreation Products	✓	✓	✓	TBD
3 Rosette Equipment Company	✓	✓	✓	TBD
4 Recycled Plastic Factory LLC	✓	✓	✓	TBD
5 Playworks Playsets LLC	✓	✓	✓	TBD
6 Dynamo Industries	✓	✓	✓	TBD
7 Robertson Industries	✓	✓	✓	TBD
8 RCP Shelters	✓	✓	✓	TBD
9 Miracle Recreation/True North	✓	✓	✓	TBD
10 Newco Sports LLC	✓	✓	✓	TBD
11 Regal Contractors, Inc.	✓	✓	✓	TBD
12 Wausau Tile Inc.	✓	✓	✓	TBD
13 Musco Sports Lighting LLC	✓	✓	✓	TBD
14 Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15 Miller Recreation Equipment & Design, Inc.	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

Clerk
Department Representative

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This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

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Bidder	Copies	W9	Insurance	Total
1 Playmore Recreational Products	✓	✓	✓	TBD
2 Top Line Recreation	✓	✓	✓	TBD
3 Rep Services Inc.	✓	✓	.	TBD
4 Southern Recreational Inc.	✓	✓	✓	TBD
5 Bliss Products & Services Inc.	✓	✓	✓	TBD
6 Swartz Associates	✓	✓		TBD
7 Play Spaces Services Inc. Advanced Recreational Concepts	✓	✓	✓	TBD
8				
9				
10				
11				
12				
13				
14				
15				

Staff Assigned to tabulate bids and make recommendations:

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Name

Facilities Maintenance Director
Title

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Bid Opening Witnessed By: Donna Fisk
(BCC)

[Signature]
Clerk
Department Representative

SHELTERS, SHADES & STRUCTURES							
Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
		CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Polygon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Polygon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS								
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog	
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website	
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes	
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website	
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog	
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website	
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website	
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog	
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog	
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog	
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy	
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy	
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy	
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy	
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy	
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy	

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Dominica Recreation Products (800) 432-0162 robb@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy

	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy
Dynamo Playgrounds		Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
Free Note- Harmony Park		Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
ID Sculptures		Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,			37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%		37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%		37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%		75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A		Per Discount Catalog	Yes	Digital Copy	Digital Copy
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes	
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes	
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes	
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes	
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes	
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes	
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes	
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net								

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Landscap Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT								
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com								
	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog	
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website	
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website	
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website	
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website	
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website	
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product	
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website	
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog	
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website	
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website	
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog	
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy	
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy	
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM						

SURFACING								
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com								
	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog	
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website	
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website	
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website	
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website	
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website	
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website	
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website	
	Rubber Recycling/Playsafer	Recycled Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website	
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website	
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website	
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website	
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website	

	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
			Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463	Manufacturer	Product					
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcouthdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes

Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreational Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 27, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting Platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Update from Marty Kiar, Broward County Property Appraiser

Broward County Property Appraiser Marty Kiar provided an overview of the function of his office which includes determining the value of every piece of property in Broward County, provide tax saving exemptions and crack down on fraudulent exemptions. He also wanted to update the residents of a new program called "Owner Alert" designed to protect them from title fraud.

Quasi-Judicial Hearings

4. Resolution Approving the Canal Drive Ranch Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-56-20, THE CANAL DRIVE RANCH PLAT, COMPRISING FOUR SINGLE-FAMILY DWELLING LOTS ON 9.59 GROSS ACRES; GENERALLY LOCATED ON THE NORTH SIDE OF SW 50TH STREET, 700 FEET WEST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Deputy Town Clerk Ruesga read the item in the record and swore in the witnesses. Town Attorney Poliakoff explained the procedures and asked the Town Council if they had any ex-parte communication regarding the item. All Council Members stated they did not. Assistant Town Planner Jeff Katims read the staff report into the record and Town Attorney Poliakoff asked the Town Council if they had questions. Council Member Allbritton asked for an explanation of a shared driveway. Council Member Kuczenski wanted to make sure there is enough land space in case future landowners wanted to build a barn. Assistant Town Planner Katims advised each property has at least 2 net acres each and should be able to utilize the land for agricultural use. Town Attorney Poliakoff called on the applicant to either present her report or stipulate to the staff report read into record by Assistant Town Planner Katims. The applicant stated she had no other presentation and agreed with the Town's staff report. The Town Council had no questions for the applicant and the floor was opened for public comment. There was one speaker and then public comment was closed. Assistant Town Administrator/Town Clerk Muñiz advised he had received

an email question from the public and Town Attorney Poliakoff asked the applicant to answer the question. Town Attorney Poliakoff then turned the item over to the Town Council for further discussion or deliberation.

