



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 13, 2014

Southwest Ranches Council Chambers
7:00 PM THURSDAY

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor
Jeff Nelson

Vice-Mayor
Gary Jablonski

Town Council
Steve Breitreuz
Freddy Fisikelli
Doug McKay

Town Administrator
Andrew D. Berns

Town Financial
Administrator
Martin Sherwood, CPA CGFO

Town Attorney
Keith M. Poliakoff, J.D.

Town Clerk
Russell C. Muñiz, MMC

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance – Led by Veterans of Southwest Ranches**
- 3. Presentation – Rural Public Arts Advisory Board Photo Contest Winners**
- 4. Presentation – Agricultural Exemption Update – William Barringer and Abbey Roberson, Broward County Property Appraiser**
- 5. Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**
- 10. Ordinance – 2nd Reading - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING ARTICLE 155 ENTITLED "ADMINISTRATIVE FARM CLAIM DETERMINATIONS", OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE IN ITS ENTIRETY, AND REPLACING IT WITH A NEW ARTICLE 155 ENTITLED "NON-COMMERCIAL FARM SPECIAL EXCEPTIONS"; AMENDING ARTICLE 10 "DEFINITION OF TERMS", SECTION 010-030 TO CREATE A NEW DEFINITION FOR "FARM" AND TO PROVIDE A DEFINITION FOR A "NON-COMMERCIAL FARM"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading – October 23, 2014}**

- 11. Ordinance – 2nd Reading** - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN'S UNIFIED LAND DEVELOPMENT CODE TO DISTINGUISH BETWEEN FARMS AND NONCOMMERCIAL FARMS AND APPLICABLE REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading – October 23, 2014}**
- 12. Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDING A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CRAIG A. SMITH & ASSOCIATES, INC., ERDMAN ANTHONY OF FLORIDA INC., AND KEITH AND ASSOCIATES, INC.; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
- 13. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.
- 14. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2013/2014 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
- 15. Resolution** - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REQUESTING THAT THE MAYOR AND THE TOWN CLERK THROUGH THIS RESOLUTION AUTHENTICATE THE ELECTORATE'S APPROVAL OF THREE CHARTER AMENDMENTS; DIRECTING THE TOWN CLERK TO INCORPORATE THE APPROVED CHARTER AMENDMENTS INTO THE TOWN'S CHARTER; AND PROVIDING AN EFFECTIVE DATE.
- 16. Approval of Minutes**
 - a. Minutes for October 09, 2014 – Regular Council 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
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muniz, CMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

TOWN COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Council

THRU: Andy Berns, Town Administrator

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

DATE: October 16, 2014

SUBJECT:

- 1. Ordinance amending the Land Development Code to create a “Noncommercial Farm” use classification and associated regulations.**
- 2. Ordinance amending the Land Development Code to establish procedures for granting zoning relief to Noncommercial Farms.**

RECOMMENDATION

Consideration of the proposed ordinance on first reading.

ISSUE

A change in state law eliminated exemptions from zoning and building code requirements that many agricultural properties in the Town previously enjoyed. The intent of the proposed ordinances is to provide a measure of relief to properties that were previously classified as “farms” under state law, as well as new, noncommercial (i.e. hobby farm) agricultural endeavors.

BACKGROUND

In July, 2013 the Florida Legislature narrowed the definition of “farm” to exclude agricultural operations that do not have an agricultural property tax exemption from the county property appraiser. The effect of this change in state law is that many agricultural properties in Southwest Ranches no longer qualify as farms. The legislature made no provision for grandfathering nonresidential farm structures (“farm structures”) that were built legally under the state zoning preemption for farms, yet are now declassified as farms and no longer exempt from zoning. As a result, many agricultural properties have structures that are illegal because they do

not comply with one or more of the Town's zoning regulations. Additionally, property owners who wish to engage in small-scale agricultural activities for personal purposes (hobby farms) may be limited in their pursuit by zoning restrictions such as minimum setback requirements and maximum plot coverage and height restrictions.

ANALYSIS

Staff has proposed two ordinances to address the changes in state law. The first ordinance creates a new use classification called "noncommercial farms", which are hobby farms and other agricultural uses that do not qualify for a property tax exemption. The ordinance amends each provision in the land development code that applies to farming in order to clarify whether the regulation applies to AG-exempt commercial farms ("farms") or to noncommercial farms. The table on the following page identifies how the various farm-related provisions would be amended by the two proposed ordinances. It is noted that the Land Development Code, as currently written, mostly treats farms as a single category of use, but does make distinctions in some cases between farms that are agriculturally exempt from property taxes and those with only the more liberally issued Town farm designation.

The second ordinance repeals Article 155 and replaces it in its entirety with a new Article 155. The existing Article 155 establishes the procedures for making town farm determinations and granting waivers to nonresidential farm structures for setbacks, plot coverage and height when necessary for farming. The proposed replacement provisions are geared strictly toward noncommercial farms, since the town's farm determination program is no longer applicable under state law. The new provisions establish procedures and criteria for granting "special exceptions" (waivers) to allow noncommercial, nonresidential farm structures to encroach into required yards, exceed plot coverage limitations or exceed height limits if, and only if, the town administrator (for requests that don't exceed a 10% waiver) or town council (for requests that exceed a 10% waiver) find that the applicable code requirement would unduly limit a bona fide agricultural activity if the special exception were not granted. All special exceptions would become null and void if the property changes ownership and the new owner does not apply for a special exception; if the structure is converted to a nonagricultural use; and if the agricultural use of the property ceases for a period of 60 days.

The second ordinance also provides a grandfathering procedure for agricultural structures that were not built in compliance with zoning regulations, but were exempt from same at the time because they were on property classified as a farm under state law. The grandfathering will expire under the same conditions that would cause a special exception to expire. Both special exceptions for new agricultural structures and the grandfathering provisions for existing structures require that the property owner execute and record a deed restriction that acknowledges the terms under which the relief will become null.

Fiscal Impact N/A

Staff Contact Jeff Katims, AICP, CNU-A, Assistant Town Planner

Summary of Changes Proposed by the Two Farm Ordinances

Code Section	Existing Regulation	Proposed Change
015-80(A)	General reference to exceptions in code for properties with town farm designation.	[HOUSEKEEPING] Deletes reference to town farm designation, leaving only the term "farm".
015-80(B)	This provision was added by the "roof eaves" ordinance. Requires property owners with nonconforming "farm" structures due to the loss of Farm Act protection to execute a deed restriction limiting the building to agricultural use only.	Coordinates this provision with the proposed deed restriction requirements in Article 155.
015-90(B)	References "town farm designation."	[HOUSEKEEPING] Eliminates the reference to town farm designation.
045-30(D)(6)	Allows one truck body as an accessory structure on plots with a town farm designation but no AG exemption.	Deleted in its entirety. **An alternative would be to allow them by special exception of the council only per the proposed procedures in Article 155.
045-30(J)(1)	Allows farms to display and sell crops and plants grown onsite.	Clarifies that this applies both farms and noncommercial farms.
045-30(J)(2)	Allows nurseries to display and sell accessory items (tools, mulch, etc.).	Limits display and sales of such items to nurseries that are farms only.
045-30(L)	Exempts farmland from landscape code requirements.	Clarifies that both agricultural portions of both farms and noncommercial farms are exempt from landscape code requirements.
045-80(A)(3)	Allows farms to apply for waiver of plot coverage limitation.	Clarifies that noncommercial farms can apply for such a waiver. **Same change made to 060-70(A)(1) for noncommercial farms in the CF District**
045-90	Allows farms to apply for waiver of height limitation.	Clarifies that noncommercial farms can apply for such a waiver. .**Same change made to 060-80 for noncommercial farms in the CF District**
045-100(A)-(C)	Allows farms to apply for waiver of setback requirements.	Clarifies that noncommercial farms can apply for such a waiver. **Same change made to 060-020(G)(6) for noncommercial farms in the CF District**
070-50(D)(3)	Exempts signs on farms from permits	Limits the exemption to signs that pertain to farm activities, and extends the exemption to noncommercial farms provided building code does not require a permit.
070-90(A)	Establishes permitted farm sign specifications	Establishes separate permitted sign specifications for noncommercial farms.
010-30	Defines "farm"	[HOUSEKEEPING] Updates statutory reference and deletes reference to town farm determination.
010-30		Defines "noncommercial farm"
Article 155	Establishes procedures for granting town farm designations, and for granting zoning waivers for farm structures.	Repeals Article 155 in its entirety and replaces it with procedures for granting special exceptions (waivers) for noncommercial farm structures, and addresses the disposition of structures on lots that used to be farms under state law, but are no longer, and which do not comply with zoning regulations.

This page
intentionally left blank

1 **Sec. 155-020. Administrative Non-commercial Farm Special Exception**
2 **Procedure**

3 (A) In the event that the owner of a property containing a non-commercial farm seeks a
4 special exception to deviate ten percent (10%) or less from the Town's Unified Land
5 Development Code requirements, such special exception may be approved
6 administratively by the town administrator provided that the applicant has
7 demonstrated by competent substantial evidence that the administrative special
8 exception is warranted as set forth in Sec. 155-030 below

9 (B) Applications for an administrative special exception shall be made to the town
10 administrator. There shall be no fee for the application.

11 (C) The town administrator shall review the application and any supporting documents to
12 determine, in a quasi-judicial capacity, whether the applicant has demonstrated by
13 competent substantial evidence that the criteria set forth in Sec. 155-030 has been
14 satisfied and that an administrative special exception is warranted. Within twenty
15 (20) business days after the receipt of a complete and sufficient application, the town
16 administrator shall either grant the application or respond to the applicant in writing
17 the reason or reasons for denial. The decision shall be mailed by U.S. Mail to the
18 address indicated on the application, return receipt requested. Copies of the town
19 administrator's decision shall be provided to the town council and to the town
20 attorney. All approvals shall be placed into recordable form and shall only be valid
21 upon satisfaction of the requirements set forth in Section (E) below.

22 (D) If the applicant disagrees with the decision of the town administrator, the applicant
23 may file a non-administrative special exception for review by the town council as set
24 forth in Section 155-040 below. The town administrator's decision shall be made part
25 of the record.

26 (E) If the applicant is granted an administrative special exception, such special exception
27 shall remain valid until any of the following conditions occur: property ownership
28 changes; the agricultural use of a building or structure, for which a special exception
29 is granted, is converted to a nonagricultural use; or the noncommercial farm activity
30 ceases for sixty (60) days or more. Upon any of the preceding occurrences, the
31 administrative special exception shall be deemed to be immediately revoked, and the
32 improvements that were the subject of the special exception shall be in violation of
33 the chapter until they are brought into compliance with the height, setback, and/or
34 plot coverage standards from which the special exception was granted. The property
35 owner shall execute a deed restriction acknowledging the terms of this subsection, in
36 a form and format approved by the town attorney, which shall be recorded, at the
37 applicant's expense, in the Public Records of Broward County Florida, prior to receiving
38 the administrative special exception. In the event that the town administrator
39 approves a setback reduction, the reduced side shall have a buffer consisting of an
40 opaque fence or wall, hedge or berm to a minimum height of six (6) feet.

41 **Sec. 155-030. Criteria for Administrative Non-commercial Farm Special**
42 **Exception**

- 1 (A) To grant an administrative non-commercial farm special exception, the town
2 administrator must find that the applicant has demonstrated by competent
3 substantial evidence that it satisfies the following criteria:
- 4 (1) The application relates to a "non-commercial farm", as defined by Section 010-030
5 of the Town's Unified Land Development Code.
- 6 (2) The Town's ULDC inordinately prohibits, restricts, or limits a generally accepted
7 farming practice;
- 8 (3) That the administrative special exception proposed is the minimum that will make
9 possible the reasonable use of the property as a non-commercial farm;
- 10 (4) That the granting of the administrative special exception will not negatively impact
11 the neighboring properties.

12 **Sec. 155-040. Non-commercial Farm Special Exception Procedure**

- 13 (A) In the event that the owner of a property that contains a non-commercial farm seeks
14 a special exception to deviate more than ten percent (10%) from the Town's Unified
15 Land Development Code requirements, or in the event that an administrative non-
16 commercial farm special exception has been denied, a special exception may be
17 approved by the town council, in a quasi-judicial capacity, provided that the
18 applicant has demonstrated by competent substantial evidence that the special
19 exception is warranted as set forth in Sec. 155-50 below.
- 20 (B) Applications for a special exception shall be made to the town administrator. The
21 town administrator shall confirm the sufficiency of all applications within ten (10)
22 business days of receipt. Completed applications will be scheduled to be heard at
23 the next available regularly scheduled council meeting as a quasi-judicial item.
24 There shall be no cost for the application, however the applicant shall reimburse the
25 Town its cost for advertising the item. In the event that the town has other public
26 hearing items on the agenda, the applicant shall solely pay the amount necessary
27 to cover the cost of the additional copy. In the event that there are no public hearing
28 items on an the agenda, the applicant shall have the option of paying the full cost
29 of the advertisement or waiting for the next regularly scheduled council meeting
30 containing advertised public hearing items.
- 31 (C) The application shall be heard in accordance with the town's rules for quasi-
32 judicial procedures. The town council shall review the application, supporting
33 documents, and testimony received to determine whether the applicant has
34 demonstrated by competent substantial evidence that the criteria set forth in Sec.
35 155-050 has been satisfied and that an administrative special exception is
36 warranted. The town council may deny the special exception, may approve the
37 special exception, may approve the special exception with conditions, or it may table
38 the item in order to obtain additional information. All final decisions of the town
39 council shall be recorded, at the applicants expense, in the Public Records of
40 Broward County, Florida. All approvals or approvals with conditions shall only be
41 valid upon satisfaction of the requirements set forth in Section (D) below.

1 (D) If the applicant is granted a special exception or a special exception with conditions,
2 such special exception shall remain valid until any of the following conditions occur:
3 property ownership changes; the agricultural use of a building or structure, for which
4 a special exception is granted, is converted to a nonagricultural use; or the
5 noncommercial farm activity ceases for sixty (60) days or more. Upon any of the
6 preceding occurrences, the administrative special exception shall be deemed to be
7 immediately revoked, and the improvements that were the subject of the special
8 exception shall be in violation of the chapter until they are brought into compliance
9 with the height, setback, and/or plot coverage standards from which the special
10 exception was granted. The property owner shall execute a deed restriction
11 acknowledging the terms of this subsection, in a form and format approved by the
12 town attorney, which shall be recorded, at the applicant's expense, in the Public
13 Records of Broward County Florida, prior to receiving the special exception. In the
14 event that the town council approves a setback reduction, the reduced side shall
15 have a buffer consisting of an opaque fence or wall, hedge or berm to a minimum
16 height of six (6) feet.

17 **Sec. 155-050. Criteria for Non-commercial Farm Special Exception**

18 (A) To grant a non-commercial farm special exception, the Town Council must find that
19 the applicant has demonstrated by competent substantial evidence that it satisfies
20 the following criteria:

- 21 (1) The application relates to a "non-commercial farm", as defined by Section 010-
22 030 of the Town's Unified Land Development Code; and
23 (2) The Town's ULDC inordinately prohibits, restricts, or limits a generally accepted
24 farming practice; and
25 (3) That the administrative special exception proposed is the minimum that will
26 make possible the reasonable use of the property as a non-commercial farm;
27 and,
28 (4) That the granting of the administrative special exception will not negatively
29 impact the neighboring properties.

30 **Sec. 155-060. Denial of Non-commercial Farm Special Exceptions & Appeals**

31 (A) Whenever the town council has taken action to reject a non-commercial farm special
32 exception, the town council shall not consider any further requests for a non-
33 commercial farm on any part of the same property for a period of twelve (12) months
34 from the date of such action (or date of any final court order denying the non-
35 commercial farm special exception).

36 (B) An appeal from a decision of the town council shall be as provided by law.

37 **Sec. 155-070. Existing structures.**

38 (A) Any nonresidential farm building or farm structure on a non-commercial farm that
39 had obtained a town farm certification and/or was constructed pursuant to Section

1 604.50, Florida Statutes, prior to July 1, 2013, which nonresidential farm building
2 or farm structure is not in compliance with ULDC regulations governing plot
3 coverage, height or setbacks, shall enjoy relief from such regulations without the
4 need to apply for a special exception, subject to the requirements in subsections
5 (B) and (C).

