



Southwest Ranches Town Council

REGULAR MEETING

Agenda of December 14, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Legislative Session - Representative Jenne & Representative Stark**
4. **I-75 Express Lanes - Gerdy St. Louis, Community Outreach Specialist**
5. **Reognition - City of Tamarac IT - 20174 Digital Cities Survey Award Recipients**
6. **Public Comment**
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
7. **Board Reports**
8. **Council Member Comments**
9. **Legal Comments**
10. **Administration Comments**

Ordinance - 1st Reading

11. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2018-2022 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SINGLE SOURCE AGREEMENT WITH ADVANCED MODULAR STRUCTURES, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$250,625) TO COMPLETE THE FIRE MODULAR PROJECT AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

- 19. Code Compliance Update - Robert Solera, Community Development Director**
- 20. Town Administrator/Town Financial Administrator Annual Review**
- 21. Approval of Minutes**
 - a. October 26, 2017 Regular Meeting**
 - b. November 9, 2017 Regular Meeting**
 - c. November 28, 2017 Special Meeting**

22. Adjournment

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

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/14/2017
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

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

Strategic Priorities

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

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements ("Schedule") within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded

improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

Amendments to the Schedule are not deemed to be comprehensive plan amendments, and do not require State Land Planning Agency review. The Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

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

Emily McCord Aceti, Community Services Manager

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

ATTACHMENTS:

Description	Upload Date	Type
CIE Ordinance - TA Approved	12/8/2017	Ordinance
CIE Update	12/8/2017	Exhibit
CIE Update - Data & Analysis	12/8/2017	Exhibit

ORDINANCE 2018-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2018-2022 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule to Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, Section 163.3177, F.S. provides that updates to the Schedule shall not be deemed to be amendments to the Comprehensive Plan; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on December 14, 2017 and recommends the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule to Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and is incorporated herein by reference.

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

SECTION 4. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED ON FIRST READING this 14th day of December, 2017 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ____ day of _____, 2018 on a motion made by _____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114587609.1

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

{9J-5.016(3)(a)}

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

{9J-5.016(3)(b)(1,3 &5)}

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town's adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m

- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

{9J-5.016(3)(c)(1,3-6 & 7)}

CIE POLICY 1.1-c: The following standards regarding debt shall be adhered to, where feasible: The total debt service shall not exceed 15% of the Town's total revenues. The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

{9J-5.016(3)(c)(2)}

CIE POLICY 1.1-d: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

{9J-5.016(3)(c)(7)}

CIE POLICY 1.1-e: All future developments shall be responsible for paying proportionate fair share of the cost of all public facilities required to accommodate the project's impact without exceeding the adopted level of service standards.

CIE Policy 1.1-f: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 15-1ESR, December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-i: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: The uniform, district-wide LOS shall be 100 percent of gross capacity (with re-locatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town's adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District's Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Evaluate the public benefits of annexing lands into the Town.
3. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
4. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
5. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
6. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County MPO.
7. Encourage enforcement of the Town's current land development regulations.
8. Analyze the 2010 Census data, and evaluate the Comprehensive Plan to reflect new data.
9. Develop and maintain a tertiary drainage plan for all the areas within our Town.
10. Any Town developed tertiary drainage system must be coordinated with the Central Broward Water Control District and the South Broward Drainage District.
11. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
12. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.

13. The Evaluation and Monitoring System shall include an annual report of its five-year capital improvements element to determine the status of its existing programs or any new programs.
14. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.
15. The Town shall determine feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2017 - FY 2021

Department Name	Project Name	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
Public Safety	Fire Wells Replacement and Installation	15,000	FA	15,000	FA	15,000	75,000
	Emergency Operations Center	-	-	-	-	5,400,000	5,400,000
	Fire Rescue Modular Facilities	171,530	CIP-FB	-	-	-	171,530
	-	-	-	-	-	-	-
Parks, Recreation & Open Space/Capital Projects Fund	Country Estates Park	150,000	G, CIP-FB, GF-Trf	25,553	NE	29,378	243,462
	Calusa Corners Park	100,000	G	503,225	NE	211,000	1,355,725
	Trailside - "Founder's" Park	75,000	G, GF-Trf	-	-	-	75,000
	Sunshine Ranches Equestrian Park Irrigation System Overhaul	34,350	GF-FB, CIP-FB	-	-	-	34,350
	Rolling Oaks Passive Open Space and Barn	10,250	CIP-FB	38,650	NE	12,125	96,000
	Frontier Trails Conservation Area	390,930	NE	390,930	NE	390,930	1,954,650
	Southwest Meadows Sanctuary Park	211,095	NE	518,406	NE	518,406	2,284,719
-	Covered Dock on C-11 Canal	100,000	NE	-	-	-	100,000
	-	-	-	-	-	-	-
Transportation Fund/	Transportation Surface Drainage & Ongoing Rehab (TSDOR)	495,000	GF-Trf (mill=-4050)	736,510	GF-Trf (mill=1BD)	766,090	3,370,780

<u>Engineering</u>	<u>Stirling Road Guardrails Installation Project</u>	<u>350,000</u>	<u>G-IFB</u>	<u>100,000</u>	<u>NE</u>	<u>100,000</u>	<u>NE</u>	<u>100,000</u>	<u>NE</u>	<u>750,000</u>
	<u>Drainage Improvement Projects</u>	<u>109,200</u>	<u>GF-IfF,IFB</u>	<u>100,000</u>	<u>GF-IfF</u>	<u>100,000</u>	<u>GF-IfF</u>	<u>100,000</u>	<u>GF-IfF</u>	<u>509,200</u>
	<u>Pavement Striping and Markers</u>	<u>50,000</u>	<u>GF-IfF</u>	<u>50,000</u>	<u>GAS, GF-IfF</u>	<u>50,000</u>	<u>GAS, GF-IfF</u>	<u>50,000</u>	<u>GAS, GF-IfF</u>	<u>250,000</u>
	<u>Townwide Entranceway Signage</u>	<u>30,000</u>	<u>GF-IfF</u>	<u>-</u>	<u>-</u>	<u>20,000</u>	<u>GF-IfF</u>	<u>20,000</u>	<u>GF-IfF</u>	<u>90,000</u>
	<u>SW 210 Terrace Roadway Improvement</u>	<u>150,000</u>	<u>NE</u>	<u>95,000</u>	<u>NE</u>	<u>704,500</u>	<u>NE</u>	<u>-</u>	<u>-</u>	<u>1,654,000</u>
	<u>Street Lighting</u>	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>IFB</u>	<u>201,000</u>	<u>NE</u>	<u>196,000</u>	<u>-</u>	<u>422,000</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<u>PROJECT TOTALS</u>	<u>\$2,442,355</u>	<u>\$2,319,069</u>	<u>\$3,403,774</u>	<u>\$3,058,289</u>	<u>\$7,612,929</u>	<u>\$18,836,416</u>			

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service.
All projects are subject to available funding.

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>GIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>

<u>GF-Tr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>
<u>VFF-FB</u>	<u>Volunteer Fire Fund Fund Balance</u>

Five Year Capital Improvement Plan **All Funds Project Expenditure Summary FY 2018 - FY 2022**

Department Name	Project Name	FY 2018		FY 2019		FY 2020		FY 2021		FY 2022		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA	30,000	FA	30,000	FA	30,000	FA	30,000	FA	150,000
	Fire Rescue Modular Facilities	216,315	CIP-FB, GF-FB	-		-		-		-		216,315
	Emergency Operations Center	-		-		-		-		5,400,000	NF	5,400,000
Townwide/Capital Projects Fund	Town Hall Complex Safety, Lightning and Drainage Improvements	12,500	CIP-FB	115,000	GF Tfr, CIP-FB	-		-		-		127,500
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	100,000	G, CIP-FB	100,000	NF	223,500	NF	689,650	NF	841,500	NF	1,954,650
	Calusa Corners Park	50,000	G	296,000	NF	503,225	NF	195,500	NF	211,000	NF	1,255,725
	PROS Entranceway Signage	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	15,000	GF Tfr	75,000
	Country Estates Park Perimeter Fencing Improvement	10,700	GF Tfr	45,353	NF	25,553	NF	10,178	NF	29,378	NF	121,162
	Southwest Meadows Sanctuary Park	211,095	NF	518,406	NF	518,406	NF	518,406	NF	518,406	NF	2,284,719
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-		-		-		-		25,700
	-											

<u>Public Works: Engineering/Transportation Fund</u>	<u>Transportation Surface Drainage & Ongoing Rehab (TSDOR)</u>	965,000	<u>TFB, GF Tfr</u> (mill=.3612)	495,000	<u>GF Tfr</u> (mill=TBD)	495,000	<u>GF Tfr</u> (mill=TBD)	495,000	<u>GF Tfr</u> (mill=TBD)	2,945,000
	<u>Drainage Improvement Projects</u>	805,510	<u>G, GF Tfr</u>	100,000	<u>GF Tfr</u>	100,000	<u>GF Tfr</u>	100,000	<u>GF Tfr</u>	1,205,510
	<u>Pavement Striping and Markers</u>	20,000	<u>GF Tfr</u>	50,000	<u>GAS, GF Tfr</u>	50,000	<u>GAS, GF Tfr</u>	50,000	<u>GAS, GF Tfr</u>	220,000
	<u>Guardrails Installation Project SW 210 Terrace Roadway Improvement</u>	10,000	<u>TFB</u>	100,000	<u>NF</u>	100,000	<u>NF</u>	100,000	<u>NF</u>	410,000
	<u>Townwide Entranceway Signage</u>	150,000	<u>NF</u>	95,000	<u>NF</u>	704,500	<u>NF</u>	-	-	1,654,000
	<u>Street Lighting</u>	15,000	<u>NF</u>	15,000	<u>NF</u>	15,000	<u>NF</u>	15,000	<u>NF</u>	75,000
		-		25,000	<u>TFB</u>	201,000	<u>NF</u>	-	-	422,000
	<u>PROJECT TOTALS</u>		<u>\$2,636,820</u>	<u>\$1,999,759</u>	<u>\$2,981,184</u>	<u>\$3,119,234</u>	<u>\$7,805,284</u>	<u>\$18,542,281</u>		

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>

<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

PROPOSED FY 2017-2018 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2018-2022): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

All Town owned and maintained roadways operate at or above the adopted LOS Standard, and are projected to continue to do so within the five year planning period, except for Dykes Road (160th Avenue), which is currently over capacity at its intersections with both Griffin Road and Sheridan Street. Dykes Road is a two lane regional collector spanning the Town from north to south (approximately 2.5 miles) that connects the densely populated cities of Miramar, Pembroke Pines and Weston, via the sparsely populated Town of Southwest Ranches. Within Southwest Ranches, the road functions as more of a conduit for extra-jurisdictional traffic and local residential access than it does as a local collector (as evidenced by only one full intersection bookended by two other jurisdictions, and the predominating one dwelling unit per acre residential future land use map designation of the corridor). The few properties within the corridor designated for nonresidential use (Community Facility) are developed, and the remainder of properties and the few streets feeding into Dykes Road are designated residential at one dwelling unit per acre, and thereby constitute de minimis impacts. Therefore, the Town does not plan to improve Dykes Road. Mass Transit facilities are provided by Broward County Transit.

