



Southwest Ranches Town Council

REGULAR MEETING Agenda of August 23, 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. Site Plan Amendment for Coquina Plaza

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-66-18 BY COQUINA STATION, LLC (OWNER) AND ELECTRIFY AMERICA LLC (LEASEHOLDER) TO AMEND THE COQUINA PLAZA SITE PLAN TO ADD AN ELECTRIC VEHICLE CHARGING STATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS DURING FISCAL YEAR 2019 AND FISCAL YEAR 2020; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING ITS TOWN ATTORNEY TO COMMENCE LEGAL ACTION AGAINST ROSENBAUER AMERICA, AND/OR ITS RESPONSIBLE RELATED LEGAL ENTITY ("ROSENBAUER"), RELATING TO THE MAINTENANCE AND REPAIR ISSUES ASSOCIATED WITH ENGINE 82; AND PROVIDING AN EFFECTIVE DATE.**

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH JOHN DAVIS AND DINA J. DAVIS, TO ALLOW A GARAGE TO BE LOCATED SLIGHTLY WITHIN THE TOWN'S THIRTY FOOT ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH RAY WILLIAMS AND REINA WILLIAMS, TO ALLOW A DETACHED GARAGE TO BE LOCATED WITHIN THE TOWN'S ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

13. Approval of Minutes

- a. July 26, 2018 Regular Meeting

14. 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
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, 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: Andy Berns, Town Administrator
FROM: Jeff Katims, AICP
DATE: 8/23/2018
SUBJECT: Site Plan Amendment for Coquina Plaza

Recommendation

Approval with conditions as recommended in the staff report.

Strategic Priorities

D. Improved Infrastructure

Background

Electrify America LLC requests approval to construct an electric vehicle charging station with four (4) charging posts within Coquina Plaza. The proposed site plan modification would involve eliminating 3 parking spaces to accommodate the utility equipment cabinets and charging posts. The utility cabinets would be located within an enlarged landscape island and would be screened by a hedge.

Fiscal Impact/Analysis

None

Staff Contact:

Jeff Katims, AICP, CNU-A

ATTACHMENTS:

Description	Upload Date	Type
Staff report	8/16/2018	Executive Summary
SP Coquina Plaza - TA Approved	8/15/2018	Resolution
Plan Set Cover Sheet	8/16/2018	Backup Material
Overall Site Plan	8/16/2018	Backup Material
Enlarged Site Plan	8/16/2018	Backup Material
Elevation View	8/16/2018	Backup Material
Photo Simulation Index Sheet	8/16/2018	Backup Material
Photo Simulation View 1	8/16/2018	Backup Material
Photo Simulation View 2	8/16/2018	Backup Material
Landscape Plan	8/16/2018	Backup Material
Demolition Plan	8/16/2018	Backup Material
Enlarged Equipment Layout Plan	8/16/2018	Backup Material
Electrical Plan 1	8/16/2018	Backup Material
Electrical Plan 2	8/16/2018	Backup Material
Equipment detail plan	8/16/2018	Backup Material
Mail Notice Radius Map	8/16/2018	Backup Material
Mail Notice List	8/16/2018	Backup Material

TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: August 23, 2018

SUBJECT: Site Plan Application SP-66-18

ADDRESS: 15801 Sheridan Street, Southwest Ranches, FL (Coquina Plaza)

LOCATION: Generally located north of Sheridan Street, midway between SW 160th Avenue and I-75.

ZONING: CB, Community Business

AGENT: Black & Veatch

PETITIONER: Electrify America LLC (leaseholder)

OWNER: Coquina Station LLC

REQUEST: Site plan modification for two (2) electric vehicle charging stations with four (4) charging posts.

EXHIBITS: Staff Report, Resolution, Aerial Photograph, Site Plan Drawings, Lobbyist Registration and Ethics Form, Mail Notification Radius Map, and Mailing List.

Electrify America, LLC, represented by engineering firm Black & Veatch, requests approval of a site plan modification to construct an electric vehicle charging station within Coquina Plaza.

The proposed location of the charging station is immediately east of the Bank of America outparcel (see location maps on page 3). The apparatus would consist of four (4) charging posts in the parking lot and equipment cabinets on concrete pads located within the existing landscape island, which will be slightly enlarged to accommodate the cabinets. Three (3) of the proposed chargers provide 50 kW direct current charging, which is among the fastest available. The plans include a stub-up for replacement of the fourth charger—a slower “level 2” type—with another 50 kW charger at a future date pending an upgrade to the supporting utility equipment that would be required to enable it.

The enlarged landscape island and charging posts will displace three (3) parking spaces and one (1) tree. The displaced parking spaces are not required to satisfy minimum parking requirements for the shopping center, as there are more than 70 surplus parking spaces. The tree will be mitigated onsite, and will require a tree removal permit.

The utility transformer and equipment area will be screened by twenty-one (21) Clusia shrubs placed three (3) feet on center. The Clusia will be maintained at a height of 6 to 8 feet.

STAFF RECOMMENDATION:

Staff finds that Application SP-66-18 complies with the requirements of the Unified Land Development Code. Should Council approve the Application, staff recommends attaching the following conditions:

1. Prior to issuance of any engineering and building permits, submit a tree removal/relocation permit application for removal and relocation or mitigation of the shade tree—as determined by the Town—that is located in conflict with the proposed utility transformer.
2. 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, prior to the issuance of the first building permit. 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


**AERIAL PHOTOGRAPH LOCATION MAP
SP-66-18**



INSET



LEGEND

 Proposed Charging Facility Location



RESOLUTION NO. 2018-XX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-66-18 BY COQUINA STATION, LLC (OWNER) AND ELECTRIFY AMERICA LLC (LEASEHOLDER) TO AMEND THE COQUINA PLAZA SITE PLAN TO ADD AN ELECTRIC VEHICLE CHARGING STATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coquina Station LLC is the current owner ("Owner") of property located within Parcel "A" of Coquina Flats, according to the plat thereof as recorded in Plat Book 155, Page 29 of the Broward County, Florida Public Records; and

WHEREAS, Electrify America LLC, ("Petitioner"), proposes to enter into a lease with Owner to install an electric vehicle charging station with the capacity to simultaneously charge up to four (4) vehicles; and

WHEREAS, Petitioner requests modification of the existing approved site plan to eliminate three (3) parking spaces, install the charging station apparatus, and make associated landscape improvements; and

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

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

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

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on August 23, 2018, the Town Council hereby approves Site Plan Modification Application No. SP-066-18, in accordance with the following stipulated conditions:

1. Prior to issuance of any engineering and building permits, submit a tree removal/relocation permit application for removal and relocation or mitigation of the shade tree—as determined by the Town—that is located in conflict with the proposed utility transformer.
2. 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, prior to the issuance of the first building permit. 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 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 23rd day of August, 2018 on a motion by

_____ and seconded by _____.

McKay _____
 Fisikelli _____
 Breitzkreuz _____
 Jablonski _____
 Schroeder _____

Ayes _____
 Nays _____
 Absent _____
 Abstaining _____

 Doug McKay, Mayor

ATTEST:

 Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

 Keith Poliakoff, Town Attorney



FL200089 SOUTHWEST RANCHES
INSTALLATION OF ELECTRIC VEHICLE CHARGING EQUIPMENT
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191



BLACK & VEATCH

6800 W 115th ST, SUITE 2282
OVERLAND PARK, KS 66211
(913) 458-2000

ROBERT WOODS
PE# 84477

FL200089 - SOUTHWEST RANCHES PARKING COUNT

ALL TENANTS GROSS SQ. FT	91,120 SF
TOTAL EXISTING STALL COUNT	499
TOTAL REQUIRED SPACES	405
TOTAL PROPOSED EV STALLS (AFTER EV CONVERSION)	496
STALL SURPLUS	91

SITE INFORMATION

EV SITE ADDRESS:
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

POWER COMPANY:
FLORIDA POWER & LIGHT
MELISSA STEVENS
(305) 281-0979

PROPERTY OWNER:
COQUINA STATION LLC

EQUIPMENT SUPPLIER:
ELECTRIFY AMERICA
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

COUNTY:
BROWARD

LATITUDE (NAD83):
26° 01' 48.6" N
26.030163°

LONGITUDE (NAD83):
80° 21' 30.2" W
-80.358380°

CONTACT ENGINEER:
RUSSELL POLLOM
(913) 458-6274
POLLOMRE@BV.COM

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING
APPLICABLE CODES:

2017 FLORIDA BUILDING CODE, 6TH EDITION
(2015 IBC WITH ASC 7-10)
2010 FLORIDA PLUMBING CODE 6TH EDITION (2017)
AMENDMENTS
2010 FLORIDA MECHANICAL CODE 6TH EDITION (2017)
AMENDMENTS
NFPA 70 ELECTRICAL CODE
FLORIDA FIRE PREVENTION CODE
ADAAG (FLORIDA STATE ACCESSIBILITY CODE)

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE
CODE SHALL PREVAIL

ZONING INFORMATION

PERMITTING JURISDICTION: CITY OF SOUTHWEST RANCHES
ZONING DISTRICT: CB

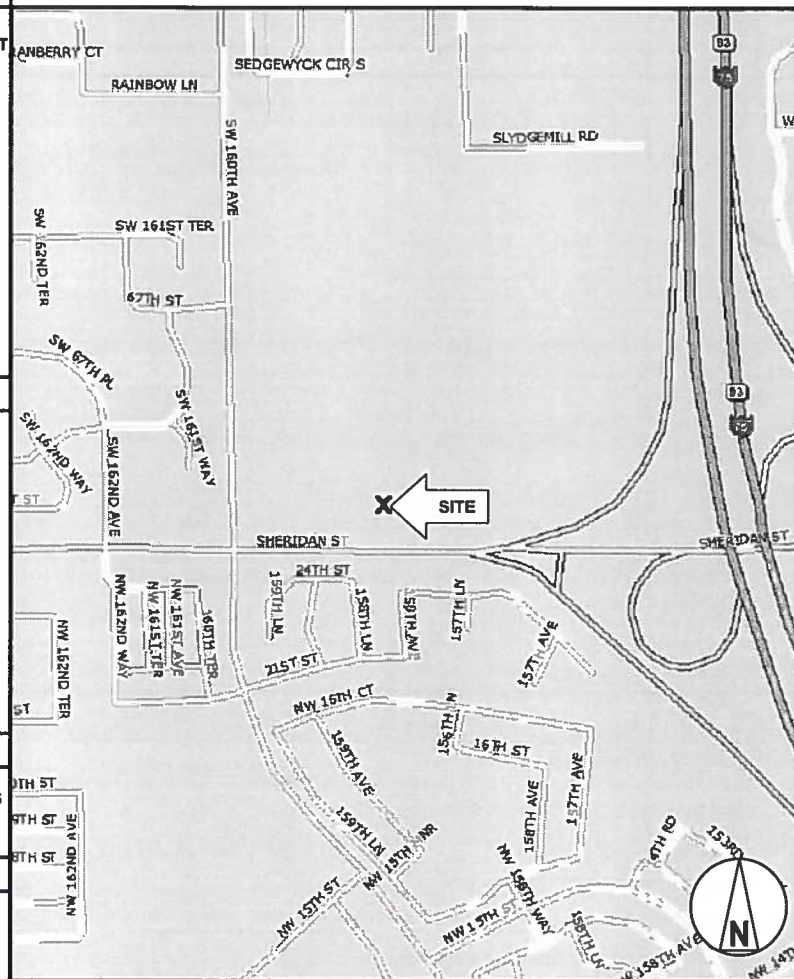
FLOOD HAZARD AREA NOTE

THIS SITE IS LOCATED IN FLOOD ZONE "X". AREA
DETERMINED TO BE OUTSIDE OF THE 0.2%
ANNUAL CHANCE FLOOD PLAIN.

CONTRACTOR NOTE

CONTRACTOR SHALL COMPLETE INSTALL PER THE SIGNED
AND THE SEALED SET OF DRAWINGS. ANY NECESSARY
DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED
THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR
AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A
DEVIATION OF THE SIGNED AND SEALED SET OF DRAWINGS.