6 (B) In order to qualify for such relief, the property owner shall submit information to
7 the town administrator on a standard form to be prepared by the town
8 administrator, as to the farm buildings and farm structures for which relief is
9 required, and the extent of noncompliance with the ULDC requirements, and shall
10 execute a deed restriction acknowledging the terms of subsection (C) by June 30,
11 2015. The deed restriction shall be in a form and format approved by the town
12 attorney, which shall be recorded, at the applicant's expense, in the Public Records
13 of Broward County Florida. Failure of a property owner to comply with the
14 requirements of this subsection shall cause any noncompliant nonresidential farm
15 building or farm structure on a non-commercial farm, to be in violation of the
16 ULDC.

17 (C) Upon compliance with subsection (B), relief from plot coverage, height and/or
18 setback requirements shall remain in effect until there is a change in property
19 ownership, the agricultural use of the building or structure changes to a
20 nonagricultural use, or the non-commercial farm activity ceases for sixty (60)
21 days or more. Upon any of the preceding occurrences, the improvements that
22 were the subject of the ULDC relief shall be in violation of the chapter until they
23 are brought into compliance with the applicable ULDC height, setback, and/or
24 plot coverage regulations.
25

26 **Section 2.** Article 10 of the Town's Unified Land Development Code entitled
27 "Definition of Terms", Section 010-030 shall be amended as follows (new text is
28 underlined and deleted text is stricken):

29

30 *Farm.* The term "farm" means the land, buildings, structures, support facilities,
31 machinery, and other appurtenances used in the production of farm and agricultural
32 products when such land is classified agricultural pursuant to F.S. § 193.461(3)(b), as
33 may be amended from time to time. ~~or has been determined to be a farm pursuant to~~
34 ~~administrative determination by the town administrator, or a final determination of the~~
35 ~~town council in accordance with article 155, "Administrative Farm Claim Determinations."~~

36 *Non-commercial Farm.* The term "non-commercial farm" means the use of a
37 property for bona fide agricultural purposes, that fails to meet the requirements of F.S. §
38 193.461(3)(b), as may be amended from time to time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

Section 4. Severability. If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any Court determines that this Ordinance, or any portions hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstances(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 5. Inclusion in Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made part of the Town of Southwest Ranches Unified Land Development Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this 23rd day of October, 2014 on a motion by Council Member Breitkreuz and seconded by Council Member Fisikelli .

PASSED AND ADOPTED ON SECOND READING this 13th day of November, 2014 on a motion by _____ and seconded by _____.

Nelson	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____	Absent	_____
Jablonski	_____		
McKay	_____		

[Signatures on next page]

Jeff Nelson, Mayor

ATTEST:

1
2 _____
3 Russell Muñiz, MMC, Town Clerk

4
5 Approved as to Form and Correctness:
6
7 _____
8 Keith Poliakoff, Town Attorney

9 111975531.1

This page
intentionally left blank



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitzkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andy Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell Muniz, CMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

TOWN COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Council

THRU: Andy Berns, Town Administrator

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

DATE: October 16, 2014

SUBJECT:

- 1. Ordinance amending the Land Development Code to create a “Noncommercial Farm” use classification and associated regulations.**
- 2. Ordinance amending the Land Development Code to establish procedures for granting zoning relief to Noncommercial Farms.**

RECOMMENDATION

Consideration of the proposed ordinance on first reading.

ISSUE

A change in state law eliminated exemptions from zoning and building code requirements that many agricultural properties in the Town previously enjoyed. The intent of the proposed ordinances is to provide a measure of relief to properties that were previously classified as “farms” under state law, as well as new, noncommercial (i.e. hobby farm) agricultural endeavors.

BACKGROUND

In July, 2013 the Florida Legislature narrowed the definition of “farm” to exclude agricultural operations that do not have an agricultural property tax exemption from the county property appraiser. The effect of this change in state law is that many agricultural properties in Southwest Ranches no longer qualify as farms. The legislature made no provision for grandfathering nonresidential farm structures (“farm structures”) that were built legally under the state zoning preemption for farms, yet are now declassified as farms and no longer exempt from zoning. As a result, many agricultural properties have structures that are illegal because they do

not comply with one or more of the Town's zoning regulations. Additionally, property owners who wish to engage in small-scale agricultural activities for personal purposes (hobby farms) may be limited in their pursuit by zoning restrictions such as minimum setback requirements and maximum plot coverage and height restrictions.

ANALYSIS

Staff has proposed two ordinances to address the changes in state law. The first ordinance creates a new use classification called "noncommercial farms", which are hobby farms and other agricultural uses that do not qualify for a property tax exemption. The ordinance amends each provision in the land development code that applies to farming in order to clarify whether the regulation applies to AG-exempt commercial farms ("farms") or to noncommercial farms. The table on the following page identifies how the various farm-related provisions would be amended by the two proposed ordinances. It is noted that the Land Development Code, as currently written, mostly treats farms as a single category of use, but does make distinctions in some cases between farms that are agriculturally exempt from property taxes and those with only the more liberally issued Town farm designation.

The second ordinance repeals Article 155 and replaces it in its entirety with a new Article 155. The existing Article 155 establishes the procedures for making town farm determinations and granting waivers to nonresidential farm structures for setbacks, plot coverage and height when necessary for farming. The proposed replacement provisions are geared strictly toward noncommercial farms, since the town's farm determination program is no longer applicable under state law. The new provisions establish procedures and criteria for granting "special exceptions" (waivers) to allow noncommercial, nonresidential farm structures to encroach into required yards, exceed plot coverage limitations or exceed height limits if, and only if, the town administrator (for requests that don't exceed a 10% waiver) or town council (for requests that exceed a 10% waiver) find that the applicable code requirement would unduly limit a bona fide agricultural activity if the special exception were not granted. All special exceptions would become null and void if the property changes ownership and the new owner does not apply for a special exception; if the structure is converted to a nonagricultural use; and if the agricultural use of the property ceases for a period of 60 days.

The second ordinance also provides a grandfathering procedure for agricultural structures that were not built in compliance with zoning regulations, but were exempt from same at the time because they were on property classified as a farm under state law. The grandfathering will expire under the same conditions that would cause a special exception to expire. Both special exceptions for new agricultural structures and the grandfathering provisions for existing structures require that the property owner execute and record a deed restriction that acknowledges the terms under which the relief will become null.

Fiscal Impact N/A

Staff Contact Jeff Katims, AICP, CNU-A, Assistant Town Planner

Summary of Changes Proposed by the Two Farm Ordinances

Code Section	Existing Regulation	Proposed Change
015-80(A)	General reference to exceptions in code for properties with town farm designation.	[HOUSEKEEPING] Deletes reference to town farm designation, leaving only the term "farm".
015-80(B)	This provision was added by the "roof eaves" ordinance. Requires property owners with nonconforming "farm" structures due to the loss of Farm Act protection to execute a deed restriction limiting the building to agricultural use only.	Coordinates this provision with the proposed deed restriction requirements in Article 155.
015-90(B)	References "town farm designation."	[HOUSEKEEPING] Eliminates the reference to town farm designation.
045-30(D)(6)	Allows one truck body as an accessory structure on plots with a town farm designation but no AG exemption.	Deleted in its entirety. **An alternative would be to allow them by special exception of the council only per the proposed procedures in Article 155.
045-30(J)(1)	Allows farms to display and sell crops and plants grown onsite.	Clarifies that this applies both farms and noncommercial farms.
045-30(J)(2)	Allows nurseries to display and sell accessory items (tools, mulch, etc.).	Limits display and sales of such items to nurseries that are farms only.
045-30(L)	Exempts farmland from landscape code requirements.	Clarifies that both agricultural portions of both farms and noncommercial farms are exempt from landscape code requirements.
045-80(A)(3)	Allows farms to apply for waiver of plot coverage limitation.	Clarifies that noncommercial farms can apply for such a waiver. **Same change made to 060-70(A)(1) for noncommercial farms in the CF District**
045-90	Allows farms to apply for waiver of height limitation.	Clarifies that noncommercial farms can apply for such a waiver. .**Same change made to 060-80 for noncommercial farms in the CF District**
045-100(A)-(C)	Allows farms to apply for waiver of setback requirements.	Clarifies that noncommercial farms can apply for such a waiver. **Same change made to 060-020(G)(6) for noncommercial farms in the CF District**
070-50(D)(3)	Exempts signs on farms from permits	Limits the exemption to signs that pertain to farm activities, and extends the exemption to noncommercial farms provided building code does not require a permit.
070-90(A)	Establishes permitted farm sign specifications	Establishes separate permitted sign specifications for noncommercial farms.
010-30	Defines "farm"	[HOUSEKEEPING] Updates statutory reference and deletes reference to town farm determination.
010-30		Defines "noncommercial farm"
Article 155	Establishes procedures for granting town farm designations, and for granting zoning waivers for farm structures.	Repeals Article 155 in its entirety and replaces it with procedures for granting special exceptions (waivers) for noncommercial farm structures, and addresses the disposition of structures on lots that used to be farms under state law, but are no longer, and which do not comply with zoning regulations.

This page
intentionally left blank

1 with Section 604.50, Florida Statutes, as may be amended from time to time, or
2 which no longer meets the legal requirements of Section 604.50, Florida Statutes,
3 as may be amended from time to time, is required to comply with the procedures
4 and requirements of Sec. 155-070, "Existing structures", shall, prior to the issuance
5 of any permit, and in no event later than June 30, 2015. Such compliance shall
6 include, but may not be limited to, recording a deed restriction in the Public
7 Records of Broward County, Florida, in a form and format approved by the Town
8 Attorney, restricting the use of the noncommercial, nonresidential farm buildings
9 and/or ~~roofed~~ farm structures to bona fide agricultural purposes, and
10 acknowledging the requirements as contained in Subsec. 155-070 (C) ~~farm~~
11 purposes, in accordance with Section 823.14, Florida Statutes, as may be amended
12 from time to time. Such deed restriction shall be removed in the event that the
13 noncommercial, nonresidential farm buildings and/or ~~roofed~~ farm structure has
14 been legally converted to an alternative use in accordance with this chapter.
15

16 Sec. 015-090. - Prohibited accessory structures.

17 * * * *

18
19 (B) Truck bodies shall be prohibited in all zoning districts as accessory structures except
20 as provided in section 045-030(D) for ~~plots with a town farm~~ plots with a town farm designation and/or
21 classification as agricultural exempt by the county property appraiser's office, and
22 also provided that properties owned or used by the town are exempt from this
23 prohibition.
24

25 **Section 2.** That article 45 of the ULDC entitled, "Agricultural and rural districts" is
26 hereby amended as follows:

27 Sec. 045-030. - General provisions.

28 The following general requirements shall apply in all agricultural and rural districts:

29 * * * *

30 (D) *Miscellaneous storage.*

31 * * * *

32 (4) One (1) shipping container not exceeding twenty-seven hundred (2,700)
33 cubic feet capacity and nine and one-half (9½) feet in height (typically forty
34 (40) feet long and eight (8) feet wide) may be kept on a plot as an accessory
35 storage structure regardless of plot size; provided that plots with a current
36 agricultural exempt classification from the county property appraiser's office
37 are permitted a total of two (2) containers for agricultural use on a minimum

Underlined language is new and ~~stricken~~ language is deleted

1 five (5) net acres, and a total of three (3) containers for agricultural use on
2 seven and one-half (7½) or more acres. Containers shall not be stacked.
3 Shipping containers shall be subject to all required yard and setback
4 requirements, and shall be screened from view of adjacent properties and
5 rights-of-way.

6 (5) One (1) truck body may be kept on a plot with a current classification of
7 agricultural exempt from the county property appraiser's office, as an
8 accessory storage structure, in lieu of each shipping container permitted in
9 subsection (D)(4) of this section, subject to all required yard and setback
10 requirements, and provided the truck bodies are screened from the view of
11 adjacent properties and rights-of-way. Truck bodies must be registered to
12 the property owner of the plot upon which they are placed, except for
13 operable semitrailers with a valid motor vehicle tag and registration that are
14 periodically removed and replaced when new supplies are delivered.

15 ~~(6) One (1) truck body may be kept on a plot without a classification of~~
16 ~~agricultural exempt from the county property appraiser's office, provided:~~

17 ~~a. The plot has a current town farm designation;~~

18 ~~b. That the truck body is used exclusively for the storage of feed accessory~~
19 ~~to the keeping, breeding or boarding of horses or other farm animals;~~
20 ~~and~~

21 ~~c. That all of the requirements of subsection (D)(5) of this section shall~~
22 ~~apply.~~

23 (6)(7) Nothing herein shall preclude the temporary storage of shipping
24 containers or tractor trailers as an accessory use to a developed plot within
25 the CF district, having loading dock facilities designed for semitrailer
26 deliveries, which facility is collecting goods for the distribution to the needy
27 or for individuals recovering from a natural disaster. Notwithstanding the
28 aforesaid, the number of containers or trailers, in aggregate, shall not exceed
29 five (5) at any given time. Said containers and/or trailers shall not exceed
30 twenty-seven hundred (2,700) cubic feet capacity and nine and one-half
31 (9½) feet in height.

32 (7)(8) Nothing herein shall preclude the use of shipping containers and/or truck
33 bodies on property owned or used by the town.

34 (8)(9) All feed stored, accumulated, or kept shall be kept and stored in a rat-free
35 and rat-proof structure or container.

36 * * * *

37 *(J) Farm, plant and tree nursery on-site display and sales (commercial and*
38 *noncommercial).*

- 1 (1) On-premise sales and display for farms and non-commercial farms are limited
2 to crops or plants grown or cultivated on the plot where they are being sold.
- 3 (2) On-premise sales and display for nurseries that are farms are limited to plants
4 grown or cultivated on the plot where they are being displayed or sold, and
5 to accessory on-premise sales and display of related landscaping materials
6 that are customarily incidental to such plant sales and display, and that are
7 an integral part of the landscape or hardscape, or are tools used to install
8 landscaping and hardscaping. The display of incidental landscape materials
9 must be screened from the view of adjacent streets and properties.
- 10 a. By way of example, the following are classified as incidental materials:
11 stepping stones, river rocks, railroad ties, ponds, mulch, topsoil, fertilizer,
12 and tree-bracing kits.
- 13 b. By way of example, the following are not incidental materials: lawn
14 furniture, including benches and picnic tables, gazebos, decorative
15 fountains, statues, recreational and playground equipment, pools and
16 hot tubs, household goods, and rugs.

17 * * * *

18 (L) *Landscaping*. Except for portions of plots used for farm or non-commercial farm
19 operations, installation and maintenance of landscaping shall be subject to
20 compliance with article 75, "Landscaping Requirements."

21 * * * *

22 Sec. 045-080. - Plot coverage, floor area ratio and pervious area.

23 (A) The combined area occupied by all buildings and roofed structures shall not exceed
24 twenty percent (20%) of the area of a plot in A-1, A-2, and RE districts, and ten
25 percent (10%) of the area of a plot area in the RR district less any public or private
26 street right-of-way, except as follows:

27 * * * *

28 (3) The aforesaid limitations shall not apply to farm buildings used for growing
29 plants, including, but not limited to, shade houses, greenhouses, and
30 hydroponics nurseries. To the extent that a noncommercial farm applicant
31 needs to exceed the plot coverage, the ~~farm~~ applicant must follow the review
32 procedures set forth in article 155, "~~Administrative Farm Claim Determinations~~
33 Non-commercial farm special exceptions." The non-commercial farm applicant
34 must demonstrate that the requirement prohibits, restricts, or otherwise limits
35 a generally accepted farming practice.

36 * * * *

Underlined language is new and ~~stricken~~ language is deleted

1 Sec. 045-090. Height.

2 No building or structure, or part thereof, shall be erected or maintained to a height
3 exceeding thirty-five (35) feet, except as permitted by section 015-030, "Exclusions from
4 height limits," and article 40, "Telecommunications Towers and Antennas." To the extent
5 that a non-commercial farm applicant needs to exceed the maximum height, the farm
6 applicant must follow the review procedures set forth in article 155, "~~Administrative Farm
7 Claim Determinations~~ Non-commercial farm special exceptions." The non-commercial
8 farm applicant must demonstrate that the requirement prohibits, restricts, or otherwise
9 limits a generally accepted farming practice.