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

MOTION: TO APPROVE THE RESOLUTION.

5. Public Comment

The following members of the public addressed the Town Council: Jim Laskey, George Cailis, Marianne Allen and Fred Cox.

6. Board Reports

Jason Halberg, Chair of the Comprehensive Plan Advisory Board, advised the Town Council they are continuing to work on the Nursery Ordinance and getting lots of feedback from the residents of the Town.

7. Council Member Comments

Council Member Jablonski updated the residents of upcoming events, such as Town Hall closure in observance of Memorial Day and the July 13th First Responder photo shoot. Next, Council Member Jablonski spoke about making Mary Gay Chaples an honorary board member to the Parks, Recreation, Forestry and Natural Resources Advisory Board.

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

MOTION: TO APPOINT MARY GAY CHAPLES TO THE PARKS, RECREATION, FORESTRY AND NATURAL RESOURCES ADVISORY BOARD AS AN HONORARY ALTERNATE MEMBER, WHICH WILL ALLOW HER TO VOTE IF NEEDED.

Vice Mayor Hartmann clarified the July 13th First Responder photo shoot and who would be included. He stated frontline workers such as nurses, doctors, healthcare providers and administrators are also invited. Next Vice Mayor Hartmann congratulated Madison Sullivan for her receipt of the Silver Knight Award. Vice Mayor Hartmann spoke about the nursery ordinance and that some of the content doesn't belong in it, such as the landscape maintenance company and horse trailers language. He feels those items should be separated from the nursery ordinance. He is concerned by the number of landscape companies and trucks that drive in and out of Southwest Ranches. Mayor Breitzkreuz feels the language needs to be taken care of now, while the nursery ordinance is in the hands of the Comprehensive Plan Advisory Board. Council Member Allbritton asked if the landscape language was removed from the nursery ordinance, would a separate ordinance be created for that and Vice Mayor Hartmann indicated he wasn't sure but wanted to complete the nursery ordinance first then tackle the landscape portion that was pulled from it.

Council Members Jablonski and Kuczenski indicated they would like to see the information in writing of what would be removed regarding landscaping to fully understand what Vice Mayor Hartmann is proposing. Vice Mayor Hartmann stated he thinks the Council should move ahead with what's in the current nursery ordinance and after, have a discussion and possibly make a change then. Mayor Breitzkreuz agreed.

Council Member Kuczenski reminded the residents of the upcoming Memorial Day holiday and to not forget the 640 acres of Arlington Cemetery where the heroes that gave their lives for the freedoms of the people. He next spoke on the 8% revenue increase and where it came from. He was not happy to see his property and his Town's property taxes increasing and he would like to something done going forward. Council Member Kuczenski spoke on the stump grinding issue raised by a resident and helping Mr. Cailis with his issue as well. Council Member Kuczenski also inquired about the progress being made with the Town's website redesign, and an update on the TSDOR program. Finally, he wished a few residents happy birthday and provided updates on the adopted legislature.

Council Member Allbritton spoke about looking forward to the June 10, 2021 Town Council Meeting that will meet in person. He is happy about the Davie Police Department writing traffic tickets and keeping the Town safe.

Mayor Breitzkreuz congratulated Bob and Judi Parker on 47 years of marriage. He wished Savannah Hodgers and Chris Brownlow a happy birthday and congratulated Madison Sullivan on receiving the Silver Knight award. Mayor Breitzkreuz spoke on the upcoming Memorial Day holiday and the reason it is celebrated. He thanked those that gave their lives for our freedoms. He spoke on the stump grinding issue that was raised and clarified if stump grinding or a mulching operation is illegal to which Town Attorney Poliakoff advised mulching operations are illegal in the Town. Mayor Breitzkreuz also addressed Mr. Cailis and asked that he keep reminding the Town Council of his issue. He next spoke on the Fire Assessment issues. He wanted to remind the Town as soon as he became Mayor, he started working on the outstanding issues that had to do with some agricultural properties and he thanked the residents for their support. He is still concerned the Town's fire fee is very high and maybe the way to go is place a cap on the fees. He wasn't sure if it could even be done and to have a discussion during the 2020 budget meetings. Council Member Jablonski mentioned once the Town Council gets hard data in, to hold a workshop and discuss options. Mayor Breitzkreuz asked Town Financial Administrator Sherwood when the data would be available to which he replied a couple of weeks. Mayor Breitzkreuz asked if the Town could get its consultant, Munilytics, to come in and give a presentation of the updated data. Town Administrator Berns, advised the June 10, 2021 Town Council meeting would be light and that would be the most feasible. Mayor Breitzkreuz spoke about homes on 188th that are on builders' acres and are what are know as illegally non-conforming use. He stated one of the residents wants to build an addition, but they are situated just outside of the 50-foot setback. He wanted to have a discussion on it at a later date. Whatever would be decided for the one home would have to be permitted for the rest of the homes, called an overlay. Council Member Jablonski would be happier with the homeowners applying for special variances. Lastly Mayor Breitzkreuz advised the June 10, 2021 Town Council meeting will be in person and he is very excited.