AREA MAP



LOCATION MAP



PROJECT DESCRIPTION

- INSTALL (3) 50KW BTC DISPENSERS
- INSTALL (1) LEVEL 2 CHARGER
- INSTALL (1) SWITCHBOARD ASSEMBLY
- INSTALL (1) 200KW BTC POWER UNIT
- INSTALL (1) UTILITY TRANSFORMER

DRAWING INDEX

SHEET NO:	SHEET TITLE	REV NO:
T-1	TITLE SHEET & PROJECT DATA	1
GN-1	GENERAL NOTES 1	0
GN-2	GENERAL NOTES 2	0
GN-3	GENERAL NOTES 3	0
C-1	OVERALL SITE PLAN	1
C-2	DEMOLITION SITE PLAN	1
C-3	ENLARGED SITE PLAN	1
C-4	ENLARGED PROPOSED EQUIPMENT LAYOUT	1
C-5	SITE ELEVATION	1
E-1	UTILITY PLAN	1
E-2	ELECTRICAL PLAN	1
E-3	SINGLE LINE DIAGRAM	1
E-4	ELECTRICAL DETAILS	1
E-5	ELECTRICAL DETAILS	1
G-1	GROUNDING DETAILS	1
D-1	EQUIPMENT DETAILS	1
D-2	EQUIPMENT DETAILS	1
LS-1	LANDSCAPING PLAN, DETAILS, & PLANT SCHEDULE	1

FOR REFERENCE ONLY DRAWINGS

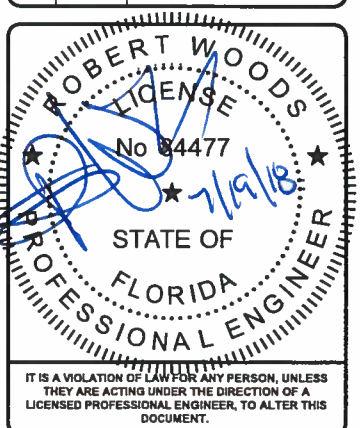
PROPERTY SURVEY

ENGINEER OF RECORD

ROBERT WOODS
PE # 84477
BLACK & VEATCH CORPORATION

PROJECT NO: 197478
DRAWN BY: RSP
CHECKED BY: NMB

REV	DATE	DESCRIPTION
1	07/19/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION



FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
TITLE SHEET &
PROJECT DATA

SHEET NUMBER
T-1

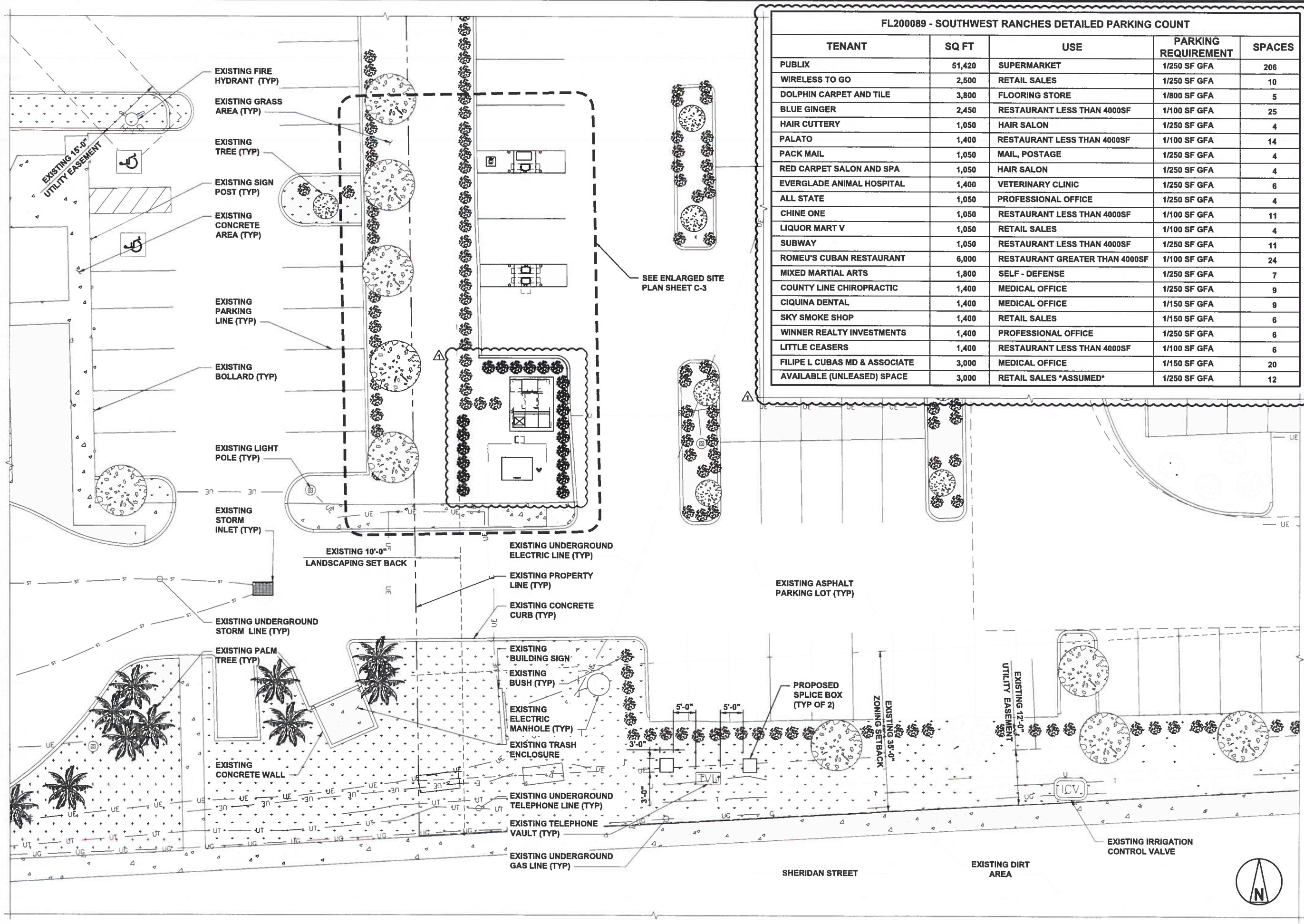


UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF FLORIDA
811 OR 1-800-432-4770

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

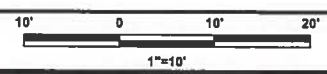
DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS &
CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE
ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING
WITH THE WORK.



FL200089 - SOUTHWEST RANCHES DETAILED PARKING COUNT				
TENANT	SQ FT	USE	PARKING REQUIREMENT	SPACES
PUBLIX	51,420	SUPERMARKET	1/250 SF GFA	206
WIRELESS TO GO	2,500	RETAIL SALES	1/250 SF GFA	10
DOLPHIN CARPET AND TILE	3,800	FLOORING STORE	1/800 SF GFA	5
BLUE GINGER	2,450	RESTAURANT LESS THAN 4000SF	1/100 SF GFA	25
HAIR CUTTERY	1,050	HAIR SALON	1/250 SF GFA	4
PALATO	1,400	RESTAURANT LESS THAN 4000SF	1/100 SF GFA	14
PACK MAIL	1,050	MAIL, POSTAGE	1/250 SF GFA	4
RED CARPET SALON AND SPA	1,050	HAIR SALON	1/250 SF GFA	4
EVERGLADE ANIMAL HOSPITAL	1,400	VETERINARY CLINIC	1/250 SF GFA	6
ALL STATE	1,050	PROFESSIONAL OFFICE	1/250 SF GFA	4
CHINE ONE	1,050	RESTAURANT LESS THAN 4000SF	1/100 SF GFA	11
LIQUOR MART V	1,050	RETAIL SALES	1/100 SF GFA	4
SUBWAY	1,050	RESTAURANT LESS THAN 4000SF	1/250 SF GFA	11
ROMEU'S CUBAN RESTAURANT	6,000	RESTAURANT GREATER THAN 4000SF	1/100 SF GFA	24
MIXED MARTIAL ARTS	1,800	SELF - DEFENSE	1/250 SF GFA	7
COUNTY LINE CHIROPRACTIC	1,400	MEDICAL OFFICE	1/250 SF GFA	9
CIQUINA DENTAL	1,400	MEDICAL OFFICE	1/150 SF GFA	9
SKY SMOKE SHOP	1,400	RETAIL SALES	1/150 SF GFA	6
WINNER REALTY INVESTMENTS	1,400	PROFESSIONAL OFFICE	1/250 SF GFA	6
LITTLE CEASERS	1,400	RESTAURANT LESS THAN 4000SF	1/100 SF GFA	6
FILIPE L CUBAS MD & ASSOCIATE	3,000	MEDICAL OFFICE	1/150 SF GFA	20
AVAILABLE (UNLEASED) SPACE	3,000	RETAIL SALES *ASSUMED*	1/250 SF GFA	12

OVERALL SITE PLAN



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

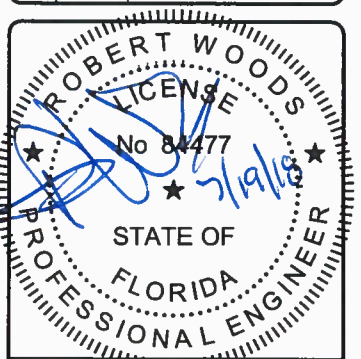


BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000
ROBERT WOODS
PE# 84477

PROJECT NO:	197479
DRAWN BY:	RSP
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
1	07/19/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

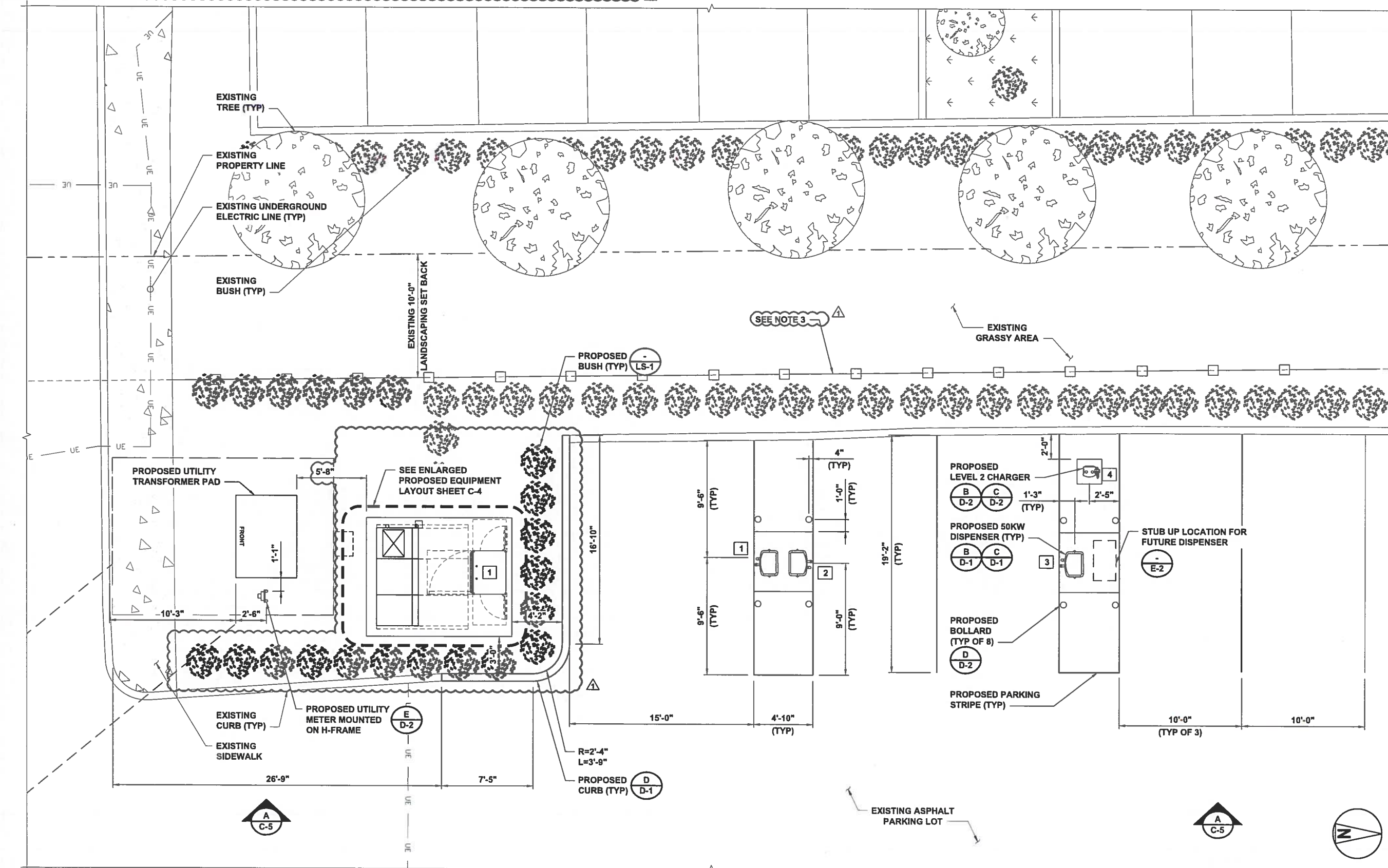
NOTES

1. SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
3. CONTRACTOR TO INSTALL TEMPORARY ORANGE CONSTRUCTION SAFETY FENCE AT EDGE OF LANDSCAPE SETBACK FOR TREE PROTECTION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL MAINTAIN FENCE ONLY FOR DURATION OF THE PROJECT.