10 Sec. 045-100. - Required yards.

11 All plots in agricultural and rural districts shall maintain yards for all buildings,
12 structures and accessory uses not less than the following, except as provided in section
13 015-100, "Yard encroachments":

14 (A) *Yard footage requirements for non-commercial farms.* Any building or roofed
15 structure, pen or coop or fish breeding tank used for the shelter, housing or
16 keeping of animals, birds, fowl, poultry or fish shall be subject to a fifty (50) foot
17 yard requirement, including veterinary clinics, veterinary hospitals, and kennels.
18 To the extent that a non-commercial farm applicant needs to decrease the yard,
19 the non-commercial farm applicant must follow the review procedures set forth
20 in article 155, "~~Administrative Farm Claim Determinations~~ Non-commercial farm
21 special exceptions." The noncommercial farm applicant must demonstrate that
22 the requirement prohibits, restricts, or otherwise limits a generally accepted
23 farming practice. If a noncommercial farm is granted a yard reduction, it shall
24 have a buffer consisting of an opaque fence or wall, hedge or berm to a minimum
25 height of six (6) feet.

26 (B) *Front yard.* A front yard of at least fifty (50) feet must be provided. To the extent
27 that a non-commercial farm applicant needs to reduce the yard, the non-
28 commercial farm applicant must follow the review procedures set forth in article
29 155, "~~Administrative Farm Claim Determinations~~ Non-commercial farm special
30 exceptions." The non-commercial farm applicant must demonstrate that the
31 requirement prohibits, restricts, or otherwise limits a generally accepted farming
32 practice.

33 (C) *All other yards.* On all remaining sides of any plot or portion thereof, there shall
34 be a yard of at least twenty-five (25) feet. To the extent that a non-commercial
35 farm applicant needs to decrease the required yard, the noncommercial farm
36 applicant must follow the review procedures set forth in article 155,
37 "~~Administrative Farm Claim Determinations~~ Non-commercial farm special
38 exceptions." The noncommercial farm applicant must demonstrate that the
39 requirement prohibits, restricts, or otherwise limits a generally accepted farming

Underlined language is new and ~~stricken~~ language is deleted

1 practice. If a noncommercial farm is granted a yard reduction, it shall have a
2 buffer consisting of an opaque fence or wall, hedge or berm at a minimum height
3 of six (6) feet.

4 (D) *Minimum separation.* The minimum separation for all dwellings and nonfarm
5 buildings and roofed structures shall be ten (10) feet. There shall be no minimum
6 separation between detached farm buildings or structures on a single plot, or
7 portion thereof, occupied by a farm.

8 **Section 3.** That article 60 of the ULDC entitled, "Community facility district" is
9 hereby amended as follows:

10 * * * *

11 Section 060-020. General provisions.

12 * * * *

13 (G) *Required yards and plot dimensions.*

14 * * * *

15
16 (6) Any building or roofed structure, pen or coop or fish breeding tank used for the
17 shelter, housing, or keeping of animals, birds, fowl, poultry or fish shall be located
18 not less than fifty (50) feet from any plot line. To the extent that a non-
19 commercial farm applicant needs to decrease the required yard, the non-
20 commercial farm applicant must follow the review procedures set forth in article
21 155, "~~Administrative Farm Claim Determinations~~ Non-commercial farm special
22 exceptions." The farm applicant must demonstrate that the requirement
23 prohibits, restricts, or otherwise limits a generally accepted farming practice. If a
24 non-commercial farm is granted a yard reduction it shall have a buffer consisting
25 of an opaque fence or wall, hedge or berm to a minimum height of six (6) feet.

26 * * * *

27 Sec. 060-070. - Plot coverage, floor area ratio and pervious area.

28 (A) *Maximum plot coverage.* Properties that have a community facilities land use plan
29 designation and had a zoning designation of I-1 prior to May 9, 2002, shall have a
30 maximum plot coverage of thirty-five (35) percent. All other properties shall be limited
31 to the plot coverage allowed in the most restrictive of the abutting zoning districts.

32 (1) The plot coverage limitation shall not apply to any buildings used for growing
33 plants, including, but not limited to, shade houses, greenhouses, and hydroponics
34 nurseries. To the extent that a non-commercial farm applicant needs to exceed
35 the maximum plot coverage, the non-commercial farm applicant must follow the
36 review procedures set forth in article 155, "~~Administrative Farm Claim~~

Underlined language is new and ~~stricken~~ language is deleted

1 Determinations Non-commercial farm special exceptions." The non-commercial
2 farm applicant must demonstrate that the requirement prohibits, restricts, or
3 otherwise limits a generally accepted farming practice.

4 * * * *

5 Sec. 060-080. - Height.

6 The maximum height of buildings and structures (except telecommunication towers
7 and antennas) is thirty-five (35) feet, except that nonhabitable structures within
8 cemeteries shall not exceed twenty (20) feet in height. To the extent that any non-
9 commercial farm applicant needs to exceed the maximum height, the non-commercial
10 farm applicant must follow the review procedures set forth in article 155, "Administrative
11 Farm Claim Determinations Non-commercial farm special exceptions." The non-
12 commercial farm applicant must demonstrate that the requirement prohibits, restricts, or
13 otherwise limits a generally accepted farming practice.

14

15 * * * *

16 **Section 4.** That article 70 of the ULDC entitled, "Sign regulations" is hereby
17 amended as follows:

18 * * * *

19 Sec. 070-050. – Sign permits.

20 * * * *

21 (D) *Permit requirement exceptions.* Permits shall not be required for the following
22 signs:

23 (1) Public service signs;

24 (2) Traffic control signs;

25 (3) Any sign on a farm that pertains to farm activities; and any sign on a plot, or
26 portion of a plot, used as a noncommercial farm and pertaining to farm
27 permitted agricultural activities, provided that a building permit is not required
28 under the building code when such plot, or portion of plot has been determined
29 to be a farm according to article 155, "Administrative Farm Claim
30 Determinations," where the sign is located.

31 * * * *

Underlined language is new and ~~stricken~~ language is deleted

1 Sec. 070-090. - Permitted permanent signs.

2 * * * *

3 Signs specified in Table 70-2 shall be permitted, subject to limitations contained in
4 section 070-080, "Basic design schedule for nonresidential signs," and subject to the
5 following additional limitations and requirements:

6 (A) *Agricultural uses* ~~(farms)~~.

7 (1) Farms. One (1) non-illuminated identification sign, which may be double-faced,
8 not to exceed thirty-two (32) square feet in area per side and related to farm
9 activities on the plot or portion thereof, shall be permitted on the portion of any plot
10 occupied by a farm or principal agricultural use. It is specifically recognized that any
11 structure which would otherwise constitute a billboard, shall be subject to all
12 conditions, restrictions and prohibitions applicable to billboards set forth within this
13 ULDC.

14 (2) Non-commercial farms.

15 (a) One (1) non-illuminated identification sign, which may be double-faced,
16 identifying the name of the non-commercial farm shall be permitted on the
17 portion of any plot occupied by a non-commercial farm, not to exceed twelve
18 (12) square feet in area and five (5) feet in height along arterial and collector
19 road frontages, and not to exceed eight (8) square feet in area and four (4) feet
20 in height along all other road frontages. The standards for sign area in Table 70-
21 1 shall not apply.

22 (b) One (1) non-illuminated sign, which may be double-faced, is permitted for the
23 advertising of the non-commercial farm activities offered on the premises, limited
24 to six (6) square feet on arterial and collector road frontages and three (3)
25 square feet on all other road frontages, not to exceed four (4) feet in height
26 along any frontage. Said signage may be incorporated onto the identification
27 sign in lieu of a second sign, in which case the permitted area of the single sign
28 shall be the sum of the permitted identification and product/service signage
29 allowance. Such signage shall be approved by the town administrator to verify
30 such non-commercial farm activities, at no cost to the applicant.

31 (c) The signage permitted in this subsection for non-commercial farms shall be in
32 lieu of the identification signage allowance for single-family homes set forth in
33 subsection (F).

34 (32) Incidental signs.

35 * * * *

36 **Section 5.** That article 10 of the Town’s Unified Land Development Code
37 entitled, "Definition of terms", section 010-030 shall be amended as follows:

38 * * * *

Underlined language is new and ~~stricken~~ language is deleted

1 *Farm.* The term "farm" means the land, buildings, structures, support facilities,
2 machinery, and other appurtenances used in the production of farm and agricultural
3 products when such land is classified agricultural pursuant to F.S. § 193.461(3)(b), as
4 may be amended from time to time, ~~or has been determined to be a farm pursuant to~~
5 ~~administrative determination by the town administrator, or a final determination of the~~
6 ~~town council in accordance with article 155, "Administrative Farm Claim Determinations."~~

7 * * * *

8 *Non-commercial Farm.* The term "non-commercial farm" means the use of a
9 property for bona fide agricultural purposes, that fails to meet the requirements of F.S. §
10 193.461(3)(b), as may be amended from time to time.

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

14 **Section 7.** Severability. If any portion of this Ordinance is determined by any
15 Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect
16 the validity of the remainder of this Ordinance. If any Court determines that this
17 Ordinance, or any portions hereof, cannot be legally applied to any individual(s),
18 group(s), entity(ies), property(ies), or circumstances(s), such determination shall not
19 affect the applicability hereof to any other individual, group, entity, property, or
20 circumstance.

21 **Section 8.** Inclusion in Code. It is the intention of the Town Council that the
22 provisions of this Ordinance shall become and be made part of the Town of Southwest
23 Ranches Unified Land Development Code; and that the sections of this Ordinance may
24 be renumbered or relettered and the word "ordinance" may be changed to "section,"
25 "article," or such other appropriate word or phrase in order to accomplish such intentions.

26 **Section 9.** Effective Date. This Ordinance shall be effective immediately upon its
27 adoption.

28 **PASSED ON FIRST READING** this ____ day of _____, 2014 on a motion
29
30 by _____ and seconded by _____.

31
32 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
33
34 2014 on a motion by _____ and seconded by _____.

35
36
Underlined language is new and ~~stricken~~ language is deleted

1 Nelson Ayes
2 Breitkreuz Nays
3 Fisikelli Absent
4 Jablonski
5 McKay

6
7 [Signatures on next page]
8
9

10 _____
11 Jeff Nelson, Mayor
12

13 ATTEST:

14
15 _____
16 Russell Muñiz, MMC, Town Clerk
17

18 Approved as to Form and Correctness:

19
20 _____
21 Keith Poliakoff, Town Attorney

22 11112434.1

Underlined language is new and ~~stricken~~ language is deleted



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Clete J. Saunier, P.E., Public Works Director

DATE: October 8, 2014

SUBJECT: **Award of Continuing Contracts for Professional Engineering Services to Erdman Anthony, Craig Smith and Associates, and Keith and Associates, Inc.**

Recommendation

Staff recommends approving the Selection and Negotiation Committee's selection of Erdmann Anthony, Craig Smith and Associates, and Keith and Associates, Inc. for Professional Engineering Services as outlined in the Request for Letters of Interest (RLI) # 14-007.

Background

Continuing contracts with engineering firms are needed for ongoing capital improvement and transportation projects within the Town. Therefore, the Town advertised a Request for Letters of Interest (RLI) # 14-007 for a Continuing Contract for Professional Engineering Services. On August 6, 2014, the Town of Southwest Ranches received four (4) submittals to its Request for Letters of Interest (RLI) relating to "A Continuing Contract for Professional Engineering Services". In accordance with the terms of the solicitation and the Town's Procurement Code, the Selection Committee (SC) reviewed the four (4) submittals based on their presentations and the Evaluation Criteria listed in the RLI. The SC ranked the highest scoring firms on the basis of the RLI Evaluation Criteria generally based upon firm qualifications, staffing plans and project control experience. The SC is recommending an award to the following three (3) firms:

- Erdman Anthony
- Keith and Associates
- Craig Smith and Associates

Fiscal Impact

Firms will be used on an as-needed basis and will be authorized via Purchase Orders and in accordance with Town purchasing policy guidelines to not exceed the approved budgetary appropriations. Funding has been appropriated within the 2015 Municipal Transportation Fund account #101-5100-541-31010 and within various other Capital Improvement Projects.

Staff Contact

Clete Saunier, P. E., Public Works Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION AND NEGOTIATION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CRAIG A. SMITH & ASSOCIATES, INC., ERDMAN ANTHONY OF FLORIDA INC., AND KEITH AND ASSOCIATES, INC.; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2014, the Town advertised a Request for Letters of Interest (RLI) # 14-007 for a Continuing Contract for Professional Engineering Services; and

WHEREAS, on August 6, 2014, the Town received four (4) responses to the advertisement; and

WHEREAS, on October 1, 2014, after hearing presentations from the four firms, the Town's Selection and Negotiation Committee, has recommended that the Town should enter into contracts with three selected firms to have three available options when seeking such services; and

WHEREAS, the three selected firms are Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc.; and

WHEREAS, the Town of Southwest Ranches desires to enter into a Continuing Contract with Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for Professional Engineering Services under the terms and conditions set forth therein.

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

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

Section 2. The Town Council hereby approves the Selection and Negotiation Committee's selection of Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for professional Engineering services as outlined in

the Request for Letters of Interest (RLI) # 14-007 attached hereto, and incorporated herein by reference, as Exhibit "A".

Section 3. The Town Council hereby approves a Continuing Contract with Craig A. Smith & Associates, Inc., Erdman Anthony of Florida, Inc., and Keith and Associates, Inc. for Professional Engineering Services as set forth in Composite Exhibit "B", which has been attached hereto and has been incorporated herein by reference.

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

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

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

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

Attest:

Russell Muniz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

**TOWN OF SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA**

**REQUEST FOR LETTERS OF INTEREST (RLI) FOR
“A CONTINUING CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES”**

RLI No. 14-007



**Deadline for Submittal and Opening Date/Time:
August 6, 2014/ 11:00 AM**

**Submit To: Juanita Romance, Procurement and
Special Projects Coordinator
13400 Griffin Road
Southwest Ranches, FL 33330-2628**

DATE PUBLISHED: June 20, 2014

REQUEST FOR LETTERS OF INTEREST

RLI No.14-007

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as Town, will receive Letters of Interest (RLI) together with the Proposer's Forms included herein and any other information relative to the qualifications, knowledge, experience, expertise or proficiency of the Proposer, at the office of Juanita Romance, Procurement and Special Projects Coordinator, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330-2628, for:

“A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES”

Pursuant to the Request for Letters of Interest (RLI), Town is soliciting interested individuals, firms and entities to submit qualifications statements, performance data and other information relative to the proposed engineering services in accordance with the Consultants Competitive Negotiation Act (C.C.N.A.) - Florida Statutes §287.055 and the Town's Procurement Code.

RLI shall be submitted in a sealed envelope clearly marked “RLI: A Continuing Contract for Professional Engineering Services” and must be received by the Procurement and Special Projects Coordinator, either by mail or hand delivery, no later than 11:00 a.m. local time on **Wednesday, August 6, 2014**. A public opening will take place at or after 11:00 a.m. in the Town's Grand Oaks conference room located at Town Hall on the same date. A submittal by facsimile or electronic mail (email) will not be accepted. Any RLI received after 11:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a RLI is received will be resolved against the Proposer.

Town reserves the right to reject any or all RLIs, to waive any or all non-material irregularities and technicalities, to re-advertise for RLIs, with or without changes in the scope of work, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interest of the Town.