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY [2017/18 – 2021/22](#)
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2035
- *FDOT Adopted Work Program FY [2017/18 – 2021/22](#)

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail service agreement with these two locations. The only other properties served by

VIII. Capital Improvements Element Data, Inventory & Analysis

centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditures related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise, and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The August 27, 2008 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2017/18 – 2021/22 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

VIII. Capital Improvements Element Data, Inventory & Analysis

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to compliment drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year 2019, the long term planning horizon, will be 58.38 acres. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

The uniform, district-wide adopted LOS is 100 percent of gross capacity (with relocatable classrooms) for each public elementary, middle, and high school within Broward County. The adopted LOS will be met within the short and long range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY [2017/18 – 2021/22](#) is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

VIII. Capital Improvements Element Data, Inventory & Analysis

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

The capital fund was established to track and plan for all major capital projects of the Town. Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

VIII. Capital Improvements Element Data, Inventory & Analysis

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All of the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

Formatted: Tab stops: Not at 0 pt

138

2017-2018⁷ CIE Update
Town of Southwest Ranches Comprehensive Plan
Adopted by Southwest Ranches Town Council May 2003 – Updated November 2012

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2017 -- FY 2021

Formatted: Strikethrough

<u>Department Name</u>	<u>Project Name</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>
<u>Public Safety</u>	Fire Wells Replacement and Installation	15,000	15,000	15,000	15,000	15,000	75,000
	Emergency Operations Center	-	-	-	-	5,400,000	5,400,000
	Fire Rescue Modular Facilities	171,530	-	-	-	-	171,530
<u>Parks, Recreation & Open Space/Capital Projects Fund</u>	-	-	-	-	-	-	-
	Country Estates Park	150,000	28,353	25,553	10,178	29,378	243,462
	Calusa Corners Park	100,000	346,000	503,225	195,500	211,000	1,355,725
	Trailside "Founder's" Park	75,000	-	-	-	-	75,000
	Sunshine Ranches Equestrian Park	34,350	-	-	-	-	34,350
	Irrigation System Overhaul	-	-	-	-	-	-
	Rolling Oaks Passive Open Space and Barn	10,250	22,700	38,650	12,275	12,125	96,000
	Frontier Trails Conservation Area	390,930	390,930	390,930	390,930	390,930	1,954,650
	Southwest Meadows Sanctuary Park	211,095	518,406	518,406	518,406	518,406	2,284,719
	Covered Dock on C-11 Canal	100,000	-	-	-	-	100,000
-	-	-	-	-	-	-	-

Transportation Fund/ Engineering	Transportation Surface Drainage & Ongoing Rehab (TSDOR)	495,000	GF Ifr (mill=-4050)	627,680	GF Ifr (mill=TBD)	736,510	GF Ifr (mill=TBD)	745,500	GF Ifr (mill=TBD)	766,090	GF Ifr (mill=TBD)	3,370,780
	Stirling Road Guardrails Installation Project	350,000	G, TFB	400,000	NF	400,000	NF	400,000	NF	400,000	NF	750,000
	Drainage Improvement Projects	409,200	GF Ifr, TFB	400,000	GF Ifr	400,000	GF Ifr	400,000	GF Ifr	400,000	GF Ifr	509,200
	Pavement Striping and Markers	50,000	GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	50,000	GAS, GF Ifr	250,000
	Townwide Entranceway Signage	30,000	GF Ifr	-	-	20,000	GF Ifr	20,000	GF Ifr	20,000	GF Ifr	90,000
	SW 210 Terrace Roadway Improvement	150,000	NF	95,000	NF	704,500	NF	704,500	NF	-	-	1,654,000
	Street Lighting	-	-	25,000	TFB	201,000	NF	196,000	NF	-	-	422,000
	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-
	PROJECT TOTALS	\$2,442,355		\$2,319,069		\$3,403,774		\$3,058,289		\$7,612,929		\$48,836,416

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program
Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2018 - FY 2022

Department Name	Project Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022		FY 2022		Total
Public Safety/ General Fund & Capital Projects Fund	Fire Wells Replacement and Installation	30,000	FA 30,000	FA 30,000	FA 30,000	FA 30,000	FA	150,000		
	Fire Rescue Modular Facilities	216,315	CIP-FB, GF-FB	-	-	-	-	216,315		
	Emergency Operations Center	-	-	-	-	5,400,000	NF	5,400,000		
	-	-	-	-	-	-	-	-	-	-
Townwide/Capital Projects Fund	Town Hall Complex Safety, Lightning and Drainage Improvements	12,500	CIP-FB	GF Tfr, CIP-FB 115,000	-	-	-	127,500		
	-	-	-	-	-	-	-	-	-	-
Parks, Recreation & Open Space/ Capital Projects Fund	Frontier Trails Conservation Area	100,000	G, CIP-FB	NF 223,500	NF 689,650	NF 841,500	NF	1,954,650		
	Calusa Corners Park	50,000	G	NF 503,225	NF 195,500	NF 211,000	NF	1,255,725		
	PROS Entranceway Signage	15,000	GF Tfr	15,000	15,000	15,000	GF Tfr	75,000		
	Country Estates Park Perimeter Fencing Improvement	10,700	GF Tfr	NF 25,553	NF 10,178	NF 29,378	NF	121,162		
	Southwest Meadows Sanctuary Park	211,095	NF	NF 518,406	NF 518,406	NF 518,406	NF	2,284,719		
	Sunshine Ranches Equestrian Park Playground Rehabilitation	25,700	NF	-	-	-	-	25,700		
-	-	-	-	-	-	-	-	-	-	-

2017-2018 CIE Update
Town of Southwest Ranches Comprehensive Plan
Adopted by Southwest Ranches Town Council May 2003 – Updated November 2012

Public Works: Engineering/ Transportation Fund	<u>Transportation Surface Drainage & Ongoing Rehab (TSDOR)</u>	<u>965,000</u>	<u>TFB, GF Tfr (mill= .3612)</u>	<u>495,000</u>	<u>GF Tfr (mill=TBD)</u>	<u>495,000</u>	<u>GF Tfr (mill=TBD)</u>	<u>495,000</u>	<u>GF Tfr (mill=TBD)</u>	<u>2,945,000</u>
	<u>Drainage Improvement Projects</u>	<u>805,510</u>	<u>G, GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>100,000</u>	<u>GF Tfr</u>	<u>1,205,510</u>
	<u>Pavement Striping and Markers</u>	<u>20,000</u>	<u>GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>50,000</u>	<u>GAS, GF Tfr</u>	<u>220,000</u>
	<u>Guardrails Installation Project SW 210 Terrace Roadway Improvement</u>	<u>10,000</u>	<u>TFB</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>100,000</u>	<u>NF</u>	<u>410,000</u>
	<u>Townwide Entranceway Signage</u>	<u>15,000</u>	<u>NF</u>	<u>95,000</u>	<u>NF</u>	<u>704,500</u>	<u>NF</u>	<u>-</u>	<u>-</u>	<u>1,654,000</u>
	<u>Street Lighting</u>	<u>-</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>15,000</u>	<u>NF</u>	<u>75,000</u>
		<u>-</u>		<u>25,000</u>	<u>TFB</u>	<u>201,000</u>	<u>NF</u>	<u>196,000</u>	<u>NF</u>	<u>422,000</u>
	<u>PROJECT TOTALS</u>	<u>\$2,636,820</u>		<u>\$1,999,759</u>	<u>\$2,981,184</u>	<u>\$3,119,234</u>	<u>\$7,805,284</u>	<u>\$18,542,281</u>		

<u>Funding Source Code</u>	<u>Funding Source Name</u>
<u>CIP-FB</u>	<u>Capital Projects Fund Fund Balance</u>
<u>DEBT</u>	<u>DEBT-General Obligation or otherwise</u>
<u>FA</u>	<u>Fire Assessment</u>
<u>G</u>	<u>Grant Funding</u>
<u>GAS</u>	<u>Local Option Gas Taxes</u>
<u>GF-FB</u>	<u>General Fund Fund Balance</u>

<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NE</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

Source: Town of Southwest Ranches Financial Administrator's Office, 5 Year Capital Improvements Program

Note: None of the projects listed above are required to achieve and / or maintain adopted levels of service. All projects are subject to available funding.

Appendix B: Funding Sources

Five Year Capital Improvement Plan -- All Funds Funding Source Summary
FY 2017 -- FY 2021

-	Source Name	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
CIP-FB	Capital Projects Fund Fund Balance	215,780	-	-	-	-	215,780
DEBT	DEBT General Obligation or otherwise	-	-	-	-	-	-
FA	Fire Assessment	15,000	15,000	15,000	15,000	15,000	75,000
G	Grant Funding	487,500	-	-	-	-	487,500
GAS	Local Option Gas Taxes	-	25,000	25,000	25,000	25,000	100,000
GF-FB	General Fund Fund Balance	20,350	-	-	-	-	20,350
GF-Trf	General Fund Transfer from Operating Revenues	742,500	752,680	881,510	890,500	911,000	4,178,280
NF	Not Funded	852,025	1,501,389	2,482,264	2,127,789	6,661,839	13,625,306
TFB	Transportation Fund Fund Balance	109,200	25,000	-	-	-	134,200
VFF-FB	Volunteer Fire Fund Fund Balance	-	-	-	-	-	-
Totals		2,442,355	2,319,069	3,403,774	3,058,289	7,612,929	18,836,416

Formatted: Strikethrough

Formatted: Strikethrough

Five Year Capital Improvement Plan - All Funds Funding Source Summary

FY 2018 - FY 2022

	Source Name	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total
CIP-FB	Capital Projects Fund Fund Balance	204,030	16,575	-	-	-	220,605
DEBT	DEBT-General Obligation or otherwise	-	-	-	-	-	-
FA	Fire Assessment	30,000	30,000	30,000	30,000	30,000	150,000
G	Grant Funding	620,000	-	-	-	-	620,000
GAS	Local Option Gas Taxes	-	25,000	25,000	25,000	25,000	100,000
GF-FB	General Fund Fund Balance	44,785	-	-	-	-	44,785
GF Tfr	General Fund Transfer from Operating Revenues	831,210	733,425	635,000	635,000	635,000	3,469,635
NF	Not Funded	401,795	1,169,759	2,291,184	2,429,234	7,115,284	13,407,256
TFB	Transportation Fund Fund Balance	505,000	25,000	-	-	-	530,000
		-					-
	Totals	2,636,820	1,999,759	2,981,184	3,119,234	7,805,284	18,542,281



