



Southwest Ranches Town Council

REGULAR MEETING

Agenda of March 8, 2018

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Doug McKay <u>Vice Mayor</u> Freddy Fisikelli	<u>Town Council</u> Steve Breitkreuz Gary Jablonski Denise Schroeder	<u>Town Administrator</u> Andrew D. Berns <u>Town Financial</u> <u>Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town</u> <u>Administrator/Town Clerk</u> Russell C. Muniz, MMC
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

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

Quasi-Judicial Hearings

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

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

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

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

place.

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

3. 13201 Luray Road - Waiver of Plat (WP-20-18)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-20-18 TO SUBDIVIDE APPROXIMATELY 4.7 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.38 AND 2.32 NET ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF LURAY ROAD, APPROXIMATELY 700 FEET WEST OF SW 130TH AVENUE; LEGALLY DESCRIBED AS THE SOUTH ½ OF TRACT 22 LESS THE SOUTH 40 FEET THEREOF IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

4. 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.

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE

ORDER IN THE AMOUNT OF SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$68,500.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR PHASE FOUR OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION FOR THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-FOUR THOUSAND SIXTY-FIVE DOLLARS AND ZERO CENTS (\$64,065.00) WITH ERDMAN ANTHONY OF FLORIDA, INC. FOR ENGINEERING SERVICES FOR PHASE FOUR OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A PUBLIC RIGHT OF WAY DEDICATION ALONG S.W. 130TH AVENUE; ACCEPTING THE PERPETUAL MAINTAINENANCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; INCORPORATING SAID RIGHT-OF-WAY INTO THE TRANSPORTATION AND DRAINAGE ONGOING REHABILITATION (TSDOR) CONSTRUCTION PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PUBLIC RIGHT OF WAY DEDICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) TO AMEND THE LONG-RANGE TRANSPORTATION PLAN, TO WIDEN GRIFFIN ROAD FROM SW 184TH AVENUE TO US 27 TO A FOUR-LANE ROADWAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) TO AMEND ITS LONG-RANGE TRANSPORTATION PLAN TO INCLUDE BICYCLE LANES ON GRIFFIN ROAD FROM SW 184TH AVENUE TO US 27; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THAT THE BROWARD COUNTY METROPOLITAN PLANNING

ORGANIZATION (MPO) AMEND ITS LONG-RANGE TRANSPORTATION PLAN TO INCLUDE INCREASING THE CAPACITY AND WIDENING THE WESTON ROAD BRIDGE AT GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PLANET RV IN THE AMOUNT OF SIXTEEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$16,400.00) FOR THE RENTAL OF TWO (2) TRAVEL TRAILERS TO SERVE AS TEMPORARY HOUSING AND OTHER MISCELLANEOUS COSTS IN THE AMOUNT OF SEVENTEEN THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (\$17,443.00) ASSOCIATED WITH THE RELOCATION OF BOTH THE TOWN OF DAVIE FIRE DEPARTMENT AND SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; APPROVING A BUDGET AMENDMENT IN THE TOTAL AMOUNT OF THIRTY THREE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (33,843.00); AND PROVIDING AN EFFECTIVE DATE.**
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") TO CHANGE FEMA'S POLICY REQUIRING PRE-APPROVAL FOR DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS AND TO TREAT DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS IN RESIDENTIAL COMMUNITIES IN THE SAME MANNER AS PUBLIC ROADS FOR THE PURPOSE OF FEMA REIMBURSEMENT FOR DISASTER DEBRIS REMOVAL COSTS; DIRECTING THE TOWN CLERK TO DISTRIBUTE THE EXECUTED RESOLUTION TO CERTAIN AGENCIES AND EACH OF THE MUNICIPALITIES IN BROWARD COUNTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Discussion

- 18. Town Administrator/Town Financial Administrator Annual Review**
- 19. Town-wide Utility Vehicle Warranty Pricing**
- 20. Adjournment**

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



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

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

Town Council
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: Jeff Katims
DATE: 3/8/2018
SUBJECT: 13201 Luray Road - Waiver of Plat (WP-20-18)

Recommendation

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.
3. The Council could choose to approve this item finding that the Applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with conditions such as those enumerated in the staff report.

Strategic Priorities

A. Sound Governance

Background

The Applicant is requesting approval of a Waiver of Plat to subdivide 4.7031 net acres into 2 parcels of 2.3837 and 2.3194 net acres each. The western half of the property, proposed as Lot A, contains a single-family residence. The eastern portion, proposed as Lot B, will remain vacant until developed at a future time. Both proposed lots exceed the minimum 2.0 net acre lot area requirement and the 125 feet lot width requirement.

Each of the proposed lots will front and directly access Luray Road. The proposed

subdivision will not create or exacerbate any nonconformities once the encroaching portion of the driveway is removed pursuant to the recommended conditions of approval. The existing improvements will continue to comply with maximum plot coverage and minimum pervious area requirements after subdivision.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Waiver of Plat Reso (WP-20-18) - TA Approved	3/2/2018	Resolution
Staff Report	2/12/2018	Backup Material
Aerial Location Map	2/12/2018	Exhibit
Survey	2/12/2018	Exhibit
Mail Notice Map	2/12/2018	Backup Material
Mail Notice List	2/12/2018	Backup Material

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-20-18 TO SUBDIVIDE APPROXIMATELY 4.7 NET ACRES OF PROPERTY INTO TWO LOTS OF APPROXIMATELY 2.38 AND 2.32 NET ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF LURAY ROAD, APPROXIMATELY 700 FEET WEST OF SW 130TH AVENUE; LEGALLY DESCRIBED AS THE SOUTH ½ OF TRACT 22 LESS THE SOUTH 40 FEET THEREOF IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, at a duly noticed public hearing held on March 8, 2018, the Town Council reviewed Waiver of Plat Application No. WP-20-18 by Anthony and Renee DiFede ("Petitioner") to subdivide 4.7031 net acres of property located at 13201 Luray Road, Southwest Ranches ("Property") into two lots of 2.3837 acres (Lot A) and 2.3194 acres (Lot B) each; and

WHEREAS, the Property has a Rural Ranch land use plan designation and Rural Ranches zoning, both of which require 2.0 net or 2.5 gross acres per lot; and

WHEREAS, the Rural Ranches district regulations require a minimum lot width of 125 feet; and

WHEREAS, access to the lots will be provided independently from Luray Road; and

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

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

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

Section 2. That, at a duly noticed public hearing held on March 8, 2018, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-20-18, for the subdivision of the Property, as described and depicted in Exhibit "A" attached hereto and made a part hereof, subject to the following conditions:

- (A) Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
- (B) Applicant shall remove the portion of the driveway/vehicular use area within 5 feet of the new property line created by this subdivision. Applicant shall advise Code Compliance of upon its removal and request an inspection.
- (C) Failure of the Applicant to comply with conditions (A) and (B) within 90 days of the passage of this Resolution shall automatically cause the approval to become null and void without further notice to the Applicant.

Section 3. Petitioner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.

Section 4. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 5. In the event that conditions (A) and (B) are satisfied within the timeframes delineated above, the Town Attorney shall cause this Resolution to be recorded in the Public Records of Broward County, Florida upon satisfaction of the conditions of approval enumerated in Section 2 herein.

Section 6. EFFECTIVE DATE. This Resolution shall become effective upon its recordation pursuant to Section 5 herein.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches,
this ____day of_____, 2018, on a motion by _____, seconded by

_____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

114750071.1

EXHIBIT A

LEGAL DESCRIPTION

PARENT TRACT:

SOUTH ½ OF TRACT 22 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, LESS THE SOUTH 40 FEET THEREOF.

PROPOSED LOT A:

THE SOUTH ½ OF TRACT 22 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, LESS THE SOUTH 40 FEET THEREOF. LESS THE FOLLOWING PORTION:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT LYING ON THE SOUTH LINE OF THE NORTHWEST 14 OF SAID SECTION 2; THENCE NORTH 1°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 40.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°42'31" WEST ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66TH STREET) AS RECORDED IN OFFICIAL, RECORDS BOOK 4230, PAGE 626, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 147.50 FEET; THENCE NORTH 1°51'44" WEST 20.60 FEET; THENCE SOUTH 89°42'31" WEST 7.58 FEET; THENCE NORTH 04°25'01" WEST 150.87 FEET; THENCE SOUTH 88°08'16" WEST 3.19 FEET; THENCE 01°51'44" WEST 449.67 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT 22; THENCE SOUTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 620.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA CONTAINING 103,832 SQUARE FEET (2.3737 ACRES), MORE OR LESS.

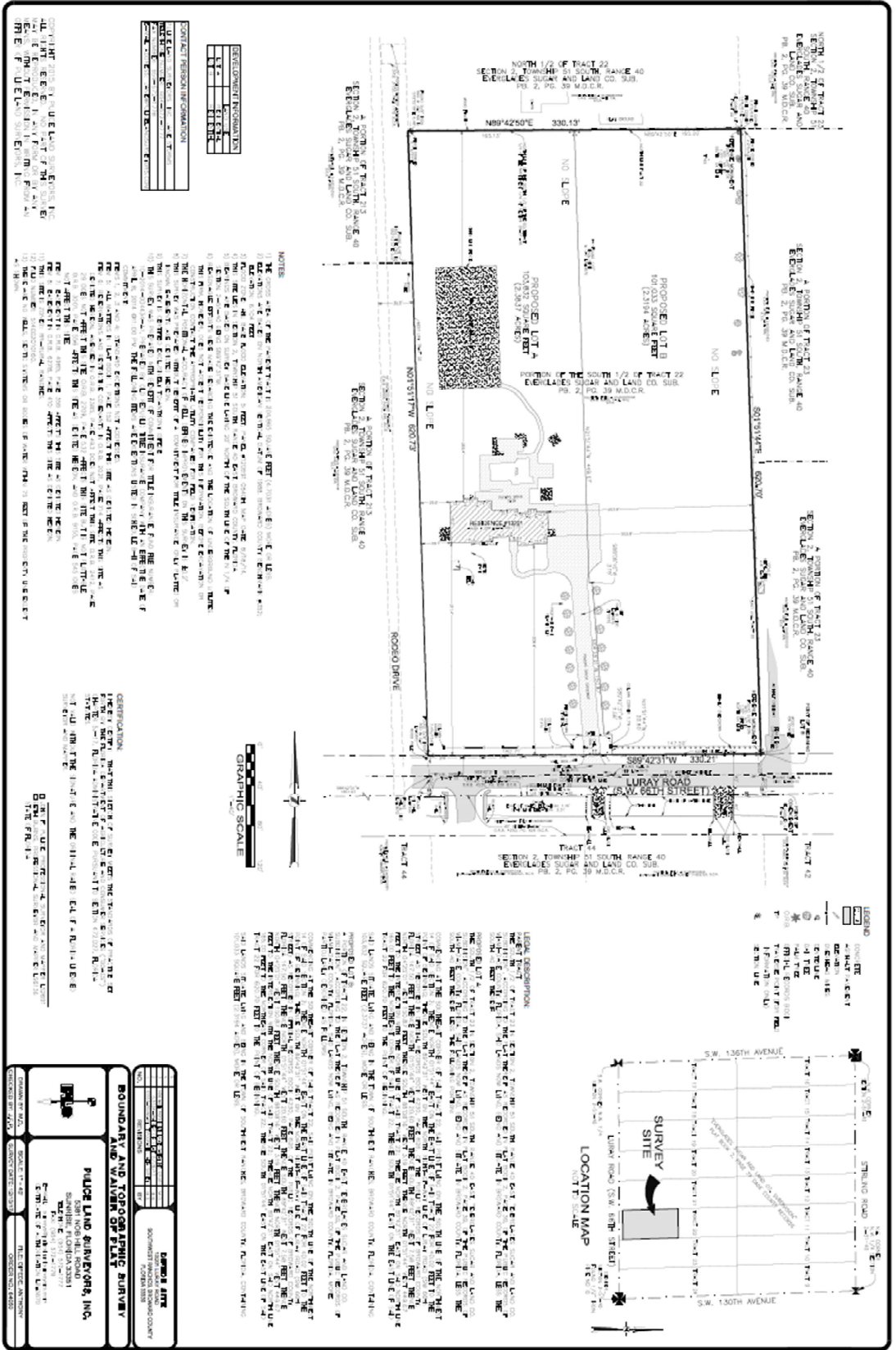
PROPOSED LOT B:

A PORTION OF TRACT 22, IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT LYING ON THE SOUTH LINE OF THE NORTHWEST 14 OF SAID SECTION 2; THENCE NORTH 1°51'44"

EAST ON THE EAST LINE OF SAID TRACT 22 FOR 40.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°42'31" WEST ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66TH STREET) AS RECORDED IN OFFICIAL, RECORDS BOOK 4230, PAGE 626, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 147.50 FEET; THENCE NORTH 1°51'44" WEST 20.60 FEET; THENCE SOUTH 89°42'31" WEST 7.58 FEET; THENCE NORTH 04°25'01" WEST 150.87 FEET; THENCE SOUTH 88°08'16" WEST 3.19 FEET; THENCE 01°51'44" WEST 449.67 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT 22; THENCE SOUTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 620.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA CONTAINING 101,033 SQUARE FEET (2.3194 ACRES), MORE OR LESS.



114750071.1

TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: March 8, 2018

SUBJECT: Waiver of Plat Application WP-20-18

ADDRESS: 13201 Luray Road, Southwest Ranches, FL

ZONING: RR, Rural Ranches District

APPLICANT: Anthony & Renee DiFede
(OWNER)

AGENT: Pulice Land Surveyors, Inc.

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

BACKGROUND AND ANALYSIS

The Applicant is requesting approval of a Waiver of Plat to subdivide 4.7031 net acres into 2 parcels of 2.3837 and 2.3194 net acres each. The western half of the property, proposed as Lot A, contains a single-family residence. The eastern portion, proposed as Lot B, will remain vacant until developed at a future time. Both proposed lots exceed the minimum 2.0 net acre lot area requirement and the 125 feet lot width requirement.

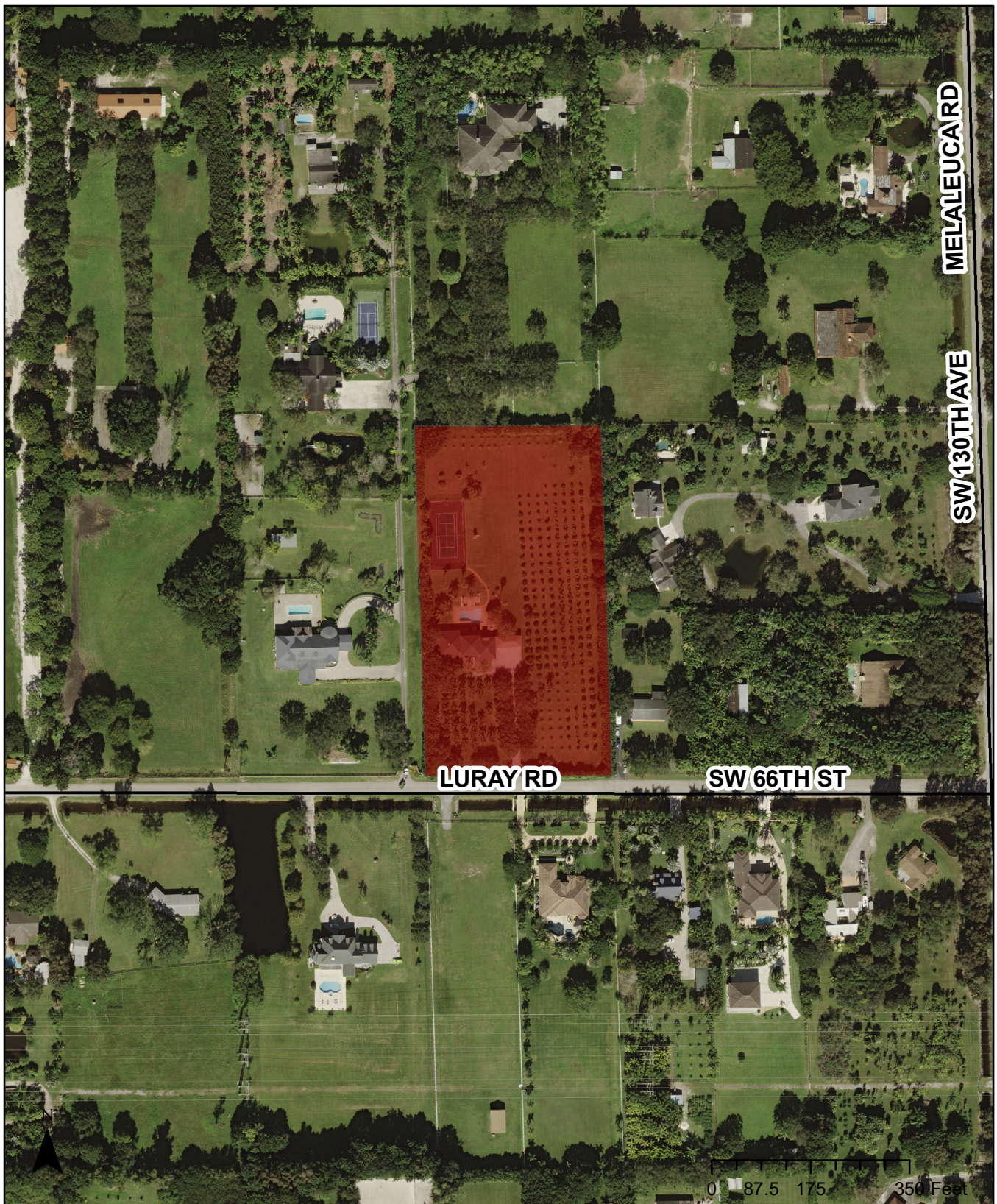
Each of the proposed lots will front and directly access Luray Road. The proposed subdivision will not create or exacerbate any nonconformities once the encroaching portion of the driveway is removed pursuant to the recommended conditions of approval. The existing improvements will continue to comply with maximum plot coverage and minimum pervious area requirements after subdivision.