This RLI is available on DemandStar, by email, hardcopy or the Town's website at www.southwestranches.org. To request a copy, contact:

Juanita Romance
Procurement and Special Projects Coordinator
Phone: 954-434-0008
Fax: 954-434-1490
Email: jromance@southwestranches.org

All questions related to this RLI shall be submitted in writing to: Juanita Romance, Procurement and Special Projects Coordinator, at jromance@southwestranches.org

TOWN OF SOUTHWEST RANCHES

Andrew D. Berns
Town Administrator

TABLE OF CONTENTS

<u>Description:</u>	<u>Page:</u>
Cover	
Request for Letters of Interest	2
Table of Contents	3
1. Instructions and Terms	
I. Request for Letters of Interest Procedure	4
Evaluation Criteria	5
II. Scope of Services	7
List of Potential Projects	9
III. RLI Submission Requirements	12
IV. Insurance	14
V. Indemnification	15
VI. Public Entity Crimes Information Statement	16
VII. Schedule of Events	17
VIII. Summary of Documents to be Submitted with the RLI	17
IX. Award of Contract	17
X. Term of Contract	18
XI. Public Records	18
XII. Bid Protest	18
2. Proposer's Forms	
• Offeror's Certification	20
• Proposer's Qualification Statement Form	24
• Sworn Statement on Public Entity Crimes Form	29
• Government Contact Information Form	32
• Subcontractors/sub-consultants List	33
• Acknowledgement of Addenda Form	34
• Drug Free Workplace	35
• Non-Collusive Affidavit	36
• Reference and Contact Information Questionnaire	37
• Certificate of Ability to Provide Required Insurance Coverage	38
• List of claims Against the Proposers Professionally Liability Coverage ...	39
• No Response Form	40
• Sample Work Authorization Form	42
3. Contract Form	

1. INSTRUCTIONS AND TERMS

I. REQUEST FOR LETTERS OF INTEREST PROCEDURE

Pursuant to the Request for Letters of Interest (RLI), TOWN is soliciting interested firms and entities to submit qualifications statements, performance data and other information relative to the professional engineering services described herein, and in accordance with the Consultants' Competitive Negotiation Act (C.C.N.A.) - Florida Statute § 287.055, and the Town's Procurement Code. Responses to this RLI will be evaluated by a Selection Committee appointed by the Town Administrator. Firms and entities, which do not provide the information requested or which fail to meet the minimum qualification criteria shall be disqualified from further consideration. This RLI is divided into three (3) sections:

1. Instructions and Terms,
2. Proposer's Forms, (Offeror's Certification, Qualification Statement, etc.), and
3. Contract Form

Any questions or requests for clarifications concerning this RLI shall be submitted in writing by facsimile or E-mail and directed to Ms. Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches FL, 33330; By Fax number (954) 434-1490; or E-mail address: jromance@southwestranches.org. The RLI number and title shall be referenced on all correspondence and in the subject section of the email. **All questions must be received no later than noon, Wednesday, July 30, 2014.** All responses to questions/clarifications, if deemed necessary by the TOWN, will be sent to all prospective bidders either electronically, in writing, by mail, by facsimile or in the form of an addendum, if applicable. No questions will be received verbally, and/or, after the deadline. Bidders are hereby notified that oral representations or discussions with the TOWN, including its staff or consultants, shall not be binding upon the TOWN.

Completed proposals shall be submitted by enclosing the completed Proposer's Forms and supporting information in a sealed envelope. The outside of the envelope shall positively identify the Proposer, the forms enclosed and the envelope clearly marked "RLI: A Continuing Contract for Professional Engineering Services." In accordance with the C.C.N.A. requirements, respondents shall **not** submit pricing proposals with their responses. The respondent is responsible for all costs associated with the preparation of the RLI response.

Staff will evaluate all written submissions received and will establish a "short list" for each discipline specified herein. The TOWN may request additional information if deemed necessary for this evaluation. Only information contained within the Respondent's written submissions (including additional information, if required) will be considered. Staff will then request brief presentations from short-listed firms as needed in order to complete their rankings.

Staff will present their findings and recommendations to the Town Council. The Town Council will review the committee's recommendations for the top ranked firm(s). If approved by Council, awards will be made to the top ranked firm(s). It is the intent of the Town to utilize any of the selected firms for each task, according to the Town's sole discretion.

When the need for services for a specific project occurs, the applicable Department's staff shall enter into negotiations with the selected firm for a Work Authorization, as provided for in the Continuing Contract, to cover the specific project.

At the conclusion of the negotiated Work Authorization, staff will process the authorization in accordance with Town Procurement Policy and Procedures for issuance of a purchase order to the firm(s) for the agreed upon project fees.

In cases of immediate need, specialization, availability or other reasons the Town deems to be in its best interest, the Town reserves the right to select any one of the firms for the specific task. The Town shall be the sole and final judge in determining immediate need, specialization, availability or best interest.

In the event that any or all of the successful Respondent's contracts are terminated or canceled for any reason, the Town reserves the right to cancel the entire RLI, or any part thereof, whichever is in the best interest of the Town.

EVALUATION CRITERIA

The following criteria, not necessarily listed in order of importance, will be used to evaluate the submissions. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet.

Firm Qualifications

1. Respondent's qualifications, including number of years in business, credentials and licenses.
2. The number of projects completed in South Florida that are of similar size and scope for the specific task(s) for which the Respondent is submitting their qualifications.
3. Respondent's references and past performance record on municipal projects of similar size and scope completed in South Florida for the specific task(s) for which the Respondent is submitting their qualifications.
4. Respondent's familiarity with applicable development codes, permitting agencies, permit applications and permitting procedures (as applicable).

Staffing Plan

1. Respondent's in-house expertise for all related disciplines.
2. Ability of the Respondent's personnel, resources, facilities and equipment to perform and successfully complete the specific task(s) for which the Respondent is submitting its qualifications.

3. Resumes and relevant background information for the Respondent’s key personnel (owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will be directly or indirectly involved for the tasks specified herein.
4. Respondent’s ability to provide qualified staff knowledgeable with all applicable development codes, permitting procedure and standards and requirements of other governmental agencies (as applicable).
5. Respondent’s ability to provide accurate construction cost estimates and value engineering (as applicable).

Project Control Experience

1. Respondent’s ability to provide schedule controls, cost control and quality control for the tasks specified herein.
2. Respondent’s demonstrated ability and approach to handle the various tasks specified herein on a fast track or an expedited basis.
3. Respondent’s availability to begin the tasks specified herein and the Respondent’s availability to continue the Work on an on-going basis, as specified herein.
4. Respondent’s ability to produce, maintain, review, comment on and interpret a comprehensive Critical Path Method (CPM) project construction schedule (as applicable).

After review of all submissions, the Selection Committee will shortlist and schedule interviews and presentations with the firms if required. During the shortlisting of firms, the Town shall consider such factors as:

		Points Range
A.	Qualifications	30
B.	Knowledge, Skills, Professional ability	20
C.	References	10
D.	Willingness to meet time and budget requirements	5
E.	Location of office	5
F.	Experience	15
G.	Quality of submittal	5
H.	Recent, current and projected workloads of the firms	10
	Total Possible Points	100

NOTE: Proposals should be prepared to clearly address the Evaluation Criteria as well as any and all other information required by this RLI.

After firms are shortlisted, those firms will be notified by telephone and/or email within 24 hours, followed up by letter, and advised of date, time, and location of interview and/or presentation. After interviews and presentations (if required), each voting member will indicate their choice of firms in order of preference. The selection of one or more consultants should not

be interpreted as an exclusive or contractual obligation on the part of the Town to have the selected firms perform all or any of these services. The Town reserves the right to assign any of these services to other consultants or the Town's own personnel, when in the Town's sole judgment, it deems it appropriate. Any department within the Town may avail itself of these services. The Town shall select no more than three (3) firms and enter into negotiations with them for professional services at compensation which the Town determines is fair, competitive, and reasonable to establish an agreement to be executed by the Town and each of the firms. When agreement is reached between the Town and the selected firms, the Town and the selected firms will execute final continuing contracts in the form attached hereto. Upon completion of successful negotiations, a recommendation of award of contract with each firm will then be presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all, or waive any minor irregularity or technicality in, RLIs received. It is the Town's intention to enter into a continuing contract for the potential projects as described herein, and as provided by section 287.055, Florida Statute. The Town does not guarantee a minimum number of projects or amount of work.

II. SCOPE OF SERVICES

INTRODUCTION

Pursuant to section 287.055, Florida Statutes (Consultants Competitive Negotiation Act), The Town of Southwest Ranches is seeking to engage the professional services of no more than three (3) firms deemed to be most qualified to perform the following support services:

Civil Engineering

Civil Engineering Inspection and Review Services

SCOPE OF WORK

The services listed above will be retained by Town staff when Town staff requires specialized professional support services. This contract will fall under a continuing services contract, as provided for in the CCNA. For example, the professional team may be asked to provide design, engineering oversight, permitting, and coordination with Town-retained surveying consultants, inspection and overall construction administration services for various miscellaneous Town projects.

While there may be Engineering firms that may not be able to furnish all the services requested above within some work authorized project schedules, multi-disciplinary teaming may be required as applicable, and all firms selected agree they may be retained as a sub-consultant to another professional firm selected in this process.

Based on the magnitude of the Scope of Services required by the Town, some or all of the following tasks may be required:

1. Civil Engineering Services:

Provide general consultation, civil engineering design, construction documents, bidding services, construction administration services, on-site representation, preliminary budget

estimates, services to secure engineering, drainage, and all other required permits, and other Civil Engineering Services for the Town of Southwest Ranches for miscellaneous Civil Engineering Projects. Projects may include G.I.S. and right-of-way acquisition services and coordination with Town's Surveying Consultant(s) to provide professional land surveying services as needed for design and construction layout work, producing 'as-built' drawings, conducting public records research, preparing easements, legal descriptions and related sketches, and other related land surveying services for the Town. Consultation services may also be required regarding compliance with Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), Central Broward Water Control District (CBWCD), South Broward Drainage District (SBDD), Broward County, Health Department, and other applicable Federal, State, and Local Regulatory Agencies. The Consultant may also be requested to attend Town Advisory Board meetings, Drainage District meetings, and selected Town Council meetings. The intent is to contract directly with a Civil Engineering Firm or Firms. Where multi-disciplinary teaming is required an applicable Civil Engineering Consultant may be retained as a sub-consultant to another professional firm.

2. Civil Engineering Inspection and Review Services:

Provide general consultation Civil Engineering Inspection and Review Services related to conducting field inspections of private / public paving, grading, drainage, sidewalk system improvements, and other related engineering inspections as required for the. The Consultant may also review Planning and Zoning documents (plats, site plans etc.), building plans and Engineering permit plans to Town specifications, Town Code of Ordinances, and best engineering practices and techniques. The Consultant may assist in developing and revising engineering and storm water drainage standards as needed. The intent is to contract directly with a Civil Engineering firm or firms. Where multi-disciplinary teaming is required and applicable, the Inspection Services Firm may be retained as a sub-consultant to another professional firm.

NOTE:

The selection of one or more Consultants should not be interpreted as an exclusive or contractual obligation on the part of the Town to have the selected firms perform all or any of these services. The Town reserves the right to assign any of these services to other consultants or the Town's own personnel, when in the Town's sole judgment, it deems it appropriate. Any department within the Town may avail itself of these services.

COST LIMITATIONS

All Work Authorization projects shall meet the following cost limitations:

1. Professional Services for Study Activity Projects not exceeding Two Hundred Thousand Dollars (\$200,000.00).
Or
2. Professional Services shall be for construction projects not exceeding Two Million Dollars (\$2,000,000.00).
Or

3. Professional Services for Work of a specified nature as outlined in the Continuing Services Agreement, with the contract being for a fixed term or with no time limitation except that the contract shall have a termination clause.

List of Potential Projects:

- Various Parks, Recreations and Open Space projects including the following:
 1. **The Rolling Oaks Barn**: Renovation of an existing building to meet current building codes due to change of use from barn stables to public meeting area; including electric service, potable water service and well, septic treatment system and drainage improvements, as needed.
 2. **Fishing Hole Park**: Construction of multi-purpose trail, equestrian ring, and site development; with emphasis on sustainable design standards to meet grant funding criteria including entrance signage, accessibility, site grading, and drainage improvements, as needed.
 3. **Equestrian Park**: Retrofit of existing restroom building, judges' stand, and picnic shelter to incorporate renewable energy/PV/solar power.
 4. **Southwest Meadows Sanctuary**: Construction of new park facilities including historical museum/classroom, fishing pier, three acres of wetlands, picnic facilities, playground, restrooms /trailhead, trails, roadway access/parking, entrance signage, electric service, potable water service and well, septic treatment system, and accessibility features.
 5. **Calusa Corners**: Construction of new park facilities including environmental classroom, picnic facilities, playground, a fishing dock, three acres of wetlands, trailhead, trails, roadway access/parking, entrance signage, electric service, potable water service and well, and accessibility features.
 6. **Frontier Trails**: Construction of new park facilities including archaeological education/picnic pavilion, fishing dock, electric service, roadway access/parking, entrance signage, restrooms, potable water service and well, septic treatment system, and accessibility features.
 7. Entryway signs at various locations.
- **Various Drainage Improvement Projects including the following:**
 1. Construct outfall from 5800 block of SW 195th Terrace thru SW 196th Lane to Canal.
 2. Construct Outfall from East Side of Dykes Road to Canal
 3. Construct a catch basin and pipe under SW 54th Place and connect to existing inlet at north east corner SW 196th Lane, approx. 200 LF-48" pipe and headwall.
 4. Construct outfall from 5600 Block of SW 195th Terrace thru SW 196th Lane to Canal.
 5. Construct Roadside Drainage on SW 63rd Street from SW 185th Way to Canal west of SW 188th Avenue; approx. 1650 LF
 6. Construct outfall from 5200 block of SW 195th Terrace thru 5210 SW 196th Lane to canal.

7. Construct catch basin at NW corner of Mustang Road and Hancock Road, pipe and headwall at canal.
8. Construct catch basin on west side of Holatee Trail (SW 136th Ave) at 5501 SW 136th Ave and a headwall at canal at east side of Holatee Trail.
9. Construct drainage outfall pipe system from Dykes Road thru Calusa Corners Park.
10. Construct 380 LF drainage outfall from east side of SW 210 Terrace at SW 50th Street towards west to canal
11. Green Meadows Drainage from SW 160th Avenue to SW 164th Avenue Canal. Drainage Outfall from Dykes Rd (Shiva Vishnu Temple) to canal at SW 164th Terrace.
12. Construct a drainage system that will relieve the S-9 and S-10 Basins by connecting the SW 188th Avenue Canal to the SW 184th Avenue Canal through a new canal and a minimum of 100 feet of 60" pipe culverts.
13. Construct an outfall from town boundary at SW 205th Avenue
14. Construct an outfall from SW 186th Avenue at SW 55th Street towards canal.
15. Construct an outfall from SW 62nd Street cul-de-sac towards canal to the north at vicinity of 16541 SW 62nd St.
16. Construct an outfall from SW 59th Court towards canal to the north.
17. Construct an outfall from Frontier Trails and Connect to Existing SW 54th Place and SW 195th Terrace drainage system.
18. Construct pipes to connect drainage on SW 54th Place from SW 195th Terrace to SW 196th Lane drainage system.
19. Construct an Outfall from SW 185th Way to Canal east of SW 185th Way.
20. Construct outfall from SW 55th Street at SW 185th Way to the west SW 54th Place thru right-of-way between two parcels or outfall to the SW 184th Avenue canal.
21. Construct an outfall from SW 54th Place and SW 188th Avenue Intersection to canal.
22. Restoration of Dykes Road eastside swale from Huntridge Drive to Tom Thumb
23. Upgrade culverts along Dykes road eastside streets from Huntridge Drive to Tom Thumb.
24. Construct outfall from SW 61st Court to lake.
25. Construct outfalls on Old Sheridan Street between Hancock Road and west cul-de-sac.

▪ **Roadway Improvement Projects including the following:**

1. Reference "Streets Condition Assessment Pavement Management Plan" Technical Memorandum dated November 5, 2013. All road sections, including roadside swales within public rights of way and/or easements, public accessible private rights of way and/or easements as listed in Table 4. Southwest Ranches Streets Summary and Resurfacing Schedule, pp. 7-10.
2. Other various streets and street drainage improvement projects.

The Respondent shall coordinate with Town's surveying consultant to supply the Town with one reproducible set of "as built" record drawings and a CD with the electronic CAD drawings in State Plane Coordinates NAD 83, if applicable, indicating the final installation of the storm drainage inverts, outfall and elevations, roadway rock and driveway connection elevations,

including all modifications made due to field conditions, change orders, et cetera. Surveying and layout expenses provided by Town's Surveying Consultant are the responsibility of the Town.

All successful Respondents and their Principals must agree that all plans and specifications produced for the Town under this RLI will become the property of the Town and cannot be reused without the express written consent of the Town.

[REMAINDER INTENTIONALLY LEFT BLANK]

III. RLI SUBMISSION REQUIREMENTS

1. Firm's Qualifications

Attached to this RLI is an Offeror's Certification, which all responding firms must complete in full. Failure to complete this form shall constitute grounds for disqualification of the responding firm from further consideration regarding this RLI. GSA Standard Form 330 may be completed and submitted with the letter of interest proposal in addition to the required forms. An electronic form is also available at the following website: <http://gsa.gov/portal/forms/type/TOP>.