PERVIOUS AREA ADDED	164SF
IMPERVIOUS AREA ADDED	262SF
NET CHANGE IN PERVIOUS AREA	-98SF

PROJECT AREA STALL COUNT	
EXISTING STALL COUNT	6
PROPOSED STALL COUNT	3

PROPOSED DISPENSER			
CHARGE POST NUMBER	50 KW	LEVEL 2	CABLE TYPE
1	1		CHAdemo/ CCS
2	1		CCS
3	1		CCS
4		1	CCS



ENLARGED SITE PLAN



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191



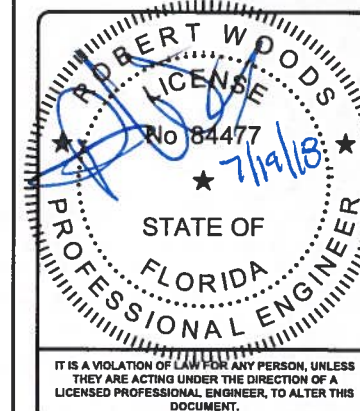
BLACK & VEATCH

6800 W 115th ST, SUITE 2282
OVERLAND PARK, KS 66211
(913) 458-2000

ROBERT WOODS
PE# 84477

PROJECT NO:	197479
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FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-3



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191



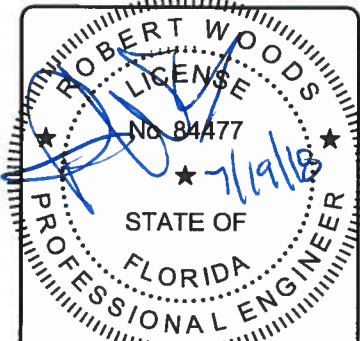
BLACK & VEATCH

6600 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
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ROBERT WOODS
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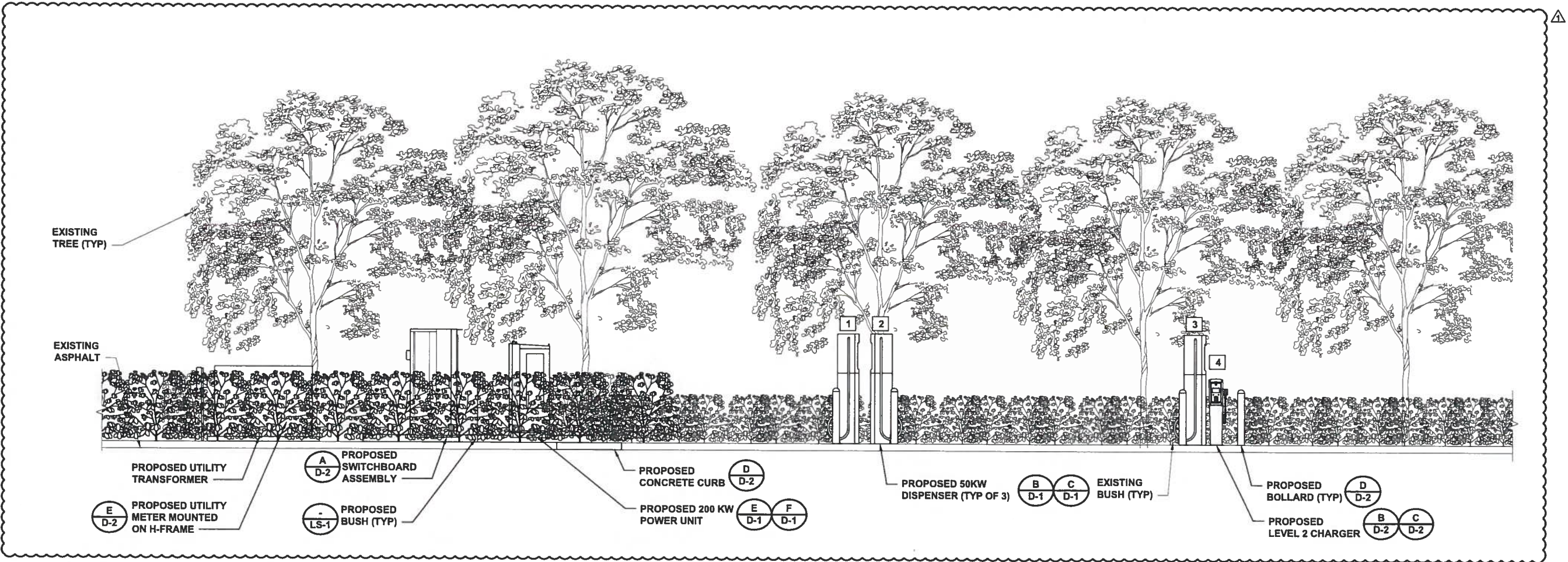


IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS
DOCUMENT.

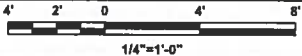
FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
SITE ELEVATION

SHEET NUMBER
C-5



SITE ELEVATION

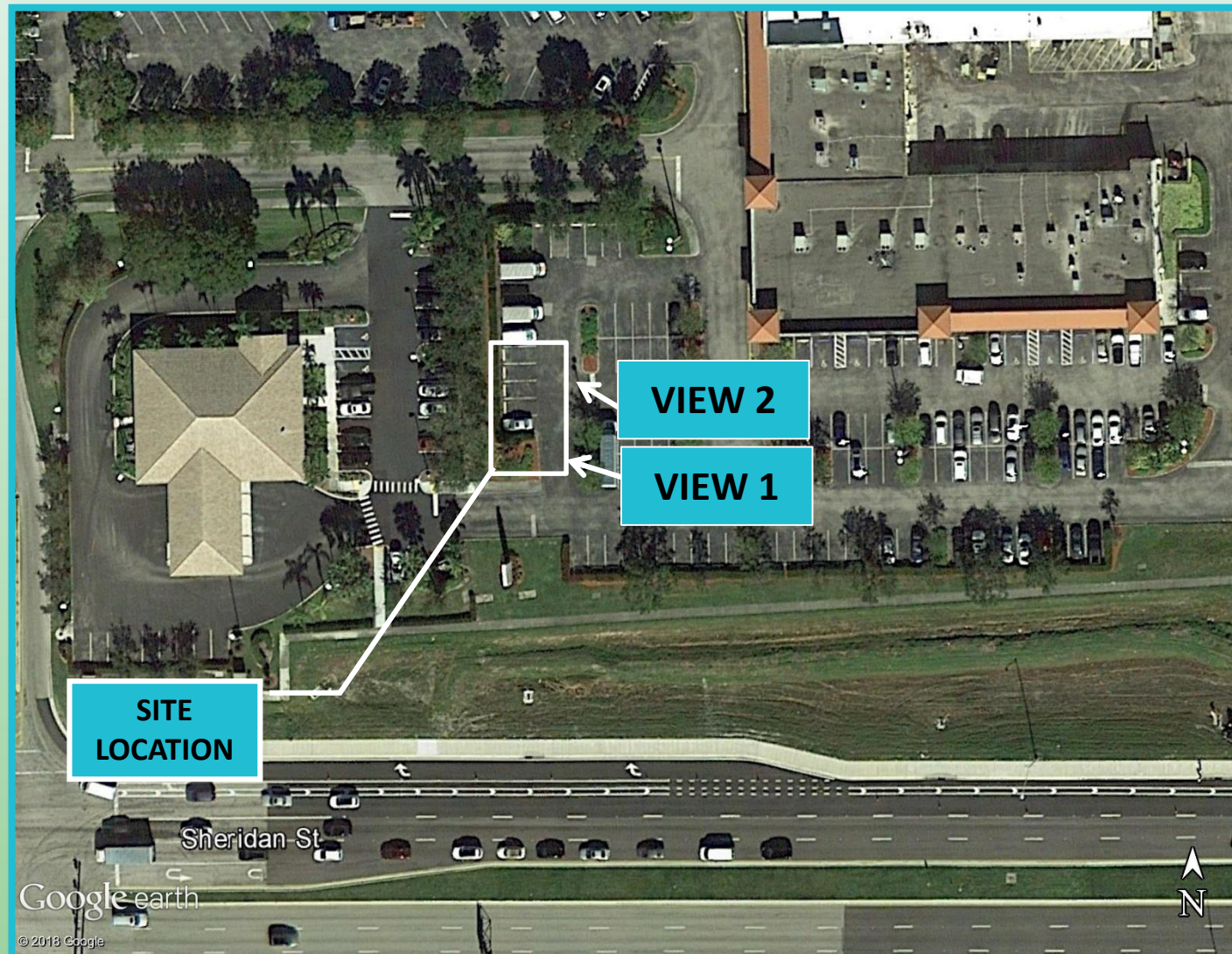


A



PHOTOGRAPHIC SIMULATION

ELECTRIC VEHICLE CHARGING STATION



The included Photographic Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photographic Simulation(s) are subject to change.

SITE NUMBER:	FL20089 SOUTHWEST RANCHES
SITE NAME:	COQUINA PLAZA
SITE ADDRESS:	15801 SHERIDAN STREET SOUTHWEST RANCHES, FL 33331
DATE:	04/23/18
APPLICANT:	ELECTRIFY AMERICA
CONTACT:	CHRIS ZERR BLACK & VEATCH (913) 458-2792

VIEW 1



EXISTING CONDITIONS

PROPOSED
EQUIPMENT AREA

PROPOSED EA
CHARGING
DISPENSERS



PHOTOGRAPHIC SIMULATION

VIEW 2



EXISTING CONDITIONS

PROPOSED EA
CHARGING
DISPENSERS

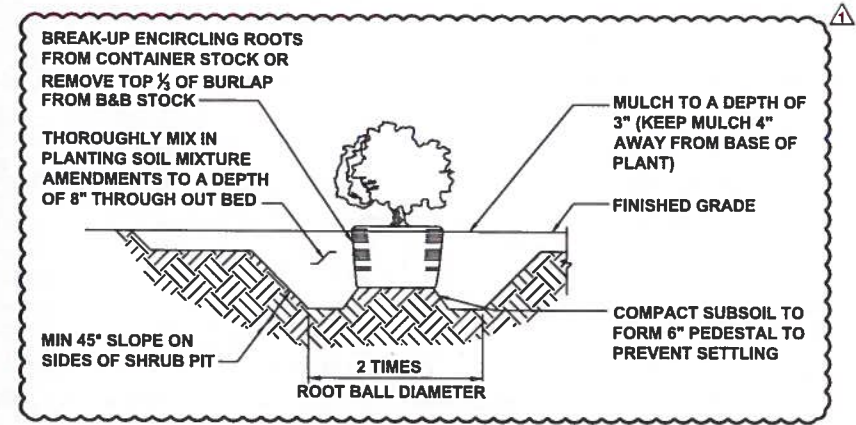
PROPOSED LEVEL 2
CHARGING
DISPENSER



PHOTOGRAPHIC SIMULATION

NOTES

1. PLANT SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.
2. SCARIFY SIDES AND BOTTOM OF PIT.
3. BACKFILL WITH SPECIFIED PLANTING SOIL MIXTURE, HAND TAMPED TO REMOVE VOIDS. WATER UNTIL NO MORE WATER IS ABSORBED.

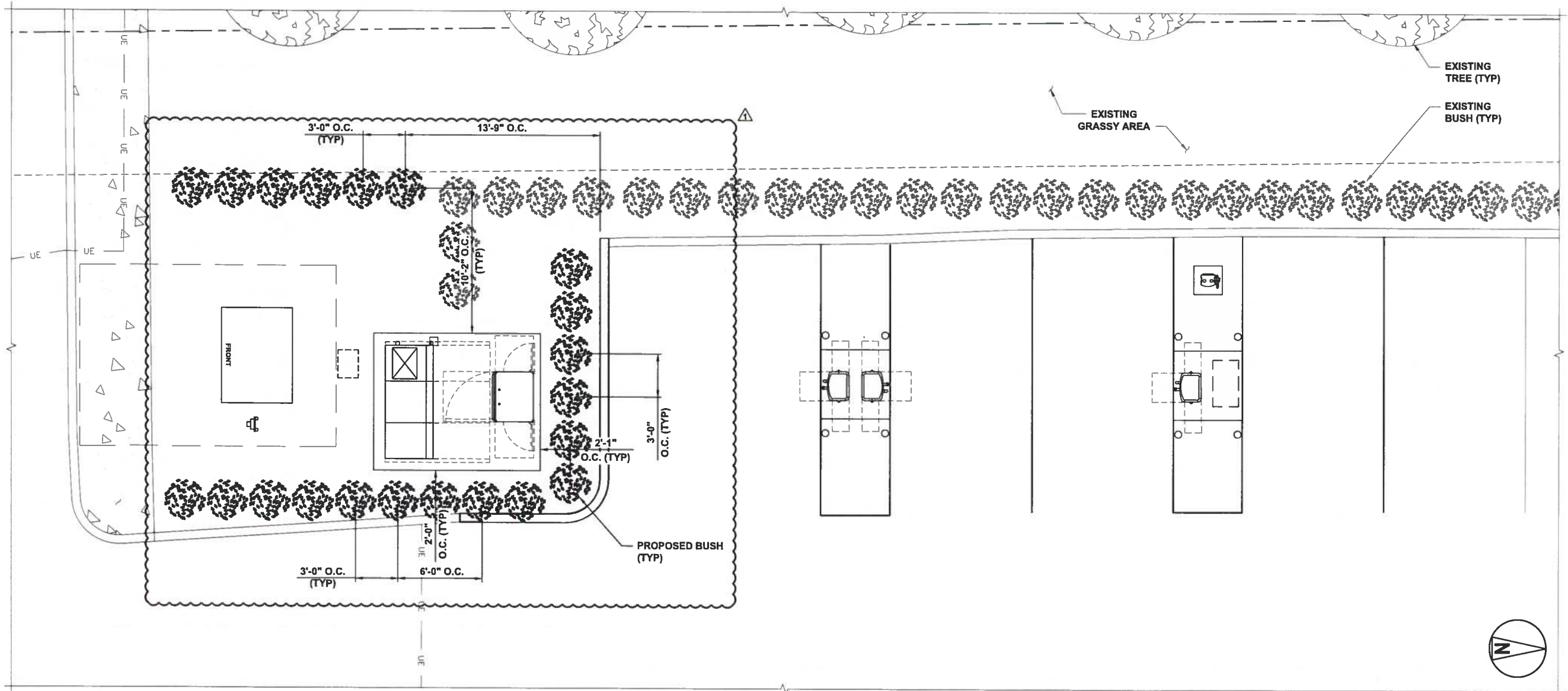


GENERAL NOTE

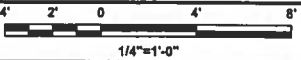
1. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED WEEKLY, AND MORE FREQUENTLY DURING TIMES OF EXTREME HEAT, FOR THE DURATION OF THE FIRST GROWING SEASON.
2. CONTRACTOR TO INSTALL IRRIGATION BY TYING INTO NEAREST EXISTING IRRIGATION SYSTEM.
3. A PRELIMINARY LANDSCAPE INSPECTION IS REQUIRED WITH THE LANDSCAPE CONTRACTOR AND THE LANDSCAPE INSPECTOR PRIOR TO THE INSTALLATION OF THE CLUSIA