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

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

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: CPAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
RESO - CPAB 2018 - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2001-035, establishing a Comprehensive Plan Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2017 the Comprehensive Plan Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Comprehensive Plan Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Comprehensive Plan Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Comprehensive Plan Advisory Board's purpose and objectives as follows:

- i. To review and to provide input into the development of the Comprehensive Plan and to make recommendations to the Town Council.
- ii. To review and to provide input on any item, as may be specifically requested by the Town Council that may affect land use within the Town.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of December, 2017, on a motion by

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

[Signatures on Following Page]

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587573.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: DIAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
RESO DIAB 2018 - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2002, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2002-49, establishing a Fill and Drainage Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2017, the Drainage and Infrastructure Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town continues to see a need for the Drainage and Infrastructure Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Drainage and Infrastructure Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Drainage and Infrastructure Advisory Board's purpose and objectives as follows:

- i. To provide input into the development of policies and procedures concerning filling, excavating, and clearing of lands within the Town.
- ii. To provide input into any necessary revisions related to the tertiary drainage plan and to provide input into the prioritization of necessary drainage improvements within the Town.
- iii. To provide input into the development of policies and procedures concerning the Town's infrastructure.
- iv. To solicit input from residents of the Town concerning drainage and other infrastructure-related improvements.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 14th day of December, 2017, on a motion by

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587553.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: FAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

The Fire Advisory Board (FAB) shall meet as directed by the Town Council.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Reso - FAB 2018 - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on August 9, 2012, the Town Council adopted Resolution 2012-64, establishing a Fire Advisory Board to advise on matters relating to the Town's Fire and EMS Services; and

WHEREAS, on December 31, 2017, the Fire Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Fire Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Fire Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Fire Advisory Board's purpose and objectives as follows:

- i. To advise the Council of fire and ems related issues.
- ii. To analyze the needs of the Volunteer Fire Department.
- iii. To analyze the Volunteer Fire Department's use of funds.

- iv. The Town Staff Liaison shall serve as the conduit to provide the Fire Advisory Board with any information required to perform its services delineated herein.
- v. A Fire Advisory Board Member shall not hold themselves out, in anyway, as being on the Board of Directors of the Volunteer Fire Department, or as an agent of the Town.
- vi. The Fire Advisory Board shall meet as directed by the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of December, 2017, on a motion by _____ and seconded by _____.

[Signatures on Following Page]

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587542.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: RFNRAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
RESO - RFNRAB - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (RFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2003, the Town Council approved Resolution No. 2004-20, establishing the Friends of the Parks Advisory Board; and

WHEREAS, on January 11, 2007, the Town Council approved Resolution No. 2007-023, changing the name of the Friends of the Parks Advisory Board to the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2017, the Recreation, Forestry, and Natural Resources Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to ratify the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Recreation, Forestry, and Natural Resources Advisory Board for one (1) additional year.

Section 3. The Town Council hereby ratifies the Recreation, Forestry, and Natural Resources Advisory Board's purpose and objectives as follows:

- i. To provide input into the coordination of plans for the acquisition, funding, design, development, operation, maintenance and regulation of parks within the Town.
- ii. To provide input into those multipurpose trails within the Town.
- iii. To provide input into matters of forestry and natural resources, including but not limited to: tree canopy maintenance, management, and protection; water conservation; preservation, and protection of the environment; and protection of wildlife.
- iv. To solicit input from residents of the Town concerning matters concerning recreational spaces, forestry, and natural resources.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 14th day of December, 2017, on a motion by

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587600.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: RPADAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
RESO - RPADAB 2018 - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 – ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 13, 2003, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2003-34, establishing a Rural Public Arts and Design Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2017, the Rural Public Arts and Design Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Rural Public Arts and Design Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Rural Public Arts and Design Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Rural Public Arts and Design Advisory Board's purpose and objectives as follows:

- i. To provide input into the development of a rural sense of place including rural signage identification for the Town and review of public arts and design grants as they become available.
- ii. To review all public arts and design grant applications, to establish a review process to recommend vendors, to involve residents in the process, and to make recommendations to the Town Council.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 14th day of December, 2017, on a motion by _____

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587580.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñiz, Assistant Town Administrator/Town Clerk
DATE: 12/14/2017
SUBJECT: SEAB Renewal

Recommendation

Motion to approve the resolution.

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
RESO - SEAB 2018 - TA Approved	12/8/2017	Resolution
2018 Advisory Board Appointment Matrix	12/8/2017	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, also on January 4, 2007, the Town Council adopted Resolution No. 2007-028, establishing a Schools and Education Advisory Board; and

WHEREAS, on December 31, 2017, the Schools and Education Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Schools and Education Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Schools and Education Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Schools and Education Advisory Board's purpose and objectives as follows:

- i. To advise the Council of any school and educational issues related to the Town.
- ii. To regularly attend the necessary Broward County School Board and other school-related meetings to monitor issues affecting the residents of the Town.
- iii. To provide input regarding educational programs for the development of the students within the community.
- iv. To provide input into the development of policies, procedures, and programs concerning any school or educational issues concerning the Town.
- iii. To solicit and to obtain input from the residents of the Town concerning school-related or other education-related issues.
- iv. To develop, to implement, and to monitor, with the assistance of the Town Administrator, a Town educational scholarship fund.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 14th day of December, 2017, on a motion by .

_____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114587559.1

This page
intentionally left blank

COUNCIL MEMBER	COMP PLAN (CPAB)	DRAINAGE (DIAB)	EDUCATION (SEAB)	Fire (FAB)	PARKS (RFNRAB)	RURAL ARTS (RPADAB)
Mayor McKay	Josh Dykes	John Herring	Christina Brownlow	Jeff Moral	Debbie Goff-Rose	Barbara Gonzalez
1 st Choice						
VM Breitkreuz	Newell Hollingsworth	George Morris	Debbie Green	Michael Fisikelli	John Herring	Karen French
1 st Choice						
CM Fisikelli	Bob Hartmann	VACANT	Rosina Marrapodi-Bove	Chris Walton	Aster Knight	Joan Boyd
1 st Choice						
CM Jablonski	Ken Cimetta	Bob Hartmann	Gwen Weekley	Jeff Kastner	Karen Parkerson	Rose Albritton
1 st Choice						
CM Schroeder	George Morris	Bryon Houghtaling	Kathy Sullivan	Dean Parkerson	Marie Nix	Ken Cimetta
1 st Choice						
At-Large		Mary Gay Chaples	Page Giacin	Vince Lombardi	Christina Brownlow	Karen Parkerson
		John Eastman	Leah McDonnell	Jeffrey Strickland	Mary Gay Chaples	Tere Ramirez
		Vince Falletta (Honorary Member)	Priscilla Prado Stroze		Lana Eichel	
			Jennifer Montgomery		Debbie Green	
					Nancy Hartmann	

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
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 12/14/2017
SUBJECT: Agreement with Advanced Modular Structures Inc. to Replace Fire Modular Buildings

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with Advanced Modular Structures Inc. to purchase a pre-owned Fire Department modular building that more than satisfies all the minimum requirements stipulated within our Public Safety Agreement with the Town of Davie.

Strategic Priorities

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

Background

The existing fire modular buildings located at 17220 Griffin Road have exceeded their normal useful life expectancy. As per Section 14.4 of the Public Safety Agreement with the Town of Davie, the Town must, at a minimum, replace both fire station modular buildings with a single structure that follows the Florida Building Code and has a minimum of 2,200 square feet of living space for use by the Town of Davie plus additional square footage for the Town of

Southwest Ranches Volunteer Fire Rescue, Inc (VFD). The minimum space/room requirement per the contract is shown below.

Description	Quantity
Office	1
Sleeping quarters	3
Dayroom	1
Kitchen	1
Unisex Bathrooms	2
VFD Office	1
VFD Sleeping Quarters	2

The City of Miramar advertised Bid # 15-0002 for the lease or purchase of a new modular building to replace and rebuild their Fire Station #107. Miramar received two (2) bids and one (1) alternate bid. After reviewing the bids, Advanced Modular Structures, Inc. ("Advanced") was deemed the lowest responsive and responsible bidder. Pursuant to Resolution 15-64 (see attached), Miramar entered into an Agreement with Advanced for the lease of a brand new 2,880-square foot modular building for an initial one-year term, with the option to renew for three (3) additional one-year terms.

Staff has received cost estimates to purchase or lease-to-own the above referenced pre-owned 2,880-square foot, modular building (floor plan attached). This pre-owned facility exceeds the above minimum specifications providing for growth and expansion.

Cost estimates were also obtained for the purchase of a new modular building with identical specifications - one from Advanced Modular and the other from an independent source. The quotes obtained were \$35,050 and \$79,570 respectively higher than the proposed pre-owned unit under consideration. However, if a new building is desired, it must be competitively bid per the Town's procurement requirements. This proposed pre-owned acquisition, as structured, is a unique opportunity available to the Town and considered a single/sole source.

Lease-To-Own (5 Year Term)

\$3,650.00 per month = \$43,800 per year or \$219,000 in total, not including the below site options or additional costs. This would result in the Town paying \$19,600 in total interest (\$219,000-\$199,400) over 60 months with an effective annual interest rate of 3.76%.