Submissions shall include the following and be in the following order (1-13):

1. Provide a Table of Contents (with items in the order listed below).
2. Provide a list of projects completed in South Florida that are of similar size and scope for the specific task(s) submitting qualifications. The list must include the following:
 - A) Name, address and telephone number of the Owner.
 - B) Name and telephone number of the owner's Project Manager.
 - C) Name, location and address of project.
 - D) Description of the Work (Indicate if Work was design).
 - E) Contract amount awarded to your firm and amount of Change orders, if any.
 - F) Length of contract and time extensions, if any.
3. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, number of employees, and organizational chart identifying key staff members, their level of responsibility, their job titles and how long they have been with the company.
4. Provide resumes and relevant background information for the company's key personnel (including owners, project managers, supervisors, field representatives, field inspectors and other technical personnel) who will directly or indirectly be involved for the tasks specified herein.
5. Provide an outline detailing, how the Respondent intends to provide schedule control, cost control, cost estimates and quality control for the tasks specified herein.
6. Provide a statement detailing how the Respondent would handle the tasks specified herein on a fast track or expedited basis.
7. Provide a statement confirming the Respondent's availability to begin the tasks specified herein and confirming the Respondent's availability to continue the Work on an ongoing and as needed basis.
8. Provide a statement detailing the Respondent's familiarity with permitting agencies and permitting procedures, applicable building codes and construction cost estimates (as applicable).

9. Provide a statement detailing the Respondent's in-house expertise for other disciplines.
10. Submit bank and trade references, a financial statement and other information sufficiently comprehensive to permit an appraisal of the firm's current financial condition.
11. Submit proof of the required insurance with the limits specified herein.
12. Complete and submit Standard Form 254 and Standard Form 255, or Form 330.

2. Copies of Submission

One unbound set with original signatures, five (5) bound copies, and one compact disk of the entire RLI in Word and pdf formats, must be submitted to the Town at the office of Juanita Romance, Procurement and Special Projects Coordinator, Town Hall, 13400 Griffin Road, Southwest Ranches, Florida 33330-2628.

3. Addenda, Additional Information, Cone of Silence

All responses to questions or requests for clarification will be sent to prospective proposers, which have notified the Town of an interest in this RLI, by email, facsimile, or other means, and in the form of an addendum if deemed necessary by the Town. It is the responsibility of the interested firms to verify whether there are any addendums to this RLI prior to submission of responses in accordance herewith. The Proposer's Certification form shall be signed by an authorized company representative, dated and returned with the RLI.

Respondents are hereby notified that they shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town, and which are in writing, may be considered as duly authorized expression. Also, only communications from responders that are signed, in writing, and timely submitted, will be recognized by the Town as duly authorized expressions on behalf of the respondent. Requests for clarification or additional information should be submitted to the Procurement and Special Projects Coordinator in writing at jromance@southwestranches.org

A cone of silence is hereby imposed and made applicable to this RLI and in accordance with the Town's Procurement Code. The cone of silence shall become effective from the time this RLI is advertised, and shall terminate at the time that the Town Council commences to meet in order to make a final decision regarding a contract award, rejects all responses, or takes other action which ends the RLI process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RLI, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RLI, except as may be required during such presentations or interviews which may be provided by the terms of this RLI. NOTE: Respondents and/or vendors which violate the cone of silence shall be subject to automatic disqualification from further consideration.

IV. INSURANCE

The proposer shall provide as part of the RLI a certification that the proposer has the ability to provide and meet the insurance requirements.

1. Prior to award and in any event prior to commencing work, the Successful Proposer shall provide Town with certified copies of all insurance policies providing coverage as required.
2. The Successful Proposer shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond a project completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.
 - (b) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Proposer engaged in work under the contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
 - (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

\$2,000,000.00 Annual Aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U).

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Proposer in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

3. ALL LIABILITY INSURANCE POLICIES REQUIRED BY THIS ARTICLE IV, SECTIONS 2.(c) AND 2.(d) SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF SOUTHWEST RANCHES IS ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONSULTANT UNDER THE CONTRACT. All insurance companies selected must be acceptable to Town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days' written notice has been given to Town by certified mail.
4. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is A- .
5. Proposers are required to submit a list of claims (both past and presently outstanding) against their professional liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

V. INDEMNIFICATION

1. **GENERAL INDEMNIFICATION:** Indemnification. To the fullest extent permitted by section 725.08, Florida Statutes, Consultant shall indemnify, defend, and hold harmless the Town, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the Consultant or its sub-consultants, agents, officers, employees or independent contractors pursuant to the Continuing Contract, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the Consultant and/or its sub-consultants, agents, or employees in the performance of the operations or services under the Continuing Contract.
2. **PATENT AND COPYRIGHT INDEMNIFICATION:** Consultant agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Continuing Contract.

3. **ERRORS AND OMISSIONS**: The Consultant to the extent of its failure to perform in accordance with the standard of care set forth in the Continuing Contract or as otherwise required by law is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under a Continuing Contract (including the Work performed by sub-consultants and sub-contractors), within the specified time period and specified cost. The Consultant shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient Consultant with respect to the disciplines required for the performance of the Work in the State of Florida. The Consultant is responsible for, and represents that the Work conforms to Town's requirements as set forth herein. The Consultant shall be and remain liable to the Town for all damages to the Town caused by the Consultant's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies, which the Town may have, the Consultant shall, at its expense, re-perform the services to correct any deficiencies, which result from the Consultant's failure to perform in accordance with the above standards. The Town shall notify the Consultant in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the Town's inspection, review, approval or acceptance of, nor payment for, any of the Work required hereunder shall be construed to relieve the Consultant or any sub-consultant or sub-contractor of its obligations and responsibilities hereunder, nor constitute a waiver of any of the Town's rights or of any cause of action arising out of the performance of a Continuing Contract. The Consultant and its sub-consultants and sub-contractors shall be and remain liable to the Town in accordance with applicable law for all damages to Town caused by any failure of the Consultant or its sub-consultants and sub-contractors to comply with the terms and conditions of this RLI and any Continuing Contract or by the Consultant's or sub-consultant's or sub-contractor's misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of the Work. With respect to the performance of Work by sub-consultants and sub-contractors, the Consultant shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

VI. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

VII. SCHEDULE OF EVENTS

The schedule of events relative to this procurement shall be as follows. Town reserves the right to delay or modify the scheduled dates and to provide notice to all persons responding to this RLI.

<u>Event:</u>	<u>Date (on or by)</u>
1. Issuance of Request for Letters of Interests	June 20, 2014
2. Deadline for Request for Clarification	July 30, 2014
3. Opening of Letters of Interest	August 6, 2014 @ 11:00 a.m.
4. Selection & Negotiation Committee Meeting (SNC)	TBD
5. SNC Meeting(s), as necessary	TBD
6. Contract Negotiations	TBD
7. Award of Contract	TBD

VIII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH RLI's

The following documents are to be completed, executed, notarized (if applicable), and submitted in the exact order listed below and inserted at the back of the Proposal as a condition to this Request for Letters of Interest:

1. Proposer's / Offeror's Certification
2. Proposer's Qualifications Form
3. GSA Standard Form 330, if desired
4. Sworn Statement on Public Entity Crimes
5. Government Contact Information List
6. List of Sub-contractors and qualifications
7. Acknowledgement of Addenda
8. Drug Free Workplace
9. Non-Collusive Affidavit
10. Reference and Contact Information Questionnaire
11. Copy of Professional Business License
12. Certification of ability to provide required insurance
13. List of Claims Presently Outstanding Against the proposer's Professional Liability Coverage

IX. AWARD OF CONTRACT

The contract shall be awarded to the most qualified Proposer who agrees to provide the requisite professional services at compensation which the Town determines is fair, reasonable and competitive. The final contract shall be substantially in the form of the Continuing Contract attached hereto, and shall include all terms and conditions which may be required by the Town's Procurement Code, and acceptable to the Town Council. The award of contract shall require the approval of the Town Council.

X. TERM OF CONTRACT

All successful Respondents must agree to enter into a standard continuing contract for professional engineering services with the Town as specified herein. The initial contract period shall be for three (3) years commencing upon date of award by the Town Council. In addition, the contract may be renewed for additional three (3) year periods under the same terms and conditions by mutual written agreement by the parties. Contract extensions may be approved by the Town Administrator.

XI. PUBLIC RECORDS

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

Firm agrees to maintain public records in Firm’s possession or control in connections with Firm’s performance hereunder and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in chapter 119, Florida Statutes, or as otherwise required by law. Firm shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Firm’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this RLI or a Continuing Contract by Town.

XII. BID PROTEST

A prospective Proposer or offeror may file a protest in writing with the Town Clerk's Office challenging the terms, conditions, or specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFP, RFP or RLI by the Town Clerk's Office.

A Proposer or offeror, in connection to and prior to awarding of any contract may file a protest in writing with the Town Clerk's Office within five (5) days (excluding weekends, and legal holidays) after posting of the recommended award for public viewing at the Town Clerk's Office. It is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award of contract to review public postings on the Town website and publicly located in Town Hall. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing pursuant to Florida law. Protests filed by a Proposer or offeror which does not have standing may be summarily denied without a formal decision.

Protestors shall file their written protests with the Town Clerk's Office between the hours of 9:00 a.m. and 5:00 p.m.

Written protests shall contain:

- the name of the petitioner;

- the petitioner's address and phone number, and fax number;
- the name of the petitioner's representative, if applicable;
- the name and number of the solicitation;
- a plain and clear statement of the facts and grounds on which the protest is based; and
- a specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.

A written protest is received by the Town when it is delivered to and received by the Town Clerk's Office. Delivery to and receipt by any other Town staff member or Officer is not valid. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the protestor of all rights of protest under applicable protest procedures. Additionally, grounds not raised in any protest shall be deemed waived.

In the event of a timely protest, the Town shall not proceed further with the solicitation or award of the Proposal/contract until all administrative remedies have been exhausted or until the Town Administrator determines to award the Proposal contract without delay in order to protect the public health, welfare or safety.

Within seven (7) days (excluding weekends, and legal holidays) of receipt of the formal written protest, the Town Administrator shall attempt to settle or resolve the dispute. If the protest is not resolved by mutual agreement, the Town Administrator shall render a written decision. A copy of the decision shall be mailed to the protestor by certified mail, return receipt requested, to the protestor.

Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer, or offeror. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee shall result in a denial of the protest. In the event that the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Up to \$250,000	\$2,000
\$250,001 - \$500,000	\$4,000
\$500,001 - \$5 million	\$6,000
Over \$5 million	\$10,000

2. PROPOSER'S FORMS (Offeror's Certification)

OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

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

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

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

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____

County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

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

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

TOWN/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__,

by _____ (Name), _____ (Title) of

_____ (Name of Company) who is personally known to me or who

has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION
WHEN OFFEROR IS A CORPORATION OR LIMITED LIABILITY COMPANY

The undersigned certifies under oath the truth and correctness of all statements and information contained within its submission, including all attachments and enclosed documents.

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

Printed Name of Corporation or LLC

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST: _____
Address of Corporation or LLC

By _____
Secretary

Town/State/Zip

Business Phone Number

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

PROPOSER'S QUALIFICATION STATEMENT FORM

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

SUBMITTED TO: Town of Southwest Ranches
Juanita Romance, Procurement and Special Projects Coordinator

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: _____ CIRCLE ONE
NAME: _____ Corporation
ADDRESS: _____ Limited Liability
_____ Company
_____ Joint Venture
TELEPHONE NO. _____ Partnership
FAX NO. _____ Individual
E-MAIL ADDRESS: _____ Other

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

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent:

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

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

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

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

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

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

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

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

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

(Name) (Address) (Phone number)

(Name) (Address) (Phone number)

(Name) (Address) (Phone number)

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

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

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

[Remainder Intentionally Left Blank]

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

DULY AUTHORIZED TO EXECUTE ON BEHALF OF PROPOSER.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__
by _____ of _____, who is

Personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

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

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

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
2. I understand that a "public entity crime" as defined in subsection 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 subsection 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 subsection 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.

5. I understand that a "person" as defined in subsection 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 bids or applies to bid 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. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

[Remainder Intentionally Left Blank]

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 31ST 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.

By:

(Printed Name)

(Title)

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

Personally known _____

Or Produced Identification _____

(Type of Identification)

Notary Public - State of _____

My Commission Expires _____

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

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.

AGENCY NAME	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

SUBCONTRACTORS/SUBCONSULTANTS LIST

In the form below, the proposers shall list all sub-contractors/sub-consultants to be used on this project if the Proposer is awarded the Continuing Contract for a project.

CLASSIFICATION OF WORK	NAME	ADDRESS OF <u>S</u>UBCONTRACTORS /SUBCONSULTANTS

PROPOSER: _____

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

DRUG FREE WORKPLACE

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER: _____

NON-COLLUSIVE AFFIDAVIT

State of _____)
) ss.
County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached response to the Town's RLI;
- (2) He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- (3) Such response is genuine and is not a collusive or sham;
- (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 this RLI for which the attached response has been submitted; or to refrain from bidding in connection with such RLI; 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 pricing which may be submitted during the solicitation process, or that of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town, or any person interested in the proposed RLI;

By: _____

(Printed Name)

(Title)

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

Personally known _____
Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

My Commission Expires _____
(Printed, typed, or stamped commissioned name of notary public)

Notary Signature

REFERENCE AND CONTACT INFORMATION QUESTIONNAIRE

The Proposer's response to this questionnaire may be utilized as part of the Town's Evaluation and selection. Proposers must have current licensure applicable to this type of work and must have experience on comparable work.

List public building improvement projects contracts and client reference

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

SAMPLE CERTIFICATION OF ABILITY TO PROVIDE
INSURANCE MEETING THE REQUIREMENTS OF RLI

(PROPOSER'S LETTERHEAD)

DATE:

Ms. Juanita Romance, Procurement and Special Projects Coordinator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

Subject: Certification of Ability to Provide Insurance Meeting the Requirements of the
Request for Letters of Interest, RLI No. 14 - 007 Continuing Contract for Professional
Engineering Services.

Dear Ms. Romance:

This is to certify that _____ has the ability to provide and
maintain the insurance coverage and meet the requirements of the Request for Letters of Interest.

Please contact me directly at tel. _____ if I can be of further assistance.

Sincerely,

Company Title

SAMPLE LIST OF OUTSTANDING CLAIMS AGAINST
THE PROPER'S PROFESSIONAL LIABILITY INSURANCE

(LETTERHEAD)

DATE:

Ms. Juanita Romance, Procurement and Special Projects Coordinator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

Subject: List of Claims Presently Outstanding against the Proper's Professional Liability
Coverage

Dear Ms. Romance:

_____ has written the professional liability coverage
for _____ (Proposer's Name)
from _____ to _____.

Below is a list of claims (past and presently outstanding) against the _____
(Proposer's Name):

Please contact me directly at tel. _____ if I can be of further assistance.

Sincerely,

Company Title

STATEMENT OF NO RESPONSE

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

Juanita Romance, Procurement and Special Projects Coordinator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

or

Email: jromance@southwestranches.org

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations? Yes No

COMPANY:

NAME: _____ TITLE: _____

ADDRESS:

TELEPHONE: (____) _____

DATE: _____

Sample Work Authorization Form
TOWN OF SOUTHWEST RANCHES
WORK AUTHORIZATION FORM

THIS WORK AUTHORIZATION No. _____, made and entered into as of this ___ day of _____, 20__, pursuant to that certain Continuing Contract for Professional Engineering Services (the “Continuing Contract”) between the Town of Southwest Ranches, Florida (the Town) and _____, a Florida corporation (the “Consultant”), made as of the ___ Day of _____, 20___. All terms used herein shall have the meaning set forth, or referred to, in the Continuing Contract unless otherwise defined herein.