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	QTY	SIZE (AT CONSTRUCTION)	SPACING	SPECIFICATIONS (AT FULL SIZE)
TREES						
SHRUBS	CLUSIA ROSEA	CLUSIA	21	5.5' TALL	3'	7.5'-8.5'
GROUND COVER						
OTHER						



LANDSCAPING PLAN



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191



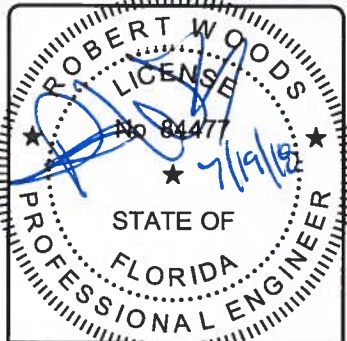
BLACK & VEATCH

6800 W 115th ST, SUITE 2202
OVERLAND PARK, KS 66211
(913) 458-2000

ROBERT WOODS
PE# 84477

PROJECT NO:	197479
DRAWN BY:	RSP
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
1	07/19/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION



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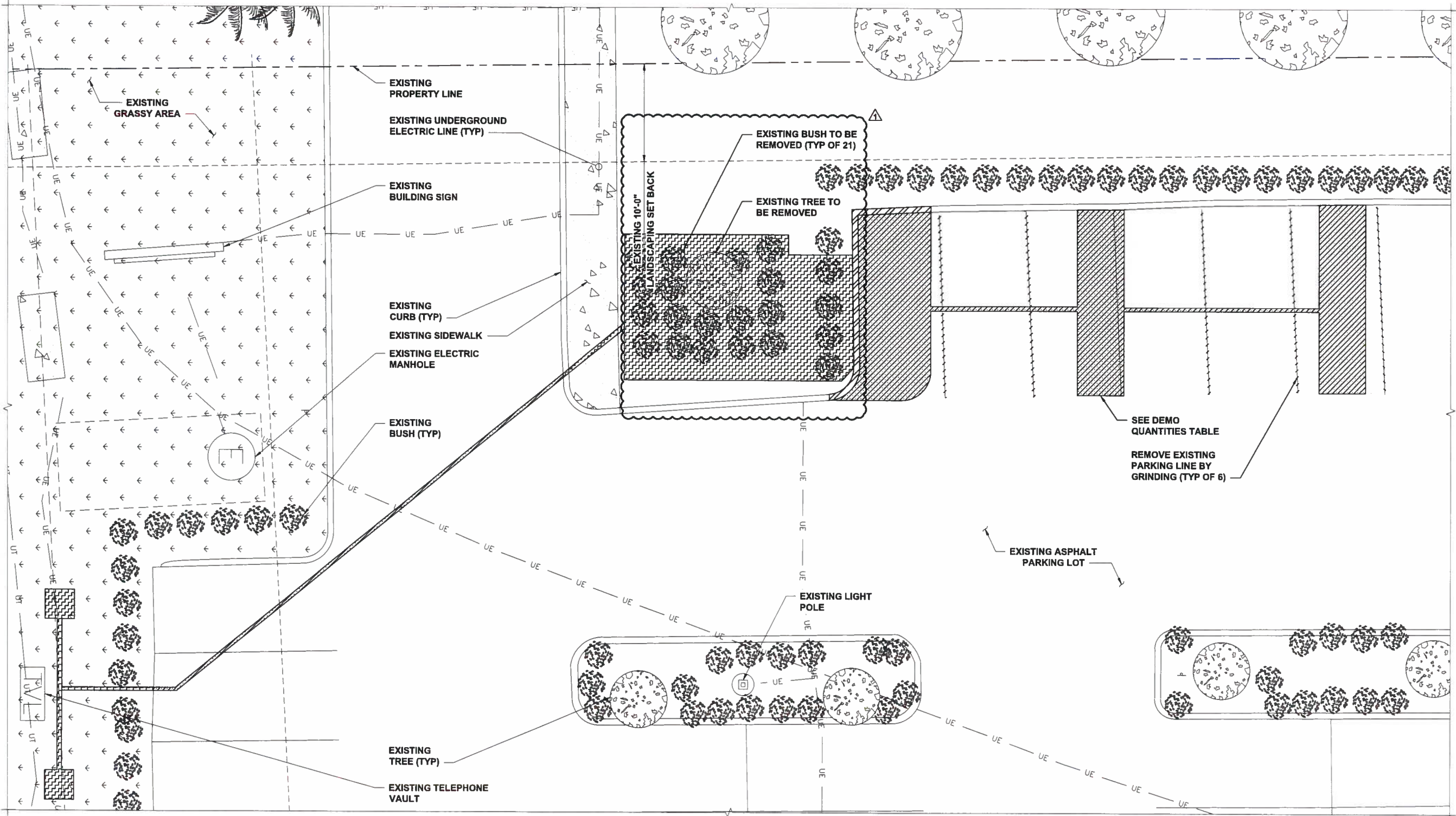
FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
LANDSCAPING PLAN,
DETAILS, & PLANT SCHEDULE

SHEET NUMBER
LS-1

- NOTES**
1. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
 2. ALL QUANTITIES LISTED IN DEMOLITION PLAN SHEET ARE ONLY APPROXIMATIONS. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES BEFORE BIDDING.

DEMO QUANTITIES TABLE		
	ASPHALT	40 SQ YDS
	CURB	29 LF
	PARKING LINES	GRINDING
	GRAVEL AREA	4 SQ FT
	LANDSCAPING	368 SQ FT



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

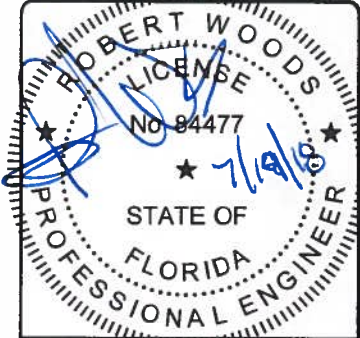


BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000
ROBERT WOODS
PE# 84477

PROJECT NO:	197479
DRAWN BY:	RSP
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
1	07/19/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION



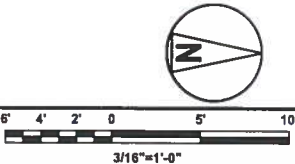
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FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
DEMOLITION SITE PLAN

SHEET NUMBER
C-2

DEMOLITION SITE PLAN





ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

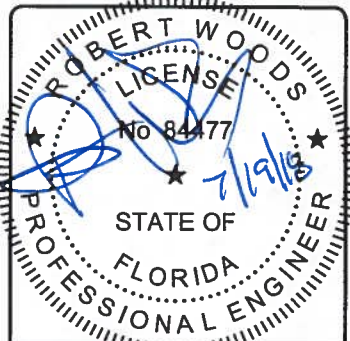


BLACK & VEATCH

6800 W 115th ST, SUITE 2282
OVERLAND PARK, KS 66211
(913) 458-2000
ROBERT WOODS
PE# 84477

PROJECT NO:	197479
DRAWN BY:	RSP
CHECKED BY:	NMB

1	07/18/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION
REV	DATE	DESCRIPTION

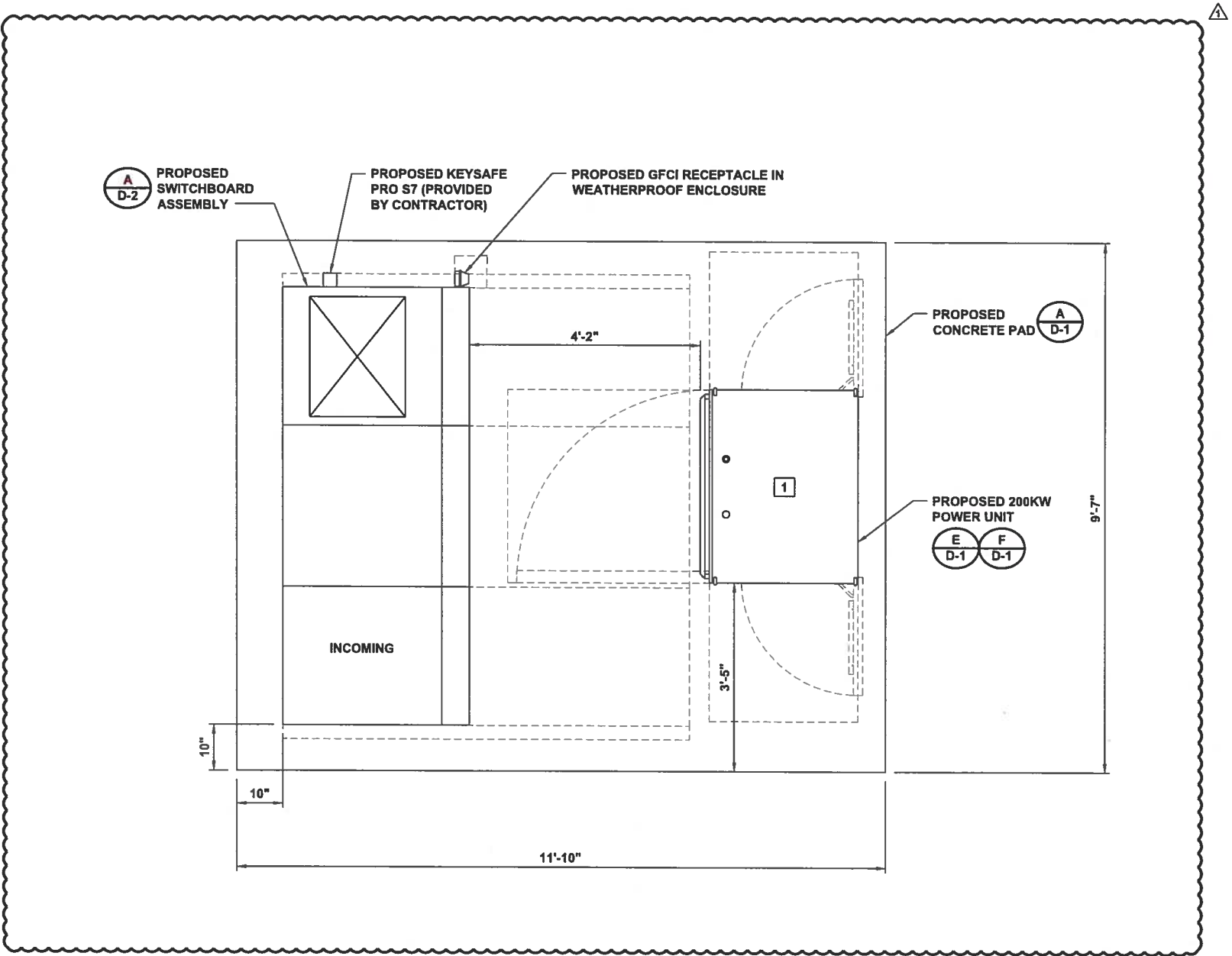


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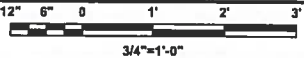
FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
ENLARGED PROPOSED
EQUIPMENT LAYOUT

SHEET NUMBER
C-4



ENLARGED PROPOSED EQUIPMENT LAYOUT



- NOTES**
1. THE UTILITY DESIGN DETAILS SUMMARIZED ON THIS SHEET ARE FOR PROPERTY OWNER REVIEW. THE CONTRACTOR SHALL REFERENCE THE UTILITY DESIGN PACKAGE (UDP), PROVIDED WITH THE "ISSUED FOR CONSTRUCTION" DRAWINGS FOR BIDDING. THE CONTRACTOR SHALL INSTALL THE UTILITY RELATED SCOPE OF WORK PER UTILITY CONSTRUCTION SPECIFICATION REQUIREMENTS.
 2. UTILITY EQUIPMENT INSTALLATIONS AND PREP WORK AND TERMINATION OF SERVICE CONDUCTORS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY ENGINEER AT TIME OF PRE-CONSTRUCTION MEETING TO ENSURE ACCURACY OF INSTALLATIONS.
 3. TRANSFORMER BOLLARD PROTECTION TO BE INSTALLED PER UTILITY SPECIFICATION. ADDITIONAL BOLLARD PROTECTION MAY BE REQUIRED AT THE DISCRETION OF THE UTILITY FIELD INSPECTION PERSONNEL.