Purchase

Item	Advanced Modular Pre-Owned
48' x 60' Modular Building	\$ 189,000
Delivery / Installation	\$ 8,000
Fire Alarm	\$ 1,500
36' straight ramp	Included
(2) steps with 5' x 5' landing	Included
Ramp / step installation	\$ 900

Subtotal	\$ 199,400
Site Options*	\$ 51,225
Additional Costs**	\$ 8,270
Contingency (approx. 1%)	\$ 2,000
TOTAL	\$ 260,895

***Advanced Modular Site Options:**

- Removal of existing single wide unit & disposal: \$ 5,000 (allowance for running gear is included)
- Removal of existing double wide unit & disposal \$ 11,900 (allowance for running gear is included)
- Electrical Hook-up \$ 11,600 (assumes utilizing existing service)
- Plumbing Hook-up/Manifold: \$ 14,225 (assumes utilizing existing connection points)
- Sprinkler Connection \$ 8,500 (assumes utilizing existing connection points)

****Additional Costs:**

- CAP Permit Fees: Approximately \$6,070
- Density Testing and As Built Survey: \$2,200 (Estimated)

Fiscal Impact/Analysis

Funds were budgeted and available in the Fiscal Year 2018 Capital Projects Fund Expenditures account #301-5300-522-62150 (Buildings – Fire Control Modulares) in the amount of \$216,325. Therefore, a FY 2018 budget adjustment, from restricted Fire Control Fund Balance (presently \$363,897 as of 9/30/2016) within the General Fund to the Capital Projects Fund will be necessary in the above purchase scenario in amount of \$44,570 as follows:

GENERAL FUND:

Revenue: Appropriated Fund Balance # 0 0 1 - 0 0 0 - 3 9 9 - 3 9 9 0 0
\$44,570

Expenditure: Transfer to Capital Projects Fund #001-3900-581-91301
\$44,570

CAPITAL PROJECT FUND:

Revenue: Transfer from General Fund #301-000-381-38101
\$44,570

Expenditure: Buildings – Fire Control Modulares #301-5300-522-62150
\$44,570

Staff Contact:

Rod Ley, Town Engineer

Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator
Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Advanced Modular Reso - TA Approved	12/8/2017	Resolution
Agreement	12/6/2017	Agreement
Advanced Modular Proposal	12/6/2017	Exhibit
Floor Plan	12/6/2017	Exhibit

RESOLUTION 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SINGLE SOURCE AGREEMENT WITH ADVANCED MODULAR STRUCTURES, INC. IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$250,625) TO COMPLETE THE FIRE MODULAR PROJECT AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing fire modular buildings located at 17220 Griffin Road have exceeded their life expectancy; and

WHEREAS, pursuant to Resolution 2017-046, the Town approved an agreement with the Town of Davie for public safety services; and

WHEREAS, as per Section 14.4 of the Public Safety Agreement with the Town of Davie, the Town must replace both fire station modular buildings with a single structure that conforms with the Florida Building Code and has a minimum of 2,200 square feet of living space for use by the Town of Davie plus additional square footage that may be required for the Town of Southwest Ranches Volunteer Fire Department (VFD); and

WHEREAS, the City of Miramar advertised Bid #15-0002 for the lease or purchase of new modular buildings to replace and to rebuild Fire Station 107 and it received two (2) bids and one alternate bid; and

WHEREAS, after reviewing the bids, the City of Miramar deemed Advanced Modular Structures, Inc. ("Advanced") the lowest responsive responsible bidder; and

WHEREAS, pursuant to Resolution 15-64, Miramar entered into an Agreement with Advanced for the lease of modular buildings for an initial one-year term with the option to renew for three (3) additional one-year terms; and

WHEREAS, the City of Miramar has now ended their lease with Advanced; and

WHEREAS, the Town desires to purchase this two-year-old pre-owned modular building; and

WHEREAS, the Town received a quote in the amount of \$250,625 from Advanced to complete the purchase and installation of the modular and to remove the existing two (2) structures; and

WHEREAS, permit fees are estimated to be \$6,070; and

WHEREAS, the as-built survey and density testing is estimated to cost \$2,200; and

WHEREAS, the total cost of the project is estimated to be \$260,895 which includes a \$2,000 contingency; and

WHEREAS, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and everything else necessary for the proper construction and completion of the project; and

WHEREAS, the project is specifically named in the adopted Fiscal Year 2017 – 2018 Town Budget; and

WHEREAS, funds are available in the Fiscal Year 2018 Capital Projects Fund Expenditures account #301-5300-522-62150 (Buildings – Fire Control Modular) in the amount of \$216,325; and

WHEREAS, a Fiscal Year 2018 budget amendment, from restricted Fire Control Fund Balance within the General Fund to the Capital Projects Fund will be necessary; and

WHEREAS, it has been determined to be in the public's best interest to award this work to Advanced; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement under the terms and conditions set forth hereinafter.

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 an Agreement in the amount of Two Hundred Fifty Thousand Six Hundred Twenty-Five Dollars (\$250,625) with Advanced to provide and install the fire modular building; and

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an agreement for work performed as outlined in the quote attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance 2017-015, a FY 2017-2018 Budget amendment totaling \$44,570 enabling the partial utilization of Restricted Fire Control Fund Balance within the General Fund is required by increasing the Transfer to Capital Projects Fund account #001-3900-581-91301 in the amount of \$44,570 and increasing the Buildings Fire Control Modulares account #301-5300-522-62150 in the amount of \$44,570.

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 ____ day of _____, _____ on a motion by _____ and seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Shroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

114587678.1

This page
intentionally left blank



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

ADVANCED MODULAR STRUCTURES, INC.

FOR

FIRE RESCUE STATION MODULAR FACILITY

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE RESCUE STATION MODULAR FACILITY

AGREEMENT FOR
FIRE RESCUE MODULAR FACILITY

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 201_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to purchase a Fire Rescue Modular Facility _____ (“Project”); and

WHEREAS, the Town deems this as a single source purchase and thus exempt from competitive procurement; and

WHEREAS, the Town has adopted Resolution No. 201_ - _____ at a public meeting of the Town Council approving the above purchase and this Agreement.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein (hereinafter referred to as “Work”). This Agreement, as well as the Contractor’s proposal attached hereto as Exhibit “A” and incorporated herein by reference, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract shall be hereinafter collectively referred to as the “Contract Documents”. To the extent of any conflict among the Contract Documents, this Agreement shall control, and further the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 Where the Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Contractor (or his agents) or any person or subcontractor the Contractor utilizes in the completion of this Contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with this executed Agreement. Failure to furnish these documents or to have required licensure will be grounds for immediate cancellation of this Agreement without liability of the Town.

Contractor shall furnish Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Contractor shall provide the Town with certified

copies of all insurance policies providing coverage which meets the requirements as outlined in Section 6.6 below.:

- 1.3 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the other Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.4 By submitting its proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties attending the execution of the Work and such existing site conditions have been accounted for within the Contract Price (as defined below). Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price (as defined below).
- 1.5 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year(s) from the Final Completion Date (as defined below). If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.
- 1.6 After execution of the Contract, the Town anticipates issuance of a Notice to Proceed or other written work authorization to the Contractor, or as otherwise set forth in the Contract.
- 1.7 Contractor shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until Contractor submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties. The receipt of all necessary building and regulatory permits by Contractor, if any, is a condition precedent to the issuance of a Notice to Proceed. Contractor warrants to the Town that it shall expeditiously apply for all building permits and shall thereafter, diligently and continuously perform such Work to achieve Substantial Completion and Final Completion, within the times set forth in the Contract Documents, with time being of the essence. To the extent set forth in the Contract, the Town may, in its sole discretion, impose liquidated damages for failure to complete the Work within the time required.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

FIRE RESCUE MODULAR FACILITY

Contractor shall furnish sufficient forces and equipment and shall Work such hours, including overtime operations, as may be necessary to timely perform the Work in accordance with the schedules submitted by Contractor to the Town for its approval. If Contractor falls behind the progress schedule, Contractor shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of Work within the project limits as may be required, at no additional cost to the Town.

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delays and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **forty-five (45) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all of the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and
 - (iv) The Town’s engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.
- 2.4.2 Given that the parties agree that time is of the essence with respect to this Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **forty five (45) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00** for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes a critical path delay in meeting the Substantial Completion Date set forth above. All such liquidated damage amounts, if any, shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date, as

set forth above. In the event that the Contractor fails to make any one or more of the payments to Town as required under this Paragraph, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Contractor shall achieve final completion of the Work within **fifteen (15) days after the date of Substantial Completion or no later than sixty (60) days from the issuance of the Notice to Proceed** ("Final Completion Date"). Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Final Completion.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for the total not to exceed lump sum price of \$250,625 Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1 herein of the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- 3.3 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town with such invoices being delivered by Contractor no more often than once every 30 days, and (b) verification by Town and its designated professional that the Work being invoiced has been performed in accordance with this Agreement. Upon verification by Town and the design professional that the invoiced Work has

been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- 3.4 Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions set forth at Section 3.5 of this Agreement.
- 3.5 A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The Town's engineer/architect of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the Town to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

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

Section 6: Insurance and Bond Requirements

- 6.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in this Section.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor’s insurance applies separately to each insured against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Contractor shall not be acceptable as providing any of the required insurance coverages required in this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed Agreement submitted to the Town at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability by the Town to the Contractor.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each accident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **Two Million Dollars (\$2,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form

contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. ENVIRONMENTAL POLLUTION INSURANCE:

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning the performance of any Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
- And
- Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301
- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.
- 6.19 **PERFORMANCE AND PAYMENT BONDS:** The Contractor shall furnish to the Town executed Performance and Payment Bonds each in the amount equal to one hundred percent (100%) of the Contract value, as security for the faithful and timely performance of the Work under the Contract and for the payment of all persons furnishing labor, materials, services, and/or equipment in connection with the Work. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants (as defined by section 713.01, Florida Statutes) for all labor, materials, services, and equipment used directly or indirectly, or reasonably required for use, in the performance of the contract, and shall fully indemnify and save harmless the Town and its agents for all costs and damages it may suffer by reason of Contractor's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Bonds shall be in a form acceptable to the Town and as prescribed by section 255.05, Florida Statutes. Further Contractor understands and agrees that before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall provide to the Town a certified copy of the recorded Payment Bond, and that notwithstanding the terms of the Contract or any other law governing prompt payment for construction services to the contrary, the Town shall not make any payment to the Contractor until the Contractor has recorded the Payment Bond and provided the Town with a certified copy, as required by section 255.05(1)(b), Florida Statutes.

- 6.20 **QUALIFICATIONS OF SURETY:** Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions, and the Contractor shall provide satisfactory evidence to document such fulfillment:
- A. The surety company is licensed to do business in the State of Florida.
 - B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
 - C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time that this Agreement is entered.
 - D. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
 - E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - F. Each bond shall contain all provisions required by §255.05, Florida Statutes.
 - G. Each bond shall be issued by a Florida agent.
- 6.21 **DURATION OF BONDS:** The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.
- 6.22 **NON-COMPLIANCE:** Failure to timely deliver an executed Contract, and any Performance Bond, Payment Bond, and Insurance Certificates required by the terms of this Agreement, all in forms acceptable to the Town, shall result in the cancellation of any Contract.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees to abide by all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

Nothing in this Agreement is intended nor shall it be construed 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 Statutes, as now worded or as may hereafter be amended and all Florida case law interpreting same.

Section 13: Default and Prevailing Party Attorneys' Fees

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned or incurred thereby. Contractor agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of any default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels. In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal at all levels, the prevailing party shall be entitled to recover the reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform its Work in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses,

permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor 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.

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT

**TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES,
13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.**

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable or other funding source applicable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Proposal by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Governing Law, Jurisdiction and Venue

The validity of this Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The exclusive venue for any litigation arising from or relating to the

Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR 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 AGREEMENT.