1. This Work Authorization (WA) No. _____ is executed in connection with and is deemed to be part of the Continuing Contract.
2. The Scope of Work for WA No. _____ is more particularly described on the following documents attached hereto as Exhibit(s) _____ and hereby incorporated into the Continuing Contract.
3. The date of commencement for the work for WA No. ___ shall be as indicated in the “Notice to Proceed” issued by the Town Engineer, and the Consultant agrees that final completion shall be _____ calendar days from date of commencement.
4. The compensation to Consultant under this work authorization shall be the sum of: _____ (\$_____).
5. Other conditions of this Work Authorization are:

CONSULTANT:

By: _____

Printed Name and Title

TOWN OF SOUTHWEST RANCHES

By: _____

Andy Berns, Town Administrator

Witness:

Attest by:

Russell Muñuz, MMC Town Clerk

3. CONTRACT FORM

(This contract form shall be executed by awarded proposer)

This page
intentionally left blank

CONTINUING CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS Continuing Contract for Professional Engineering Services ("Continuing Contract") is made and entered into this ___ day of _____20___, by and between the TOWN of SOUTHWEST RANCHES, Florida, hereinafter referred to as "TOWN", and _____, a Florida corporation licensed as an Authorized Professional Engineering Company with the State of Florida under License No. _____, with qualifying surveyor, License No. _____ collectively hereinafter referred to as "ENGINEER".

WITNESSETH:

RECITALS:

WHEREAS, the TOWN has provided notice of the desired professional services and pursuant to RLI No. 14-007, and adhered to the selection process pursuant to and in accordance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (the "CCNA"), and the TOWN's Procurement Code; and,

WHEREAS, the TOWN desires to engage the ENGINEER to perform certain professional Engineering services in accordance with this Continuing Contract, as permitted by the CCNA; and,

WHEREAS, the ENGINEER desires and is willing and able to provide such professional engineering services to TOWN within the basic terms and conditions set forth in and in accordance with this Continuing Contract; and,

WHEREAS, the purpose of this Continuing Contract is not to authorize a specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent project agreements or other supplemental agreements for specific Projects or services when required; and,

WHEREAS, the TOWN represents that it has the authority to engage the ENGINEER for the services set forth in RLI 14-007, this Continuing Contract, and as approved by the TOWN's Resolution No. _____.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Continuing Contract, it is mutually understood and agreed as follows:

The above Recitals are true and correct and are incorporated herein and made a part of this Continuing Contract.

ARTICLE 1 - DESCRIPTION OF PROFESSIONAL SERVICES

1.1 Ethics and Standard of Care. The code of ethics of the Board of Professional Engineers is incorporated herein by reference. Further, all services rendered by ENGINEER and its consultants pursuant to this Continuing Contract will be performed in accordance with the same standard of professional skill and care utilized by ENGINEER's and other like professionals providing the same or similar services in the same locale as the services furnished hereunder; provided, however, that no work shall be performed unless and until a separate written agreement is executed and the TOWN has issued a Notice to Proceed as to any of the projects contemplated herein. When the need for services for a specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the ENGINEER for that specific Project under the terms and conditions of this Continuing Contract. In such event, the TOWN shall initiate negotiations by providing the ENGINEER with a proposed Standard Project Agreement ("Project Agreement") in the form attached hereto as Exhibit "A-2" and incorporated herein, requesting from the ENGINEER a proposal to provide professional services for the specific Project. The ENGINEER shall thereafter prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and ENGINEER shall negotiate the terms of the specific Project in accordance with the provisions of the Project Agreement. Each Project Agreement (or other supplemental agreement) for a specific Project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation;
- e. The personnel assigned to the Specific Project; and
- f. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

A Project Agreement shall incorporate this Continuing Contract. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Continuing Contract conflict with the Project Agreement, the provisions of the Project Agreement shall govern. In the event the TOWN and the ENGINEER are unable to reach a satisfactory supplemental agreement for a specific Project as provided for above, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the ENGINEER for the particular Project. Once a Project Agreement has been executed by the parties, the TOWN will thereafter issue a Notice to Proceed.

ENGINEER will perform all services consistent with the interests of the TOWN and in accordance with the licensing and other requirements of the State of Florida. ENGINEER agrees to timely perform its services so as not to delay the projects under this Continuing Contract, time being of the essence, and as set forth in the Notice to Proceed. The projects (referred to in the singular or plural as "Project" or "Projects") which may be assigned to ENGINEER, and the subject of a Notice to Proceed, are those listed in RLI No.14-007, which RLI is incorporated herein by reference.

1.1.1 Points of Contact. It is recognized that questions in the day-to-day conduct of this Continuing Contract will arise. The parties select as their respective designated representatives the following persons to whom all communications pertaining to the day-to-day conduct of this Continuing Contract shall be addressed:

The TOWN's Designated Point of Contact (or "Representative") shall be:

Clete Saunier, P.E., Public Works Director

Tel: 954-434-0008

Email: csaunier@southwestranches.org

The ENGINEER's Designated Point of Contact shall be:

Name, Title:

Tel:

Email:

1.1.2 Licensing and Other Obligations of ENGINEER. The ENGINEER will provide appropriate documentation to the TOWN to demonstrate that it and all of its consultants are properly licensed to perform all services relative to this Continuing Contract.

1.1.2.1 A "consultant" as that term is used herein, and as the context permits, is a person or entity who the ENGINEER has retained and who the ENGINEER will pay to perform any of the services described in this Continuing Contract whether designated as employees, consultants or sub-consultants of ENGINEER and including any of employees of such consultants or sub-consultants. Reasonable funds for such payment have been included as part of ENGINEER's compensation under this Continuing Contract and shall not form the basis for an increase in such compensation unless authorized in writing by TOWN. In the event the ENGINEER requires the services of any sub-consultants/subcontractors or other professional associates in connection with services covered by this Continuing Contract or any Project Agreement, the ENGINEER must secure the prior written approval of the TOWN.

1.1.2.2 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its consultants performing any of the services under this Continuing Contract.

1.1.2.3 The ENGINEER shall have the sole obligation and responsibility to select, control and supervise all of its consultants. The ENGINEER may not contract with anyone with whom the TOWN has a reasonable objection. Contracts between the ENGINEER and the consultants shall require each consultant to be bound to the ENGINEER for all obligations and responsibilities which the ENGINEER, by this Continuing Contract, assumes toward the TOWN. This provision also applies to substitute consultants hired during the course of this Continuing Contract to replace existing consultants in accordance with this Continuing Contract. The ENGINEER shall retain responsibility for coordination of any consultants engaged by the ENGINEER to provide services under this Continuing Contract and will likewise coordinate its services with those consultants retained by the TOWN. The TOWN agrees that all communications of the TOWN with the ENGINEER's consultants will be made through the ENGINEER's Representative, unless such consultants have also been retained by the TOWN.

1.1.2.4 The ENGINEER and its consultants will perform, without expense to the TOWN, such services as may be required to correct or remedy any negligent or intentional wrongful act, error or omission of the ENGINEER or its consultants.

1.1.2.5 The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, consultants, sub-consultants and their respective employees or persons performing any of the services under this Continuing Contract.

1.1.2.6 The ENGINEER shall have the sole obligation and responsibility for the selection, control, payment, and supervision of all of its consultants.

1.1.3 Conflicts of Interest. The ENGINEER shall not engage in any activity, or accept any employment, or receive any monetary compensation, interest or contribution that could create the appearance of impropriety or compromise the ENGINEER's independent and professional judgment with respect to this Continuing Contract.

ARTICLE 2 - TOWN-PROVIDED ITEMS

2.1 The TOWN's list of project requirements shall be provided to the ENGINEER and shall be utilized by the ENGINEER to prepare the Project Program.

2.2 The TOWN shall provide ENGINEER with accurate and complete information. No information derived from the TOWN shall relieve the ENGINEER from any risk or from fulfilling all terms of this Continuing Contract. The ENGINEER shall be responsible for any additional investigations and attendant expenses required to fulfill all the terms of this Continuing Contract.

2.3 Project Agreement and Notice to Proceed Forms. For all services covered under this Continuing Contract, ENGINEER shall be required to obtain an approved Project Agreement and a written "Notice to Proceed" in the forms attached hereto as Exhibit "A-2" and "A-1" respectively, signed by the TOWN Administrator or his authorized representative, in advance of providing any such services to the TOWN. The written Project Agreement shall specify in detail the nature of the services requested, the lump sum or not to exceed cost to the TOWN for same (with actual cost to be fully substantiated by ENGINEER upon completion), and the time frame for completion. All services performed by ENGINEER without a signed Project Agreement from the TOWN shall be performed at ENGINEER's sole cost and expense.

ARTICLE 3- FEES

3.1 Subject to the TOWN's issuance of a "Notice to Proceed" and individual Project Agreements, the TOWN shall pay the ENGINEER the total compensation for the Project(s), in accordance with the total fee indicated in a Project fee schedule executed by both the TOWN and ENGINEER, and which will be developed based upon the approved List of Staff Rate and Reimbursable Schedule attached hereto and made a part hereof as Exhibit "B". ENGINEER's total compensation includes all fees, costs, expenses, and overhead that may be incurred by the ENGINEER (including any profit thereon) to complete the design and construction administration services relating to the Project, including, but not limited to, all professional services provided by or through the ENGINEER, drawings, calculations and other documents, travel expenses and all other costs or expenses, for or related to the Project, as well as

the time for performance. A Notice to Proceed shall not be issued by the TOWN until a Project fee schedule has been fully executed. Additionally, ENGINEER shall not perform any services without individual written work orders which may be required to be provided by the TOWN Administrator, and in accordance with this Continuing Contract. Hourly rates for ENGINEER's consultants shall also be in accordance with the Rate and Fee Schedule.

3.2 Payment on account of services rendered, shall be made monthly, based on the percentage of completion of the Project, upon presentation of the ENGINEER's invoice for same, along with a partial waiver and release from ENGINEER indicating a release of all claims, including, but not limited to, equitable liens, through the last date of services rendered and included in the invoice. Should any portion of the invoice be in dispute, other portions, if any, that are not in dispute or not deemed, by the TOWN, to be funds likely necessary to be put towards the issue in dispute, shall be paid per the terms of this Continuing Contract. Any billing concerns shall be submitted in writing by the TOWN to the ENGINEER describing the disputed portion of the invoice in detail for discussion and resolution.

3.3 Payment on account of undisputed amounts of the ENGINEER's Total Compensation shall be made within thirty (30) days of invoice date or as otherwise provided by section 218.73, Florida Statutes.

3.4 Payments due the ENGINEER which remain unpaid for thirty (30) days after the due date provided herein shall bear interest at the statutory rate provided by section 218.74, Florida Statutes.

3.5 Payment for the ENGINEER's services will be made in accordance with the local government Prompt Payment Act, Section 218.70, Florida Statutes.

ARTICLE 4 - CHANGE ORDERS

4.1 Definition of Change. Change in the services to be performed by the ENGINEER or the ENGINEER's consultants, may only be accomplished after execution of this Continuing Contract, without invalidating the Continuing Contract, by mutual agreement and execution of a written Change Order. ENGINEER assumes all risks and responsibilities for performing all services on behalf of the TOWN for the amount determined in accordance with Article 3. The TOWN shall not be liable for any cost increases or price escalations that may arise during the performance of services, regardless of any delays, whether or not caused in whole or in part by TOWN. Any adjustments to the services must be by written Change Order issued in accordance with the terms and conditions of this Continuing Contract. To the extent that ENGINEER proceeds to perform additional services in excess of those services described in an executed Notice to Proceed that has been signed by the Town Administrator without an executed written Change Order issued in accordance with this Continuing Contract, such services shall be at ENGINEER's own risk at no charge to TOWN.

ARTICLE 5 - OWNERSHIP OF DOCUMENTS

5.1 Drawings, specifications and other documents, including those in electronic form, prepared by the ENGINEER and the ENGINEER's consultants are Instruments of Service. The ENGINEER and the ENGINEER's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The TOWN shall have the right to use the Instruments of Service. The TOWN's right of use in accordance with this Paragraph specifically authorizes the TOWN to utilize the Instruments of Service to complete the Project as well as to perform alterations, repair and additions to the Project. This right of use applies even if this Continuing Contract is terminated. In that event, the TOWN will be entitled to continue to utilize the Instruments of Service and shall have the unrestricted right to use, reproduce and to make derivative works of the Instruments of Service to complete the Project as long as the TOWN has paid ENGINEER for all fees associated only with the preparation of the Instruments of Service in accordance with this Continuing Contract. Should this Continuing Contract be terminated, ENGINEER and its consultants will continue to own the copyright to these Instruments of Service in accordance with this Continuing Contract, subject to the TOWN's irrevocable, perpetual, and royalty-free license and exclusive right to use the Instruments of Service, without restriction or limitation, to construct the buildings and improvements relative to this Project as well as repair, maintenance or construction of future additions to the Project. Upon the TOWN's request, the ENGINEER and its consultants will furnish to the TOWN, copies, including reproducible copies, electronic data and computer files of the Drawings and Specifications and other Instruments of Service.

5.2 Submission or distribution of Instruments of Service to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the TOWN's or ENGINEER's rights.

5.3 ENGINEER represents and warrants to TOWN that it is the owner of all Instruments of Service prepared by itself and has the sole authority to grant TOWN use provisions of these Instruments of Service in accordance herewith. With respect to Instruments of Service for the Project owned by ENGINEER's consultants, ENGINEER, in its agreement with such consultants to provide services for this Project, shall cause such consultants to grant to the TOWN the same use provisions as are included herein.

ARTICLE 6 – TERM OF CONTRACT

6.1 This Continuing Contract shall have an initial three (3) year term, with two (2), one (1) year extensions. An extension shall be by mutual agreement by both parties. A contract extension may be approved by the TOWN Administrator. Any terms or conditions of either this Continuing Contract or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 7 – TERMINATION

7.1 Termination by TOWN for Convenience. This Continuing Contract may be terminated by the TOWN for convenience upon at least thirty (30) days' written notice to the ENGINEER. In such event, ENGINEER will only be entitled to receive compensation for services rendered that are specifically within the services for which the TOWN Administrator has, in writing, authorized ENGINEER to proceed and only up through the date that is no later than thirty (30) days after the date written notice for such termination for convenience is issued by the TOWN. ENGINEER will be able to recover for its work performed including actual costs and expenses incurred in connection therewith and including fair and reasonable sums for overhead and profit for work performed, **In no event, however, will ENGINEER be entitled to payment, including overhead and profit, for services not yet performed under this Continuing Contract, nor any indirect, special or consequential costs, expenses, or damages arising from such termination.** Upon receipt of a notice of termination for convenience by the TOWN, the ENGINEER will initiate all reasonable steps to mitigate further expenses from accruing. No other compensation and/or damages will be due ENGINEER from the TOWN except as provided in this Paragraph. Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

7.2 Default by ENGINEER. In addition to defaults resulting from the ENGINEER's failure to strictly comply with any term, condition, or agreement set forth herein, the ENGINEER shall be in default under this Continuing Contract if:

- A. The ENGINEER ceases to carry the insurance required hereunder or the insurance is cancelled.
- B. A default should occur in the performance of any consultant or contractor employed by the ENGINEER and not corrected by ENGINEER or another replacement consultant or contractor employed by ENGINEER within ten (10) days after notice from the TOWN.
- C. The ENGINEER fails to maintain all permit-related documents and make such documents available to the TOWN upon reasonable request.
- D. The ENGINEER fails to timely pay (within 30 days) any consultant or contractor employed by the ENGINEER. Notwithstanding the foregoing, ENGINEER shall have the right to contest, in good faith, any disputed invoices from its consultants, without being in default of this Continuing Contract; provided however, that ENGINEER will promptly, and in no event later than ten (10) days, bond off or cause to be satisfied of record any liens that may be recorded erroneously in connection therewith.
- E. The ENGINEER fails to correct any error or material inconsistency in its or its consultants Drawings and Specifications or other Instruments of Service within ten (10) days after such error or material inconsistency is reported to the ENGINEER.
- F. The ENGINEER fails to perform its obligations under this Continuing Contract in a timely and expeditious manner within ten (10) days after notice from the TOWN.