The Applicant has produced an affirmative School Capacity Availability Determination from the Broward County School Board and has paid the Town park impact fee for the new proposed lot.

STAFF RECOMMENDATION:

1. The Council could choose to deny this application finding that the applicant has failed to show by competent substantial evidence that they have met the requirements of the ULDC.
2. The Council could table this item to seek additional information.

3. The Council could choose to approve this item finding that the Applicant has shown by competent substantial evidence that they have met the requirements of the ULDC, with conditions such as:
- (A) The approval of Application No. WP-20-18 shall not become effective until the resolution approving the application has been recorded in the Public Records of Broward County, Florida. The Town will not record the resolution until conditions (B) and (C) below are satisfied. Should the Applicant fail to comply with either condition within the allotted time, the approval of Application WP-20-18 shall become null and void, and the subject property shall not be subdivided.
 - (B) No later than 60 days from the date of this application approval, Applicant shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
 - (C) No later than 60 days from the date of this application approval, Applicant shall remove the portion of the driveway/vehicular use area within 5 feet of the new property line created by this subdivision. Applicant shall advise Code Compliance of their removal and request an inspection.



Legend

- 514002010160
- BCPA_GIS_20171212

**DiFede Waiver of Plat Request
Application No. WP-20-18
13201 Luray Road**

NORTH 1/2 OF TRACT 23
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

A PORTION OF TRACT 23
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

A PORTION OF TRACT 23
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

TRACT 42

TRACT 44

SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

TRACT 44

NORTH 1/2 OF TRACT 22
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

PROPOSED LOT B
101,033 SQUARE FEET
(2.3194 ACRES)

PROPOSED LOT A
103,832 SQUARE FEET
(2.3837 ACRES)

PORTION OF THE SOUTH 1/2 OF TRACT 22
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

A PORTION OF TRACT 213
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

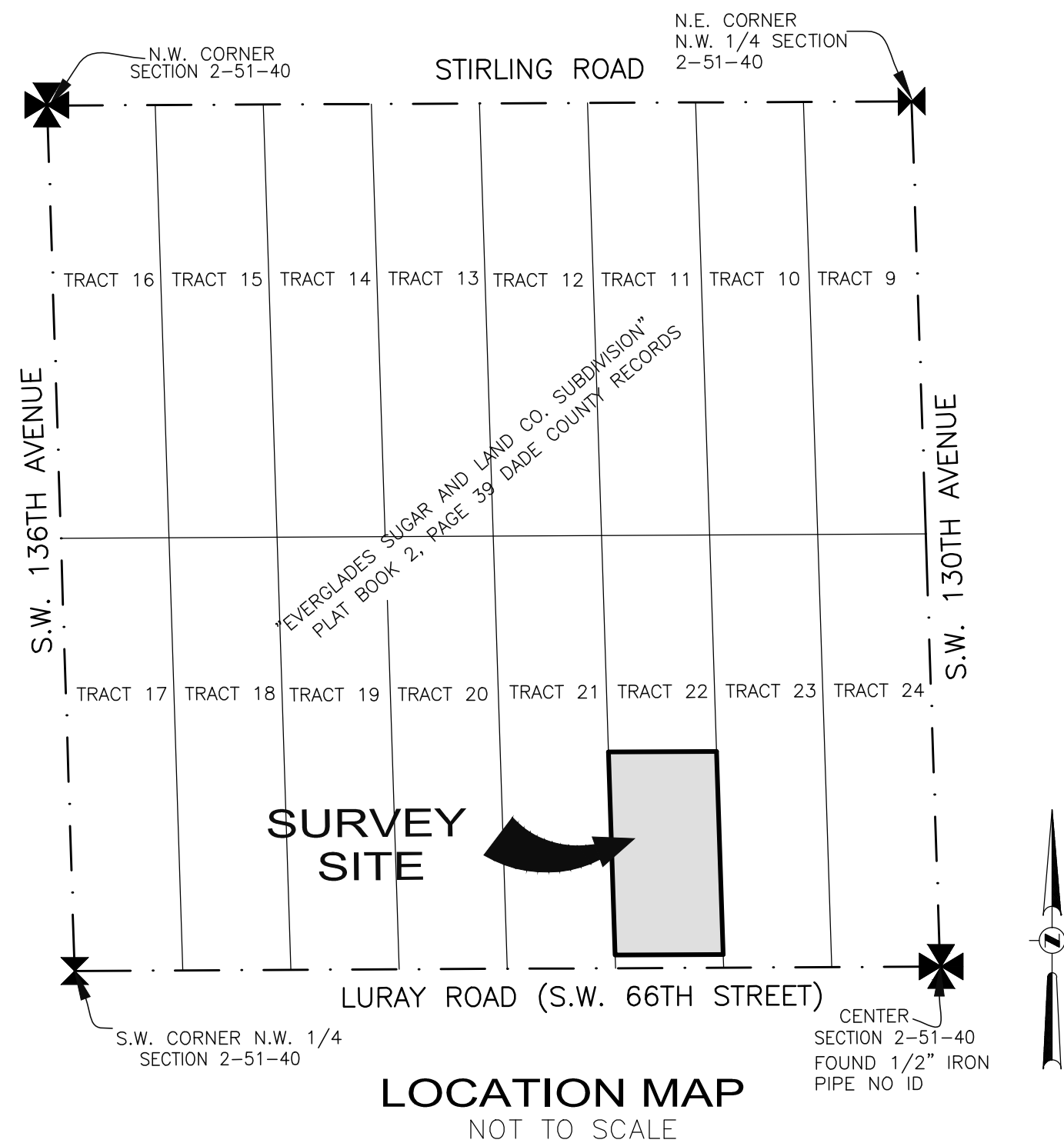
A PORTION OF TRACT 213
SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40
EVERGLADES SUGAR AND LAND CO. SUB.
PB. 2, PG. 39 M.D.C.R.

NOTES:

- 1) THE GROSS AREA OF THE PARENT TRACT IS 204,865 SQUARE FEET (4.7031 ACRES) MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #352; ELEVATION: 6.104 FEET.
- 3) FLOOD ZONE: AH; BASE FLOOD ELEVATION: 5 FEET; PANEL #120691 0540H; MAP DATE: 8/18/14.
- 4) THIS SITE LIES IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON SURVEY BASE LINE LAYING 20' NORTH OF THE SOUTH LINE OF THE N 1/4 OF SECTION 2-51-40 BEING S89°42'31"W.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.2'$.
- 8) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.
- 9) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: ANTHONY DIFEDE.
- 10) THIS SURVEY WAS PREPARED WITH BENEFIT OF COMMITMENT FOR TITLE INSURANCE. FUND FILE NUMBER: 10-2014-004434-A1, PREPARED BY OLD REPUBLIC TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF APRIL 8, 2014 @11:00 PM. THE FOLLOWING ITEMS ARE EXCEPTIONS LISTED IN SCHEDULE B-II OF SAID COMMITMENT:
ITEMS 1, 2, 3 AND 4: STANDARD EXCEPTIONS NOT ADDRESSED.
ITEM 5: ALL MATTERS IN PLAT BOOK 1, PAGE 152 AFFECT THIS SITE AS DEPICTED HEREON.
ITEM 6: RESERVATIONS AND RESTRICTIVE COVENANTS IN O.R.B. 2021, PAGE 714 AFFECTS THIS SITE AS DEPICTED HEREON, AMENDED IN O.R.B. 2385, PAGE 493 DOES NOT AFFECT THIS SITE, O.R.B. 2412, PAGE 29 DOES NOT AFFECT THIS SITE, O.R.B. 2709, PAGE 532 AFFECTS THIS SITE BUT IS NOT PLOTTABLE, O.R.B. 3001, PAGE 556 AFFECTS THIS SITE AS DEPICTED HEREON, AND O.R.B. 9155, PAGE 545 DOES NOT AFFECT THIS SITE.
ITEM 7: EASEMENT IN O.R.B. 4985, PAGE 356 AFFECTS THIS SITE AS DEPICTED HEREON.
ITEM 8: EASEMENT IN O.R.B. 6278, PAGE 410 AFFECTS THIS SITE AS DEPICTED HEREON.
- 11) THIS SITE IS ZONED: RR-RURAL RANCHES.
- 12) FOLIO NUMBER: 514002010160.
- 13) THERE ARE NO WELLS, SEPTIC SYSTEMS OR BODIES OF WATER WITHIN 75 FEET OF THE PROPERTY LINE EXCEPT AS SHOWN.

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
	ELEVATION
	OVERHEAD WIRES
	CENTERLINE
	OAK TREE
	PALM TREE
	OFFICIAL RECORDS BOOK
	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
	SECTION LINE



LEGAL DESCRIPTION:

PARENT TRACT:

THE SOUTH 1/2 OF TRACT 22 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, LESS THE SOUTH 40 FEET THEREOF.

PROPOSED LOT A:

THE SOUTH 1/2 OF TRACT 22 IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, LESS THE SOUTH 40 FEET THEREOF. LESS THE FOLLOWING PORTION:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT LYING ON THE SOUTH LINE OF THE NORTHWEST 14 OF SAID SECTION 2; THENCE NORTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 40.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°42'31" WEST ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66th STREET) AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 626, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 147.50 FEET; THENCE NORTH 01°51'44" WEST 20.60 FEET; THENCE SOUTH 89°42'31" WEST 7.58 FEET; THENCE NORTH 04°25'01" WEST 150.87 FEET; THENCE SOUTH 88°08'16" WEST 3.19 FEET; THENCE NORTH 01°51'44" WEST 449.67 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT 22; THENCE NORTH 89°42'31" EAST ON SAID NORTH LINE 165.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE SOUTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 620.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, CONTAINING 103,832 SQUARE FEET (2.3737 ACRES), MORE OR LESS.

PROPOSED LOT B:

A PORTION OF TRACT 22, IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST, "EVERGLADES SUGAR AND LAND CO. SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE, IN BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT LYING ON THE SOUTH LINE OF THE NORTHWEST 14 OF SAID SECTION 2; THENCE NORTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 40.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°42'31" WEST ON THE NORTH RIGHT-OF-WAY LINE OF LURAY ROAD (SW 66th STREET) AS RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 626, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 147.50 FEET; THENCE NORTH 01°51'44" WEST 20.60 FEET; THENCE SOUTH 89°42'31" WEST 7.58 FEET; THENCE NORTH 04°25'01" WEST 150.87 FEET; THENCE SOUTH 88°08'16" WEST 3.19 FEET; THENCE NORTH 01°51'44" WEST 449.67 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT 22; THENCE NORTH 89°42'31" EAST ON SAID NORTH LINE 165.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 22; THENCE SOUTH 01°51'44" EAST ON THE EAST LINE OF SAID TRACT 22 FOR 620.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, CONTAINING 101,033 SQUARE FEET (2.3194 ACRES), MORE OR LESS.

DEVELOPMENT INFORMATION

	LAND USE
LOT A	RESIDENTIAL
LOT B	RESIDENTIAL

CONTACT PERSON INFORMATION

PULICE LAND SURVEYORS, INC. JANE STORMS
TELEPHONE NUMBER: 954-572-1777
FAX NUMBER: 954-572-1778
E-MAIL ADDRESS: JANE@PULICELANDSURVEYORS.COM

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

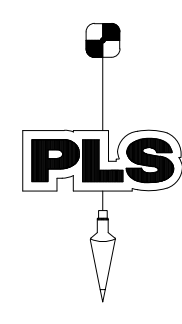
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

5		
4		
3	64050 WORKY PROPOSED LOTS, LOCATED SANITARY INFO 12/3/17	M.D.
2	63334-WAIVER OF PLAT 6/28/17	B.B.
1	63333-BOUNDARY TOPOGRAPHIC ALTA SURVEY	M.D.
NO.	REVISIONS	BY

DIFEDE SITE
13201 LURAY ROAD
SOUTHWEST RANCHES, BROWARD COUNTY
FLORIDA 33330

BOUNDARY AND TOPOGRAPHIC SURVEY AND WAIVER OF PLAT



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777

FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: M.D.

SCALE: 1" = 40'

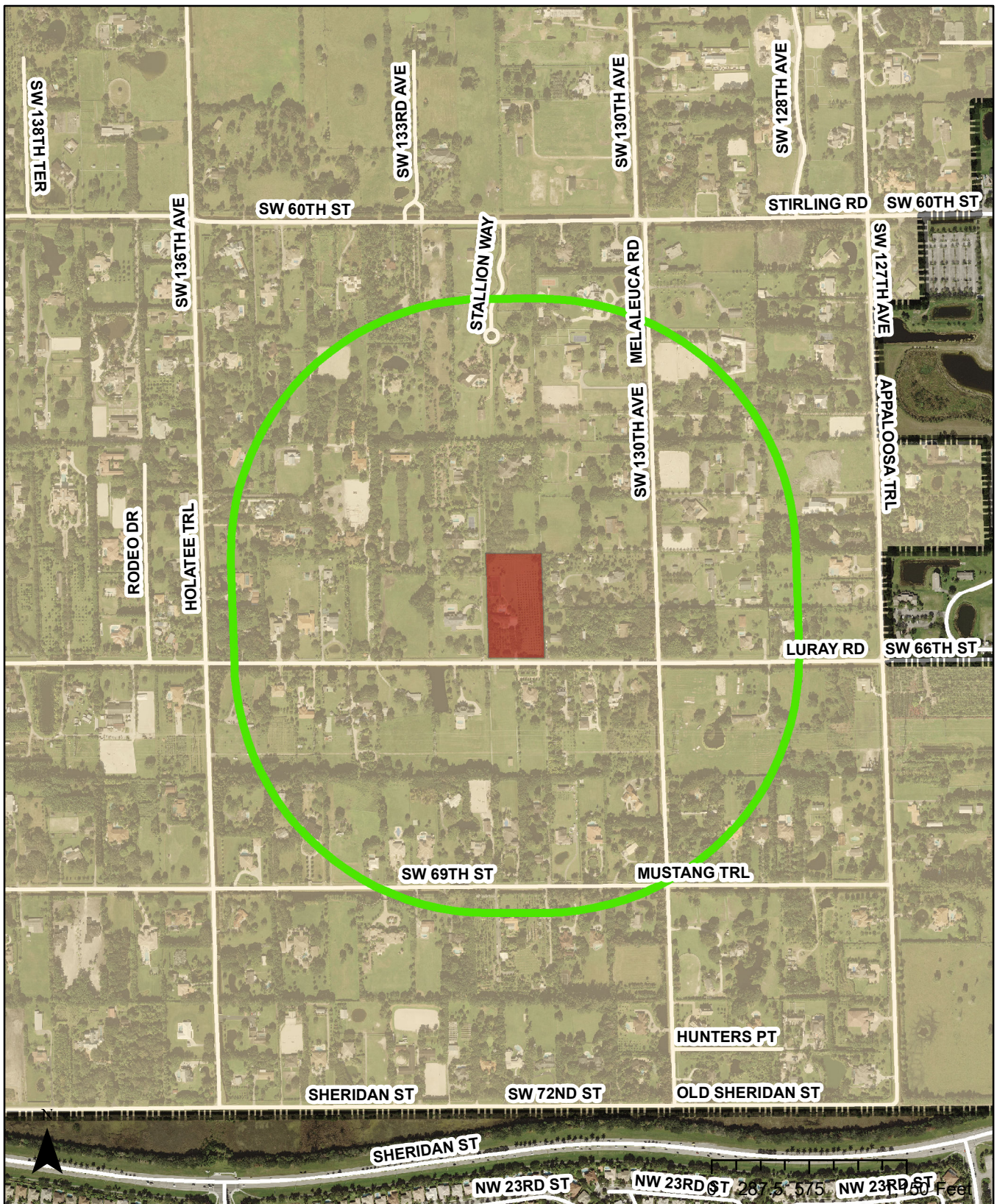
FILE: DIFEDE, ANTHONY

CHECKED BY: J.F.P.

SURVEY DATE: 12/13/17

ORDER NO.: 64050

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ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.