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Advanced Modular Structures, Inc.
1911 NW 15th Street
Pompano Beach, FL 33069

Section 33: General Conditions

A. DEFINITIONS

Contract: This Agreement between Town and Contractor, covering the Work to be performed, and which incorporates the other Contract Documents to be made a part thereof and as referenced therein.

Bonds: Performance and payment bonds and other instruments of security.

Change Order: A document which is signed by Contractor and Town and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

Construction Change Directive: A document which is signed by the Town which directs the Contractor to proceed with revised or changed Work, where the Town and Contractor cannot agree on an adjustment in the Contract Price or the Contract Time, or both, issued on or after the Effective Date of the Contract. The subject of a Construction Change Directive may be the basis for a Change Order if later agreed to by the Town and Contractor.

Contract Price: The monies payable by Town to the Contractor under the Contract Documents as stated in the Contract for the full and timely performance of the Work.

Contractor: The person, firm or corporation with whom Town has entered into the Contract with for performance of the Work.

Day: Shall mean calendar day, unless otherwise specified.

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

Effective Date of the Contract: The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver, subject to formal acceptance by the Town Council.

Final Completion: This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of final completion in strict compliance with the Contract, and that Contractor has furnished all Project-close out documentation including, but not limited to, final lien waivers from Contractor and all lower-tiered subcontractors and suppliers, written warranties and guarantees, written O&M Manuals, Record as-built drawings, all as required by the Contract Documents.

Project: The whole or any part of the total construction of the Work to be provided under the Contract Documents.

Substantial Completion: This term shall mean that point at which, as certified in writing by the Town Engineer or other person designated in the Contract, the Project is at a level of completion in strict compliance with the Contract such that the Town or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose, and as defined in the Contract Documents. However, partial use or occupancy of the Project shall not necessarily result in the Project being deemed substantially complete, and such partial use or occupancy shall not necessarily be evidence of Substantial Completion.

Town: The Town of Southwest Ranches, Florida.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

B. PRELIMINARY MATTERS

Upon completion of Construction

The Contractor shall notify and request Town for a substantial or final completion inspection. Payment to Contractor will be dependent upon satisfactory completion of the Work and in strict accordance with the Contract Documents.

C. CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, or to any permits and conditions thereof, whether such reference by specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations or permit in effect at the time of executing the Contract, except as may

otherwise be specifically stated. Clarifications and interpretations of the Contract Documents may be issued by the Town.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Town in writing at once, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected thereby. Failure to obtain such written interpretation or clarification before proceeding with the Work affected thereby shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation or time, or both, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof as outlined in this section, Item G – “Changes in the Work”, and pursuant to the Contract.

D. PHYSICAL CONDITIONS

The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 2, Item G – “Changes in the Work”.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Underground Facilities, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in chapter 556, Florida Statutes, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

E. INSURANCE AND BONDS

Throughout the term of the Contract and for all applicable statutes of limitation periods, Contractor shall maintain in full force and effect all of the insurance coverages as set forth in the terms of this Contract. Also, the Contractor shall, if requested by Town, provide separate Payment and Performance Bonds for the Project that in all respects comply with (a) the requirements and forms set forth in Florida Statutes, Section 255.05 and (b) the terms of this Contract regarding the amount, duration and recording requirements.

F. CONTRACTOR’S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for construction. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

Contractor shall keep on the Project site at all times during the progress of the Work a competent resident superintendent and shall supply competent, suitably qualified personnel to perform construction as required by the Contract Documents. For purposes of communicating the Town's needs, the resident superintendent must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA safety requirements while performing the Work. As a minimum, all personnel performing the work subject to this Contract will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees (at both the trial and appellate levels), to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Contractor intends to use sub-contractors to perform any work pursuant to this Contract, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Project site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal, relocation, replacement or improvement in the course of construction.

As set forth in the terms of this Contract, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in proposal. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Contract Price.

G. CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Change Order or written Construction Change Directive. Upon receipt of a Change Order or written Construction Change Directive, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

Change Orders and Construction Change Directives

The Town and Contractor shall execute appropriate Change Orders or Construction Change Directives covering changes in the Work which are ordered by the Town which may include: **1)** additions, deletions or revisions to the scope of services; **2)** acceptance of defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”; or **3)** correcting defective Work under this section, Item I – “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

Surety

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor’s responsibility, and the amount of each applicable Bond may be adjusted accordingly.

H. CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities provided for in the Contract Documents are subject to either increase or decrease. The quantities indicated are estimated based on the scope of the Project. Unless authorized by the Town by Change Order or Construction Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Contract.

Change Order

The Contract may only be changed by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the Town (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

Unit Prices

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item times the estimated quantity of each item. The estimated quantities of items are not guaranteed.

Each unit price will be determined to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item

I. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

Owner May Stop the Work

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

Correction or Removal of Defective Work

If required by Town, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period

In the event any work is found to be defective within one year after the date of Final Completion, Contractor shall promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be promptly paid by Contractor. Nothing in this Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and in the Contract shall be deemed cumulative and in addition to any rights or remedies which may be afforded to the Town by Florida law.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the

necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, Town may make a claim therefore as provided in this section, Item H – “Change in the Contract Price or Contract Time”. If the acceptance occurs after final payment, an appropriate amount and consistent with the above will be paid by Contractor to Town promptly upon requests.

Town may Correct Defective Work; Chapter 558, F.S. Not Applicable.

If Contractor fails within a reasonable time, as determined by the Town, after written notice by the Town, to proceed to correct defective Work or to remove and replace rejected Work as required by Town, or if Contractor fails to perform the Work in strict accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Town may, after seven (7) day’s written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Town may exclude Contractor from all or part of the site, take possession of all or part of the Work, suspend Contractor’s services related thereto, and take possession of Contractor’s tools, appliances, construction equipment, and machinery at the site and incorporate in the Work all materials and equipment stored at the site. Contractor shall allow Town and its representatives, agents and employees such access to the site and Contractor’s tools, appliances, construction equipment and machinery as may be necessary to enable Town to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Town in exercising such rights and remedies will be charged against Contractor in a Change Order that incorporates the necessary revisions in the Contract Documents with respect to the Work; and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in this section, Item H – “Change in the Contract Price or Contract Time” against Contractor and its surety without prejudice to any other right or remedies available to Town and regardless of whether or not the Contract is terminated. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, including paralegals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor’s defective Work. Notwithstanding the requirements of any bond to the contrary, Contractor and its surety remain liable for all costs and charges in accordance with this paragraph regardless of whether Contractor is terminated.

Chapter 558, F.S. Does Not Apply: The Contractor and the Town understand and agree that chapter 558, Florida Statutes (Construction Defects), shall not apply to the Contract or claims, if any, by the Town arising out of or relating to this Contract. The Contractor and the Town further hereby agree to “opt out” of the procedures set forth at chapter 558, Florida Statutes.

J. PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary or reasonably inferable to construct and fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town for the Contract Price and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said price.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the

Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and of equal dignity associated with the original execution of the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay said invoice, or such undisputed portion as Town shall determine in its sole discretion.

The Town shall pay the Contract Price to the Contractor in accordance with the procedures set forth in chapter 218.70, Florida Statutes, "Local Government Prompt Payment Act." Progress payments may be submitted by Contractor to the Town for partial completion of the Work, but no more than once monthly, for the period ending at end of the month. Each payment request must be accompanied by all necessary supporting information and documentation. Subject to the provisions of section 218.735, Florida Statutes, each progress payment shall be reduced by ten (10) percent for retainage. The final retainage will be released after Final Completion of the Project, and after Town's receipt of acceptable reports and other Project-close out documentation required by the Contract Documents, including but not limited to certification of Contractor's payment to all lower-tiered subcontractors and suppliers providing labor, materials or services on the Project, but no earlier than 30 days of the Contractor's last progress payment request.

The Contractor's final payment request must be accompanied by written notice from Contractor that the entire Work has been completed in strict accordance with the Contract Documents. The Town will make a final inspection and notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; provided however, that nothing herein shall waive or release claims for latent defects or the Contractor's obligations to correct defective work set forth hereinabove. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the Town has been required to correct defective Work or complete Work in accordance with Section I above, or (c) because claims have been made against the Town on account of Contractor's performance or furnishing of the Work or liens or claims have been filed in connection with the Work or there are other items entitling the Town to set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property; provided however, that Contractor shall nonetheless be required to furnish partial and final releases of liens and other evidence as may be deemed acceptable by the Town to confirm that all lower-tiered subcontractors and suppliers on the Project have been paid.

K. SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended

for a period of more than ninety (90) days, then Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice to the Town including reasonable overhead and profit thereon except as otherwise limited by this Contract; provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates in any substantial way any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, take possession of the Work including Contractor's tools, appliances, construction equipment and machinery, and finish the Work as the Town may deem expedient under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work (including correction of defective Work) exceed such unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive bids for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for defective Work or otherwise and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract for the convenience of Town. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

L. EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

M. EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

N. HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

O. CONTRACTOR'S PERFORMANCE

The Contractor shall commence the performance of the Work identified in the Notice to Proceed or other written authorization on the effective date of the Notice to Proceed and shall diligently and continuously prosecute its performance to and until Substantial Completion and Final Completion of the Work. The Contractor shall accomplish Substantial Completion and Final Completion of each assigned task within the allotted calendar days indicated in the Notice to Proceed.

Section 34: Miscellaneous

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

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

Contractor 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 Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof. However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work

and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

D. Conflicts. This Contract is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose the name of any officer, director, partner, associate, agent, Advisory Board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, 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, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

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

G. Joint Preparation. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

H. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

I. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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

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

M. Taxes. To the fullest extent provided by Florida law, Contractor should not include taxes in its proposal price. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

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

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

Exhibit “A”

Proposal by Advanced Modular Structures, Inc. dated October 9, 2017

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
FIRE RESCUE STATION MODULAR FACILITY

IN WITNESS WHEREOF, the parties have made and executed this Agreement 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 _____ 2017.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
____ day of _____ 201__

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201__

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201__

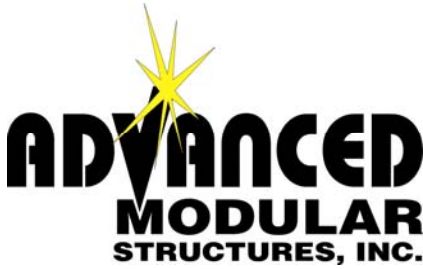
ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

Budget Proposal



1911 N.W. 15th Street
Pompano Beach, FL 33069
CGC057488

Phone: 954-960-1550
Fax: 954-960-0747
ECA001954

October 9, 2017

Proposal for: Emily McCord
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

Advanced Modular Structures, Inc. (AMS) proposes to provide a used 2010 FBC modular building classified for R2 Occupancy. Please refer to the floor plan for size.