8. Legal Comments

Town Attorney Poliakoff advised the residents the State of Florida has mandated all meetings must be held in person starting July 1, 2021. He also congratulated Madison Sullivan as the first West Broward student to receive the Silver Knight award.

9. Administration Comments

Town Administrator Berns echoed the sentiments of the Town Council and Town Attorney by wishing the previously mentioned residents' happy birthday, happy anniversary and congratulations. He stated the two meetings in June, (June 10 and June 24, 2021) would be in hybrid format with a limited seating capacity in the council chambers. Next he advised advisory boards can meet in the council chambers in order to spread out. The goal is to limit capacity and maintain social distancing. Town Hall will also be opened to the public starting on June 7, 2021 from the hours of 8:30 to noon and then extend to full hours shortly thereafter. Town Administrator Berns answered questions raised by the Town Council and advised we received 110 responses to the Town survey and the results will be supplied to the Town Council once it has been disseminated. Town Administrator Berns turned the floor over to Assistant Town Administrator Muñiz to update the Town Council on the progress of the license plate reader cameras.

Assistant Town Administrator Muñiz, provided an update to the license plate reader project which included a presentation.

Ordinance – 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 130, "ZONING MAP AMENDMENTS," OF THE TOWN OF SOUTHWEST RANCHED 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. (TABLED FROM May 13, 2021) {approved on First Reading – April 22, 2021}

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3) {Approved on First Reading - January 28, 2021}

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

MOTION: TO TABLE SECOND READING OF THE ORDINANCE TO THE JULY 29, 2021 TOWN COUNCIL MEETING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PHASING AGREEMENT FOR APPLICATION NO. SP-72-18 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY REPLACING ITS EXISTING 5,820 SQUARE FEET OF MODULAR CLASSROOMS WITH 18,552 SQUARE FEET OF NEW MODULAR CLASSROOMS AND EXPANDING THE ATHLETIC TRAINING FACILITY BY 1,830 SQUARE FEET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY TO REGULATE THE UTILIZATION AND ADMINISTRATION OF LICENSE PLATE READERS (LPRs) THROUGHOUT THE TOWN; ESTABLISHING STANDARDS FOR THE PROPER USE AND PROCEDURES TO BE USED BY THE TOWN'S POLICE SERVICES PROVIDER; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE OFFICIAL LICENSE PLATE READER (LPR) POLICY; AND PROVIDING AN EFFECTIVE DATE.

ITEM WAS WITHDRAWN.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2021-017 RELATING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY PERTAINING TO ADVISORY BOARD MEMBERSHIP AND MEETING ATTENDANCE; AUTHORIZING THE TOWN ADMINISTRATOR TO IMPLEMENT THE NEW POLICY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO WITHDRAW ITEM FOR FURTHER CONSIDERATION AS AN ORDINANCE.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO ESTABLISH AND TO IMPLEMENT AN

ADMINISTRATIVE POLICY FOR APPROPRIATE ATTIRE TO BE WORN AT TOWN FACILITIES; ESTABLISHING STANDARDS FOR THE PROCEDURES TO BE ENFORCED BY THE TOWN'S POLICE SERVICES PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2021 AMENDMENTS TO THE TWO (2) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX, AND THE ADDITIONAL THIRD-CENT LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO TEN-8 FIRE AND SAFETY, LLC IN THE AMOUNT OF ELEVEN THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND TWENTY CENTS (\$11,233.20) FOR THE PURCHASE OF FIRE HOSE EQUIPMENT FOR THE SOUTHWEST RANCHES VOLUNTEER RESCUE DEPARTMENT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

18. Approval of Minutes

a. April 22, 2021 – Regular Meeting

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

MOTION: TO APPROVE THE APRIL 22, 2021 REGULAR MEETING MINUTES.

19. Adjournment

Meeting was adjourned at 10:33 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 8th day of July 2021.

Steve Breitzkreuz, Mayor

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