Legend

- Subject Site - 13201 Luray Road
- 1500FT_notice_area
- Southwest Ranches Boundary

DiFede Waiver of Plat Request
Application No. WP-20-18
13201 Luray Road

Parcel.FOI	BCPA_TAX_ROLL.NAME_LINE_1	BCPA_TAX_ROLL.NAME_LINE_2
514002010121	13240 STIRLING ROAD LLC	
514002010310	MANSILLA,POMPEY	
514002010460	BROWARD COUNTY	BOARD OF COUNTY COMMISSIONERS
514002130010	KASARLA,RAMMOHAN & ARPITHA	
514002010182	LOPEZ,CLAUDIA M	
514002030010	PARRISH,LORI N	COHEN,GEOFFREY D ETAL
514002010335	13441 MUSTANG LLC	
514002100020	KAPLAN,RUSSELL D	FEINSTEIN,LISA H
514002010371	LOPEZ,SAMUEL	
514002010316	MOSS,BRET ANTHONY &	MOSS,PAMELA MARIE
514002010317	DEWEY,MARK & JANICE MC CALLMAN	
514002010139	MILESTONE,SCOTT A	
514002040020	MIRZA,KHALID M H/E	GONZALEZ,DIANA B
514002010322	CASA DI FORTUNA LLC	
514002040010	ROSS,DAVID B & AMY JO SINGER	
514002010321	VELISARIOS,A H/E	ZITIS,CYNTHIA & ZITIS,KARYL
514002010328	DANIELS,PATRICIA M	
514002010327	BURGESS,RICHARD H & SHAWN C	
514002010147	CHANG,ANA MARIA	
514002010123	WARLEN,J L JR & BARBARA J	
514002010320	GISSIN,STEVEN & KAREN	
514002010353	GONZALEZ,RENE & RAQUEL	
514002010326	ALVAREZ,RODOLFO H/E	ALVAREZ,MARISOL
514002010153	POLIAKOFF,SHERRI	
514002010324	CONROY,MORGAN	CONROY,MARILYN & MARK
514002010154	LEE,CHI HUNG & WOON KWAN LAM	
514002010125	WILSON,GLENN & DONNA H	
514002010352	HEALY,CAROLINE	
514002010330	THARP,BARRY & GLORIA	
514002010331	SPERDUTO,DEBRA LOUISE LE	SPERDUTO,GAETANO DAVID LE ET/
514002010332	WOLFF,REBECCA R	REBECCA R WOLFF TR
514002010130	DE LA FLOR,JAVIER AUGUSTO H/E	DE LA FLOR,DEBORAH
514002010333	BRADDY,ROBERT M & AMY L	
514002010343	AIGES,SAMUEL & SAMANTHA	
514002030020	BRIDGEMAN,JAMES & MICHAELA	
514002010337	CAMPION,JEFFREY E & STEPHANIE H	
514002010145	CHIN,DENNIS & LILLA	
514002010325	ARENAS,DANIEL	
514002050020	AHMED,ARIF & SADAF	
514002050010	KIRKSEY-BURNETT,MAIA	
514002110020	PEREZ,ISIDORO & MILADYS	
514002010148	DRUCTOR,PAUL	
514002010142	ZITO,JOHN F & MIKKO	JOHN F ZITO REV LIV TR
514002010141	ABEL & CHRISTY INC	
514002010185	SANON,JEAN-GARY	SANON,VALENTINE
514002010173	MADRE Y PADRE LLC	
514002010134	RUSSELL,ANGELA PARISH	
514002010128	HAPPY TRAILS RANCH LLC	
514002010336	DONALD W HULMES REV TR	
514002030030	PERL,CHAIM & SIGALIT	
514002010135	YALLOZ,MEIR &	YALLOZ,DOREEN
514002010144	NECUZE,GERARDO & MARCIA	
514002010184	MORRIS,DEBORAH	
514002010070	DIAMOND EYE STABLES LLC	
514002010351	SUSTIEL,OFER	
514002130020	750 ESTATES INC	
514002010149	WILLIAMS,JOHN & ROSE	
514002010151	MARTIN,ALVIN B	MARTIN,LOUISE
514002010091	WEISS,GARY & LORI	
514002130040	FERNANDEZ,ERNESTO & GRACE	

BCPA_TAX_ROLL.ADDRESS_LINE_1	BCPA_TAX_ROLL.CITY	RAX_RBCPA_TAX_ROLL.ADDRESS_LINE_2	
10238 W STATE ROAD 84	FORT LAUDERDALE	FL 33324 FORT LAUDERDALE	FL33324
11221 REVELLE RD	HOLLYWOOD	FL 33026 HOLLYWOOD	FL33026
115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL 33301 FORT LAUDERDALE	FL33301
11830 NW 4 ST	PLANTATION	FL 33325 PLANTATION	FL33325
1252 NW 141 AVE	PEMBROKE PINES	FL 33328 PEMBROKE PINES	FL33328
12801 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
12850 HUNTER POINT	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
12901 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13000 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13001 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13020 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13100 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13100 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13101 MUSTANG TRL	SOUTHWEST RANCHES	FL 33331 SOUTHWEST RANCHES	FL33331
13110 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13111 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13119 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13121 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13130 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13131 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13200 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13200 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13201 MUSTANG TRAIL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13211 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13211 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13221 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13280 STIRLING ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13290 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13291 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13300 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13320 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13320 STIRLING ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13350 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13350 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13351 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13400 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13401 SW 66 ST	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13431 MUSTANG TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13441 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13451 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13460 LURAY ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13500 STIRLING RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
13551 LURAY RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
15121 MEADHAVEN ST	DAVIE	FL 33331 DAVIE	FL33331
1600 NW 115 AVE	PEMBROKE PINES	FL 33026 PEMBROKE PINES	FL33026
16702 NW 21 ST #302	PEMBROKE PINES	FL 33028 PEMBROKE PINES	FL33028
18433 SW 87 PL	MIAMI	FL 33157 MIAMI	FL33157
2000 BRUSH ST SUITE 400	DETROIT	M 48226 DETROIT	MI48226
2171 SW 117 TER	DAVIE	FL 33325 DAVIE	FL33325
4037 CASCADA CIR	HOLLYWOOD	FL 33024 HOLLYWOOD	FL33024
490 TAMARIND DRIVE	HALLANDALE BEACH	FL 33009 HALLANDALE BEACH	FL33009
5100 SW 198 TER	SOUTHWEST RANCHES	FL 33332 SOUTHWEST RANCHES	FL33332
5155 SW 192 TER	SOUTHWEST RANCHES	FL 33332 SOUTHWEST RANCHES	FL33332
5551 HANCOCK RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
5722 S FLAMINGO RD #282	COOPER CITY	FL 33330 COOPER CITY	FL33330
5805 BLUE LAGOON DR #200	MIAMI	FL 33126 MIAMI	FL33126
6011 SW 136 AVE	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6038 NW 75 WAY	PARKLAND	FL 33067 PARKLAND	FL33067
6111 SW 130 AVE	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6200 STALLION WAY	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330

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514002010092	DE CARDENAS,ESTER DANIELA D F	DAVID,RICARDO V CARDENAS
514002010071	BALASKY,PETER V	PETER V BALASKY TR
514002010064	LYONS,SEAN T & LORI S	
514002130030	MANDALAY ESTATES INC	
514002010074	CALDERBANK,BARBARA J	ZUMBACH,MICKEY
514002010094	DEFREITAS-HANSEN,VANESSA	HANSEN,ULRICH
514002060040	PUJOL,JUAN L & MIRTHA	
514002010172	BECKMAN,MAILIN H/E	D'ELIA,RODERICK & CINDY
514002010171	L & M PROPERTY FL LLC	
514002010138	MUNO CREATIVE LLC	
514002010175	WALTZ,GREGORY L	
514002010174	D'ELIA,RODERICK & CINDY	
514002010132	WEINER,LAWRENCE C & LORETTA R	
514002010170	CALLAGHAN,STEPHEN	CALLAGHAN,SHOBHNA
514002010136	BUZZELLA,JOHN E & CYNTHIA ANN	
514002010187	SHTERENVASER,JULIE	
514002010143	GONZALEZ,EDUARDO & LORETTA	
514002010161	RINGGER,GEORGE & ELAINE H/E	CHARLES,KATHLEEN LIZABETH
514002010163	CHARLES,NANCY E	
514002010129	GARCIA-MARTINEZ,MAYRA	MARTINEZ,JULIO A
514002010137	CLEMENT,BETTY	
514002010329	LAIDLAW,ADRIAN &	MORRISON-LAIDLAW,MICHELE
514002010300	TORRES,LAZARA AMENG & JUAN	
514002010303	CALVO,HUGO	
514002010072	AHMAD,SHAHABUDEEN & DOMINIQUE	
514002010339	PADRON,NEIDA B	GOMEZ,ABRAHAM
514002010281	RANCHO HOLDINGS LLC	
514002010162	ANGUS LEO ARCHER III LAND TR	%GRANT TANI BARASH & ALTMAN L

6201 SW 130 AVE	FORT LAUDERDALE	FL 33330 FORT LAUDERDALE	FL33330
6220 MELALEUCA RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6221 SW 127 AVE	FORT LAUDERDALE	FL 33330 FORT LAUDERDALE	FL33330
6225 STALLION WAY	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6230 MELALEUCA RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6231 SW 130 AVE	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6250 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6300 MELALEUCA ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6321 OLDE MOAT WAY	DAVIE	FL 33331 DAVIE	FL33331
6350 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6400 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6400 MELALEUCA ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6410 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6410 SW 130 AVE	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6411 MELALEUCA ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6451 APPALOOSA TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6500 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6509 MELALEUCA RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6511 MELALEUCA RD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6541 APPALOOSA TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6541 MELALEUCA ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6740 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6800 SW 130 AVE	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6830 MELALEUCA ROAD	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
6951 NW 109 AVE	MIAMI	FL 33178 MIAMI	FL33178
7111 HOLATEE TRL	SOUTHWEST RANCHES	FL 33330 SOUTHWEST RANCHES	FL33330
7270 NW 12 ST #380	MIAMI	FL 33126 MIAMI	FL33126
9100 WILSHIRE BLVD STE 1000W	BEVERLY HILLS	C/90212 BEVERLY HILLS	CA90212

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

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

Town Council
Doug McKay, Mayor
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: 3/8/2018
SUBJECT: Lease Agreement for Copier/Scanners from Toshiba America Business Solutions, Inc

Recommendation

Staff recommends Council approval of a thirty-six (36) month lease agreement and related equipment service agreement with Toshiba America Business Solutions, Inc. (TABS) to procure three (3) copier/scanners.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

This request is for the provision of three (3) copier/scanners to replace three (3) existing copier scanners that are at the end of their lease terms. On April 23, 2015 the Town entered into a lease agreement with TABS for the provision of three (3) copier/scanners. Accordingly, the current copier/scanners will reach the end of their lease term in April of 2018.

Town staff is desirous of piggybacking off State of Florida Contract #600-000-11-1. This piggyback contract offers a very competitive rate that will allow the Town to be out-fitted with higher speed copier/scanners which will enable Staff operations to be more efficient.

Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2018 budget within the Non-Departmental Expenditures account #001-3900-519-44030 (Equipment/Vehicle Leasing). The annual b a s e lease agreement payments will be \$6,873.48 which includes all supplies except staples and paper. Therefore, the equipment lease payments over the proposed 36-month term is \$20,620.44.

Total estimated operating costs (which include base lease payments + copy costs) is estimated to be \$1050 per month or \$37,800.00 over a 36 month period.

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Toshiba Copier Scanner Lease - TA Approved	3/2/2018	Resolution
Model 3508A Quote	3/2/2018	Backup Material
25506ACT 3508A SVC Agreement	3/2/2018	Backup Material
SW RANCHES 25506ACT 3508A SO	3/2/2018	Backup Material
SW RANCHES 5506ACT final QUOTE	3/2/2018	Backup Material
NO APPROPRIATION SW RANCHES	3/2/2018	Backup Material
LEASE DOC	3/2/2018	Backup Material

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, all departments of the Town rely on the current copiers to make copies and to scan documents in the course of carrying out the responsibilities they are charged with; and

WHEREAS, currently the Town has a lease agreement with Toshiba America Business Solutions, Inc. to lease three copiers that will expire in April 2018; and

WHEREAS, the Town is desirous of leasing three new copier/printer/scanners to perform copying, printing, and scanning as needed to conduct normal business operations; and

WHEREAS, it is in the best interest of the Town to also enter into a Maintenance Contract with Toshiba America Business Solutions, Inc. for the proper maintenance and servicing of the three (3) copier/ printer/scanners; and

WHEREAS, Town Staff has reviewed operating costs and based on comparative Florida State Contract pricing, technical specifications and performance efficiencies offered, staff determined that the solution provided by Toshiba America Business Solutions, Inc. is the best choice overall for meeting Town Staff needs as outlined above.

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the leasing of three (3) copier/ printer/scanners, pursuant to a Lease Agreement with Toshiba America Business Solutions, Inc., in substantially the form attached hereto as Exhibit "A" (the "Lease Agreement"), with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

SECTION 3. The Town Council hereby approves the Maintenance Contract for the maintenance and servicing of three (3) copier/ printer/scanners, in substantially the form

attached hereto as Exhibit "B" (the "Maintenance Contract"), with such changes, insertions and omissions as may be necessary to effectuate the intent of this Resolution.

SECTION 4. The Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into the Lease Agreement and Maintenance Contract with Toshiba America Business Solutions, Inc. for three (3) copier/printer/scanners.

SECTION 5. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of March, 2018, on a motion by

_____, seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

114713803.1

STATE OF FLORIDA CONTRACT #600-000-11-1

DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC

SEGMENT 3 - MONOCHROME

SPEED: 31 - 40 PAGES PER MINUTE

TOWN OF SOUTHWEST RANCHES

PICK UP F15147 - 257

TOSHIBA e-STUDIO3508A



The e-STUDIO3508A multifunction system features high-speed auto duplex, with a 3,200-sheet paper capacity, and copy and print speeds of 35 pages-per-minute. Standard network printing, and "on the fly" paper handling capabilities make fast work of complicated jobs.

SPECIFICATIONS

- Copy/Print Resolution - 2400 x 1200 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 35 PPM (Letter)
- First Copy Out Time - 3.6 Sec (Letter)
- Warm-Up Time - Approx. 20 Seconds
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 125,000 Copies
- Color Scanning

PRICING

\$88.94 PER MONTH / 36 MONTH TERM

Lease (Monthly)

Part Number	Description	Retail	Purchase	24M	36M	48M	CPC
e-STUDIO3508A	35 PPM Digital Copier	\$11,302	\$1,878	\$83.20	\$56.45	\$43.08	0.00600
MR3031	100-Sheet RADF	\$1,675	\$237	\$10.50	\$7.12	\$5.44	
MR4000	300-Sheet DSDF	\$2,263	\$495	\$21.93	\$14.88	\$11.36	
KA5005PC	Platen Cover	\$47	\$24	\$1.06	\$0.72	\$0.55	
MJ1042	Inner Finisher	\$1,760	\$485	\$21.49	\$14.58	\$11.13	
MJ1109	Console Finisher w/ Stapling	\$2,284	\$633	\$28.04	\$19.03	\$14.52	
MJ1110	Finisher - Saddle Stitch	\$3,395	\$942	\$41.73	\$28.32	\$21.61	
KN5005	Bridge Kit (Required with MJ1109/1110)	\$265	\$74	\$3.28	\$2.22	\$1.70	
MJ5014	Job Separator (E2508A)	\$289	\$113	\$5.01	\$3.40	\$2.59	
MJ5015	Job Separator (E3508A/4508A)	\$289	\$113	\$5.01	\$3.40	\$2.59	
MJ6011	Hole Punch for MJ1042	\$850	\$247	\$10.94	\$7.42	\$5.67	
MJ6105	Hole Punch (for MJ1109 & MJ1110)	\$850	\$233	\$10.32	\$7.00	\$5.35	
KD1058	550 Sheet Paper Feed Pedestal	\$980	\$245	\$10.85	\$7.36	\$5.62	
MY1048	550-Sheet Drawer	\$550	\$138	\$6.11	\$4.15	\$3.17	
MY1049	Envelope Drawer Module	\$550	\$138	\$6.11	\$4.15	\$3.17	
KD1059LT	2000 Sheet Large Capacity Feeder	\$1,225	\$307	\$13.60	\$9.23	\$7.04	
KK5005	Work Tray	\$55	\$21	\$0.93	\$0.63	\$0.48	
GQ1280	Harness Kit for Coin Controller	\$83	\$42	\$1.86	\$1.26	\$0.96	
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,160	\$118	\$5.23	\$3.55	\$2.71	
STAND5005	Stand	\$215	\$112	\$4.96	\$3.37	\$2.57	
GN4020	Wireless LAN/Bluetooth Module	\$629	\$319	\$14.13	\$9.59	\$7.32	
GR1250	Accessory Tray (Keyboard Shelf)	\$99	\$34	\$1.51	\$1.02	\$0.78	
GR1260	Panel 10 Key Option	\$99	\$34	\$1.51	\$1.02	\$0.78	
GR9000	Bluetooth Wireless Keyboard	\$99	\$34	\$1.51	\$1.02	\$0.78	
GR1270	USB Hub	\$109	\$40	\$1.77	\$1.20	\$0.92	
GR1290	Card Reader Holder (Requires GR1270)	\$99	\$34	\$1.51	\$1.02	\$0.78	
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$218	\$9.66	\$6.55	\$5.00	
GB1280V8	Re-Rite Software	\$2,999	\$462	\$20.47	\$13.89	\$10.60	
GS1080	Embedded OCR Enabler 1 License	\$775	\$253	\$11.21	\$7.61	\$5.80	
GS1085	Embedded OCR Enabler 5 Licenses	\$2,995	\$1,126	\$49.88	\$33.85	\$25.83	
GS1090	Multi-Station Print Enabler 1 License	\$195	\$57	\$2.53	\$1.71	\$1.31	
GS1095	Multi-Station Print Enabler 5 Licenses	\$695	\$218	\$9.66	\$6.55	\$5.00	
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25	
GP1080	IPSEC Enabler	\$799	\$437	\$19.36	\$13.14	\$10.02	
GD1370	Fax Unit / 2nd Line Fax Unit	\$1,025	\$411	\$18.21	\$12.35	\$9.43	
T3008U	Black Toner (Warranty Period Only)	N/A		\$72			
STAPLE2400	Staples = MJ1042/MJ1109/MJ1110 (1 box = 5,000 st x 3)	N/A		\$96			
STAPLE3100	Staples = MJ1110 (1 box = 2,000 st x 4)	N/A		\$79			

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc
Order from: 9740 Irvine Blvd, Irvine, CA 92618
Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067
FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

Contact: Mike McKinley
 9740 Irvine Blvd, Irvine, CA 92618
Phone: 678-613-2311
Fax: 949-587-9871
Email: mike.mckinley@tabs.toshiba.com

**AIMS MAINTENANCE CONTRACT****MA-1.0.0**

CUSTOMER NUMBER

DATE

Sales Representative: _____

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name:	Bill to Number:		
Billing Address:	Phone #:	Ext.:	Fax #:
Address 2:	Contact:		Customer PO #:
City:	State:	Zip:	email:

INVOICE INFORMATION

Invoice Customer Address Location



Invoice Equipment Location

SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS**TRANSACTION TERMS (Consolidated Minimums Per Pool)**

Pool Description	Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

DECLINATION☐

Customer is declining maintenance on the equipment listed above.

Printed Name:	Signature:
Title: _____ Date: _____	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	Toshiba Business Solutions		
Printed Name:	Printed Name:		
Signature:	Signature:		
Title: _____	Date: _____	Title: _____	Effective Date: _____

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. TERM. This Contract will remain in force for one (1) year from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter which is shown on the face of this Contract. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service.

Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period.

Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

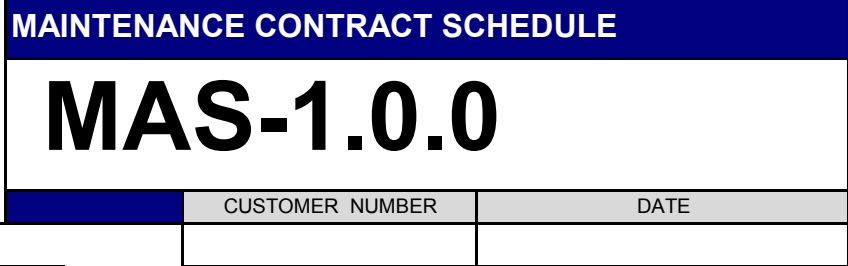
The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

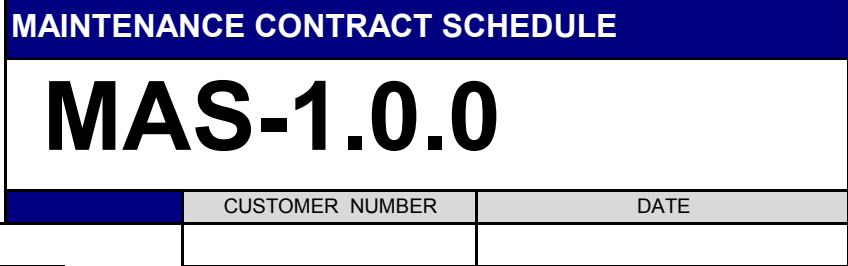
This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



CUSTOMER NUMBER

DATE

Customer Initials _____



CUSTOMER NUMBER	DATE

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

CUSTOMER NUMBER

DATE

Sales Representative: _____

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

Customer Initials _____

Sales Representative: _____

CUSTOMER NUMBER

DATE

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION:

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

Customer Initials _____



MAINTENANCE CONTRACT SCHEDULE

MAS-1.0.0

Sales Representative: _____

CUSTOMER NUMBER

DATE

--	--	--	--	--	--	--



AIMS MAINTENANCE CONTRACT

MS-1.0.0

Sales Representative: PAULINE GREGORY

CUSTOMER NUMBER

DATE

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

CUSTOMER INFORMATION

Customer Name:	TOWN OF SOUTHWEST RANCHES	Bill to Number:	
Billing Address:	TOWN CLERKS OFFICE	Phone #:	954-434-0008 Ext.
Address 2:	13400 GRIFFIN ROAD	Contact:	RUSSELL MUNIZ
City:	SW RANCHES	State:	FL
Zip:	33330	eMail:	RMUNIZ@SOUTHWESTRANCHES.ORG

DEVICE DETAILS

LOCATION INFORMATION

Ship to Name:	TOWN OF SOUTHWEST RANCHES	Ship to Number:	
Shipping Address:	13400 GRIFFIN ROAD	Phone #:	Ext.
City:	SW RANCHES	State:	FL
Zip:	33330	Fax #:	
Contact:		email:	
Delivery Date:		Ship:	

EQUIPMENT

				PRODUCT NUMBER	ID #	SERIAL NUMBER	
(2) 5506ACT AND (1) 3508A							
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY
Color Images		ZERO	Clicks	ZERO	Monthly	\$0.04500	
Black Images		ZERO	Clicks	ZERO	Monthly	\$0.00528	
Black Images		ZERO	Clicks	ZERO	Monthly	\$0.00600	

☐ See attached Maintenance Contract Schedule for additional covered devices

INVOICE INFORMATION

<input type="checkbox"/> Invoice Customer Address Location	<input type="checkbox"/> Invoice Equipment Location
--	---

DECLINATION

<input type="checkbox"/> Customer is declining maintenance on the equipment listed above.		
Printed Name:		Signature:
Title:	Date:	

ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	Toshiba Business Solutions		
Printed Name:	Printed Name:		
Signature:	Signature:		
Title:	Date:	Title:	Effective Date:

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. TERM. This Contract will remain in force for one (1) year from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter which is shown on the face of this Contract. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service.

Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period.

Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.

The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area;

(c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;

(d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;

(e) Painting or refinishing of the equipment;

(f) Making specification changes;

(g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;

(h) Performing key operator functions as described in the operator manual;

(i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;

(j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;

(k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.

(l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.

(m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

Sales Representative: _____

CUSTOMER NUMBER

DATE

DEVICE DETAILS

LOCATION INFORMATION

Ship to Name:				Ship to Number:			
Shipping Address:				Phone #:		Ext.	
City:		State:	Zip:	Fax #:			
Contact:		email:		Delivery Date:		Ship:	

EQUIPMENT				PRODUCT NUMBER	ID #	SERIAL NUMBER	
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY

DEVICE DETAILS

LOCATION INFORMATION

Ship to Name:				Ship to Number:			
Shipping Address:				Phone #:		Ext.	
City:		State:	Zip:	Fax #:			
Contact:		email:		Delivery Date:		Ship:	

EQUIPMENT				PRODUCT NUMBER	ID #	SERIAL NUMBER	
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY

DEVICE DETAILS

LOCATION INFORMATION

Ship to Name:				Ship to Number:			
Shipping Address:				Phone #:		Ext.	
City:		State:	Zip:	Fax #:			
Contact:		email:		Delivery Date:		Ship:	

EQUIPMENT				PRODUCT NUMBER	ID #	SERIAL NUMBER	
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY


DEVICE DETAILS

LOCATION INFORMATION

Ship to Name:				Ship to Number:			
Shipping Address:				Phone #:		Ext.	
City:		State:	Zip:	Fax #:			
Contact:		email:		Delivery Date:		Ship:	

EQUIPMENT				PRODUCT NUMBER	ID #	SERIAL NUMBER	
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY

Customer Initials _____

	MAINTENANCE CONTRACT SCHEDULE						
	MSS-1.0.0						
		CUSTOMER NUMBER			DATE		
Sales Representative: _____							

Sales Representative: **PAULINE GREGORY**

CUSTOMER NUMBER

ORDER DATE

3/2/2018

CUSTOMER INFORMATION

Bill to Number:	Ship to Number:
Customer Name: TOWN OF SOUTHWEST RANCHES	Customer Name: TOWN OF SOUTHWEST RANCHES
Billing Address: TOWN CLERKS OFFICE	Shipping Address:
Address 2: 13400 GRIFFIN ROAD	Address 2: 13400 GRIFFIN ROAD
City: SOUTHWEST RANCHES State: FL Zip: 33330	City: SOUTHWEST RANCHES State: FL Zip: 33330
Phone #: 954-434-0008 Ext. Fax #: eMail: RMUNIZ@SOUTHWESTRANCHES.ORG	Phone #: Ext. Fax #: eMail:
Contact: RUSSELL MUNIZ	Contact:
Customer PO #: Business Type:	Delivery Date: Ship: Term:

MOVEMENT STATUS

Delivery Contact: RUSSELL MUNIZ	Movement:
Telephone #: 954-434-0008	
Delivery Hours:	
Stairs:	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT
2	ESTUDIO5506ACT (3 DRAWER VERSION)	55/55 COLOR MFD		\$ -	\$ -
2	50-SHEET STAPLE FINISHER	MJ1111		\$ -	\$ -
2	HOLE PUNCH UNIT	MJ6106		\$ -	\$ -
2	RAIL FOR FINISHER	KN1103		\$ -	\$ -
2	BLUETOOTH WIRELESS KEYBOARD	GR9000		\$ -	\$ -
2	ACCESSORY TRAY (KEYBOARD SHELF)	GR1250		\$ -	\$ -
1	FAX BOARD	GD1370		\$ -	\$ -
				\$ -	
				\$ -	
1	ESTUDIO3508A	35 PPM MFD		\$ -	\$ -
1	100-SHEET RADF	MR3031		\$ -	\$ -
1	STAPLE FINISHER - INNER	MJ1042		\$ -	\$ -
1	STAND	STAND5005		\$ -	\$ -
1	HOLE PUNCH UNIT	MJ6011		\$ -	\$ -
QTY.	SUPPLIES	PRODUCT NUMBER	SERIAL NUMBER	UNIT PRICE	AMOUNT

SPECIAL INSTRUCTIONS

\$572.79 PER MONTH - 36 MONTHS / TERMS AND CONTIONS PER THE SOF#600-000-11-1			Sub Total	\$ -
			Installation	
			Freight	
			Taxable Total	\$ -
			Sales Tax %	
Model Trade-in: SEE PICK UP DOC	Serial Number:	Equip. ID:	Tax Paid	\$ -
Sales Manager:	Office Branch:	Date:	Cash Paid	
Customer Name (Please Print):	Customer Name (Signature):		Trade Allow	
			Total	\$ -
			UCC Fee	

TERMS AND CONDITIONS

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. Limited Warranty. The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at it's option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oilier tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.

2. Title and Risk of Loss. Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.

3. Price, Taxes and Interest Charges. Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.

4. Terms/Cash Sales. Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.

5. Extended Terms/Contracts. Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.

6. Delivery. Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.

7. Force Majeure. Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

8. Laws, Ordinance and Regulations. Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.

9. Changes in Design. Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.

10. Off Quality and Goods Made to Buyer's Specifications. Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.

11. Warranty. Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.

12. Returns. Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.

13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.

14. Technical Advice. Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.

15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.

16. Cancellation or Changes of Order. No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.

17. Set-Offs. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.

18. No Protection from Claim of Infringement. Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.

19. APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.

20. Service Delivery. Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.

21. Buyer Declination of Service Contract. If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.

22. Freight. Buyer assumes responsibility for freight charges on orders placed with Seller.

23. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

24. Amendment and Waiver. No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.

25. Parties Bound. All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.

26. Further Assurances. The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.

Customer Initials: _____

STATE OF FLORIDA CONTRACT #600-000-11-1

DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC

SEGMENT 4.2 - COLOR

SPEED: 51 - 60 PAGES PER MINUTE

TOWN OF SOUTHWEST RANCHES

PICK UP F15142 5560CT

PICK UP F15143 5560CT W/ FAX

TOSHIBA e-STUDIO5506ACT



With every new series of MFPs, we look to more than a century of advanced Toshiba technology to continually improve speed, performance and functionality. Now, with the integration of the new generation e-BRIDGE platform, the possibilities are limitless. In addition to speed of 55 brilliant color pages per minute, the new e-STUDIO5506AC platform provides increased security, connectivity, manageability, energy savings and, best of all, solutions readiness.

SPECIFICATIONS

- Copy/Print Resolution - 600 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 55/55 (B&W/Color) PPM (Letter)
- First Copy Out Time - 5.2/6.4 (B&W/Color) Sec (Letter)
- Warm-Up Time - Approx. 20 Seconds
- Maximum Paper Capacity - Up to 4,780 Sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 480,000 Copies

PRICING

\$235.75 PER MONTH / 36 MONTH TERM

\$248.10 PER MO / 36 MO TERM - INCL FAX

Lease (Monthly)

Part Number	Description	Retail	Purchase	24M	36M	48M	Color CPC	B&W CPC
e-STUDIO5506ACT	55PPM Color 65 BK MFP w/ DSDF 3 Drawer	\$29,039	\$6,576	\$291.32	\$197.67	\$150.85	0.04500	0.00528
KA6551	Side Exit Tray	\$58	\$12	\$0.53	\$0.36	\$0.28		
MP2502	2500 Sheet Large Capacity Feeder	\$1,783	\$510	\$22.59	\$15.33	\$11.70		
MJ1111	50 Sheet Stapling Finisher	\$3,201	\$937	\$41.51	\$28.17	\$21.49		
MJ1112	Saddle Stitch Finisher	\$4,897	\$1,434	\$63.53	\$43.11	\$32.90		
MJ6106	Hole Punch Unit for MJ1111 & MJ1112	\$811	\$238	\$10.54	\$7.15	\$5.46		
KN1103	Finisher Rail	\$84	\$24	\$1.06	\$0.72	\$0.55		
PWRFLTR-XGPCS20D	Next Gen PCS Power Filter, 120V-20 AMPS	\$1,173	\$121	\$5.36	\$3.64	\$2.78		
GN4020	Wireless LAN/Bluetooth Module	\$629	\$319	\$14.13	\$9.59	\$7.32		
GR1250	Accessory Tray (Keyboard Shelf)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR1260	Panel 10 Key Option	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR9000	Bluetooth Wireless Keyboard	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR1270	USB Hub	\$109	\$40	\$1.77	\$1.20	\$0.92		
GR1290	Card Reader Holder (Requires GR1270)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$218	\$9.66	\$6.55	\$5.00		
GB1280V8	Re-Rite Software	\$2,999	\$462	\$20.47	\$13.89	\$10.60		
GS1080	Embedded OCR Enabler 1 License	\$775	\$253	\$11.21	\$7.61	\$5.80		
GS1085	Embedded OCR Enabler 5 Licenses	\$2,995	\$1,126	\$49.88	\$33.85	\$25.83		
GS1090	Multi-Station Print Enabler 1 License	\$195	\$57	\$2.53	\$1.71	\$1.31		
GS1095	Multi-Station Print Enabler 5 Licenses	\$695	\$218	\$9.66	\$6.55	\$5.00		
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25		
GP1190A	HARDCOPY SECURITY KIT (COLOR MODELS ONLY)	\$1,899	\$777	\$34.42	\$23.36	\$17.82		
GP1080	IPSEC Enabler	\$799	\$437	\$19.36	\$13.14	\$10.02		
GQ1280	Coin Controller Harness Kit	\$83	\$42	\$1.86	\$1.26	\$0.96		
GD1370	Fax Unit / 2nd Line Fax Unit	\$1,025	\$411	\$18.21	\$12.35	\$9.43		
TFC556UK	Black Toner (Warranty Period Only)	N/A		\$158				
TFC556UC	Cyan Toner (Warranty Period Only)	N/A		\$233				
TFC556UM	Yellow Toner (Warranty Period Only)	N/A		\$233				
TFC556UY	Magenta Toner (Warranty Period Only)	N/A		\$233				
STAPLE2400	Staples = MJ1111/MJ1112 (1 box = 5,000 st x 3)	N/A		\$96				
STAPLE3100	Staples = MJ1112 (1 box = 2,000 st x 4)	N/A		\$79				

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc
Order from: 9740 Irvine Blvd, Irvine, CA 92618
Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067
FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

Contact: Mike McKinley
 9740 Irvine Blvd, Irvine, CA 92618
 Phone: 678-613-2311
 Fax: 949-587-9871
 Email: mike.mckinley@tabs.toshiba.com

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease With Maintenance Agreement No. _____ dated _____, 20____ or the FMV Lease Agreement No. _____ dated _____, 20____ (each, individually, the "Lease"), is by and between **Toshiba Financial Services** (Lessor) and _____ (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the _____ day of _____, 20____.

Toshiba Financial Services

TOWN OF SOUTHWEST RANCHES

(Lessor)

(Lessee)

By _____
(Date)

By _____
(Date)

Name/Title _____

Name/Title _____



FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words **Lessee, you, and your** refer to the customer. The words **Lessor, we, us and our** refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: **TOWN OF SOUTHWEST RANCHES** Fed. Tax ID #:

Contact Person: Bill-To Phone: Bill-To Fax:

Billing Address: **13400 GRIFFIN ROAD** City, State-Zip: **SOUTHWEST RANCHES, FL 33330**Equipment Location:
(if different from above) City, State-Zip:

TBS LOCATION

Contact Name: **PAULINE GREGORY** Subsidiary Location: **TBSFL**

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
(2) ESTUDIO5506ACT	(1) ESTUDIO3508A	
(2) 50-SHEET STAPLE FINISHER	(1) RADF	
(2) HOLE PUNCH UNIT	(1) STAPLE FINISHER	
(2) RAIL FOR FINISHER	(1) STAND	
(1) FAX BOARD	(1) HOLE PUNCH	
(2) WIRELESS KEYBOARD AND ACCESSORY TRAY		

☐ See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **36** of \$ **572.79** (plus applicable taxes)Security Deposit: \$ - ☐ Received

Documentation Fee: \$75.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. **End-of-Lease Options:**

You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value -
2. Renew the Lease per section 16
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature: X

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name: Signature: X

Title:

Date:

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor Signature: X

Date:

Print Name of 2nd Guarantor Signature: X

Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.

2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.

5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508.522) of the Uniform Commercial Code.

6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.

7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.

10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.

13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.

16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.

19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.



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: 3/8/2018
SUBJECT: Professional Surveying for FY 2019 Transportation Surface and Drainage
Ongoing Rehabilitation (TSDOR) Program Construction

Recommendation

Consideration of approval of a Purchase Order for Craven Thompson and Associates, Inc. for the TSDOR Program professional surveying services.

Strategic Priorities

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

Background

The Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the affected roads scheduled for construction in FY 2019. The road segments were reviewed by Town legal staff and determined to have no encumbered right of way issues. Surveying needs to be completed in FY 2018 so design documents can be prepared for the roads to be resurfaced in FY 2019.

The roads scheduled for FY 2019 construction includes SW 188th Avenue, its side-streets, and SW 61st Court, which totals 2.5 miles in length.

Surveying and civil design engineering firms have previously been selected and continuing contracts approved by Council. Staff has coordinated surveying services and negotiated scope and related pricing with one of the surveying firms and desires to issue a Purchase Order to Craven Thompson and Associates, Inc. for professional surveying services. This work is required in order to prepare the engineering design documents and bid specifications for road construction. Town Council approval is required to issue the Purchase Order in the amount of \$68,500 as outlined in Exhibit A.

Staff also received a quote from Erdman Anthony for engineering design services, and is included in a separate Agenda Memo and Resolution for Town Council consideration and approval.

Fiscal Impact/Analysis

Professional surveying services for this TSDOR project has been funded in the FY 2018 Budget (101-5100-541-63280).