Features:

- Hardi Panel Exterior Siding
- EPDM Rubber Roof
- Vinyl Covered Gypsum Interior Walls
- Prefinished Gypsum Ceiling
- Roll Vinyl Thru out
- Steel Door with Steel Jamb Exterior Doors
- Wall Hung Central A/C
- NFPA 13R Sprinkler
- Wind Speed: Up to 175 MPH

Building price includes:

- Used 48'x 60' Modular Building
- Delivery/Installation
- Fire Alarm (rewiring only, budget)
- 36' straight ramp
- (2) steps with 5'x 5' landing
- Ramp/step installation

Finance Options:

48'x 60' Modular Building Outright Purchase: \$ 199,400.00

Site Option:

Removal of existing single wide unit & disposal:	\$ 5,000.00 (allowance for running gear is included)
Removal of existing double wide unit & disposal	\$ 11,900.00(allowance for running gear is included)
Electrical Hook-up	\$ 11,600.00 (assumes utilizing existing service)
Plumbing Hook-up/Manifold:	\$ 14,225.00 (assumes utilizing existing connection points.)
Sprinkler Connection	\$ 8,500.00 (assumes utilizing existing connection points.)
Fire Alarm	See Above

Visit us at www.advancedmodular.com

Budget Proposal

Not Included in the above:

1. Permit fees, governmental agency fees, utility company fees, or any other fees associated with this project
2. Survey or Engineering
3. Builders risk insurance
4. Repair of existing property unless damaged by ourselves or our sub contractors
5. Damage to utilities not located by call sunshine (existing utilities not located will be repaired @ a cost plus 15% basis)
6. Densities, Layout, Bonds, or As- built
7. Anything specifically not listed is not included.

Clarifications:

- Appliances are not included in this proposal.
- Site work or site preparation is not included. Utility connections are assumed to be within 10' of the hitch of the new building.
- Set up consists of dry stack block foundation utilizing above grade pads. Foundation design assumes 2500 PSF soil bearing capacity. It is the owners responsibility to provide soil w/ 2500 PSF capacity.
- Advanced Modular will provide the following plans for permitting: Building, foundation, electrical riser, sprinkler plans for building and fire alarms plans for building. All other engineering by others. (ie, site plan, survey, etc...)
- Wind load: 175 MPH
- Advanced Modular is not responsible for unforeseen conditions such as muck or debris buried underground.
- Any item not specifically listed in this proposal is not included.

If you have any questions on this proposal, contact me at (954) 960-1550.

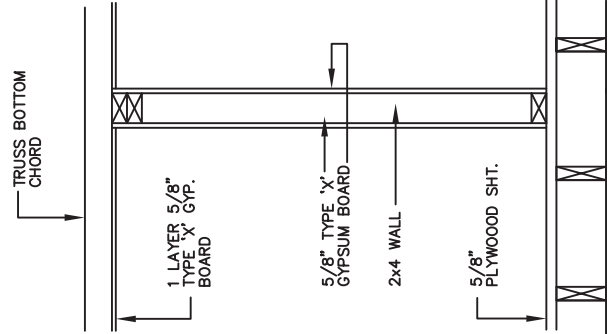
Submitted by:

Patti Willis

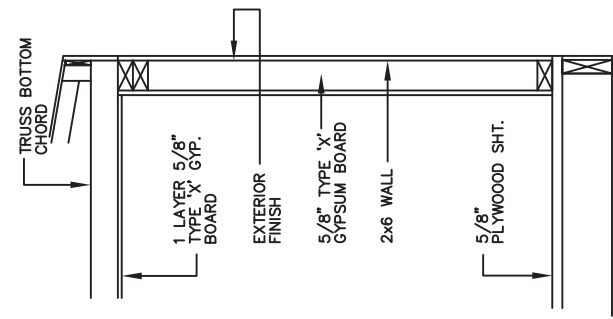
Accepted by: _____ Date: _____
Signature

Printed Name: _____ Title: _____

Visit us at www.advancedmodular.com



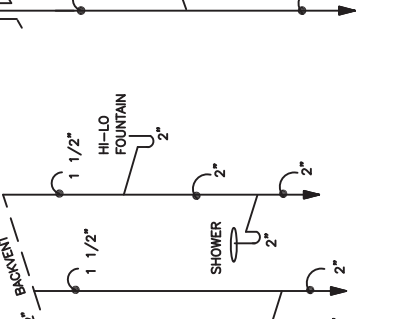
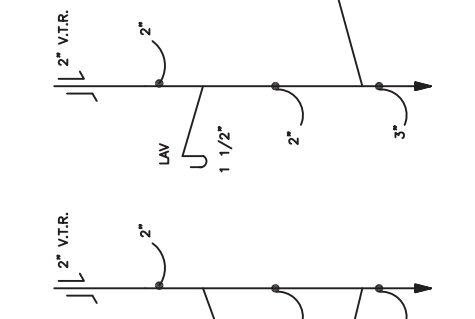
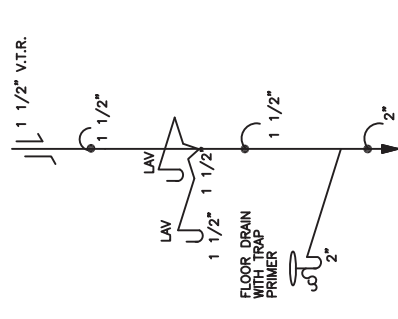
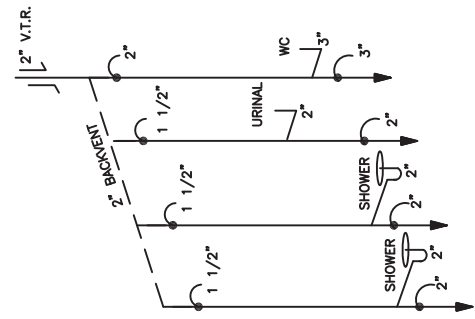
2
DETAIL
NO SCALE



1
DETAIL
NO SCALE

Reviewed By:
Robert A. Johnson
Florida Modular Plans Examiner
No. SUP - 0000029

NOTES CONCERNING THIS PLAN									
THESE PRINTS COMPLY WITH THE FLORIDA MANUFACTURED BUILDING ACT AND THE FLORIDA BUILDING CODES AND ADHERE TO THE FOLLOWING CRITERIA:									
CONST. TYPE	VB	WIND VELOCITY	140	PSF	180	WIND VELOCITY	140	PSF	180
FLOOR LL	0	EXT. WALLS	0	HRS	1	MANUFACTURER	EMC	APPROVAL DATE	6-25-15
NO. OF FLOORS	1	APPROVAL DATE	6-25-15	HURRICANE ZONE	YES	EMC			

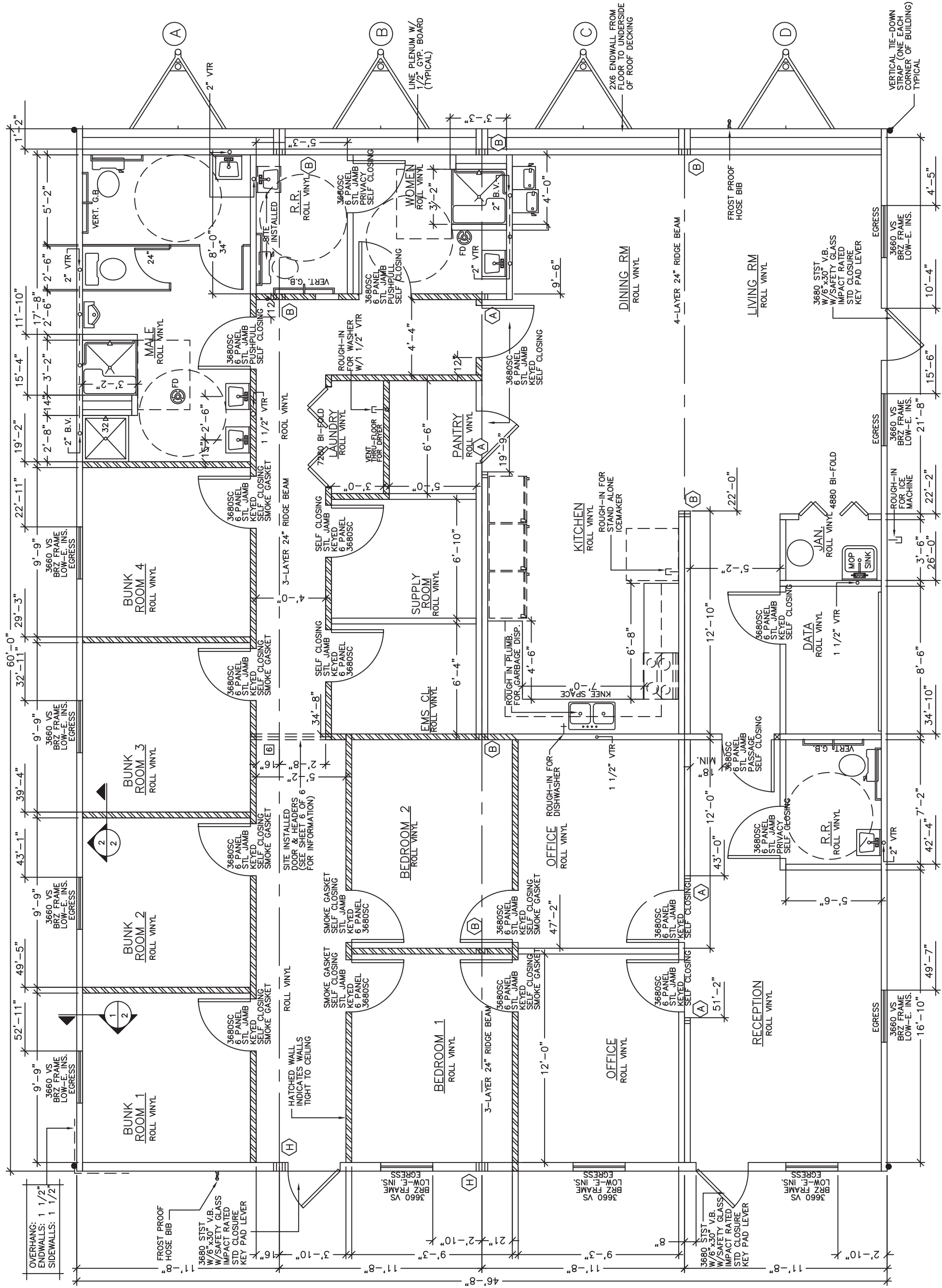
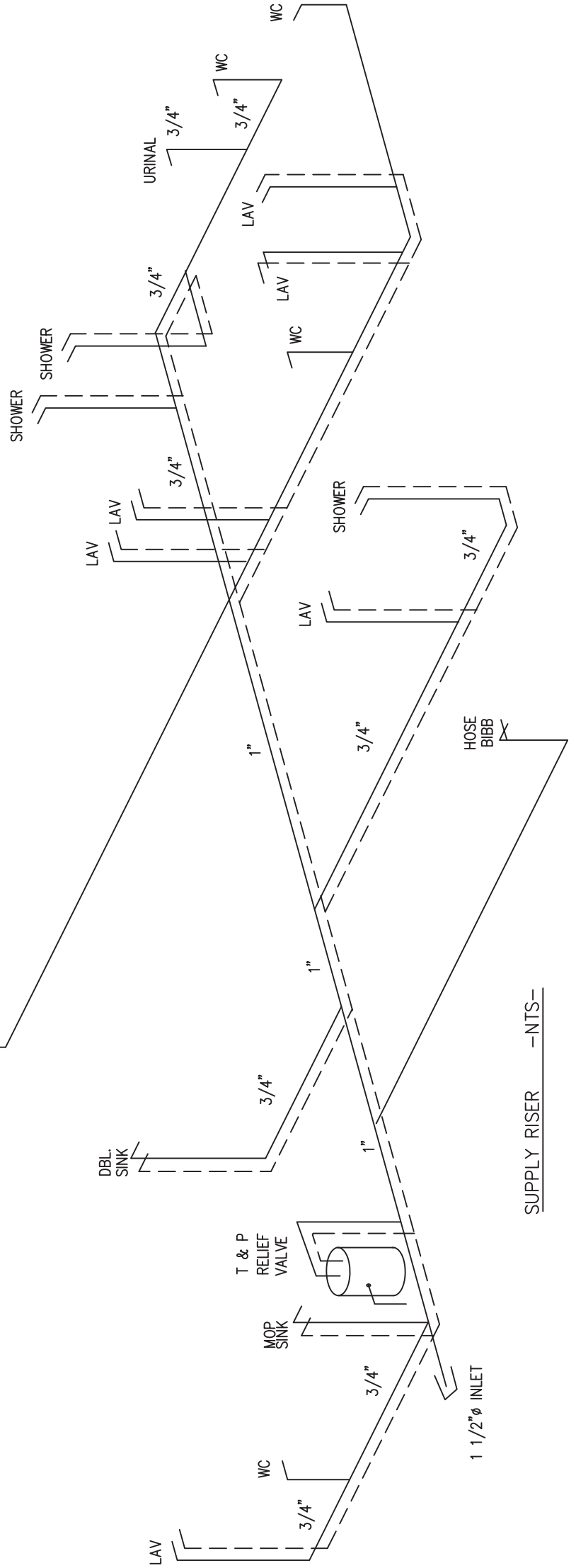