(SEE SHEET E-3 FOR WIRE CONFIGURATION)
*TOTAL LENGTH OF AL WIRE = 4 WIRES PER CONDUIT
x ESTIMATED LENGTH
x NUMBER OF FILLED
CONDUITS

UTILITY SERVICE LATERAL LENGTHS		
UTILITY TRANSFORMER TO SERVICE EQUIPMENT	LINEAR LENGTH (FT)	*ESTIMATED LENGTH (FT)*
	13	35
TOTAL LENGTH OF WIRE PER CONDUIT =		140
NUMBER OF WIRE FILLED CONDUITS		3
TOTAL LENGTH OF AL WIRE =		420



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

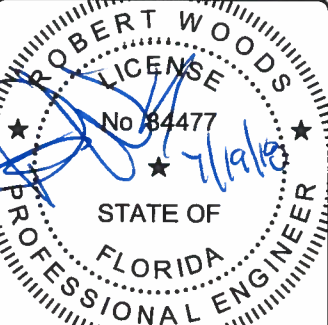


BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000
ROBERT WOODS
PE# 84477

PROJECT NO: 197479
DRAWN BY: RSP
CHECKED BY: NMB

REV	DATE	DESCRIPTION
1	07/18/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION

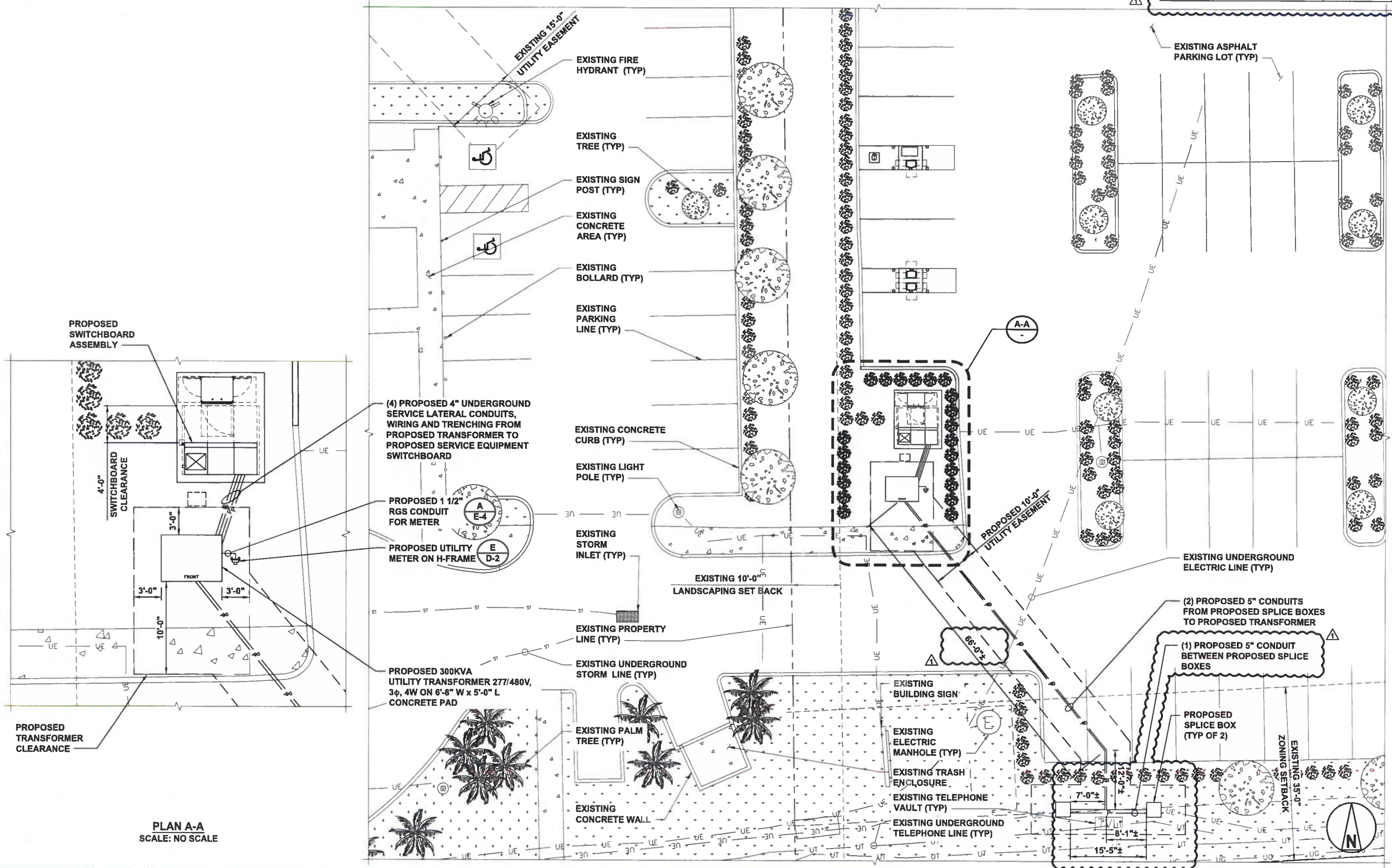


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FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

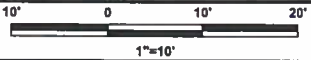
SHEET TITLE
UTILITY PLAN

SHEET NUMBER
E-1



PLAN A-A
SCALE: NO SCALE

UTILITY PLAN



NOTES

1. CONDUIT ROUTING IS DIAGRAMMATICALLY SHOWN ON PLANS AND ARE ONLY APPROXIMATIONS. THE EXACT LOCATION AND ROUTING PATHS SHALL BE FIELD VERIFIED AND INSTALLED PER JURISDICTIONAL REQUIREMENTS.
2. ALL ELECTRICAL WORK AND RELATED ACTIVITIES PERFORMED ONSITE SHALL BE DONE IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NEC) STANDARDS BEING ENFORCED BY ALL APPLICABLE JURISDICTIONAL REQUIREMENTS AT TIME OF CONSTRUCTION.
3. UTILITY EQUIPMENT INSTALLATIONS AND PREP WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY ENGINEER TO ENSURE ACCURACY OF INSTALLATIONS.
4. CONTRACTOR TO STUB OUT AND CAP CONDUITS UNDERGROUND 2 FEET BEYOND PAD FOR FUTURE UTILITY LOCKABLE DISCONNECT AND INVERTER.
5. REFER TO CONDUIT AND WIRE SCHEDULE ON E-3 FOR CONDUIT AND WIRE REQUIREMENTS.
6. CONTRACTOR TO STUBOUT AND CAP CONDUITS UNDERGROUND FOR FUTURE DISPENSERS.

** AC CONDUCTORS: 16 FEET IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH.

*** DC CONDUCTORS: 22 FEET IS ADDED TO THE HORIZONTAL RUN LENGTH TO ACCOUNT FOR BURIED DEPTH.

⊖ = SEE NOTE 5 FOR REFERENCE

AC AUXILIARY POWER LENGTHS			
SWITCHBOARD	DISPENSER	LINEAR LENGTH (FT)	**ESTIMATED LENGTH (FT)
120/208V DISTRIBUTION SECTION	1	30	46
	2	32	48
	3	55	71

AC LEVEL 2 CHARGER LENGTHS			
120/208V DISTRIBUTION SECTION	DISPENSER	LINEAR LENGTH (FT)	**ESTIMATED LENGTH (FT)
LP-1	4	64	80

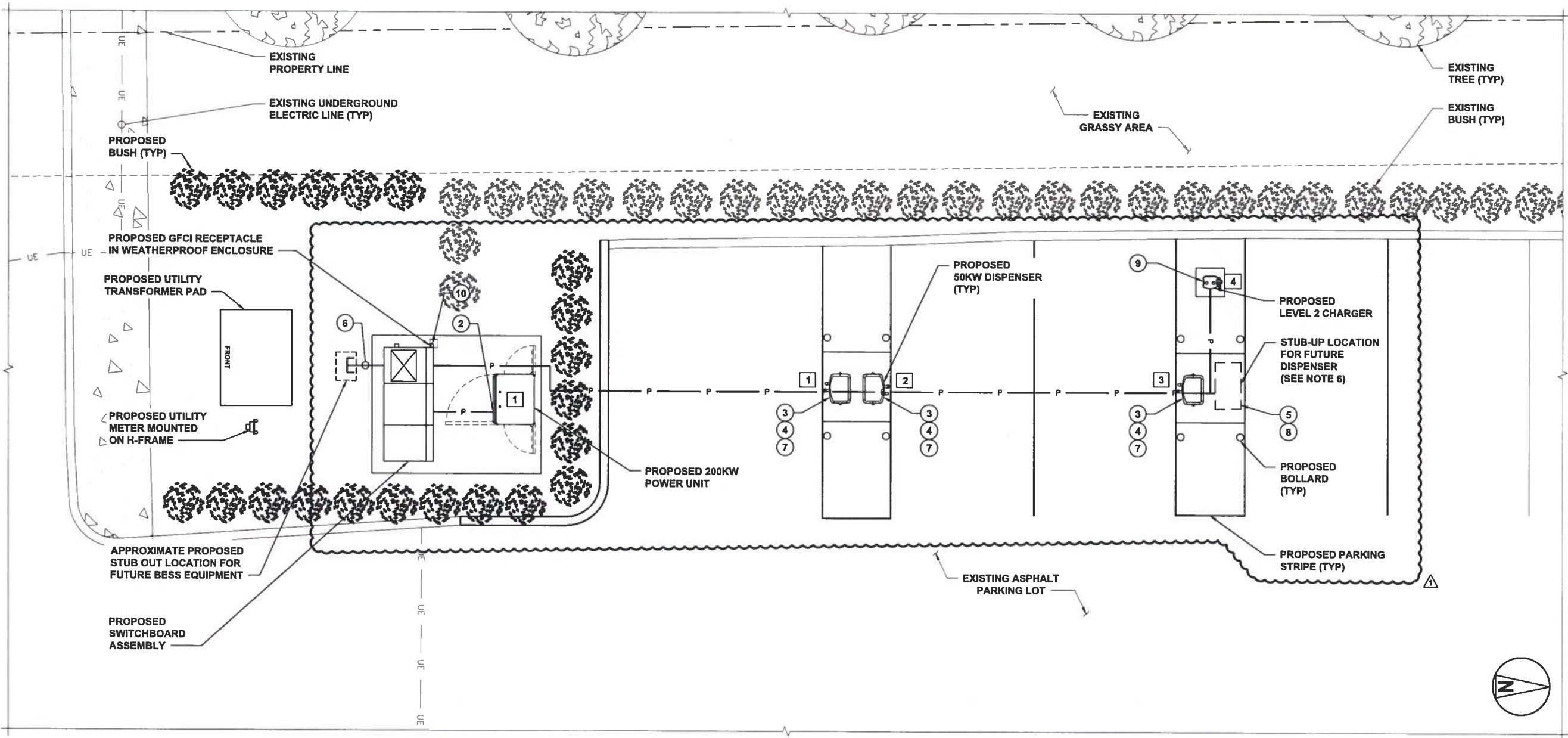
AC POWER UNIT LENGTHS		
POWER UNIT	LINEAR LENGTH SWBD TO POWER UNIT	**ESTIMATED LENGTH
1	8	24

(SEE SHEET E-3 FOR WIRE CONFIGURATION)

DC DISPENSER LENGTHS			
POWER UNIT	DISPENSER	LINEAR LENGTH (FT)	***ESTIMATED LENGTH (FT)
1	1	21	43
	2	23	45
	3	46	68

(SEE SHEET E-3 FOR WIRE CONFIGURATION)

PROPOSED DISPENSER		
CHARGE POST NUMBER	50 KW	LEVEL 2
1	1	
2	1	
3	1	
4		1



ELECTRICAL PLAN



ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

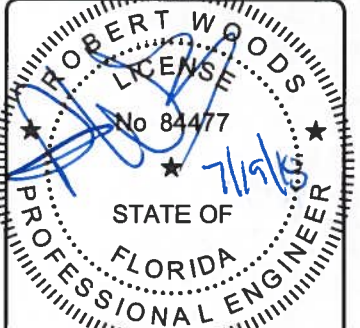


BLACK & VEATCH

6800 W 115th ST, SUITE 2292
OVERLAND PARK, KS 66211
(913) 458-2000
ROBERT WOODS
PE# 84477

PROJECT NO:	197479
DRAWN BY:	RSP
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
1	07/18/18	CITY COMMENTS
0	05/08/18	ISSUED FOR CONSTRUCTION