Staff Contact:

Rod Ley, P.E.
Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
TSDOR-Surveying-Craven-Resolution TA Approved	3/2/2018	Resolution
Exhibit A	2/12/2018	Exhibit

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$68,500.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR PHASE FOUR OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION FOR THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the first four (4) years of the TSDOR plan subject to annual review and amendment for those roads scheduled for construction for five (5) fiscal years and beyond; and

WHEREAS, the group of roads scheduled for FY 2019 construction includes SW 188th Avenue, its side-streets, and SW 61st Court; and

WHEREAS, the group of roads scheduled for FY 2019 construction have been reviewed by the Town's legal staff and have been determined to have no encumbered right-of-way issues; and

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

WHEREAS, on December 18, 2013, the Town advertised a Request for Letters of Interest (RLI #13-010) for a Continuing Contract for Professional Engineering Services; and

WHEREAS, on September 15, 2014, pursuant to Resolution 2014-056, the Town Council approved three (3) Continuing Contracts for surveying services; and

WHEREAS, the Town has Continuing Contracts for Surveying Services with Craven Thompson and Associates, Inc., Winningham and Fradley, Inc., and Keith and Associates, Inc.; and

WHEREAS, the Town received a proposal from Craven Thompson and Associates, Inc. for Surveying Phase four of the TSDOR Roadway Improvements in the amount of sixty-eight thousand five hundred dollars (\$68,500.00); and

WHEREAS, the Town Council believes the Purchase Order is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: Authorization. The Town Council hereby approves a Purchase Order with Craven Thompson and Associates, Inc. in the amount of sixty-eight thousand five hundred dollars and zero cents (\$68,500.00) to survey Phase Four of the TSDOR Roadway improvements, in substantially the same form as that attached hereto as Exhibit "A."

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, _____ 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 Poliakoff, Town Attorney

February 6, 2018

e-mail: rley@southwestranches.org

cc: eaceti@southwestranches.org

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

**RE: TOPOGRAPHIC SURVEY
SW 188th AVENUE AND A PORTION OF
SW 186th WAY AND SW 61st COURT
CT&A PROPOSAL NO. 2018-T04-019.REV.1**

CRIVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

Dear Rod:

The firm of Craven Thompson & Associates, Inc. is pleased to provide the following proposal for professional surveying services, for the above referenced project. Our scope is as follows:

I. SURVEYING SERVICES

1.1 Topographic Survey (CT&A Task No. 11050)

Prepare a topographic survey of portions of the following multiple roadways within the Town of Southwest Ranches. The survey will include locations within the full right-of-way of the roads listed below. The total project length, including all adjacent side street sections, covers approximately 14,300 lineal feet.

1. SW 188th Avenue, from the north edge of pavement of Griffin Road southerly, to the end of the existing asphalt pavement, which covers the existing public right-of-way section only. This section is to include a portion of the existing Griffin Road, pavement only, lying within one hundred (100) feet east and west of the centerline of SW 188th Avenue.
2. SW 186th Way, from SW 61st Court southerly, to a cul-de-sac at its southerly end.

3. SW 61st Court, lying between SW 185th Way and SW 186th Way. This will include a portion of SW 185th Way, fifty (50) feet north and south of the centerline of SW 61st Court.
4. SW 63rd Street, from SW 185th Way westerly, to the canal west of SW 188th Avenue. This will include a portion of SW 185th Way, fifty (50) feet north and south of the centerline of SW 61st Court.
5. Stirling Road, straddling SW 188th Avenue, end to end.
6. SW 57th Court, straddling SW 188th Avenue, from dead-end, east of SW 188th Avenue, west to the canal.
7. SW 54th Place, straddling SW 188th Avenue, from dead-end, east of SW 188th Avenue, west to the canal.
8. SW 51st Manor, straddling SW 188th Avenue, end to end.

The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code.

The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, in order to tie all improvements to.

The location of all above-ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, as defined above.

Trees are not included within the scope of this project.

Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.

Cross-section elevations will be taken at 50-foot intervals along all roadways, and cover from right-of-way to right-of-way.

All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.

Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey for future construction.

The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2017 or higher, drawing file format, and provided along with a hard copy, signed and sealed.

Lump Sum:.....\$68,500.00

Approximate time of completion: Ten (10) to twelve (12) weeks, after receipt of Notice to Proceed (weather permitting).

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "**Hourly Fee Schedule**" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	\$200/Hour
Senior Supervising Engineer	\$185/Hour
Senior Engineer	\$135/Hour
Project Engineer	\$115/Hour
Engineering Senior CADD Technician	\$95/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$165/Hour
Professional Land Surveyor	\$125/Hour
Project Surveyor	\$115/Hour
Survey CADD / GIS Tech	\$85/Hour
Survey Field Crew (1-Man Crew)	\$92/Hour
Survey Field Crew (2-Man Crew)	\$130/Hour

Survey Field Crew (3-Man Crew)	\$160/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$260/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$165/Hour
Senior Supervising Landscape Architect	\$150/Hour
Senior Landscape Architect.....	\$135/Hour
Landscape Architect.....	\$125/Hour
Project Landscape Designer.....	\$115/Hour
Project Planner	\$115/Hour

Construction Administration Services

Director of Construction Management	\$145/Hour
Senior Field Representative	\$95/Hour
Field Representative	\$85/Hour

Miscellaneous

Clerical	\$75/Hour
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Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Affidavits

When an Affidavit, Surveyor's Report, or separate Surveyor's Certificate is requested, there will be a minimum fee of \$150.00.

In addition, all research and calculation time required in the preparation of this affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish a Legal Description of the property and the appropriate Title Information.

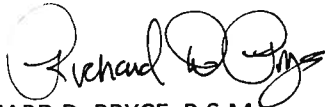
Acceptance

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

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

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



RICHARD D. PRYCE, P.S.M.
Vice President – Surveying/GIS

RDP/wg

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

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

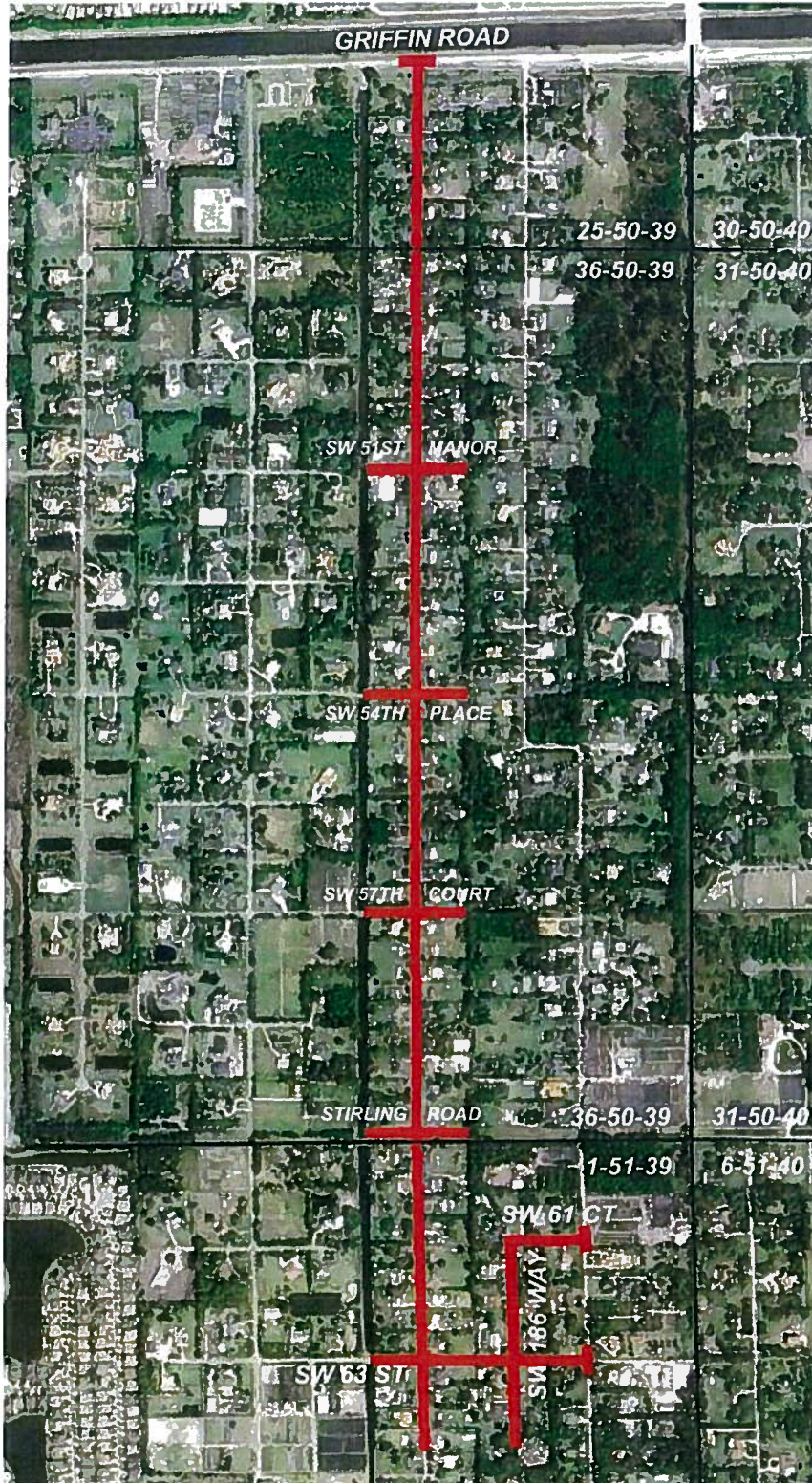
Date

Telephone Number

Facsimile Number

EXHIBIT 'A'

PORTIONS OF SW 188th AVE., GRIFFIN ROAD, SW 186th WAY, SW 51st MANOR,
SW 54th PL, SW 57th COURT, STIRLING ROAD, SW 61st COURT, AND SW 63rd ST.
LYING WITHIN SECTIONS 25-50-39, 36-50-39 & 1-51-39
TOWN OF SOUTHWEST RANCHES



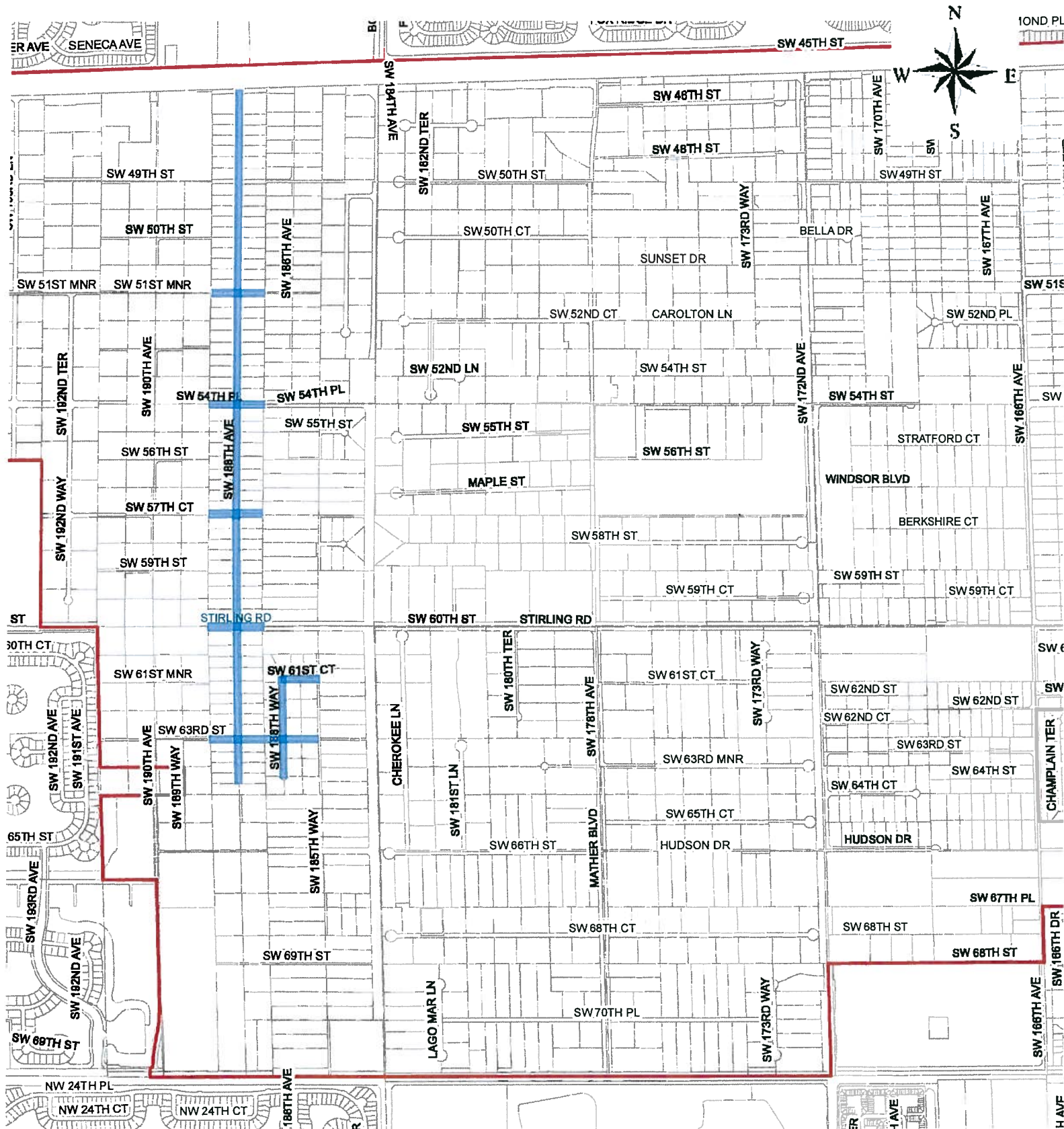
PROJECT LIMITS
14,300 LINEAL FEET

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

East/West of I-75		Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year
		Street Name	Street Name	Street Name							
W		SW 188th Avenue (*2009)	Griffin Road (SR 818)	South dead end.	Y	4	3	5	1.47	\$222,000.00	2018
W		SW 51st Manor	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$16,900.00	2018
W		SW 54th Place	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$17,800.00	2018
W		SW 57th Court	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$18,300.00	2018
W		Stirling Road	SW 188th Avenue	E/W Dead ends	Y	4	3	4	0.11	\$17,800.00	2018
W		SW 63rd Street	SW 185th Way	W. of SW 188th Ave	Y	5	4	6	0.25	\$37,700.00	2018
W		SW 186th Way	SW 61st Court	South Cul-de-sac end	Y	4	3	5	0.23	\$29,600.00	2018
W		SW 61st Court	SW 185th Way	SW 186th Way	Y	4	4	4	0.08	\$13,200.00	2018
						TOTALS		2.50		\$373,300.00	2018
						INFLATION & CONTINGENCY				\$74,700.00	2018
						TOTAL FISCAL YEAR PROJECTS				\$448,000.00	2018

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

2018



LIMITS OF ROAD CONSTRUCTION:



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: 3/8/2018
SUBJECT: Engineering Design for FY 2019 Transportation Surface and Drain-age Ongoing Rehabilitation (TSDOR) Program Construction

Recommendation

Consideration of approval of a Resolution approving a purchase order for Erdman Anthony of Florida, Inc. for the FY 2019 TSDOR Program engineering design.

Strategic Priorities

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

Background

The Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the affected roads scheduled for construction in FY 2019. The road segments were reviewed by Town legal staff and determined to have no encumbered right of way issues. Engineering design needs to be completed in FY 2018 so plans can be prepared for construction in FY 2019.

The roads scheduled for FY 2019 construction includes SW 188th Avenue, its side-streets, and SW 61st Court, which totals 2.5 miles in length.

Surveying and civil design engineering firms have previously been selected and continuing contracts approved by Council. Staff has coordinated design and bid document preparation and negotiated scope and related pricing with one of the civil firms and desires to issue a Purchase Order to Erdmann Anthony for engineering and design. The fiscal impact and analysis is detailed below.

Staff also received a quote from Craven Thompson & Associates for surveying, and is included in a separate Agenda Memo and Resolution for Town Council consideration and approval.

Fiscal Impact/Analysis

Engineering design for this TSDOR project has been funded in the FY 2018 Budget (101-5100-541-63280).

Item	Amount
Total Amount Budgeted for FY 2018 TSDOR Program	\$990,000
2017-2018 Construction Project	(\$669,420)
CTA Surveying for FY 2019 Construction	(\$71,500)
Proposed Engineering for FY 2019 Construction	(\$64,065)
Net Total Revenue / Expense	\$185,015

Staff Contact:

Rod Ley, P.E.
Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
TSDOR-Erdman-Resolution TA Approved	3/2/2018	Resolution
Exhibit A	2/12/2018	Exhibit

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-FOUR THOUSAND SIXTY-FIVE DOLLARS AND ZERO CENTS (\$64,065.00) WITH ERDMAN ANTHONY OF FLORIDA, INC. FOR ENGINEERING SERVICES FOR PHASE FOUR OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the first four (4) years of the TSDOR plan subject to annual review and amendment for those roads scheduled for construction for five (5) fiscal years and beyond; and

WHEREAS, the group of roads scheduled for FY 2019 construction includes SW 188th Avenue, its side-streets, and SW 61st Court; and

WHEREAS, the group of roads scheduled for FY 2019 construction have been reviewed by the Town's legal staff and have been determined to have no encumbered right-of-way issues; and

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

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

WHEREAS, on November 13, 2014, pursuant to Resolution 2015-005, the Town Council approved three (3) Continuing Contracts for Engineering Services; and

WHEREAS, the Town has Continuing Contracts for Engineering Services with Erdman Anthony of Florida, Inc., Craig A. Smith and Associates, Inc., and Keith and Associates, Inc.; and

WHEREAS, the Town received a proposal from Erdman Anthony of Florida, Inc., for surveying Phase Two of the TSDOR Roadway Improvements in the amount of sixty-four thousand sixty-five dollars (\$64,065); and

WHEREAS, the Town Council believes that the Purchase Order is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2: Authorization. The Town Council hereby approves a Purchase Order with Erdman Anthony of Florida, Inc. in the amount of \$64,065.00 for engineering service relating to the FY 2019 TSDOR roadway improvements, in substantially the same form as that attached hereto as Exhibit "A".