DWV RISER NTS



SUPPLY LINE SIZING IS BASED ON AN ASSUMED AVAILABLE PRESSURE OF 46 TO 60 PSI AT MAIN INLET AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

ALL SUPPLY & HOT WATER LINES SHALL BE 3/4" ALL STUB-UPS SHALL BE 1/2" UNLESS OTHERWISE SPECIFIED.



COLUMN STRAPPING SCHEDULE:

(A) (2) 2x4 SYP #2 THIS HALF. (B) (2) 2x4 SYP #2 EACH HALF. (C) (3) 2x4 SYP #2 THIS HALF. (D) (3) 2x4 SYP #2 EACH HALF. (E) (4) 2x4 SYP #2 THIS HALF. (F) (4) 2x4 SYP #2 EACH HALF. (G) (5) 2x4 SYP #2 THIS HALF. (H) (2) 2x6 SYP #2 EACH HALF.

NOTES:

1. WITH RIDGE BEAM BEARING STIFFENER.

2. ALL COLUMN STUDS SHALL BE GLUE/NAILED TOGETHER.

3. PVA GLUE WITH 100% COVERAGE SHALL BE USED.

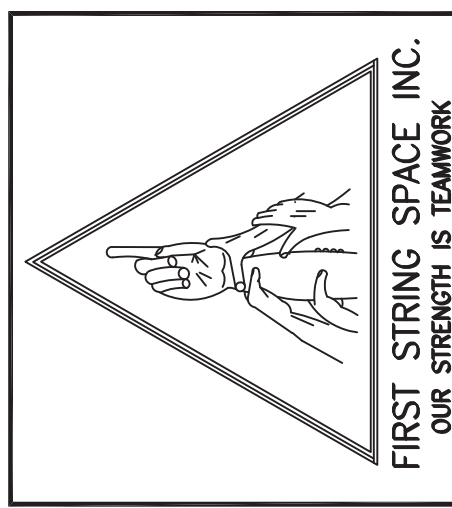
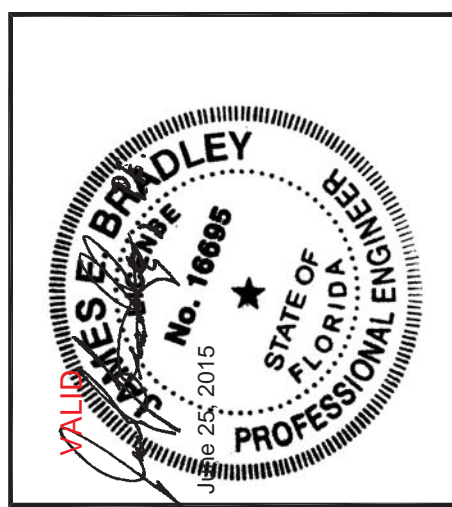
4. INSTALL ALL STUDS IN EACH STUD'S LOCATION OF EACH COLUMN.

5. COLUMN STUDS SHALL NOT BE NOTCHED OR BORED.

TACTILE SIGNAGE SHALL BE LOCATED ON EITHER SIDE OF DOORS AT ALL EXITS, INSTALLED ON SITE BY OTHERS.

THE FLOOR AND ROOF DESIGN OF THIS PLAN IS "LIGHT FRAME TRUSS" CONSTRUCTION. THE TRUSS DESIGN IS REFERENCED BY FAC 69A-3.012(6). POSTING OF NOTICE SIGN(S) AS REQUIRED BY FAC 69A-3.012(6) SHALL BE INSTALLED ON THE LEFT SIDE OF THE MAIN ENTRANCE OF THE FACILITY. IT MUST BE LOCATED BETWEEN 4 FEET AND 6 FEET ABOVE THE FINISHED FLOOR.

CONSULTING ENGINEER JAMES BRADLEY, P.E. — 212 FOX TRAIL — PARKESBURG, PA. 19365 — (610) 857-2458



FIRST STRING SPACE		882 RAILROAD AVE. EAST PEARSON, GEORGIA 31642 (912) 422-6455
DATE:	6-19-15	BY: J.B.
SCALE:	3/16"=1'-0"	REVISIONS:
CODICES:	SEE NOTES	FL. RADCO
LABELS:	FSS 3612	REFERENCE:
FSS3612 A-D 48 x 60		SHEET 2 OF 6
RESIDENTIAL GROUP R-2		DESTINATION:
FLOOR PLAN		DADE CO.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

October 26, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Members Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO MOVE ITEM 8 TO THE BEGINNING OF THE MEETING.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO TABLE THE RESOLUTION TO THE NOVEMBER 9, 2017 MEETING.

3. Public Comment

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

4. Board Reports

None were presented.

5. Council Member Comments

The following motion was made by Council Member Schroeder, seconded by Council Member Fisikelli, and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitzkreuz, and Mayor McKay voting Yes.

MOTION: TO APPOINT BARBARA GONZALEZ TO THE RURAL PUBLIC ARTS DESIGN AND ADVISORY BOARD.

Council Member Jablonski advised the upcoming Town-wide Halloween event at the Rolling Oaks Park on Saturday October 28th would be held inside of the Barn due to the expected inclement weather. He asked people to attend or watch the November 9th Town Council meeting as a ceremony honoring Veterans was planned. Other events mentioned included the Hawkes' Bluff Elementary Food Truck event in conjunction with the School Education Advisory Board, on November 17th and the Ride for the Ranches Car Show on November 18th from 10 am to 3 pm. Lastly, he reminded everyone to set their clocks back one hour on November 5th.

Vice Mayor Breitzkreuz asked for clarification on future debris pickups. He spoke of the FEMA cost share for debris pickup and indicated that FEMA would reimburse up to 90% of the cost, while the State would reimburse 5%, therefore the Town would be responsible for the final 5%. Lastly, he spoke of his participation as a judge in the Mr. & Mrs. Southwest Ranches event that occurred October 21st. He was impressed by the level of talent of the contestants and their accounts of what it means to live in the Town.

Mayor McKay asked Council Member Schroeder if she would serve on the Broward County MPO. She accepted, but felt that this appointment should rotate.

6. Legal Comments

Town Attorney Poliakoff advised Pembroke Pines City Attorney Sam Goren was deposed earlier in the day in relation to the Town's case against Pembroke Pines. He further advised unbeknownst to the Town, Pembroke Pines had attempted to spearhead an effort to de-annex their 46 acre parcel out west in conjunction with Bergeron Land Development and Weekley Asphalt Paving de-annexing their properties. In total the bill filed sought to de-annex 160 acres from the Town's municipal boundaries. The Town was not notified by the Broward Legislative Delegation that a bill had been filed. He believed this was improper. He advised that he, the Mayor, and the Town Administrator attended the Broward Legislative Delegation meeting and spoke in opposition to the proposed bill. He believed that had the Town contingent not attended and worked behind the scene to oppose the bill, the Legislative Delegation would have approved the proposed bill. He felt that this was another example of Pembroke Pines' attempt to harm the Town and would be battle that will continue into the future. In a related matter he opined that vendors of the Town that took a position adversarial to the Town should not earn the Town's business and recommended rebidding any contracts for Bergeron and Weekley. He concluded by thanking Senator Farmer for blocking the proposed bill at the Legislative Delegation meeting.