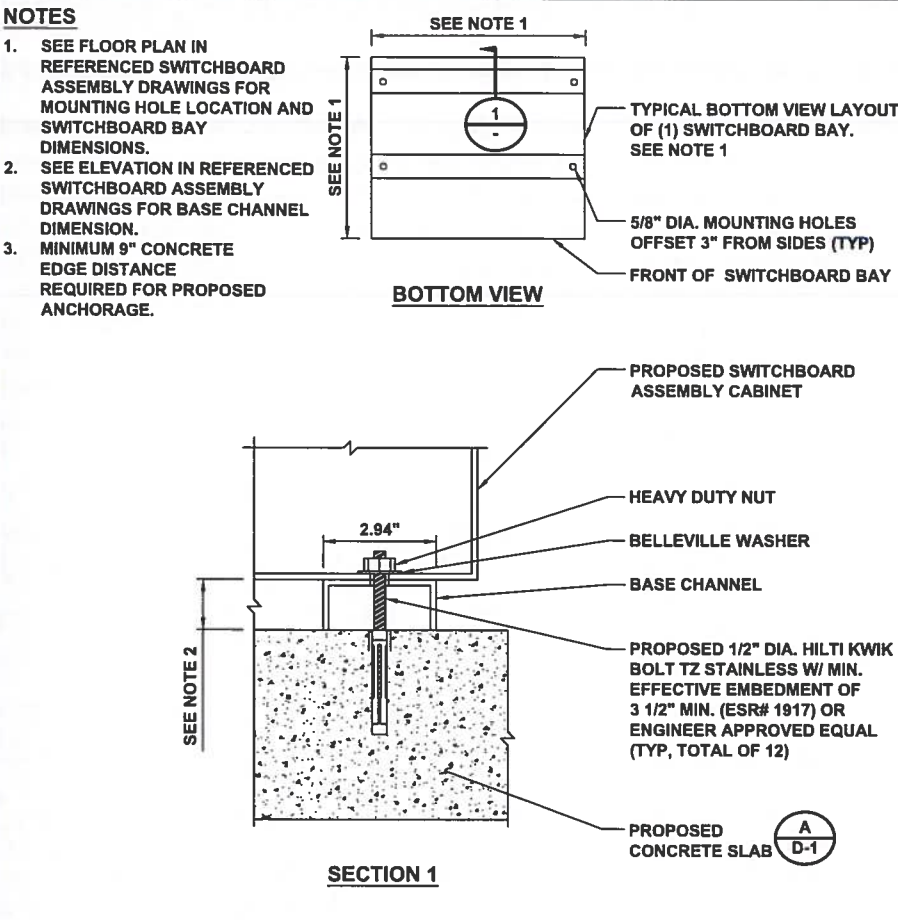


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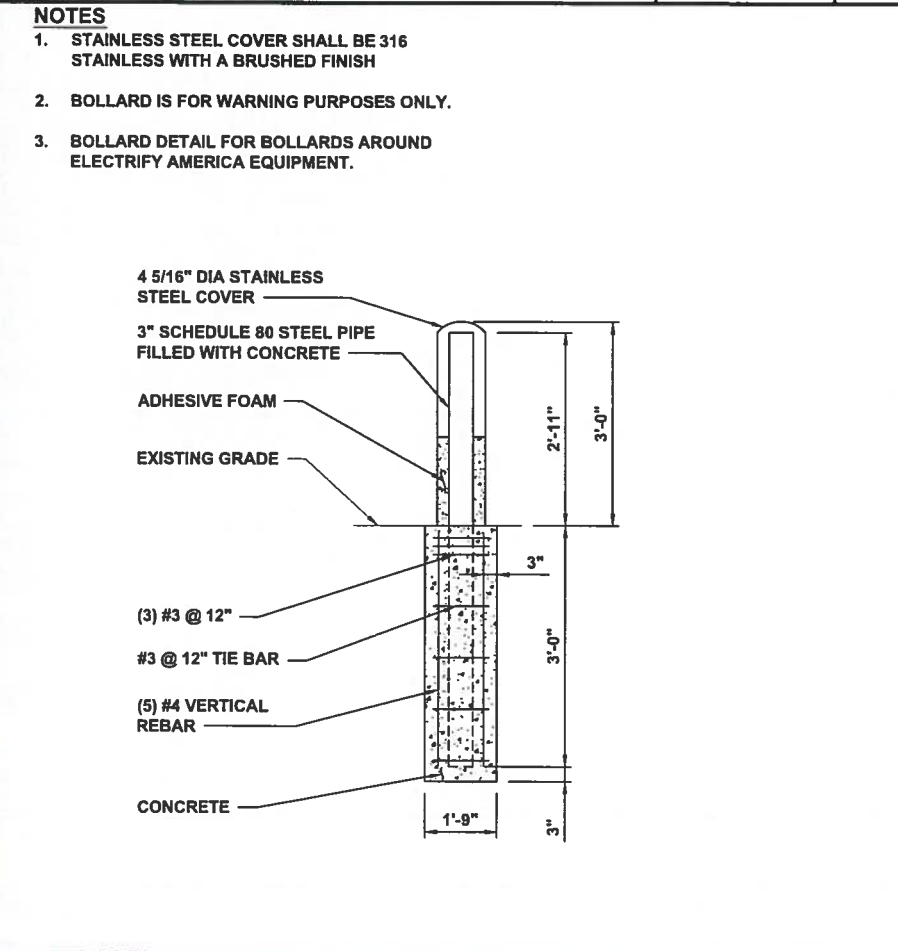
FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
ELECTRICAL PLAN