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

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

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

Ranches, Florida, this ____ day of _____, _____ 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 Poliakoff, Town Attorney

114750060.1

January 23, 2018

Rod Ley, PE, LEED AP, CPESC.
Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Town of Southwest Ranches, FL 33330
Via email to: rley@southwestranches.org

SUBJECT: Work Order Proposal SW 188th Ave TSDOR Roadway Improvements

Dear Mr. Ley:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to the Town of Southwest Ranches (Client), in connection with the subject project.

Project Understanding

Erdman Anthony will prepare roadway plans for SW 188th Ave (and associated side streets) from south of SW 63rd Street to Griffin Road in support of the TSDOR Program. (see attached exhibits).

Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration.

Scope of Work and Deliverables

Existing Conditions – These roadway segments are located in a residential section of Southwest Ranches. The existing streets are generally crowned, draining to swales along the roadsides. Most of the swales have filled in are flush with the roadway. The swales drain to intermittent canals/ditches that connect to the drainage system in the area. The pavement condition has an average rating of “4” as established in the “Streets Condition Assessment Pavement Management Plan” Technical Memorandum dated November 5, 2013 prepared for the Town by King Engineering Associates, Inc.

Design Concept – Based on our meeting and a subsequent field review we propose to prepare roadway construction plans and project specifications to:

- *Clean, patch and resurface existing pavement*
- *Re-grade roadside swales to establish wide, shallow swales with a flat grade.*
- *Retain existing driveways*
- *Re-stripe intersections to match current markings*

The depth of pavement resurfacing is anticipated to be 1” and will be established during design. Due to the low traffic volumes in this neighborhood we believe resurfacing the existing roadway will provide adequate pavement service life. For purposes of establishing the pavement structural value, an existing pavement section consisting of 1” asphaltic concrete over 8” base course with the equivalent subgrade of 12” stabilization will be used in lieu of coring the existing pavement.

Plans Package – We propose to develop a limited set of plans consisting of:

- *Key sheet*
- *Summary of Pay Items*
- *Typical Sections for each roadway*
- *General Notes*
- *Roadway Plan Sheets @ 1"=40' Horizontal (NO profiles)*
- *Cross Sections @ 200' intervals*
- *Stormwater Pollution Prevention Plan*
- *Signing & Pavement Marking Plan (detail sheet for Griffin Road intersection)*

Specifications and Bid Documents – Erdman Anthony will reference FDOT specifications so they can be appended to the standard specifications prepared by the Town. We will also provide a bid tabulation form listing the anticipated quantities for each pay item.

Permitting – Erdman Anthony will coordinate with Broward County and prepare any necessary County permit applications. No other permits are anticipated.

Opinions of Probable Cost – Erdman Anthony will provide an opinion of probable cost. Any opinions of cost will be based on standard engineering practice. Erdman Anthony has no control over the pricing in the marketplace and cannot guarantee that Client will obtain those costs at the time of bidding.

Review of Subconsultant Submissions – Erdman Anthony will review subconsultant submissions for completeness with respect to the scope of work, and will complete a cross-check to confirm that there are no inconsistencies in design work completed by different consultants.

Erdman Anthony will also review subconsultant submissions for conformance with their project-specific Quality Work Plan and will randomly spot check subconsultant plans and calculations to endeavor to verify that subconsultant's own Quality Control process is delivering an acceptable quality level.

Deliverables

Deliverables for the project will include:

- *Roadway and Pavement Marking Plans Package*
- *Specification Section*
- *Bid tabulation form*
- *Engineer's estimate of probable construction cost*
- *Broward County Plan Review application (if required by the County)*

Assumptions/Clarifications

- Ø Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Ø Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.

Ø Erdman Anthony will be promptly paid for services performed.

Items to be provided by the Town of Southwest Ranches

The following items are anticipated to be provided by the Town:

- Field survey and Existing right of way
- Standard and general specification sections
- Bid documents
- Underground utility and drainage data (as available)

Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. Subject to your review and concurrence, we offer the attached schedule for the completion of the project for your consideration.

Compensation

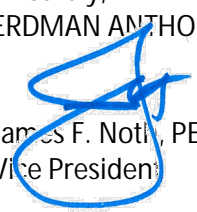
Erdman Anthony proposes to complete the above described scope of services in a combination of fixed fee (lump sum) and hourly tasks per the attached "Estimate of Work Effort and Cost". Hourly rates will be charged in accordance to the rate schedule of our executed agreement for TSDOR design services.

Proposal Acceptance

Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal.

If you have any questions or require additional information, please contact me at 561.753.9723. We look forward to working with you and continuing our successful relationship.

Sincerely,
ERDMAN ANTHONY


James F. Noti, PE, PSM
Vice President

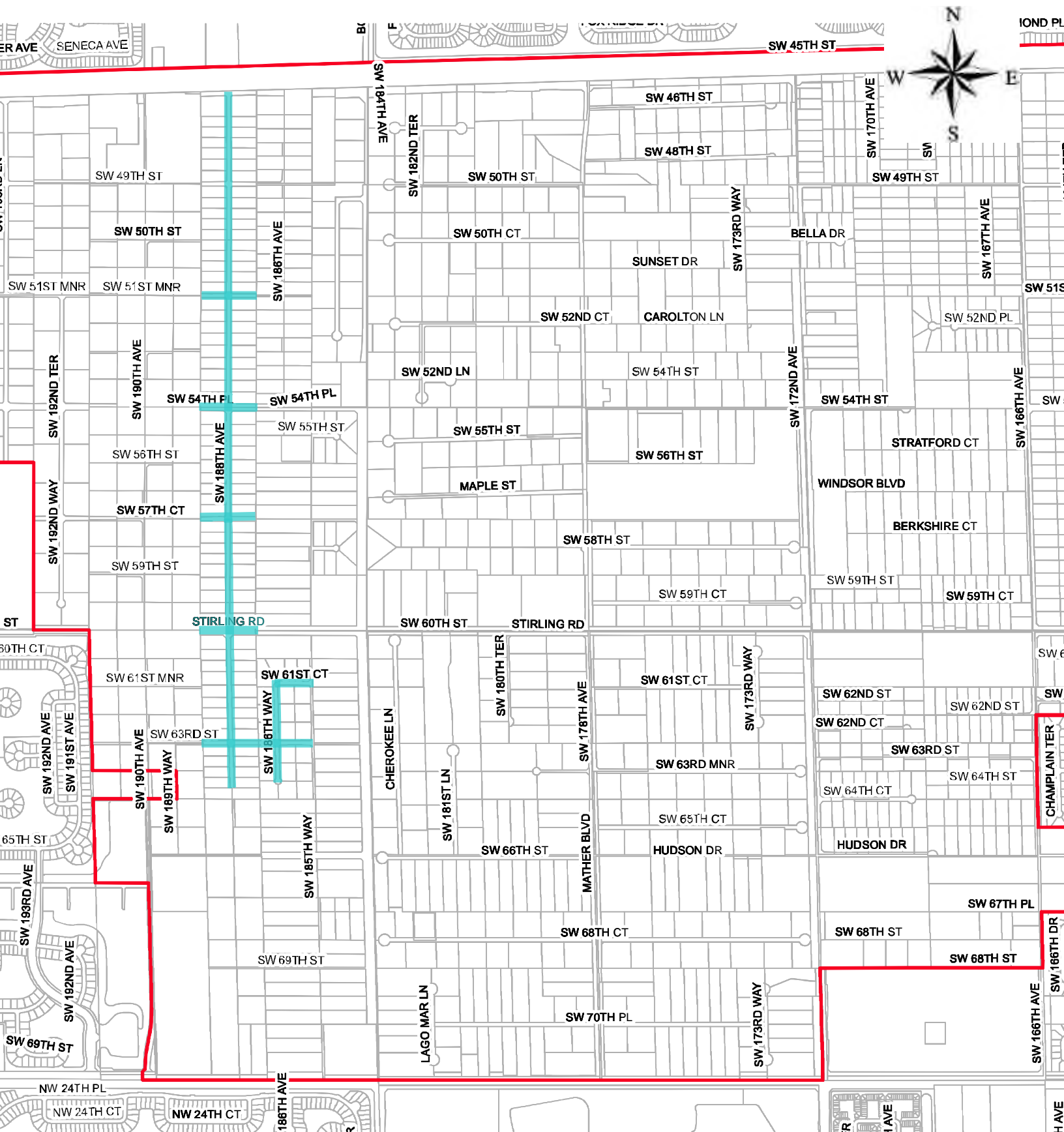
Attachments: exhibits and fee estimate

K:\Marketing\Wpb\Proposals\SW Ranches\Engineering Svcs Aug 2014\TASK WORK ORDERS\SW188thAVE\scope_SW188thAVE_20180117.docx

© 2018, Erdman Anthony

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

East/West of I-75	Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year
	Street Name	Street Name	Street Name							
W	SW 188th Avenue (*2009)	Griffin Road (SR 818)	South dead end.	Y	4	3	5	1.47	\$222,000.00	2018
W	SW 51st Manor	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$16,900.00	2018
W	SW 54th Place	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$17,800.00	2018
W	SW 57th Court	SW 188th Avenue	E/W Dead ends	Y	4	4	4	0.12	\$18,300.00	2018
W	Stirling Road	SW 188th Avenue	E/W Dead ends	Y	4	3	4	0.11	\$17,800.00	2018
W	SW 63rd Street	SW 185th Way	W. of SW 188th Ave	Y	5	4	6	0.25	\$37,700.00	2018
W	SW 186th Way	SW 61st Court	South Cul-de-sac end	Y	4	3	5	0.23	\$29,600.00	2018
W	SW 61st Court	SW 185th Way	SW 186th Way	Y	4	4	4	0.08	\$13,200.00	2018
						TOTALS		2.50	\$373,300.00	2018
						INFLATION & CONTINGENCY		\$74,700.00	2018	
						TOTAL FISCAL YEAR PROJECTS		\$448,000.00	2018	



LIMITS OF ROAD CONSTRUCTION: —————

ESTIMATE OF WORK EFFORT AND COST

Name of Project: TSDOR-SW 188th Ave from south of SW 63rd Street to Griffin Road

Date: 01/23/2018
James F. Noth, PE, PSM

Project Length = 2.5 miles

Staff Classification	Hours From "SH Summary - Firm"	Principal	Expert Witness Testimony	VP/Corp Manager	Senior Project Manager	Project Manager	PE	Senior Project Engineer	Project Engineer	Tech CADD	Admin Assistant		SH By Activity	Salary Cost By Activity	Deliverables	
		\$200.00	\$200.00	\$175.00	\$150.00	\$125.00	\$120.00	\$115.00	\$85.00	\$75.00	\$55.00				Scale	No. of Sheets
Project Meetings	16	8			8								16	\$2,800	n/a	
Roadway Plans	312															
Key Sheet					1					3			4	\$375	n/a	1
Summary of Pay Items					2		4		4	8			18	\$1,720	n/a	1
Typical Section					4					8			12	\$1,200	n/a	1
General Notes							2		2	8			12	\$1,010	n/a	1
Plan Sheets		12			24		36		48	96			216	\$21,600	1"= 40' H	24
Cross Sections @ 200' intervals							4		4	17			25	\$2,095	n/a	23
Stormwater Pollution Prevention Plan					2		3		3	8			16	\$1,515	n/a	2
Signing & Pavement Marking Plans	16															
Tabulation of Quantities (included in Roadway)													0	\$0	n/a	
General Notes & Speed Hump Details							2			2			4	\$390	n/a	1
Plan Sheets (Griffin Road intersection)					2		2			8			12	\$1,140	1" = 40'	1
Supervision & QC Review	33	33											33	\$6,600		
TOTAL LUMP SUM FEE DESIGN TASKS													377	\$41,305		
Hourly Based Tasks	160															
Permit Submittals		4			12		16			12			44	\$5,420	n/a	
Utility Coordination		4			12		12						28	\$4,040	n/a	
Cost Estimates		2			8								10	\$1,600	n/a	
Specifications Package		2			4		12				8		26	2,880	n/a	
Construction Observation		12			40								52	\$8,400	n/a	
TOTAL HOURLY TASKS													160	\$22,340		
Total Staff Hours	537	77	0	0	120	0	95	0	63	174	8	0	537			
Total Staff Cost		\$15,400.00	\$0.00	\$0.00	\$18,000.00	\$0.00	\$11,400.00	\$0.00	\$5,355.00	\$13,050.00	\$440.00	\$0.00		\$63,645.00		56

EXPENSES:

Printing	\$200
Permit Fees	TBD
Travel	\$220
Equipment/Supplies	\$0
TOTAL EXPENSES	\$420

SALARY RELATED COSTS: (LUMP SUM FEE)	\$41,305.00
SALARY RELATED COSTS: (BUDGETED AMOUNT FOR HOURLY TASKS)	\$22,340.00
EXPENSES:	\$420.00
SUBTOTAL DESIGN FEE:	\$64,065.00
Subconsultant:	\$0.00
Subconsultant:	\$0.00
Subconsultant:	\$0.00
GRAND TOTAL FEE:	\$64,065.00

Town of Southwest Ranches
TSDOR Roadway Improvements
Project Schedule - SW 188th Ave

Key Milestones	Start Date	Duration (Calendar	End Date
Kick-off Meeting/NTP	2/12/2018	0	2/12/2018
Prepare Concept Report	2/12/2018	60	4/13/2018
Town Review	4/13/2018	43	5/26/2018
60% Plan & Permit Applications	5/26/2018	45	7/10/2018
Public Outreach & Town Review	7/10/2018	45	8/24/2018
100% Plans and Bid Documents	8/24/2018	21	9/14/2018
Town Review	9/14/2018	14	9/28/2018
Final Plans - Bid Preparation	9/28/2018	7	10/5/2018
Bid Phase	10/5/2018	45	11/19/2018
Bid Evaluation and Award	11/19/2018	60	1/18/2019
Notice to Proceed & Procurement	1/18/2019	30	2/17/2019
Construction Phase	2/17/2019	90	5/18/2019



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: 3/8/2018
SUBJECT: Resolution Approving and Accepting a Public Right-of-Way (ROW) Dedication
Along SW 130th Avenue

Recommendation

Consideration of approval of a Resolution approving and accepting a public Right-of-Way (ROW) dedication along SW 130th Avenue, accepting the perpetual maintenance obligation of said ROW, and incorporating said ROW into the Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) Program.

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the affected roads scheduled for construction in FY 2017 and 2018.

One of the roadway sections scheduled for FY 2018 construction is SW 130th Avenue (east of the Central Broward Water Control District Canal No. S31). This section of SW 130th Avenue is mostly private and consists of ten (10) lots. The four (4) southernmost lots have previously dedicated ROW via separate instrument, two (2) of which were recently determined

through a title search after the TSDOR project was bid. The subsequent two (2) landowners directly north of the existing public ROW limits now desire to dedicate the necessary forty feet of ROW to be included in the FY 2018 TSDOR construction project. The four (4) northernmost lots desire to maintain their private road status.

The Town has received Quit Claim Deeds and Mortgage Releases from the two (2) property owners dedicating the required ROW.

Fiscal Impact/Analysis

This TSDOR project has been funded in the FY 2018 Budget (101-5100-541-63280).

The Town Council approved a contract with Florida Construction and Engineering via Resolution 2017-041 to construct the FY 2017 and FY 2018 TSDOR improvements in the amount of \$669,420.13. The original bid included milling and resurfacing Appaloosa Trail and Melaleuca Road south of SW 56th Street. After further review with the engineer of record (EOR) and the contractor, it was determined that simply resurfacing the roads would provide the same level of service and a cost savings of \$115,964.40.

At the Town's request, the contractor submitted a Change Order (CO) to account for the additional four (4) lots which totaled \$63,548.32.

Original Contract Price	CO Deduct for Not Milling	CO Increase for Two Previously Dedicated ROW Lots	CO Increase for Two New Additional ROW Lots	TOTAL Contract Price
\$669,420.13	(\$115,964.40)	\$31,774.16	\$31,774.16	\$617,004.05

These change orders result in a net savings to the Town of \$52,416.

Staff Contact:

Rod Ley, P.E.
Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
ROW Acquisition Reso-SW 130th Avenue TA Approved	3/2/2018	Resolution
Exhibit A	2/12/2018	Exhibit

RESOLUTION NO. 2018 - _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ACCEPTING A PUBLIC RIGHT OF WAY DEDICATION ALONG S.W. 130TH AVENUE; ACCEPTING THE PERPETUAL MAINTAINENANCE OBLIGATION OF SAID PUBLIC RIGHT-OF-WAY; INCORPORATING SAID RIGHT-OF-WAY INTO THE TRANSPORTATION AND DRAINAGE ONGOING REHABILITATION (TSDOR) CONSTRUCTION PROGRAM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PUBLIC RIGHT OF WAY DEDICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the road located along S.W. 130th Avenue in the Town of Southwest Ranches is in need of repair and the residents along S.W. 130th Avenue own to the center line of the existing roadway; and

WHEREAS, certain residents along S.W. 130th Avenue have agreed to convey the land depicted and legally described in Exhibit "A", attached hereto and made a part hereof, for purposes of use as a public road right-of-way (hereinafter referred to as the "Land"); and

WHEREAS, Town Staff has determined that it is in the best interest of the Town to (i) accept title to the Land for the purpose of a public road right-of way (ROW) and for drainage; (ii) accept the perpetual maintenance obligation of the ROW; and (iii) incorporate the Land into the Town's Transportation Surface and Drainage Ongoing Rehabilitation Construction Program (TSDOR).

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

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

SECTION 2. The Town Council hereby approves the conveyance of title for the Land along SW 130th Avenue to the Town, by the execution and delivery of a Quit Claim Deed(s) from the residents who currently own the Land, or portions thereof.