7. Administration Comments

Town Administrator Berns confirmed Town Attorney Poliakoff's account of the Legislative Delegation meeting. As for the matter regarding rebidding Town contracts he believed this was a policy matter to be decided by the Town Council. He asked Town Engineer Rod Ley to provide an update on the debris removal operation. Town Engineer Ley explained that the Town was attempting to get as many vegetative debris passes as possible. He indicated that the Town's monitors would provide guidance on whether the Town could provide a third pass of vegetative debris. If not, the Town would begin collection of construction and demolition "C&D" debris which would contain a mix of all storm related debris. Subsequent to the C&D pass, a final pass would be scheduled which would remove the large tree stumps. Vice Mayor Breitkreuz questioned if the final pass was going to be the only opportunity to remove the large trunks and stumps. Town Engineer Ley indicated that the Town's preference would be to provide a pass for large trunks prior to final pass, and any remaining trunks and/or stumps could also be removed during the final pass. Town Administrator Berns advised that the Town activated its line of credit to ensure that the Town has sufficient cash flow to pay for all debris removal operations. He advised that an informational meeting had been scheduled by FDOT regarding the proposed I-75 interchange improvements on November 16th at 5:30. He further advised that a resolution urging FDOT to resolve the issues with westbound traffic on Griffin Road and Weston Road prior to making any modifications to the I-75 interchange. He asked Emily Aceti and December Lauretano-Haines to come forward. He presented them with flowers, plaques, and proclamations recognizing their more than ten years of service to the Town.

Council Member Jablonski asked that the issue concerning vendors taking a position adversarial to the Town be brought back to the Town Council at the next meeting as a discussion item. The remainder of the Town Council agreed that it would be prudent to discuss this issue at the next meeting.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO AMENDING THE NOVEMBER 9TH MEETING DATE TO NOVEMBER 15TH.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2018; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA FOR THE USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

12. Adjournment - Meeting was adjourned at 9:31 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of December, 2017.*

Doug McKay, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

November 9, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The Davie Police Honor Guard presented the colors. Madison Sullivan led the meeting with the National Anthem. In honor of Veterans Day a ceremony honoring Veterans was held. At the conclusion of the ceremony all Veterans in attendance were asked to stand and be recognized.

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

The following motion was made by Council Member Schroeder, seconded by Council Member Jablonski, and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPOINT FREDDY FISIKELLI AS VICE MAYOR.

4. Annual Arbor Day Proclamation

Town Clerk Muñiz read the proclamation for the record which was then presented to Parks, Recreation, and Open Space Manager December Lauretano-Haines.

5. Public Comment

The following members of the public addressed the Town Council: Christine Nanfeldt, Joann Bau, Raymond Mas, Glenford Gayle, Todd Tongen, and David Kuczenski.

6. Board Reports

None presented.

7. Council Member Comments

Council Member Schroeder asked for a moment of silence for Jeffrey Paul Hagen. She asked David Kuczenski to pass along the names of residents from Sunshine Ranches who have expressed concerns to him so that she could follow up with them.

Council Member Jablonski announced that Town Hall would be closed on November 10th in honor of Veterans Day. He mentioned upcoming events including the Hawkes' Bluff Elementary Food Truck event in conjunction with the School Education Advisory Board, on November 17th and the Ride for the Ranches Car Show on November 18th from 11 am to 3 pm, and the Fun Horse Show on December 9th at the Equestrian Park. Lastly, he spoke about the Halloween festivities at the Rolling Oaks Barn. He thanked all of the volunteers who made this event a success.

Vice Mayor Breitzkreuz announced that the Council authorized repairs to the irrigation system out west have been completed. He thanked December and Town Administration for their efforts.

Mayor McKay wished everyone a Happy Thanksgiving. He invited everyone to drive by his house to see the holiday display that his wife puts together.

8. Legal Comments

Town Attorney Poliakoff thanked all Veterans for their service. He thanked Madison Sullivan and Savannah Hodgers for their contribution to the Veterans Day ceremony earlier in the evening. He offered condolences to Council Member Schroeder on the loss of Mr. Hagen for whom she had served as a foster parent. He advised that Pembroke Pines' appeal to the 4th District Court of Appeals in the CCA case was rejected which meant they would be heading to trial on damages. He advised that Pembroke Pines intended to appeal the case to the Florida Supreme Court but he believed the Court was unlikely to hear this case. He advised that the placeholder on the agenda for an agreement with Witt O'Brien for financial recovery assistance was being withdrawn for a future meeting as the Town was still in negotiations with Witt O'Brien regarding indemnification language contained in the proposed agreement. He advised that when the agreement was ready a Special Meeting of the Town Council may need to be called.

9. Administration Comments

Town Administrator Berns offered no comments as everything he wished to discuss had been covered.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE {Tabled from the October 26, 2017 Regular Meeting}.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor Fisikelli and passed by 4-1 roll call vote. The vote was as follows: Council Member Schroeder voting No. Council Members Breitkreuz, Jablonski, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2016/2017 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND PRESTIGE PROPERTY MAINTENANCE, INC. FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM;

AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST MODIFICATION TO THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL TWO (2) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S CURRENT PLAN TO INSTALL A TRAFFIC SIGNAL AS PART OF THE IMPROVEMENTS PLANNED FOR THE INTERSTATE 75 (I-75) INTERCHANGE AT GRIFFIN ROAD; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

17. Witt O'Brien Disaster Debris Monitoring & Financial Recovery Assistance Services
This item was withdrawn earlier in the meeting.

Discussion

18. Town Vendors Taking Adverse Positions

Mayor McKay announced that he had spoken with Ron Bergeron by phone earlier in the day. He characterized the actions of Mr. Bergeron and the Town Council's lack of awareness to regarding the proposed de-annexation bill filed with the Broward County Legislative Delegation as miscommunication. Town Administrator Berns advised that he met with Mr. Bergeron shortly before the bill was filed and spoke about Mr. Bergeron's dissatisfaction with the Town Council

concerning his land and the land use category affecting his property. He believed that Mr. Bergeron was not explicit in communicating that he intended to be included in the bill that was to be filed the next week. Mayor McKay wished the record to reflect that Mr. Bergeron did attempt to make us aware of the impending de-annexation bill.

Council Member Jablonski felt that this didn't change the fact that Mr. Bergeron wanted to de-annex his properties from the Town. Council Member Schroeder felt that what Mr. Bergeron and the Weekleys did was inexcusable. She was concerned that Pembroke Pines would continue to buy property and attempt to de-annex it.

Council Member Jablonski referenced the audio of the Broward County Legislative Delegation meeting and indicated his disappointment with our State Representative. He wondered how it was possible that the Town was not notified. He asked what could be done to stop this in the future. He suggested having someone attend all future Pembroke Pines meetings. He felt that both of these firms, which had built up a lot of good will with the Town over the years, caused real harm.

Council Member Schroeder wondered if anything can be done when the Town enters into contracts with vendors to prevent them from taking an adversarial position to the Town. Council Member Jablonski agreed. Council Member Breitkreuz also agreed and cited examples of actions taken by Pembroke Pines to threaten the future existence of the Town. He felt that while we may have been successful at the Delegation level, future attempts will be made. While he was unhappy with the actions of our vendors, he understood they were business decisions. He supported putting provisions in future contracts to prevent a reoccurrence but he felt that the responsibility for the proposed de-annexation bill laid with Pembroke Pines. He supported Council Member Jablonski's idea to have someone attend their meetings.

Town Attorney Poliakoff played a short video clip from a recent City of Pembroke Pines meeting in which a resolution was read into the record to purchase property within the Town of Southwest Ranches that was owned by Weekley Brothers Leasing, Ltd. In the video clip the Pembroke Pines Mayor can be heard asking "Will this ever end?" Their City Attorney then replied "We're working on it, we need to buy up all the property in Southwest Ranches." Town Attorney Poliakoff also referenced the letter that City Attorney Goren copied the Town Council which concluded with a statement indicating that Pembroke Pines would continue to pursue the de-annexation effort.

Town Attorney Poliakoff wished to clarify that Bergeron and Weekley's desire to de-annex has nothing to do with water and sewer, but rather the Town's zoning category and allowable uses. He advised that he could place an anti-adversarial clause in future contracts. He also suggested that we have a member of Town staff review every Pembroke Pines agenda and set of minutes to flag anything that may impact the Town. He also suggested reviewing the agendas of the Broward County Legislative Delegation. He implored the members of the Town Council to become more political, and asked them to ask Representative Stark why he took the position he did. Lastly he suggested that Town Administrator Berns continue to develop our relationship with the City of Sunrise to possibly increase their service delivery in the Town.

Mayor McKay asked if a bill could be crafted that would essentially defeat a de-annexation effort when the municipality doesn't consent. Town Attorney Poliakoff indicated that the difficulty with that approach is that a Special Law trumps a General Law. Annexations and de-annexations are accomplished through Special Law.

19. Approval of Minutes

- a. September 13, 2017 - First Budget Hearing
- b. September 13, 2017 - Regular Meeting
- c. September 28, 2017 - Second Budget Hearing
- d. September 28, 2017 - Regular Meeting
- e. October 12, 2017 - Regular Meeting

The following motion was made by Council Member Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Jablonski, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE MINUTES.

20. Adjournment - Meeting was adjourned at 9:31 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of December, 2017.*

Doug McKay, Mayor

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

SPECIAL MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

November 28, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Denise Schroeder

Town Administrator Andrew D. Berns

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 6:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Fisikelli, and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Schroeder, Vice Mayor Fisikelli, and Mayor McKay voting Yes.

MOTION: TO EXCUSE THE ABSENCE OF COUNCIL MEMBER GARY JABLONSKI

Resolutions

3. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND PIGGYBACKING ONTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA AND WITT O'BRIEN'S, LLC FOR DISASTER DEBRIS MONITORING SERVICES AND FINANCIAL RECOVERY ASSISTANCE; WAIVING ANY AND ALL PROCURMENT CODE REQUIRMENTS THAT MAY BE IN CONFLICT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Breitkreuz, seconded by Vice Mayor Fisikelli, and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

The following item was discussed and then approved by motion:

Town Administrator Berns indicated that he sought Town Council support in issuing a purchase order for the replacement Fire Officer vehicle. This would be accomplished by piggybacking off of the State of Florida Sherrieff's Association bid. He clarified that the vehicle would be purchased using the Southwest Ranches Volunteer Fire Rescue Department, Inc fundraising account, not

General Revenue funds. He indicated that he met with Chief Bennet and other staff members that morning and was made aware that the dealership participating in the Sheriff's Association bid would honor 2017 pricing for the 2017 vehicle and afford an \$1,100 discount if a purchase order could be issued in the month of November. He indicated he was not seeking approval for the purchase this evening, but rather was seeking support to issue the purchase order contingent upon bringing a resolution forward at the December 14th meeting with all of the requisite detail. After input from Town Attorney Poliakoff and further Town Council discussion, authorization was provided to move forward with the purchase and providing a resolution at the December 14th meeting.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Fisikelli, and passed by 4-0 roll call vote. The vote was as follows: Council Members Breitkreuz, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE PURCHASE OF THE FIRE OFFICER VEHICLE.

4. Adjournment - Meeting was adjourned at 6:19 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 14th day of December, 2017.*

Doug McKay, Mayor

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