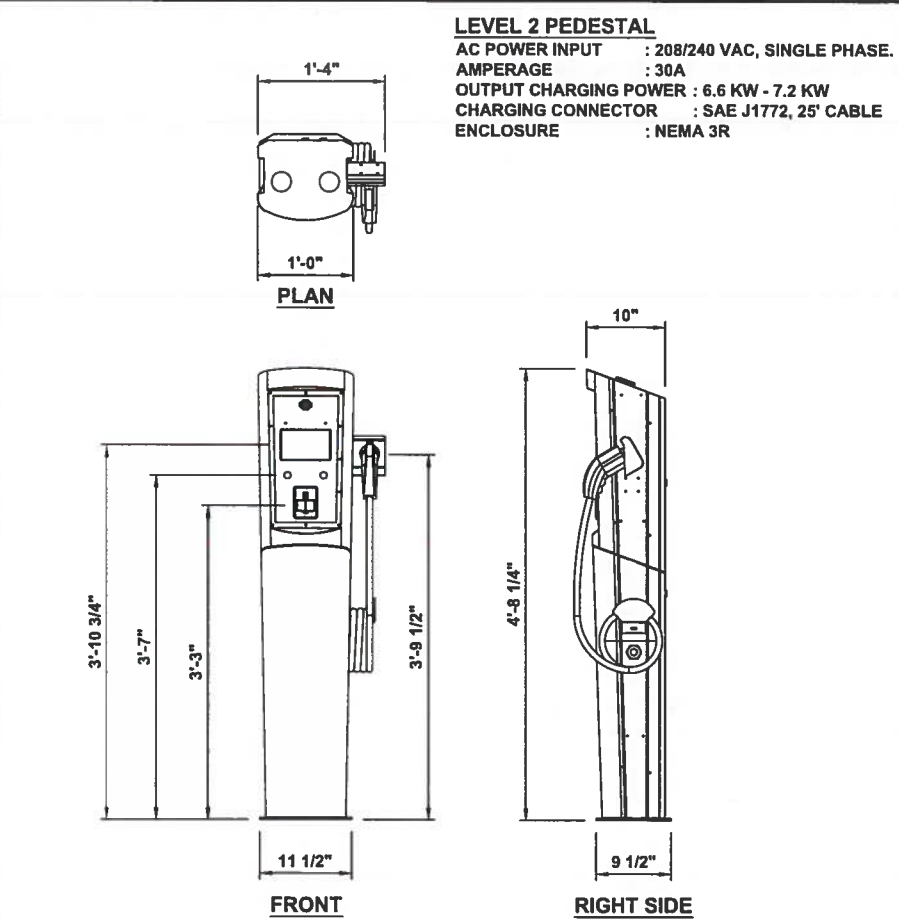
SHEET NUMBER
E-2



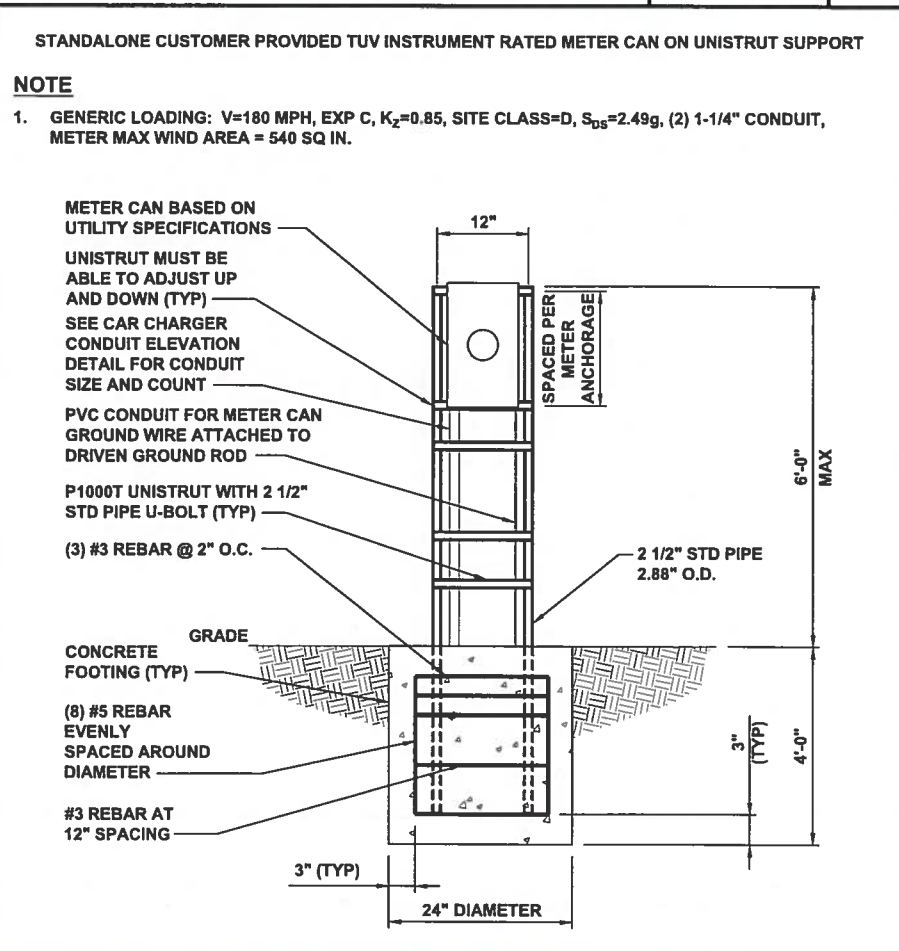
SWITCHBOARD MOUNTING DETAIL



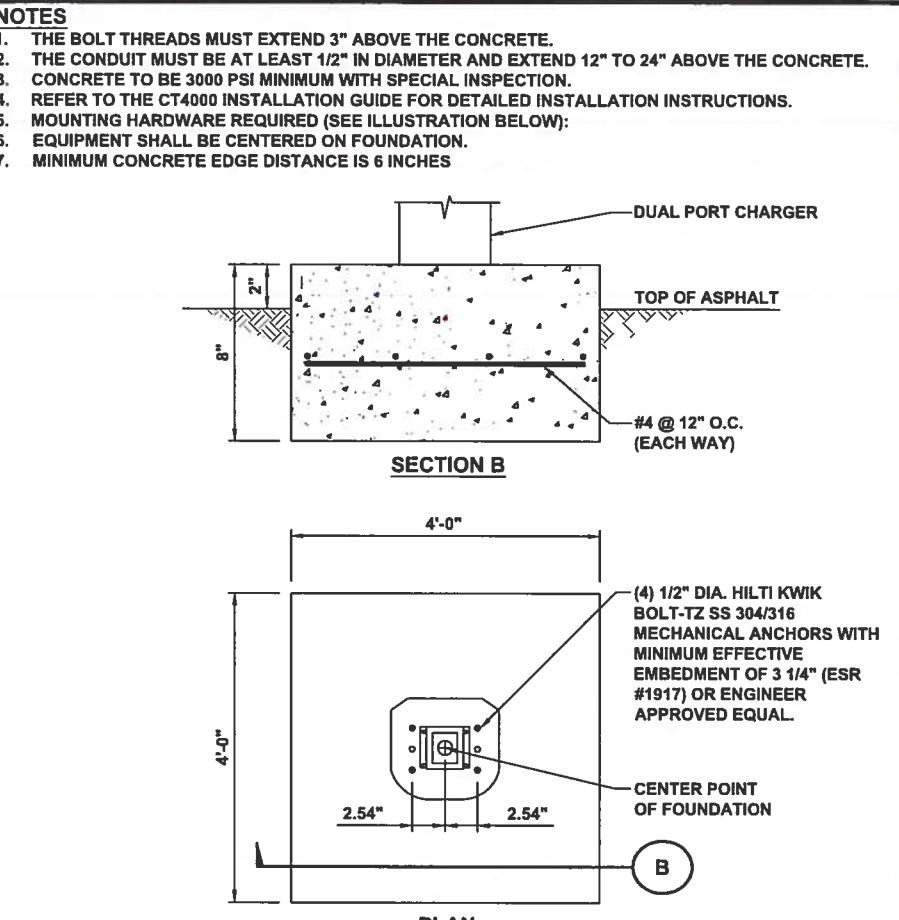
WARNING BOLLARD DETAIL



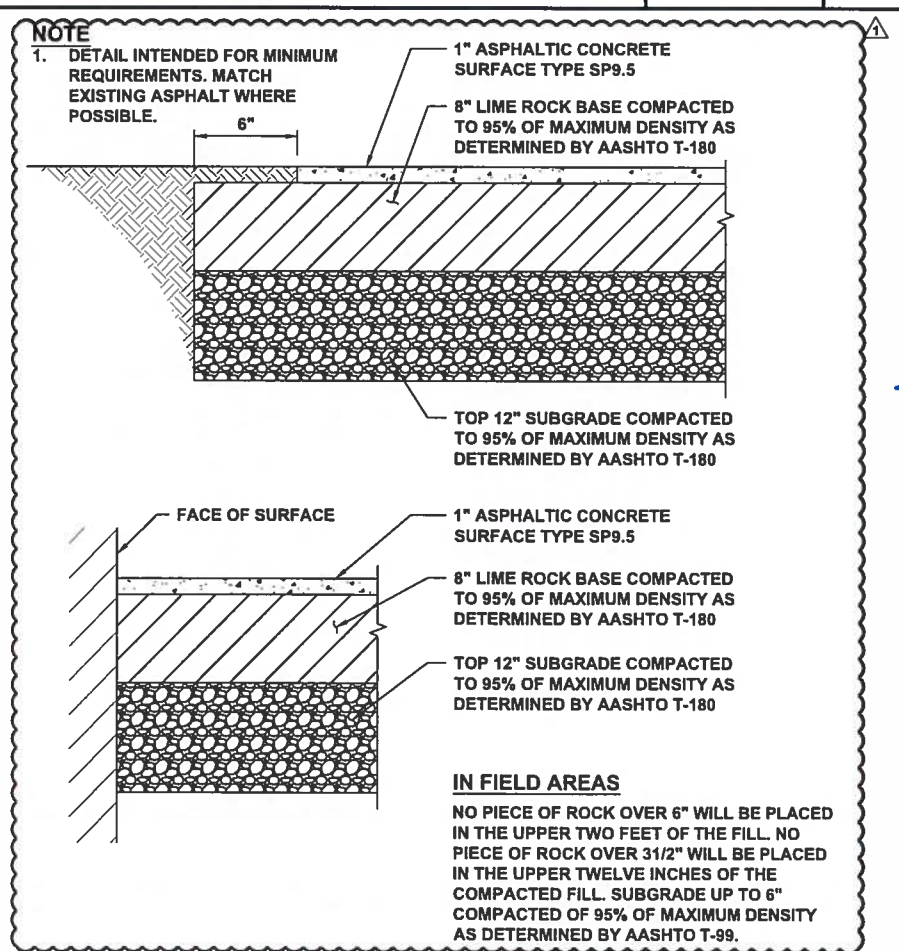
LEVEL 2 CHARGER



H-FRAME DETAIL



DUAL PORT LEVEL 2 CHARGER FOUNDATION DETAIL



ASPHALT DETAIL

electrify america

ELECTRIFY AMERICA, LLC.
2003 EDMUND HALLEY DRIVE
SUITE 200
RESTON, VIRGINIA 20191

BLACK & VEATCH

6800 W 115th ST, SUITE 2282
OVERLAND PARK, KS 66211
(913) 458-2000

ROBERT WOODS
PE# 84477

PROJECT NO: 197479
DRAWN BY: RSP
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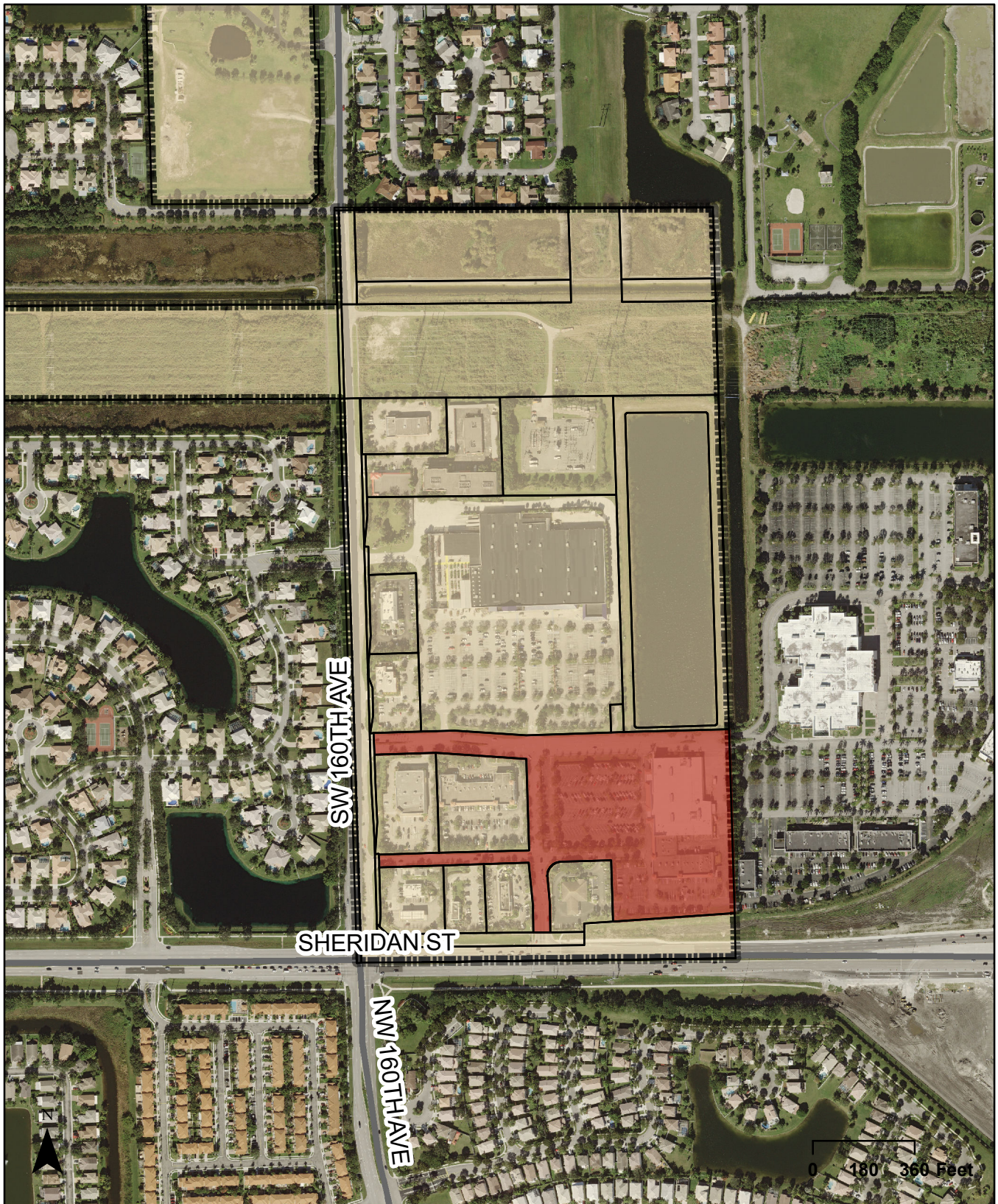
ROBERT WOODS
LICENSE
No 84477
7/19/18
STATE OF FLORIDA
PROFESSIONAL ENGINEER



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FL200089 SOUTHWEST RANCHES
COQUINA PLAZA
15801 SHERIDAN STREET
SOUTHWEST RANCHES, FL 33331

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
D-2



-  Subject Parcel | 15801 Sheridan ST
-  Southwest Ranches Boundary

Location Map | Electric Vehicle Charging Station
15801 Sheridan Street

Name 1	Name 2	Address
US RETAIL INCOME FUND VLP		400 INTERSTATE NORTH PKY #700
HOOVER FARMS LP		3000 SW 154 AVE
SOUTH BROWARD DRAINAGE DISTRICT		6591 SW 160 AVE
OPH/WESTON REALTY L C		2240 SW 70 AVE UNIT D
FLORIDA POWER & LIGHT CO		PO BOX 14000
U S RETAIL INCOME FUND V		400 INTERSTATE NORTH PKY #700
BANK OF AMERICA	% CORP REAL ESTATE ASSMT	101 N TRYON ST NC1-001-03-81
YSI XXXIX LLC	PTA-USI #721	PO BOX 320099
SOUTH BROWARD DRAINAGE DISTRICT		6591 SW 160 AVE
HOOVER FARMS L P		3000 SW 154 AVE
US RETAIL INCOME FUND VLP		400 INTERSTATE NORTH PKY #700
CURTIS JAMES INVESTMENTS		741 CENTRE VIEW BLVD
RANCHES AUTO CARE & TIRE INC	% BRIDGESTONE FIRESTONE/TAX	535 MARRIOTT DR 9 FL
ALMAR DEVELOPMENT LLC		12200 NW 7 ST
LOWES HOME CENTERS INC	% TAX DEPT NB3TA	PO BOX 1000
MCDONALD'S CORPORATION	% NCB INC	7301 SW 57 CT STE 520
US RETAIL INCOME FUND VLP		400 INTERSTATE NORTH PKY #700
SE PETRO ONE LLC		7014 A.C. SKINNER PKWY #290
MGT SOUTHWEST RANCHES LLC	% REAL ESTE PROPERTY TAX	PO BOX 1159

City	State	Zip
ATLANTA	GA	30339
DAVIE	FL	33331
SOUTHWEST RANCHES	FL	33331
DAVIE	FL	33317
JUNO BEACH	FL	33408
ATLANTA	GA	30339
CHARLOTTE	NC	28255
ALEXANDRIA	VA	22320
SOUTHWEST RANCHES	FL	33331
DAVIE	FL	33331
ATLANTA	GA	30339
CRESTVIEW HILLS	KY	41017
NASHVILLE	TN	37214
PLANTATION	FL	33325
MOORESVILLE	NC	28115
MIAMI	FL	33143
ATLANTA	GA	30339
JACKSONVILLE	FL	32256
DEERFIELD	IL	60015

IX_ROLL.FOLIO_	BCPA_TAX_ROLL.NAME_LINE_1	BCPA_TAX_ROLL.NAME_LINE_2
514004130060	US RETAIL INCOME FUND VLP	
514005010076	HOOVER FARMS LP	
514004130023	SOUTH BROWARD DRAINAGE DISTRICT	
514004130012	OPH/WESTON REALTY L C	
514004130020	FLORIDA POWER & LIGHT CO	
514004130010	U S RETAIL INCOME FUND V	
514004130021	BANK OF AMERICA	% CORP REAL ESTATE ASSMT
514004130015	YSI XXXIX LLC	PTA-USI #721
514004030011	SOUTH BROWARD DRAINAGE DISTRICT	
514004030110	HOOVER FARMS L P	
514004130011	US RETAIL INCOME FUND VLP	
514004130017	CURTIS JAMES INVESTMENTS	
514004130013	RANCHES AUTO CARE & TIRE INC	% BRIDGESTONE FIRESTONE/TAX
514004130016	ALMAR DEVELOPMENT LLC	
514004130014	LOWES HOME CENTERS INC	% TAX DEPT NB3TA
514004130030	MCDONALD'S CORPORATION	% NCB INC
514004130022	US RETAIL INCOME FUND VLP	
514004130050	SE PETRO ONE LLC	
514004130080	MGT SOUTHWEST RANCHES LLC	% REAL ESTE PROPERTY TAX

BCPA_TAX_ROLL.ADDRESS_LINE_1	BCPA_TAX_ROLL.CITY	TX_RO_TAX_ROLL	ZIP
400 INTERSTATE NORTH PKY #700	ATLANTA	GA	30339
3000 SW 154 AVE	DAVIE	FL	33331
6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331
2240 SW 70 AVE UNIT D	DAVIE	FL	33317
PO BOX 14000	JUNO BEACH	FL	33408
400 INTERSTATE NORTH PKY #700	ATLANTA	GA	30339
101 N TRYON ST NC1-001-03-81	CHARLOTTE	NC	28255
PO BOX 320099	ALEXANDRIA	VA	22320
6591 SW 160 AVE	SOUTHWEST RANCHES	FL	33331
3000 SW 154 AVE	DAVIE	FL	33331
400 INTERSTATE NORTH PKY #700	ATLANTA	GA	30339
741 CENTRE VIEW BLVD	CRESTVIEW HILLS	KY	41017
535 MARRIOTT DR 9 FL	NASHVILLE	TN	37214
12200 NW 7 ST	PLANTATION	FL	33325
PO BOX 1000	MOORESVILLE	NC	28115
7301 SW 57 CT STE 520	MIAMI	FL	33143
400 INTERSTATE NORTH PKY #700	ATLANTA	GA	30339
7014 A.C. SKINNER PKWY #290	JACKSONVILLE	FL	32256
PO BOX 1159	DEERFIELD	IL	60015



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
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 8/23/2018
SUBJECT: Entering into an Agreement with the Florida Department of Environmental Protection (FDEP) for Green Meadows Drainage Project

Recommendation

To place this item on the agenda for Council consideration and approval to enter into an agreement with FDEP for the design and construction of the Green Meadows Drainage Project.

Strategic Priorities

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

Background

The Town's legal team, lobbyists, and staff were successful in obtaining \$500,000 for critical infrastructure from the State budget. The Town must enter into an agreement with FDEP to begin the Drainage Improvements which must be completed before June 2021.

The Green Meadows Neighborhood is prone to flooding. The Town of Southwest Ranches identified this comprehensive drainage project in the Capital Improvement Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP). The TDP has been approved and

prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board. This project is also supported by the South Broward Drainage District.