SECTION 3. The Town Council hereby accepts the perpetual maintenance obligation of said Right-of-Way along SW 130th Avenue.

SECTION 4. The Town Council hereby approves the incorporation of said Right-of-Way along SW 130th Avenue into the TSDOR construction program.

SECTION 5. The Town Council hereby approves the dedication of the Land as a public right-of-way to be used for ingress/egress, trails, drainage and utilities.

SECTION 6. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to accept and record any and all documents as may be required in connection with effecting the foregoing resolutions, including but not limited to the Quit Claim Deeds; affidavits; Partial Releases of Mortgages and any other documents required to further effectuate the intent of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2018, on a motion by _____, seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

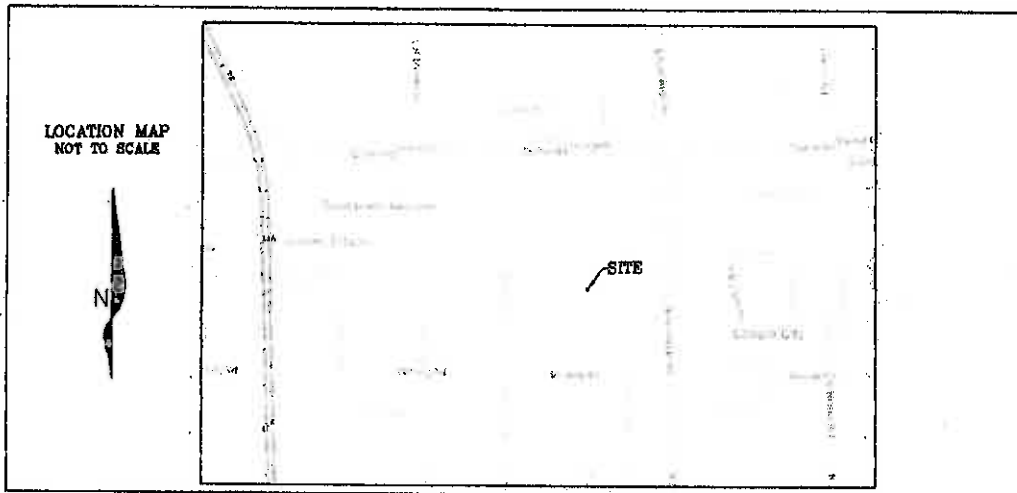
**DESCRIPTION FOR A PROPOSED
NEW LEGAL DESCRIPTION**

THIS IS NOT A FIELD SURVEY
BROWARD COUNTY, FLORIDA
SEC. 35, TWP. 50S, RNG. 40E

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE WEST 40 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE WEST ONE-HALF (W 1/2) OF TRACT TEN (10), IN SECTION 15, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.



SURVEYOR'S NOTES:

1. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS, IF ANY SHOWN HEREON, ARE BASED ON AN ASSUMED NORTH
3. THIS DOES NOT AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY PREPARED UNDER THE DIRECTION OF THE UNDERSIGNED.
4. THE PURPOSE OF THESE DOCUMENTS IS TO PROVIDE A LEGAL DESCRIPTION AND GRAPHICAL DEPICTION THEREOF FOR A PROPOSED NEW RIGHT-OF-WAY DEDICATION
5. THE TEXT EXHIBITS AND THE GRAPHIC EXHIBITS INCLUDED HEREIN TOGETHER FORM THE CONTENTS OF THIS DOCUMENT, NEITHER EXHIBIT IS COMPLETE WITHOUT THE OTHER.
- 6.) ADDITIONS, OR DELETIONS TO THIS DOCUMENT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- 7.) THIS SKETCH OF DESCRIPTION IS COMPLIANT TO MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE.

LEGEND AND ABBREVIATIONS

B.C.R. = BROWARD COUNTY RECORDS
C/L = CENTERLINE
M.D.C. = MIAMI-DADE COUNTY
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
RNG. = RANGE
R/W = RIGHT-OF-WAY
SEC. = SECTION
SQ.FT. = SQUARE FEET
TWP. = TOWNSHIP
U.E. = UTILITY EASEMENT

PREPARED FOR: PANAGIOTIS TSOUKALAS & CHRISTINE NANFELDT

SITE ADDRESS: 5340 SW 130 AVENUE, SOUTHWEST RANCES, FL 33330


HENRY A. JOHNSTON P.L.S.#6843
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7889
7081 TAFT ST. #160
PEMBROKE PINES, FL 33024
PHONE-954-296-9516

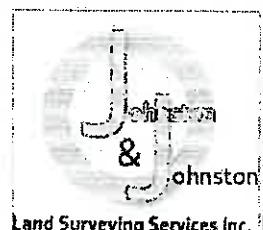


Exhibit "A" (page 1 of 4)

SKETCH FOR A PROPOSED NEW LEGAL DESCRIPTION

THIS IS NOT A FIELD SURVEY
BROWARD COUNTY, FLORIDA
SEC. 35, TWP. 50S, RNG. 40E

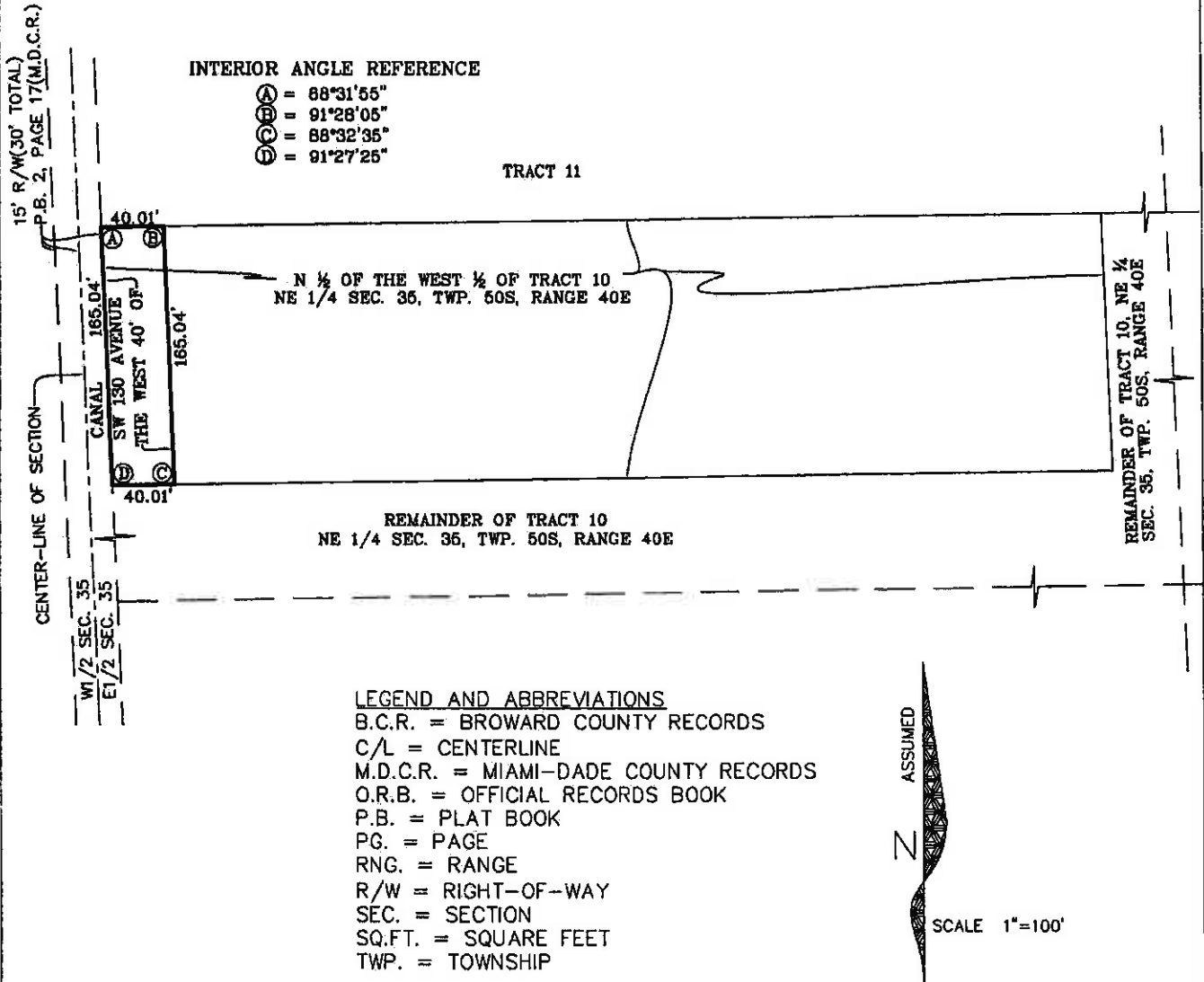


Exhibit "A" (page 2 of 4)

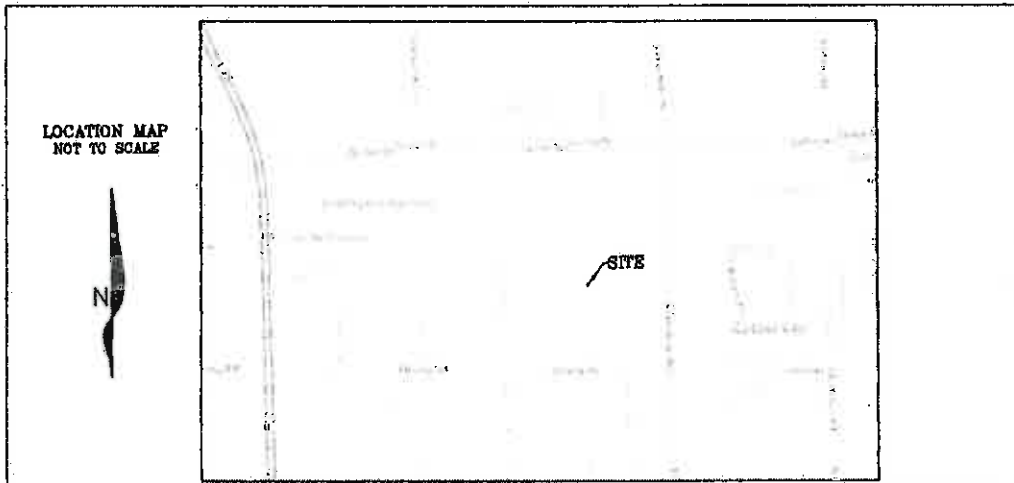
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BROWARD COUNTY, FLORIDA
SEC. 35, TWP. 50S, RNG. 40E**

LEGAL DESCRIPTION:

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SURVEYOR'S NOTES:

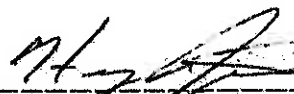
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P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
RNG. = RANGE
R/W = RIGHT-OF-WAY
SEC. = SECTION
SQ.FT. = SQUARE FEET
TWP. = TOWNSHIP
U.E. = UTILITY EASEMENT

PREPARED FOR: BUZZSAW, LLC

SITE ADDRESS: 5400 SW 130 AVENUE, SOUTHWEST RANCES, FL 33330


1/2/18
HENRY A. JOHNSTON P.L.S. #6843
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689
7021 TAFT ST. #160
PENSACOLA PINES, FL 33024
PHONE: 954-298-9516

Land Surveying Services Inc.

SHEET 1 OF 2 AND NOT VALID WITHOUT ALL SHEETS JOB#17-12-016

Exhibit "A" (page 3 of 4)

SKETCH FOR A PROPOSED
NEW LEGAL DESCRIPTION

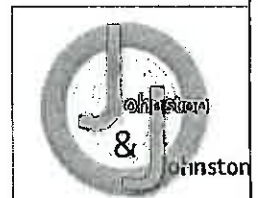
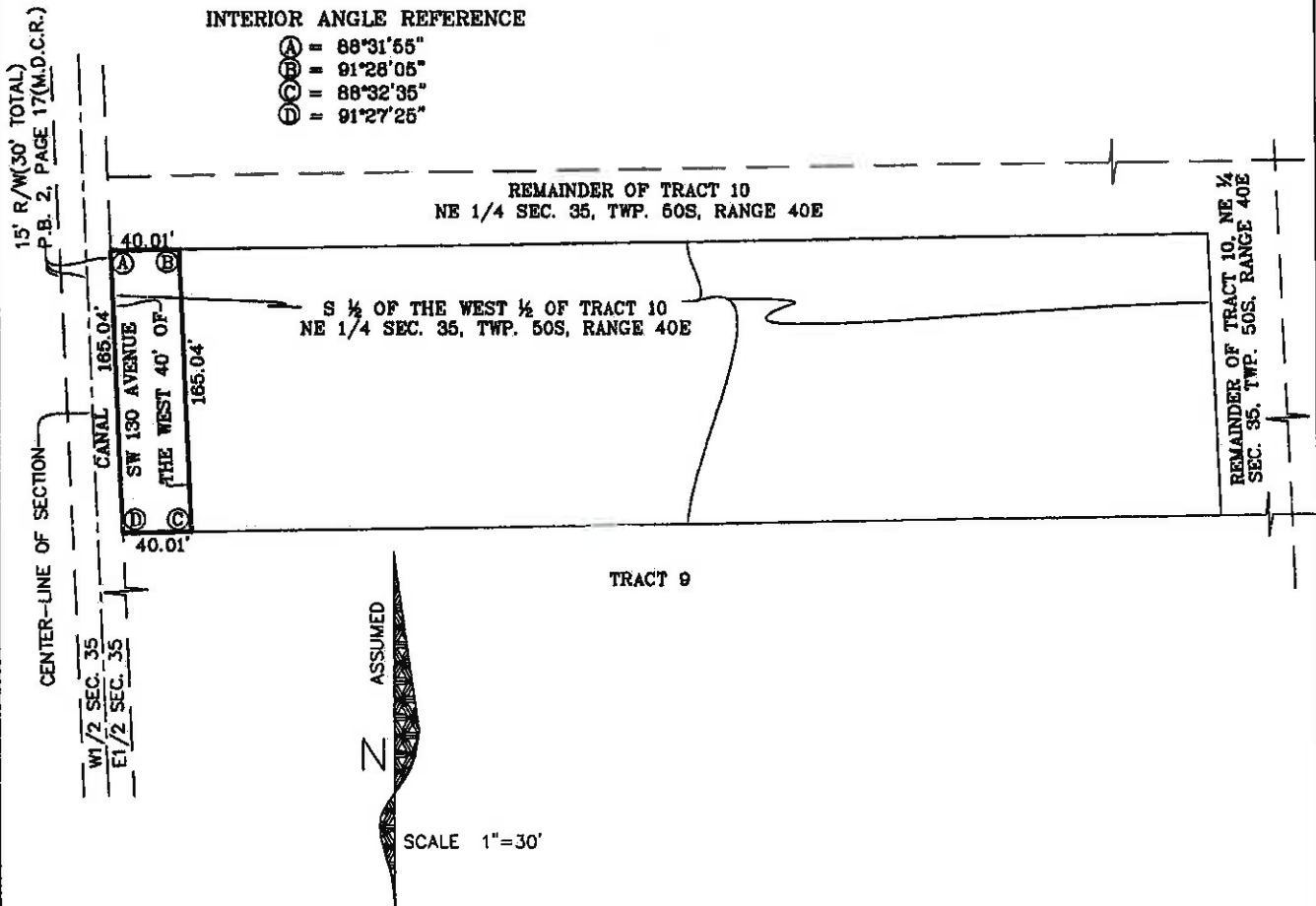
THIS IS NOT A FIELD SURVEY

BROWARD COUNTY, FLORIDA

SEC. 9, TWP. 50S, RNG. 42E

INTERIOR ANGLE REFERENCE

- Ⓐ = 88°31'55"
- Ⓑ = 91°28'05"
- Ⓒ = 88°32'35"
- Ⓓ = 91°27'25"



Land Surveying Services Inc.

SHEET 2 OF 2 AND NOT VALID WITHOUT ALL SHEETS

JOB#17-12-016

Exhibit "A" (page 4 of 4)



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: 3/8/2018
SUBJECT: Resolutions Requesting Improvements Along Griffin Road be Added to the Metropolitan Planning Organization's Long Range Transportation Plan

Recommendation

To place this Resolution on the agenda for consideration to amend the Metropolitan Planning Organization's Long Range Transportation Plan to include widening Griffin Road from SW 184th Avenue to US 27.

Strategic Priorities

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

Background

The Broward Metropolitan Planning Organization is a government agency responsible for transportation planning and funding allocation in Broward County. The MPO works with the public, other government agencies, elected officials, and community groups to address transportation needs and develop transportation plans, such as the Long Range Transportation Plan (LRTP).

A Resolution of the Town Council is needed to amend / remove items from the LRTP. With

direction from the Town Council, staff will take the necessary steps to add the widening Griffin Road from SW 184th Avenue to US 27 from two lanes to four lanes to the plan.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E.
Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
GriffinRoad Widening LRTP-TA Approved	3/2/2018	Resolution

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) TO AMEND THE LONG-RANGE TRANSPORTATION PLAN, TO WIDEN GRIFFIN ROAD FROM SW 184TH AVENUE TO US 27 TO A FOUR-LANE ROADWAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the Town to create a roadway system in the Town that is safe and ensures the health, safety, and welfare of the community; and

WHEREAS, Griffin Road is a two-lane road from SW 184th Avenue to US 27; and

WHEREAS, amendments to the Long-Range Transportation Plan may be initiated by a unit of local government; and

WHEREAS, due to the tremendous traffic demand along Griffin Road, the Town Council desires Griffin Road to be widened from a two-lane roadway to a four-lane roadway from 184th Avenue to US 27; and

WHEREAS, the Town Council of the Town of Southwest Ranches respectfully requests the MPO to amend its Trafficways Plan to reflect this change; and

WHEREAS, this modification has been determined to be in the public's best interest.