7.3 TOWN's Compensation for Default by ENGINEER. In the event of termination due to the fault of the ENGINEER under this Continuing Contract, the TOWN shall be compensated for all reasonable costs and expenses including reasonable attorneys' fees and costs incurred in connection with replacing the ENGINEER hereunder, in reviewing, analyzing, or enforcing the TOWN's rights hereunder or in connection with a replacement ENGINEER and the completion of the ENGINEER's services hereunder. This remedy is cumulative to any other remedies available to TOWN under this Continuing Contract, at law, or in equity, and is not intended to limit the TOWN's rights or ability to recover damages in the event of a breach of this Continuing Contract by the ENGINEER. Additionally, notwithstanding anything to the contrary herein, the TOWN shall have the right to use the ENGINEER's Drawings, Specifications and other Instruments of Service in the event of a default by the ENGINEER, regardless of the payment status for such Instruments of Service.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Governing Law, Jurisdiction, Venue and Attorney's Fees. In the event of any action, litigation, or proceedings of any type regarding or relating to performance under this Continuing Contract, the prevailing party shall be entitled to recover its reasonable costs, expert's fees and attorney's fees at all hearing, trial, bankruptcy, and appellate levels. All disputes pursuant to this Continuing Contract shall be first subject to mandatory pre-suit mediation in Broward County with a mutually agreeable Florida Supreme Court Certified Mediator who is knowledgeable in the rendering of professional engineering services for construction projects similar to the projects under this Continuing Contract. Failing resolution by mediation, any litigation or proceeding shall be filed in a court of competent jurisdiction and the sole and exclusive venue shall be in Broward County, Florida. This Continuing Contract shall be governed by the laws of the State of Florida. Mediation shall be conducted within sixty (60) days of either Party's written request. The parties shall share equally the cost of the mediator.

8.2 Waiver of Right to Jury Trial

BY ENTERING INTO THIS CONTINUING CONTRACT, ENGINEER AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS CONTINUING CONTRACT.

8.3 Insurance Coverages and Minimum Amounts. ENGINEER shall secure and maintain, at its own expense, and keep in effect during the full period of the Continuing Contract and at three (3) year beyond its completion, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

8.3.1 Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

8.3.2 Worker's Compensation and Employer's Liability Insurance for all employees of the ENGINEER engaged in services under the Contract in accordance with the laws of the State of Florida. ENGINEER hereby agrees to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

8.3.3 (Comprehensive) Commercial General Liability Insurance with the following minimum limits of liability:

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

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Continuing Contract and specifically covering the indemnification and hold harmless provisions in the Continuing Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted, and;
7. Explosion, collapse, underground coverage (X-C-U)

8.3.4 Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ENGINEER in the performance of services pursuant to this Continuing Contract with the following minimum limits of liability: \$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

8.3.5 Aggregate Limits. Commercial General Liability shall be \$2,000,000.

8.4 TOWN as Additional Insured. ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS 8.3.3 AND 8.3.4 SHALL SPECIFICALLY PROVIDE BY ENDORSEMENT THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE ENGINEER UNDER THE CONTINUING CONTRACT. All insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail. To the extent required by applicable grant agreement(s), ENGINEER may be required to name other public agencies, such as Broward County, as additional insureds.

8.5 Insurer Qualifications. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability is A-or better.

8.6 List of Current Claims. ENGINEER's list of claims (prior or presently outstanding) against its professional liability coverage or statement of no claims signed by the agent of the insurance carrier, shall be incorporated into this Continuing Contract, as Exhibit "C".

8.7 Consultants' Insurance. ENGINEER shall cause its consultants/sub-consultants to provide the same Insurance required by Section 8.3 and to name TOWN as an additional named insured or additional insured.

8.8 Certificates of Insurance; Increased Insurance Requirements. ENGINEER will furnish Certificate(s) of Insurance to the TOWN, to be attached to this Continuing Contract as Exhibit "D". All policies of insurance will be available for the TOWN's inspection and copying, upon request, prior to and following execution of this Continuing Contract. Notwithstanding the specific minimum insurance requirements set forth in this Continuing Contract, the Town may require that the ENGINEER procure additional insurance coverage and limits, and up to the amounts set forth in the RLI for a particular Project(s). The added cost for the additional insurance coverage, if required by the Town, may be included in the total compensation to be set forth in a Project fee schedule as set forth at Section 3.1 hereof.

8.9 Indemnification. To the fullest extent permitted by law, including section 725.08, Florida Statutes, ENGINEER hereby agrees to indemnify, defend, and hold harmless the TOWN, its officers, agents and employees, from and against any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the negligence, recklessness or intentional wrongful conduct of the ENGINEER or its subcontractors, agents, officers, employees, independent contractors pursuant to the Continuing Contract, or anyone else for whose actions ENGINEER is responsible, specifically including but not limited to those caused by or arising out of negligent act, omission, or default of the ENGINEER and/or its subcontractors, agents, or employees in the performance of the operations or services under the Continuing Contract.

8.9.1 Errors and Omissions. The ENGINEER, to the extent of its failure to perform in accordance with the standard of care set forth in this Continuing Contract and/or as otherwise provided by law, is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Work required under this Continuing Contract (including the Work performed by sub-consultants and sub-contractors), within the specified time period and specified cost. The ENGINEER shall perform the Work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient ENGINEER with respect to the disciplines required for the performance of the Work in the State of Florida in the locale whether the Project(s) is located. The ENGINEER is responsible for, and represents that the Work conforms to, TOWN's requirements as set forth in this Continuing Contract. The ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER's negligent acts, recklessness, intentionally wrongful conduct or errors or omissions in the performance of the Work. In addition to all other rights and remedies which the TOWN may have, the ENGINEER shall, at its expense, re-perform the services to correct any deficiencies which result from the ENGINEER's failure to perform in accordance with the above standards. The TOWN shall notify the ENGINEER in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWN's inspection, review, approval or acceptance of, nor payment for, any of the Work required under this Continuing Contract shall be construed to relieve the ENGINEER or any sub-consultant or subcontractor of its obligations and responsibilities hereunder or relating to this Continuing Contract, nor constitute a waiver of any of the TOWN's rights hereunder or of any cause of

action arising out of the ENGINEER's performance under this Continuing Contract. The ENGINEER and its sub-consultants and subcontractors shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the ENGINEER or its sub-consultants and subcontractors to comply with the terms and conditions of this Continuing Contract or by the ENGINEER's or sub-consultants' or subcontractors' misconduct, recklessness, unlawful acts, negligent acts, errors or omissions in the performance of Work. With respect to the performance of Work by sub-consultants and subcontractors, the ENGINEER shall, in approving and accepting such Work, ensure the professional quality, completeness, and coordination of sub-consultant's and subcontractor's Work.

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

8.11 Successors and Assigns. This Continuing Contract is binding upon the parties hereto, their respective successors and assigns and replacements, provided, however, neither party shall assign or transfer any interest in this Continuing Contract without the written consent of the other party.

8.12 No Damage for Delays by TOWN. ENGINEER's sole remedy for any (i) delay in the commencement, prosecution, or completion of its services, (ii) hindrance or obstruction in performance of its services, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this subparagraph as "delays"), whether or not such delays are foreseeable or caused in whole or in part by TOWN, shall be non-compensable. The TOWN shall act reasonably in granting extensions of time to the ENGINEER. All extensions to the time for performance shall be authorized only by written Change Order executed by the TOWN and ENGINEER. In no event shall the ENGINEER be entitled to any other relief or compensation or recovery of any damages under or pursuant to this subparagraph in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, inefficiency costs, impact damages or other similar remuneration.

8.13 Audit and Inspection Rights and Retention of Records by ENGINEER. The TOWN shall have the right to audit the books, records and accounts of ENGINEER that are related to this Continuing Contract. ENGINEER shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Continuing Contract. ENGINEER shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Continuing Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination or expiration of this Continuing Contract or completion of ENGINEER's services hereunder, unless ENGINEER is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at ENGINEER's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or the aforementioned three (3) year period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to ENGINEER's records, ENGINEER shall comply with all requirements

thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ENGINEER. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. In addition, ENGINEER shall respond to the reasonable inquiries of successor ENGINEERS, if any, and allow successor ENGINEERS to receive working papers relating to matters of continuing significance hereunder. In addition, ENGINEER shall provide a complete copy of all working papers including electronic files to the TOWN, prior to final payment by the TOWN under this Continuing Contract.

8.14 Performance during Disputes. Notwithstanding anything contained in this Continuing Contract to the contrary, in the event of any dispute, regardless if noticed in writing between the TOWN and the ENGINEER, the ENGINEER and, if applicable, its consultants will continue to provide services on the Projects under this Continuing Contract pursuant to the terms hereof, and the TOWN will continue to make payments to ENGINEER in accordance with the provisions of the Continuing Contract for any non-disputed items of Work.

8.15 TOWN's Review of Documents. Review and approval of documents or submittals by the TOWN shall be for general design compliance, and approval of such submittals shall not relieve the ENGINEER of any responsibility or liability hereunder.

8.16 Entire Agreement. This Continuing Contract is deemed effective only upon execution by both parties. Additionally, this written Continuing Contract represents the entire and integrated agreement between the TOWN and the ENGINEER and supersedes all prior negotiations or agreements, either written or oral. This Continuing Contract may be amended only if agreed to by both parties, in writing.

8.17 Invalid Provisions. Any term or provision of this Continuing Contract found to be invalid under any applicable Statute or rule of law shall be deemed omitted, and the remainder of this Continuing Contract shall remain in full force and effect.

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

8.19 Sovereign Immunity. Nothing in this Continuing Contract is intended nor shall it be construed or interpreted to waive or modify the TOWN's Sovereign Immunity defense or any other of the TOWN's immunities and limitations on liability as provided for in Florida law and statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

8.20 No Third Party Beneficiaries. This Continuing Contract is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Continuing Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

8.21 Funding. The obligation of TOWN for payment to ENGINEER for services is limited by Florida law 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.

8.22 Manner of Performance. ENGINEER agrees to perform its services in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. ENGINEER agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. ENGINEER agrees to furnish to TOWN any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. ENGINEER 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 Continuing Contract. Failure of ENGINEER to comply with this Paragraph shall constitute a material breach of this Continuing Contract.

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

ENGINEER agrees to maintain public records in ENGINEER’s possession or control in connections with ENGINEER’s performance under this Continuing Contract and to provide the public with access to public records in accordance with the record maintenance, production and codes requirement set forth in Chapter 119, Florida Statutes, or as otherwise required by law. ENGINEER shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. ENGINEER’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Continuing Contract by TOWN, without the requirement of advance written notice.

8.24 Public Entity Crimes. In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a proposal on a contract with TOWN, may not be awarded or perform services as an ENGINEER, contractor, supplier, or subcontractor, under a contract with TOWN, and may not conduct business with TOWN for a period of **thirty six (36) months** from the date of being placed on the

convicted vendor list. Violation of this section by ENGINEER shall result in TOWN's immediate termination of this Continuing Contract, without the requirement of advance written notice.

8.25 Changes and Modification of Continuing Contract. TOWN and ENGINEER may request changes that would increase, decrease or otherwise modify the scope of services to be provided under this Continuing Contract and/or the time for performance. Such changes only become part of this Continuing Contract and increase, decrease or otherwise modify the services under this Continuing Contract if evidenced by a written Change Order executed by TOWN and ENGINEER, with the same formality and of equal dignity associated with the original execution of the Continuing Contract.

8.26 No Waiver of Rights. Neither the TOWN's review, approval or payment for any of the services required under this Continuing Contract shall be construed to operate as a waiver of any of TOWN's rights under this Continuing Contract, or of any causes of action arising out ENGINEER's performance of the services under this Continuing Contract, and ENGINEER shall be and remain liable to the TOWN for all damages to the TOWN caused by the ENGINEER's negligent or improper performance of any of the services furnished under this Continuing Contract, irrespective of the TOWN's review, approval or payment for any of the services under this Continuing Contract. The rights and remedies of the TOWN provided for under this Continuing Contract are in addition to all other rights and remedies provided to TOWN by law or in equity.

8.27 Gender/Word Use. Wherever the context so permits or requires, 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.

8.28 Time is of the Essence. Time is of the essence for all of ENGINEER's obligations under this Continuing Contract.

8.29 Days. The terms "days" as referenced in this Continuing Contract shall mean consecutive calendar days, unless specifically stated to be "work days."

8.30 Equal Opportunity Employment.

A. ENGINEER will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, religion, gender, color or national origin. Such action must include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ENGINEER shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause included in section 8.18 of this Continuing Contract.

B. ENGINEER 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 Part 60).

C. ENGINEER shall comply with Copeland Anti-Kickback Act (18 USC 874), as supplemented in Department of Labor Regulations (29 CFR Part 3).

C. ENGINEER shall comply with the Contract Work Hours and Safety Standards Act (40 US 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

8.31 Notice. Notices shall be given by Certified Mail (RRR), recognized overnight delivery service with tracking receipt, or hand delivery or courier with signed receipt. Notices shall be given to the following addresses:

AS TO TOWN:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew D. Berns
Town Administrator

With a copy to:
Arnstein & Lehr, LLP
200 Las Olas Boulevard, Suite 17000
Ft. Lauderdale, FL 33301
Attn: Keith M. Poliakoff, J.D.

AS TO ENGINEER:

8.32 Independent Contractor. ENGINEER is an independent contractor of TOWN under this Continuing Contract. In providing services, neither ENGINEER 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 services rendered under this Continuing Contract shall be exclusively and solely those of ENGINEER. This Continuing Contract shall not constitute or make the TOWN and ENGINEER a partnership or joint venture.

8.33 Conflicts. Neither ENGINEER nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ENGINEER's loyal and conscientious exercise of independent and professional judgment related to its performance under this Continuing Contract.

A. ENGINEER agrees that none of its officers or employees shall, during the term of this Continuing Contract, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, ENGINEER agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not

preclude ENGINEER or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

8.34 Contingency Fee. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Continuing 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 ENGINEER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Continuing Contract. For a breach or violation of this provision, TOWN shall have the right to terminate this Continuing Contract without liability and, at its discretion, to deduct from the Continuing Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.35 Materiality and Waiver of Breach. TOWN and ENGINEER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Continuing Contract and, therefore, is a material term hereof. TOWN's failure to enforce any provision of this Continuing Contract shall not be deemed a waiver of such provision or modification of this Continuing Contract. A waiver of any breach of a provision of this Continuing Contract shall not be deemed a continuing waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Continuing Contract.

8.36 Joint Preparation. The TOWN and ENGINEER 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 Continuing 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.

8.37 Drug-Free Workplace. ENGINEER shall maintain a drug-free workplace.

8.38 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Continuing Contract.

8.39 Binding Authority. Each person signing this Continuing Contract on behalf of either party individually warrants that he or she has full legal power to execute this Continuing 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 Continuing Contract.

8.40 Truth-in-Negotiation Certificate. Signature of this Continuing Contract by ENGINEER 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 Continuing Contract are accurate, complete, and current at the time of contracting.

8.41 Severability. If any provision of this Continuing Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Continuing Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have made and executed this Continuing Contract on the respective dates under each signature: and THE TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____, 20__.

[SIGNATURES ON NEXT PAGE]

WITNESSES:

SMC Birds

Amanda Denton

CRAIG A. SMITH & ASSOCIATES, INC.,

By: [Signature]
STEPHEN C. SMITH, P.E., Senior Vice President

4th day of November 20 14

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
JEFF NELSON, Mayor

_____ day of _____ 20 _____

WITNESSES:

By: _____
ANDREW D. BERNS, Town Administrator

_____ day of _____ 20 _____

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, J.D., Town Attorney

WITNESSES:

[Signature]
[Signature]

ERDMAN ANTHONY OF FLORIDA, INC.

By: [Signature]
JAMES F. NOTH, PE, PSM, Vice President

5TH day of NOVEMBER 2014

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
JEFF NELSON, Mayor

_____ day of _____ 20____

WITNESSES:

By: _____
ANDREW D. BERNS, Town Administrator

_____ day of _____ 20____

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, J.D., Town Attorney

WITNESSES:

S. Bravo SAUNDRA BRAVO
Bryan Kubik / Bryan / Ki

KEITH & ASSOCIATES, INC.

By: [Signature]
DOBIE KEITH-LAZOWICK, President

3rd day of November 2014

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
JEFF NELSON, Mayor
_____ day of _____ 20____

WITNESSES:

By: _____
ANDREW D. BERNS, Town Administrator
_____ day of _____ 20____

ATTEST:

Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith Poliakoff, J.D., Town Attorney

LIST OF EXHIBITS

EXHIBIT "A-1"	Notice to Proceed
EXHIBIT "A-2"	Standard Project Agreement
EXHIBIT "B"	List of Staff Rate and Reimbursable Schedule
EXHIBIT "C"	List of Claims/Statement of No Claims
EXHIBIT "D"	Certificates of Insurance

EXHIBIT "A-1"

Notice to Proceed (Sample Form)

RE: Continuing Contract for Professional Engineering Services between the Town of Southwest Ranches and _____.