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 respectfully requests the Broward County MPO to amend its Long-Range Transportation Plan to widen Griffin Road from SW 184th Avenue to US 27 to a four-lane roadway.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, _____ 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 Poliakoff, Town Attorney



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

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Town Council
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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: 3/8/2018
SUBJECT: Resolution Requesting Improvements Along Griffin Road be Added to the Metropolitan Planning Organization's Long Range Transportation Plan

Recommendation

To place this Resolution on the agenda for consideration to amend the Metropolitan Planning Organization's Long Range Transportation Plan to include bicycle lanes on Griffin Road from SW 184th Avenue to US 27.

Strategic Priorities

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

Background

The Broward Metropolitan Planning Organization is a government agency responsible for transportation planning and funding allocation in Broward County. The MPO works with the public, other government agencies, elected officials, and community groups to address transportation needs and develop transportation plans, such as the Long Range Transportation Plan (LRTP).

A Resolution of the Town Council is needed to amend / remove items from the LRTP. With

direction from the Town Council, staff will take the necessary steps to add bicycle lanes along Griffin Road from SW 184th Avenue to US 27 to the plan.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E.
Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
BikeLanes-GriffinRoad-LRTP-TA Approved	3/2/2018	Resolution

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) TO AMEND ITS LONG-RANGE TRANSPORTATION PLAN TO INCLUDE BICYCLE LANES ON GRIFFIN ROAD FROM SW 184TH AVENUE TO US 27; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the Town to create a roadway system in the Town that is safe and ensures the health, safety, and welfare of the community; and

WHEREAS, Griffin Road is a two-lane road from SW 184th Avenue to US 27; and

WHEREAS, amendments to the Long-Range Transportation Plan may be initiated by a unit of local government; and

WHEREAS, due to the tremendous traffic demand along Griffin Road, the Town Council requests the construction of bicycle lanes on Griffin Road from SW 184th Avenue to US 27; and

WHEREAS, the Town Council of the Town of Southwest Ranches respectfully requests the MPO to amend its Trafficways Plan to reflect this change; and

WHEREAS, this modification has been determined to be in the public's best interest.

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 respectfully requests the Broward County MPO to amend its Long-Range Transportation Plan to add bicycle lanes on Griffin Road from SW 184th Avenue to US 27.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest
Ranches, Florida, this ____ day of _____, _____ 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 Poliakoff, Town Attorney



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: 3/8/2018
SUBJECT: Resolution Requesting Improvements Along Griffin Road amending the Metropolitan Planning Organization's Long Range Transportation Plan

Recommendation

To place this Resolution on the agenda for consideration to amend the Metropolitan Planning Organization's Long Range Transportation Plan to include widening the Weston Road Bridge.

Strategic Priorities

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

Background

The Broward Metropolitan Planning Organization is a government agency responsible for transportation planning and funding allocation in Broward County. The MPO works with the public, other government agencies, elected officials, and community groups to address transportation needs and develop transportation plans, such as the Long Range Transportation Plan (LRTP).

A Resolution of the Town Council is needed to amend / remove items from the LRTP. With direction from the Town Council, staff will take the necessary steps to add widening the Weston Road bridge near Griffin Road to the plan.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E.

Town Engineer

ATTACHMENTS:

Description

Griffin Road Bridge Widening - TA Approved

Upload Date

3/2/2018

Type

Resolution

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESPECTFULLY REQUESTING THAT THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) AMEND ITS LONG-RANGE TRANSPORTATION PLAN TO INCLUDE INCREASING THE CAPACITY AND WIDENING THE WESTON ROAD BRIDGE AT GRIFFIN ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO EFFECTUATE THE AMENDMENT OF THE TRAFFICWAYS MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the Town to create a roadway system in the Town that is safe and ensures the health, safety, and welfare of the community; and

WHEREAS, amendments to the Long-Range Transportation Plan may be initiated by a unit of local government; and

WHEREAS, westbound Griffin Road is continually congested with motorists attempting to turn north onto Weston Road; and

WHEREAS, due to the substantial increase in traffic generated in the City of Weston, the Town Council desires the Weston Road bridge at Griffin Road to be widened to accommodate the additional traffic; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida, respectfully requests the MPO amend its Trafficways Plan to reflect this change; and

WHEREAS, this modification has been determined to be in the public's best interest.

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 respectfully requests the Broward County MPO to amend its Long-Range Transportation Plan to increase the capacity and to widen the Weston Road bridge at Griffin Road.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, _____ 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 Poliakoff, Town Attorney



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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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: 3/8/2018
SUBJECT: Temporary Housing for Fire Departments

Recommendation

To place this item on the agenda for Council consideration and approval of a Purchase Order for the rental of Recreational Vehicles (RV's) to be used as temporary housing and other miscellaneous costs associated with the relocation of the Town of Davie and Town of Southwest Ranches Volunteer Fire Departments.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

The existing fire modular buildings located at 17220 Griffin Road have exceeded their life expectancy. As per Section 14.4 of the Public Safety Agreement with the Town of Davie, the Town is replacing both fire station modular buildings with a single structure for use by the Town of Davie and the Town of Southwest Ranches Volunteer Fire Department (VFD). The Town entered into an agreement with Advanced Modular Inc. for the purchase and installation of the new structure (Resolution 2018-022), and permitting is underway. Construction is estimated to be forty-five (45) days.

During construction, both departments will have to be temporarily relocated. After an internal review and vetting process, it was determined that Country Estates Park (18900 Griffin Road) is the best location. Two (2) travel trailers that will remain stationary upon delivery are needed to accommodate both departments to serve as temporary housing rental.

Staff received three (3) quotes and it was determined that Planet RV provided the best option for the Town. Planet RV will deliver / pick up the travel trailers. Each travel trailer is equipped with two (2) bedrooms, one (1) bathroom, kitchen, dining area, living area, and awning.

Additionally, there will be other miscellaneous costs associated with the temporary re-location. Below is a detailed *estimate* of the costs:

Travel Trailers (2) - (\$7,000 each plus \$2,400 refundable security deposit)	\$ 16,400.00
Insurance for Travel Trailer	\$ 3,780.00
Sewage removal service - Needed to empty the black water tanks approximately every ten (10) days for two trailers	\$ 1,800.00
Temporary electrical outlets to accommodate the travel trailers and fire trucks	\$ 1,100.00
Increase in total electric bill	\$ 2,100.00
Full Service Movers (take down and re-assemble) - for contents inside the current modular during construction of the new modular	\$ 4,986.00
Relocation of Bunker Gear Connex Box to temporary site	\$ 200.00
Rental of temporary storage container - Storage for contents inside the current modular during construction of the new modular	\$ 400.00
Sub Total	\$ 30,766.00
Contingency (10%)	\$ 3,077.00
<i>Estimated Total</i> (including refundable deposit of \$2,400)	\$ 33,843.00

It is important to note, the estimates above are for a three-month period. Construction is estimated to only be forty-five (45) days.

Fiscal Impact/Analysis

A FY 2018 budget adjustment is needed, from restricted Fire Control Fund Balance (presently \$439,934 (net) as of 9/30/2017) within the General Fund to the Appropriated Fund Balance will be necessary in the above purchase scenario in amount of \$33,843 The budget adjustment will be executed as follows:

GENERAL FUND:

Revenue: Appropriated Fund Balance # 001-000-399-39900
\$33,843

Expenditure: Public Safety Fire Admin – Other Current Charges #001-3100-522-49100

\$33,843

Staff Contact:

Rod Ley, Town Engineer

Emily Aceti, Community Services Manager

Mara Semper, Procurement and Budget Officer

ATTACHMENTS:

Description

Upload Date

Type

Fire Dept TemporaryHousing-Reso - TA Approved

3/5/2018

Resolution

Exhibit A

2/28/2018

Exhibit

RESOLUTION NO. 2018 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PLANET RV IN THE AMOUNT OF SIXTEEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$16,400.00) FOR THE RENTAL OF TWO (2) TRAVEL TRAILERS TO SERVE AS TEMPORARY HOUSING AND OTHER MISCELLANEOUS COSTS IN THE AMOUNT OF SEVENTEEN THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (\$17,443.00) ASSOCIATED WITH THE RELOCATION OF BOTH THE TOWN OF DAVIE FIRE DEPARTMENT AND SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE, INC.; APPROVING A BUDGET AMENDMENT IN THE TOTAL AMOUNT OF THIRTY THREE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND ZERO CENTS (33,843.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 14.4 of the Public Safety Agreement approved with the Town of Davie on June 8, 2017, pursuant to Resolution 2017-046, the Town is replacing both fire station modular buildings with a single structure for use by the Town of Davie fire department and Southwest Ranches Volunteer Fire Rescue, Inc.(SWRVFR); and

WHEREAS, on December 14, 2017, pursuant to Resolution 2018-022, the Town entered into an agreement with Advanced Modular Inc. for the purchase, permitting, and installation of the new structure; and

WHEREAS, construction is estimated to take between forty-five (45) to sixty (60) days; and

WHEREAS, during construction, both departments will have to be temporarily relocated; and

WHEREAS, after an internal review and vetting process, it has been determined that Country Estates Park (18900 Griffin Road) is the best location; and

WHEREAS, staff received three (3) quotes for renting two (2) Travel Trailers to serve as temporary housing; and

WHEREAS, after reviewing the quotes, it has been determined that Planet RV provided the best option for the Town; and

WHEREAS, Planet RV will deliver/pick up the Travel Trailers; and

WHEREAS, each Travel Trailer is equipped with two (2) bedrooms, one (1) bathroom, kitchen, dining area, living area, and awning; and

WHEREAS, additional costs associated with the temporary relocation include insurance for travel trailers, sewage removal services, temporary electrical outlets, increase in electric bill, movers, relocation of bunker gear connex box and rental of storage container and contingency totaling \$17,443.00; and

WHEREAS, the project is specifically named in the 2017-2018 Town Budget pursuant to Ordinance 2017-015; and

WHEREAS, a Fiscal Year 2018 budget amendment from Appropriated Fund Balance within the General Fund will be necessary in the total amount of \$33,843.00; and

WHEREAS, the Town Council believes the issuance of this purchase order and other relocation costs are in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. Authorization. The Town Council hereby authorizes the issuance of a purchase order to Planet RV in an amount not to exceed Sixteen Thousand Four Hundred Dollars and Zero Cents (\$16,400.00) for the rental of two (2) Travel Trailers and other miscellaneous costs in the amount of Seventeen Thousand Four Hundred Forty Three Dollars and Zero Cents (17,443.00) associated with the relocation of both the Town of Davie Fire Department and Southwest Ranches Volunteer Fire Rescue, Inc., in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

Section 3. Budget Amendment. In accordance with the Town Charter and the budget adopted in Ordinance 2017-015, a FY 2017-2018 Budget Amendment from restricted Fire Control Fund Balance (presently \$439,934 (net) as of 9/30/2017) within the General Fund to the Appropriated Fund Balance will be necessary in the above purchase scenario in the total amount of \$33,843.00 as follows:

GF Appropriated Fund Balance **Revenues:** 001-0000-399-39900

GF Public Safety Fire Administration
Other Current Charges: **Expenditures:** 001-3900-519-49100

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of March, 2018 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 Poliakoff, Town Attorney

114752914.1



Broward RV, Inc.
 3030 Burris Road, Davie FL 33314
 Ph: 954-514-7860 Fax: 954-583-9211
www.browardrv.com

Departure Date: 02/14/2018 DELIVER/SET/UP & PICK UP
 Pick Up Date: 05/14/2018 Pick Up Time: 1:00 PM

Unit #: 2x Bedroom Campers Destination: _____

Rental Charges:

90 Days	@	=	14,000
Week	@	=	
Pick Up Early	@	=	
Free Miles	@	=	
Insurance	@	=	
Delivery	@	=	INC
\$138.00 prep fee	@	=	INC
(Includes: SUNPASS, chemicals, toilet paper, propane, Water fill upon return exterior wash, dumping and refilling)			
DELIVER/SET-UP & PICK-UP		=	INC
Total Rental Charges		=	14,000.00
Sales Tax 6%		=	
Total		=	14,000.00
Security Deposit & No Smoking		=	2,400.00
Total Balance Before Departure		=	16,400.00

Rental Return Charges:

Miles In	_____
Miles Out	_____
Miles Driven	_____
Estimated Miles	_____
Chargeable Miles	_____ @ 0.42 = _____
Generator (5 HRS FREE PER DAY)	_____ @ 3.00 = _____
Interior Damages	= _____
Exterior Damages	= _____
Extra Day (s)	= _____
Sub Total	= _____
Sales Tax 6%	= _____
Gas (Fuel)	= _____
Sub Total	= _____
Sec. Dep. Collected	= (_____)
Refund Due	= _____

This rental does not include comprehensive & collision insurance NOT liability or negligent.

Please Read:

The customer agrees to return the unit at Broward RV Rentals on or before the time stated above. If the unit is not returned on agreed date and time and the customer does not have prior approval by authorized rental official, this unit will be reported stolen. Upon returning the motor home the customer agrees to fill the fuel exactly the way it left. The customer agrees that if the motor home is returned damaged and unable to be re-rented the security deposit will be withheld. The customer agrees to pay a \$250.00 if the unit is not returns clean on the inside upon return period. The customer agrees that NO vehicles or trailers will be towed by the rental motor home. The customer agrees to all terms and conditions. Any items left in rentals upon return will not be Broward RV's responsibility, and will not hold longer than forty eight hours. The renter acknowledges that the rented vehicle does not handle like a car and the renter is fully aware of the safe operation of the rental vehicle. Please allow 7-10 business days of processing the refund for your security deposit. Thank you!

By: Christina Hurst
 Rental Manager

Customer agrees to the above additional charges and terms of the rental agreement.

Customer Print Name:

Signature:

Date: 09/13/2018



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
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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: 3/8/2018
SUBJECT: Request to FEMA - Private Roads

Recommendation

Consideration of a motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The Federal Emergency Management Agency (FEMA) policy concerning private roads debris removal prohibits reimbursement to governmental agencies that remove debris without first getting approval from FEMA, and also acquiring a right of entry agreement from private roadway owner. Town is concerned with the threats to public health, safety and welfare and the economic recovery of the community that may result from delaying the removal of disaster debris from residential Private Rights-of-Way within communities within the Town following an emergency storm event in order to comply with FEMA's Private Road Pre-Approval Policy.

The Town Council finds it in the best interest of the residents of the Town to urge FEMA to change the Private Road Pre-Approval Policy and treat disaster debris removal from private roads that service more than one residential property within communities with Private Rights-

of-Way in the same manner as public roads for the purpose of FEMA reimbursement for disaster debris removal costs.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
FEMA Policy - Private ROW Reso - TA Approved	3/2/2018	Resolution

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") TO CHANGE FEMA'S POLICY REQUIRING PRE-APPROVAL FOR DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS AND TO TREAT DISASTER DEBRIS REMOVAL FROM PRIVATE ROADS IN RESIDENTIAL COMMUNITIES IN THE SAME MANNER AS PUBLIC ROADS FOR THE PURPOSE OF FEMA REIMBURSEMENT FOR DISASTER DEBRIS REMOVAL COSTS; DIRECTING THE TOWN CLERK TO DISTRIBUTE THE EXECUTED RESOLUTION TO CERTAIN AGENCIES AND EACH OF THE MUNICIPALITIES IN BROWARD COUNTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FEMA's Public Assistance Program and Policy Guide provides that prior to removing disaster debris from private roads, the municipality must request and receive approval from FEMA, which may require a physical inspection of the location by FEMA, in order for the municipality to obtain reimbursement for the costs of the disaster debris removal (the "Private Road Pre-Approval Policy"); and

WHEREAS, the Town is concerned with the threats to public health, safety and welfare and the economic recovery of the community that may result from delaying the removal of disaster debris from residential Private Rights-of-Way within communities within the Town following an emergency storm event in order to comply with FEMA's Private Road Pre-Approval Policy; and

WHEREAS, the Town Council finds it in the best interest of the residents of the Town to urge FEMA to change the Private Road Pre-Approval Policy and to treat disaster debris removal from private roads that service more than one residential property within communities with Private Rights-of-Way in the same manner as public roads for the

purpose of FEMA reimbursement for disaster debris removal costs.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2: The Town Council urges FEMA to change its Private Road Pre-Approval Policy and to treat disaster debris removal from private roads that service more than one residential property within communities with Private Rights-of-Way in the same manner as public roads for the purpose of FEMA reimbursement for disaster debris removal costs.

SECTION 3: The Town Clerk is directed to distribute this Resolution to the Florida Congressional Delegation, FEMA, the United States Conference of Mayors, the Florida Division of Emergency Management, the Florida League of Cities, the Broward Legislative Delegation, the Broward County Board of County Commissioners, the Broward County League of Cities, and each of the municipalities in Broward County.

SECTION 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, AND ADOPTED this _____ day of _____, 2018, on a motion by _____, seconded by _____.

McKay _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney



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

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(954) 434-1490 Fax

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Mara Semper, Procurement and Budget Officer
DATE: March 8, 2018
SUBJECT: Warranty pricing correction for New Townwide Utility Vehicle

Recommendation

To place this item on the Town Council agenda for approval regarding the correct warranty pricing for the new townwide utility vehicle.

Strategic Priorities

Choose an item.

Choose an item.

Background

The purchase of a new townwide utility vehicle was presented to Town Council on February 22, 2018 and approved for the 2018 Dodge Ram with additional options including warranty for 7 Years 100,000 Miles \$100 Deductible.

This 7 Year warranty was listed in error at the price of \$3,395 but should have been listed as the price of \$3,845 (difference of \$450). It is therefore Staff's intention to seek Town Council approval to purchase the 7 Year 100,000 Miles \$100 Deductible warranty for the correct price of \$3,845.

Fiscal Impact/Analysis

The Fiscal year 2017-2018 budget provides for \$30,000 towards the purchase of a new vehicle. The amount of \$26,877 approved for the new vehicle purchase will increase by \$450 resulting in a total purchase of \$27,327 from Auto Nation Chrysler Dodge Jeep Ram Pembroke Pines.

Staff Contact:

Mara Semper, Procurement and Budget Officer