Project Description:

This Notice to Proceed is issued as of this ____ day of _____, 20____, pursuant to that certain Continuing Contract for Professional Services ("Continuing Contract") between the Town of Southwest Ranches and ("ENGINEER"). In accordance with the Continuing Contract, the ENGINEER is hereby authorized and directed to perform the services required for the above referenced Project, and for the total compensation set forth in the Project Agreement attached hereto as Exhibit "1". All services shall be performed in accordance with the terms of the Continuing Contract and Project Agreement, and shall be completed within the time provided for in Exhibit "1"; provided, however, that the ENGINEER shall not perform services for any phase of the Project until a Project Agreement is executed by the TOWN as provided by the Continuing Contract. The date of commencement for the Project shall be effective as of the date of this Notice to Proceed.

Other conditions of this Notice to Proceed include:

Town of Southwest Ranches

By: _____
Andrew D. Berns, Town Administrator

Attest By:

Russell Muñiz, MMC, Town Clerk

EXHIBIT "A-2"

Standard Project Agreement (Sample Form)

EXHIBIT "B"

List of Staff Rate and Reimbursable Schedule

EXHIBIT "C"

List of Claims/Statement of No Claims

EXHIBIT "D"

Certificates of Insurance



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell C. Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Russell C. Muñiz, MMC, Town Clerk

DATE: October 27, 2014

SUBJECT: **Proposed Resolution Appointing the New Vice Mayor of the Town of Southwest Ranches**

Recommendation:

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

Issue:

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

Background:

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

Fiscal Impact:

No impact.

Staff Contact:

Andy Berns, Town Administrator
Russell C. Muñiz, MMC, Town Clerk

**This page
intentionally left blank**

RESOLUTION NO. 2015 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town’s electorate amended Section 2.03 of the Town’s Charter to provide for the annual appointment of the Town’s Vice Mayor; and

WHEREAS, on November 7, 2006 the Town’s electorate further amended Section 2.03 of the Town’s Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town’s Charter by appointing a new Vice Mayor.

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 appoints _____ as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 13th day of November 2014, on a motion by _____

and seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

ATTEST:

Russell C. Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

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

112020996.1



Town of Southwest Ranches

13400 Griffin Road
Southwest Ranches, FL 33330-2628

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Martin D. Sherwood, CPA, CGMA, CGFO
Town Financial Administrator

DATE: November 13, 2014

SUBJECT: FY 2013 / 2014 Year-end Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 13/14 Town Budget as presented to prevent Departmental expenditures from exceeding budgeted approved Departmental appropriations.

Background/Issue

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Towns five funds (General, Transportation, Capital Projects, Debt Service or Solid Waste) had expenditures that exceeded their adopted budget which would result in a violation of State Statute. Additionally, for the second consecutive year, the Southwest Ranches Volunteer Fire Rescue, Inc. (a financial reporting component unit) also did not exceed its adopted budget.

However, while none of the funds exceeded budget, a few of the individual Departments did exceed their approved budgets. For each of those Departments the Town, in accordance with its charter, needs to adjust the impacted departmental budgets. Adoption of the attached resolution and exhibit A "cleans up" the FY 13/14 budget for Town charter compliance.

Fiscal Impact/Analysis

Four of the five Town funds need no revision as no allocation centers (Departments) exceeded budget. The only fund which needs to be addressed is the General Fund. Within that fund, four departments exceeded their appropriations. Those departments are: 1) Legislative (Council), 2) Town Attorney, 3) Building - Permitting Services and 4) Planning/Zoning/Engineering.

The Legislative (Council) expenditures require adjustment to accommodate offsetting higher Scholarship, Education advisory board fund raising resulting in higher scholarship awards granted (\$4,700). In addition, lobbyist expenses were ratified and incurred after the original budget was approved requiring a budget adjustment at this time (\$21,300). Town Attorney's expenditures were exceeded due to extraordinary and unanticipated, including Code Enforcement litigation on behalf of the Town (\$140,000). The higher Town Attorney expenditures were partially offset by an overall increase in code enforcement recoveries. Building - Permitting Services Department and the Planning/Zoning/Engineer expenditures were both primarily exceeded due to regulatory and/or contractual costs associated with additional permitting (\$88,161 and \$12,910, respectively). These expenses were both offset by increased revenues received.

Fortunately, most revenue collected and accounts receivables pertaining to revenues also exceeded budgetary expectations. By adjusting for these unexpected increases or **decreases** in ad valorem taxes (\$46,032), utility taxes (\$131,720), franchise fees (\$84,597), communication services taxes (\$18,795), building – permitting fees (\$119,697), In-house engineering fees (\$10,347), planning/zoning/engineering fees (\$20,977), code enforcement/legal recoveries (\$251,692), Federal Grant-Public Safety (**\$64,240**), State Revenue Sharing-Sales Taxes (\$31,236), and Contributions/Scholarships revenues (\$4,700). Upon reversing the current budget appropriated fund balance of **\$533,218**, the above mentioned departmental expenditures are balanced and the General Fund unassigned Fund Balance (reserves) are left intact. **Therefore, this resolution increases the total current budget of the General Fund for Fiscal Year 2013 / 2014 by \$122,335 without the need to use any General Fund unassigned Fund Balance (reserves).**

On a final note, unrelated to the budgeting resolution presented above, the *unaudited* General Fund net change in fund balance (a/k/a: surplus/excess of revenues over expenditures/increase to reserves) is in excess of \$400,000 as of agenda date.

Staff Contact

Martin D. Sherwood, CPA, CGMA, CGFO
Town Financial Administrator

RESOLUTION NO. 2015 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2013/2014 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 26, 2013, pursuant to Ordinance No. 2013-12, the Town Council approved and adopted the fiscal year 2013/2014 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year 2013/2014 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the External Auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the Fiscal Year (FY) 2013/2014 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the Fiscal Year 2013/2014 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current Fiscal Year 2013/2014 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for Fiscal Year 2013/2014 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2013/2014.

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

Florida, this 13th day of November, 2014 on a motion by _____

_____ and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
112021059.1

EXHIBIT A

TOWN OF SOUTHWEST RANCHES FYE 2013 / 2014 BUDGET ADJUSTMENTS				
General Fund Revenue	FY 13/14 Current Budget	Budget Change- Increase/ (Decrease)	FY 13/14 Revised Current Budget	Explanation
Advalorum Taxes	4,199,686	46,032	4,245,718	Unanticipated Collections
Utility Taxes	672,000	131,720	803,720	Unanticipated Collections
Franchise Fees	524,054	84,597	608,651	Unanticipated Collections
Communication Svcs Taxes	346,669	18,795	365,464	Collections less than anticipated
Building - Permitting Fees	300,000	119,697	419,697	Town permitting higher than anticipated
In-house Engineering Fees	25,000	10,347	35,347	In-house Engineering fees higher than anticipated
Planning/Zoning Permit Fees	118,000	20,977	138,977	P&Z Permitting fees higher than anticipated
Code Enforcement/legal Recoveries	145,000	251,692	396,692	Code/Lien enforcement recoveries higher than anticipated
Federal Grant-Public Safety	76,833	(64,240)	12,593	Federal grant procurement activity less than anticipated
SRS-1/2 cent Sales Taxes	423,276	31,236	454,512	State revenue sharing higher than anticipated
Contribution/Scholarships	2,500	4,700	7,200	Scholarship donations rec'd were higher than anticipated
Appropriated Fund Balance	533,218	(533,218)	0	Reduction in anticipated utilization of Fund Balance (reserves)
		\$122,335	Total increase to revenues (net)	
General Fund Department	FY 13/14 Current Budget	Budget Change- Increase/ (Decrease)	FY 13/14 Revised Current Budget	Explanation
Legislative	6,500	4,700	11,200	Accommodates higher Scholarship revenue/awards granted
Legislative	80,000	21,300	101,300	Portion of lobbyist expense not originally budgeted
Town Attorney	455,000	140,000	595,000	Extraordinary/Unanticipated (incl. Code Enforcement) Litigation
Executive	421,862	(17,984)	403,878	Lower operating costs than originally budgeted
Building - Permitting	200,300	88,161	288,461	Permit processing costs offset by increased revenues
Planning/Zoning/Engineering	344,331	12,910	357,241	primarily P&Z permitting costs offset by increased revenue
Parks/Rec & Open Spaces	245,732	(47,406)	198,326	Lower operating costs than originally budgeted
Non-Departmental	1,521,194	(79,346)	1,441,848	Lower Bldg/other maint./insurance/gas/electric costs
		\$122,335	Total increase to expenditures (net)	

This page
intentionally left blank



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

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

Town Council
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breikreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, Town Attorney
Russell C. Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Nelson and Town Council

THRU: Andy Berns, Town Administrator

FROM: Russell C. Muñiz, MMC, Town Clerk

DATE: November 5, 2014

SUBJECT: Authentication of Approved Charter Amendments

Recommendation:

Town Staff is requesting Town Council's consideration and approval of this resolution which seeks to authenticate the Charter Amendments to reflect the approval of the electorate in conformance with the current Charter.

Issue:

This Resolution is necessary to document the authentication of the Charter Amendments approved by the electorate.

Background:

On June 12, 2014 the Town Council approved, via Ordinance 2014-004, three Charter Amendments to be considered by the electorate.

On November 4, 2014, the Town's electorate approved the three Amendments to the Town's Charter. Pursuant to Section 4.07(a) of the Town's Charter the Mayor and the Town Clerk must authenticate the Charter Amendments to reflect the approval of the electorate.

Fiscal Impact:

No impact.

Staff Contact:

Andy Berns, Town Administrator
Russell C. Muñiz, MMC, Town Clerk

RESOLUTION NO. 2015 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REQUESTING THAT THE MAYOR AND THE TOWN CLERK THROUGH THIS RESOLUTION AUTHENTICATE THE ELECTORATE'S APPROVAL OF THREE CHARTER AMENDMENTS; DIRECTING THE TOWN CLERK TO INCORPORATE THE APPROVED CHARTER AMENDMENTS INTO THE TOWN'S CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2014, the Town's electorate approved three amendments to the Town's Charter; and

WHEREAS, pursuant to Section 4.07(a) of the Town's Charter the Mayor and the Town Clerk must authenticate the Charter Amendments to reflect the approval of the electorate; and

WHEREAS, this Resolution is necessary to document the authentication of the Charter Amendments.

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 Broward County Supervisor of Elections will certify the results of the November 4, 2014, election, as follows:

SOUTHWEST RANCHES AMENDMENT # 1	
ELECTED OFFICIALS CONCURRENTLY EMPLOYED	
YES/SI/WI	1,785 77.01%
NO/NO/NON	533 22.99%

SOUTHWEST RANCHES AMENDMENT # 2	
BOARD AND COMMITTEE SERVICE	
YES/SI/WI	1,863 80.65%
NO/NO/NON	447 19.35%

SOUTHWEST RANCHES AMENDMENT # 3
 UNCOMPENSATED INDIVIDUAL
 YES/SI/WI 1,550 68.55%
 NO/NO/NON 711 31.45%

Section 3. The Mayor and the Town Clerk are hereby requested to authenticate the electorate’s approval of amending the following sections of the Town’s Charter as follows:

1. Section 2.07. – Compensation; reimbursement for expenses.

. . .

(c) The positions of Mayor and Council member shall be part-time positions, and the individuals serving in such positions shall be permitted to engage in outside/concurrent employment consistent with Chapter 112, F.S., as applicable and as may be amended. Any required disclosures associated with such outside/concurrent employment shall be consistent with and limited to the requirements of Chapter 112, F.S., as may be amended.

. . . .

2. Section 8.08. – Boards and Committees.

(a) The Town Council may establish, from time to time as it deems necessary and appropriate, boards and committees to provide advice or recommendations to the Town Council or to render decisions on certain matters delegated by the Town Council.

(b) Service on the Town’s boards and committees shall be voluntary and part-time. Individuals serving on Town boards and committees shall be permitted to engage in outside/concurrent employment consistent with Chapter 112, F.S., as applicable and as may be amended. Any required disclosures associated with such outside/concurrent employment shall be consistent with and limited to the requirements of Chapter 112, F.S., as may be amended from time to time.

3. Section 8.09. – Lobby or Lobbyists.

The definition of the terms "lobby" or "lobbyist", as may be applicable to the Town, shall not include uncompensated residents who are simply advocating for themselves or for other Town residents.

Section 4. The Town Clerk is hereby directed to incorporate the approved Charter Amendments into the Town's Charter.

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 13TH day of November, 2014 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Fisikelli _____
McKay _____
Jablonski _____
Nelson _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell C. Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 9, 2014

13400 Griffin Road

Present:

Vice Mayor Gary Jablonski
Council Member Doug McKay
Council Member Steve Breitkreuz

Andrew Berns, Town Administrator
Russell Muñiz, Town Clerk

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Jablonski at 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

MOTION: TO EXCUSE THE ABSENCE OF COUNCIL MEMBER FISIKELLI AND MAYOR NELSON.

3. Presentation – Giant African Land Snails - Lou Volpe, U.S. Department of Agriculture

Lou Volpe, from the U.S. Department of Agriculture gave a presentation on the Giant African Land Snails and provided information for residents to report any sightings.

4. Presentation – November Election Update – Broward County Supervisor of Elections

Fred Bellis of the Broward County Supervisor of Elections gave a brief presentation on the upcoming November 4, 2014 elections season. He provided information on voter statistics and absentee ballot information.

5. Presentation – SMART Initiative Bond Referendum – Broward County Public Schools

Carlton Fleming, Director of Performance Management with Broward County Public Schools spoke about the \$800 million general obligation bond that voters would decide on in November and explained how the proceeds would be allocated.

6. Public Comment

The following member of the public addressed the Town Council: Barry Neunzig.

7. Board Reports

There were no board reports presented to the Town Council.

8. Council Member Comments

Council Member Breitkreuz reported on the Country Estates HOA Meeting held on October 6th. He advised that the membership voted in favor of three items related to Griffin Road west of Bonaventure Boulevard. They wished for Council to pursue funding for a bike path, low impact lighting, and guardrails.

Council Member McKay displayed a video that he recorded Friday October 3rd which depicted traffic conditions at the South Florida Hindu Temple.

Vice Mayor Jablonski advised that the Aster Knight Parks Foundation Hoe Down was October 11th at the Weekley Pavilion. He announced that on October 18th the Southwest Ranches Country Roads Arts and Crafts Festival would be held at the Equestrian Park. He further advised that the School Education Advisory Board would be hosting a Food Truck Event at the Equestrian Park on October 25th.

9. Legal Comments

As Town Attorney Poliakoff was absent there were no legal comments.

10. Administration Comments

Mr. Berns advised that on October 11th the Town would be holding a Household Hazardous Waste and Shred A Thon event at Rolling Oaks Park. He advised that the bench in tribute to Town Attorney Emeritus Gary Poliakoff has been ordered. Lastly, he advised that the Town Council Workshop scheduled for November 6th at 6 p.m. to discuss the Southwest Ranches Volunteer Fire Rescue was requested to be rescheduled by the Fire Advisory Board. Because of Council Member schedules the request could not be accommodated. He further advised that a member of the Town Council has requested that the meeting start time be changed to 7 p.m.

11. Ordinance – 2nd Reading - AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE AND UTILITIES ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO ESTABLISH AN EMPLOYMENT CENTER LAND USE DESIGNATION WITH SUPPORTING OBJECTIVES AND POLICIES; REVISING THE LISTS OF PERMITTED USES WITHIN NONRESIDENTIAL LAND USE DESIGNATIONS AND SUPPORTING OBJECTIVES AND POLICIES; ESTABLISHING CRITERIA FOR THE EXTENSION OF CENTRALIZED POTABLE WATER AND SANITARY SEWER SERVICE WITHIN THE TOWN; MAKING REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on first reading on July 10, 2014}

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

MOTION: TO TABLE THE ORDINANCE TO OCTOBER 23, 2014.

12. Approval of Minutes

- a. Minutes for September 15, 2014 – Regular Council Meeting
- b. Minutes for September 15, 2014 - 1st Budget Hearing

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

MOTION: TO APPROVE THE SEPTEMBER 15, 2014 REGULAR COUNCIL MEETING MINUTES.

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

MOTION: TO APPROVE THE SEPTEMBER 15, 2014 1ST BUDGET HEARING MINUTES.

13. Adjournment – Meeting was adjourned at 8:20 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Town Clerk

Adopted by the Town Council on this 13th day of November, 2014.

Jeff Nelson, 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.