The project will remove flood waters from roadways in the heavily travelled area of Southwest Ranches. It will provide critical drainage capacity for storm-water runoff, thereby reducing roadway flooding, property damage, and personal injury to motorists and pedestrians. The project includes furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

Fiscal Impact/Analysis

This project will impact the FY 2018-2019 Budget (\$250,000 Grant, no match) and the 2019-2020 Budget (\$250,000 Grant + \$100,000 Town Match). Funds will need to be made available in the Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). The total project cost is anticipated to be \$600,000, of which \$500,000 will be funded by FDEP.

Staff Contact:

Rod Ley, P.E., Town Engineer

Emily McCord, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Green Meadows Grant Resolution - TA Approved	8/17/2018	Resolution
FDEP Grant -Agreement	8/16/2018	Agreement

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) TO RECEIVE FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS DURING FISCAL YEAR 2019 AND FISCAL YEAR 2020; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Green Meadows drainage improvement project; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the Green Meadows drainage improvements; and

WHEREAS, the Green Meadows drainage improvements are specifically named in the FY 2018–2019 Proposed Town Budget and anticipated 2019–2020 Town Budget; and

WHEREAS, the State Legislature has appropriated Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to assist the Town in completing this project; and

WHEREAS, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

WHEREAS, to accept the State's funds, these improvements must be completed by June 2021; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter with matching funding committed to take place in FY 2019-2020.

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 accepts and approves an Agreement between the Town of Southwest Ranches and FDEP to receive Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to complete the Town's Green Meadows drainage improvements as outlined in the Agreement attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement 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 and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption with matching funding committed to take place in FY 2019-2020.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of August, 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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ or successor	Grantee's Grant Manager Name: _____ or successor
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

Evan Beitsch, DEP Grant Manager

Sandy Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

Attachment 1

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

Attachment 1

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

Attachment 1

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LP06013**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Southwest Ranches Green Meadows Drainage. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

No retainage is required under this Agreement.

12. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.

The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridadep.gov.

15. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Southwest Ranches Green Meadows Drainage

PROJECT LOCATION: The Project will be located in the Green Meadows Neighborhood within the Town of Southwest Ranches in Broward County. The project limits are bound by these four coordinates: Lat/Long northwest corner 26.06239, -80.369955; southwest corner 26.04407, -80.36955; northeast corner 26.062545, -80.362425; southeast corner 26.04407, -80.361375.

PROJECT BACKGROUND:

The Green Meadows Neighborhood is prone to flooding. The Town of Southwest Ranches (Grantee) identified this comprehensive drainage project in the Capital Improvement Element, which is shown on the Grantee's Tertiary Drainage Plan (TDP). The TDP has been approved and prioritized by both the Town Council and the Drainage and Infrastructure Advisory Board.

PROJECT DESCRIPTION: The project will remove flood waters from roadways in the heavily travelled area of Southwest Ranches. It will provide critical drainage capacity for storm-water runoff, thereby reducing roadway flooding, property damage, and personal injury to motorists and pedestrians. The project consists of excavation, construction of storm drainage pipe, construction of concrete catch basins and inlets with grates, grading, filling and street repair and repaving, and installation of swales and grass sodding.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task #1: Preconstruction Activities

Deliverables: The Grantee will complete a survey and design of the Southwest Ranches Green Meadows Drainage project and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #2: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #3: Construction

Deliverables: The Grantee will construct Southwest Ranches Green Meadows Drainage Project in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Presconstruction Activities	Contractual Services	\$30,000	07/01/2018	12/31/2020
2	Project Management	Contractual Services	\$5,000	07/01/2018	12/31/2020
3	Construction	Contractual Services	\$465,000	07/01/2018	12/31/2020
Total:			\$500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1595A	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

				Total Award	\$500,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP06013
Grantee Name:	
Grantee Address:	
Grantee's Grant Manager:	
Reporting Period:	
Project Number and Title:	

Provide the following information for all tasks and deliverables identified in the Grant Work Plan:

A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

Task #: Description: _____
Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06013 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. LP06013 Payment Request No. _____ Request
Date: _____

Grantee: _____
(Name & Mailing Address) Town of Southwest Ranches
13400 Griffin Rd. Southwest Ranches, FL 33330
Grantee's Grant Manager Emily Aceti

Task No(s). _____ Task Amount(s) Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**Engineer's Certification
of Payment Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project
(name of Grantee)
described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____:

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

PAYMENT REQUEST NUMBER: Number of payment request

REQUEST DATE: Date request is submitted

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

TASK NO.: This is the number of the task that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. **Do not enter anything in the shaded areas.**

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

ENGINEER'S CERTIFICATION: Must be signed by Professional Engineer when Construction is being requested for reimbursement.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.

Local Share or Other Funding or Amount Not Requested: Portion of invoice paid for by Grantee, that is not
2 being requested for reimbursement by this grant

Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice
3 Amount (1).

Deliverable Number: Must identify completed deliverable(s) for each invoice. If invoice covers multiple
deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not
4 applicable to that Task/Deliverable identified under (2).

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to **Water and Springs Restoration Program**. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Remit Payment Request by E-mail to: WSRP@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb 1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Proof of payment (copies of canceled checks, front and back or EFT verification)
- 5) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Evan Beitsch

evan.beitsch@floridadep.gov



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
Freddy Fisikelli, Vice Mayor
Steve Breitkreuz, 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: Anfrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/23/2018
SUBJECT: Authorizing Legal Action Against Rosenbauer

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

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

Background

Fiscal Impact/Analysis

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Authorizing Legal Action - Rosenbauer	8/14/2018	Resolution

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING ITS TOWN ATTORNEY TO COMMENCE LEGAL ACTION AGAINST ROSENBAUER AMERICA, AND/OR ITS RESPONSIBLE RELATED LEGAL ENTITY ("ROSENBAUER"), RELATING TO THE MAINTENANCE AND REPAIR ISSUES ASSOCIATED WITH ENGINE 82; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2012 Rosenbauer delivered Fire Engine 82, Model International 4400, VIN No.: 1HTMKAZR7DH408220 to the Town of Southwest Ranches; and

WHEREAS, since its delivery, Engine 82 has been fraught with problems including, but not limited to a defective engine that causes the vehicle to lose power; and

WHEREAS, the problems associated with Engine 82 often leaves this vehicle out of service, which jeopardizes the health, safety, and welfare of the Town's residents; and

WHEREAS, despite several attempts to get the vehicle repaired, Rosenbauer has sent the Town on a wild goose chase in an attempt to find the responsible party to make the necessary repairs; and

WHEREAS, at this point the Town is out of options and must seek legal redress to resolve this matter; and

WHEREAS, the Town Council desires its Town Attorney to commence the necessary legal action against Rosenbauer to resolve this matter.

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

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

Section 2. The Town Council hereby authorizes its Town Attorney to commence legal action against Rosenbauer America, and/or its responsible related legal entity, relating to the maintenance and repair issues associated with Engine 82.

Section 3. 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 23rd day of August, 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



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
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, 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: Keith Poliakoff, Town Attorney
DATE: 8/23/2018
SUBJECT: MIW - Davis

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

John Davis and Diana J. Davis (hereinafter "Davis") own the property located at 5210 SW 130th Avenue (the "Property"). To the South of the Davis property is a thirty foot road and drainage easement dedicated as part of the Reidenbach Plat, recorded in Plat Book 98, Page 31, of the Public Records of Broward County Florida. The thirty foot road and drainage easement is maintained by Davis.

In 2017, Davis applied to construct a garage on the Property. After meeting with the Town's Zoning Department, Davis was told that the garage could be placed within the Town's thirty foot road and drainage easement provided that Davis continued to maintain the easement, and provided that Davis signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney. The road and drainage easement adjacent to the Property is maintained by Davis.

The execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as

Exhibit “A”, satisfies the Zoning Department’s condition of approval.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Davis MIW Resolution	8/14/2018	Resolution
Davis MIW - Exhibit A	8/15/2018	Exhibit

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH JOHN DAVIS AND DINA J. DAVIS, TO ALLOW A GARAGE TO BE LOCATED SLIGHTLY WITHIN THE TOWN'S THIRTY FOOT ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, John Davis and Diana J. Davis (hereinafter "Davis") own the property located at 5210 SW 130th Avenue (the "Property"); and

WHEREAS, to the South of the Davis property is a thirty foot road and drainage easement dedicated as part of the Reidenbach Plat, recorded in Plat Book 98, Page 31, of the Public Records of Broward County Florida; and

WHEREAS, the thirty foot road and drainage easement is maintained by Davis; and

WHEREAS, in 2017, Davis applied to construct a garage on the Property; and

WHEREAS, after meeting with the Town's Zoning Department, Davis was told that the garage could be placed within the Town's thirty foot road and drainage easement provided that Davis continued to maintain the easement, and provided that Davis signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney; and

WHEREAS, the road and drainage easement adjacent to the Property is maintained by Davis; and

WHEREAS, this Resolution and the execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as Exhibit "A", satisfies the Zoning Department's condition of approval.

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

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

Section 2. The Town Council hereby approves the Maintenance, Indemnification and Work Agreement between the Town of Southwest Ranches and John Davis and Dina J. Davis, attached hereto and incorporated herein by reference as Exhibit "A".

Section 3. The Town Council hereby approves the garage to be constructed in the location indicated on the survey attached hereto as Exhibit "B", and waives any required setback to allow the garage to be placed in this location.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement 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 and proper to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of August, 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

Prepared by and return to:
Carol Capri Kalliche, Attorney at Law
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, FL 33301

Property ID: 5040 26 03 0010

Maintenance, Indemnification and Work Agreement

THIS MAINTENANCE, INDEMNIFICATION AND WORK AGREEMENT, (“Agreement”) is made and entered into this ____ day of July, 2018, by and between JOHN DAVIS and DIANA J. DAVIS (“Owner”) whose address is 5210 SW 130th Ave., Southwest Ranches, Florida 33330, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 (“Town”).

WITNESSETH:

WHEREAS, Owner owns, in fee simple, the tract of real estate situated in the Town of Southwest Ranches, Florida, described as:

Lot A, Reidenbach Plat according to the map or plat thereof, as recorded in Plat Book 98, Page 31, of the Public Records of Broward County, Florida, hereinafter referred to as “Owner Tract;” and

WHEREAS, Town has been granted a 30’ road and drainage easement across the southern portion of the Owner Tract through the Reidenbach Plat, recorded in Plat Book 98, Page 31, of the Public Records of Broward County, Florida, which tract is hereinafter collectively referred to as “Town Tract;” and

WHEREAS, Owner, at Owner’s expense, desires to construct a garage on a portion of the Town Tract (“Improvements”), as delineated in the attached Exhibit “A”; and

WHEREAS, Owner’s garage is either within the Town’s Tract or too close to the Owner’s Tract, which would necessitate approval by the Town Council; and

WHEREAS on August 23, 2018, the Town Council reviewed and approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. Town hereby grants Owner the right to construct and to maintain the Improvements over or adjacent to the Town Tract.

3. Aside as specifically specified herein, Owner agrees that the Improvements will conform with all requirements of the Town's Zoning Code and Code of Ordinances and Owner agrees to obtain all of the necessary permits and approvals for the construction of the Improvements.

4. Owner covenants that the Town Tract will remain unobstructed except for the Improvements described above.

5. Owner agrees to pay all costs and expenses of maintaining the Town Tract in good repair. The repairs and maintenance to be undertaken and performed shall include but not be limited to the keeping the surface level, free of holes, and obstructions.

6. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the Town Tract or to any workmen employed with respect to repair or maintenance under this Agreement, as well as any liability for damage to the Town Tract by any person or workman, as a result of or arising out of or under this Agreement, or in any way connected with the use of the Town Tract, shall be borne solely by the Owner and Owner agrees to indemnify, defend, protect same and hold Town harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which Town would be required to reply and/or defend.

7. Owner also agrees to indemnify Town against all liability for injury or damage to the Town Tract when such injury or damage shall result from, arise out of, or be attributable to the negligence, gross negligence, or intentional action of the Town including but not limited to a Town entity, contractee or assignee.

8. **Insurance:** Owner shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages for all acts, activities and omissions in any way arising out of the construction, maintenance or use of the Town Tract.

(A) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employers' Liability Act. Contractor's Liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. Owner agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. This provision, 8 (A), shall only be effective during such period(s) of time that Owner has engaged contractors to construct, maintain or improve the Town Tract.

(B) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$100,000 per person or \$200,000 per occurrence Combined Single Limit Bodily Injury & Property Damage Coverage. Moreover, Owner shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability: (i) Premises and Operations; (ii) Independent Contractors; and (iii) Builder's Risk. This provision, 8 (B), shall only be effective during such period(s) of time that Owner has engaged contractors for the construction and maintenance of the Improvements.

(C) Upon completion of construction of the Improvements, Owner shall secure and shall maintain, at its own cost and expense, and keep in effect during the full term of this Agreement, a policy of insurance, which must include the same minimum limits of liability set forth in Section 8(B) above, including coverage for all claims, losses or damages arising from or in connection with the Improvements, which shall name the Town as an additional insured. The insurance coverage required hereunder may be included in the Owner's homeowner's insurance policy.

8.1 UPON CONTRACT EXECUTION, OWNER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF OWNER UNDER THE AGREEMENT.

Insurance companies selected must be acceptable to Town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Town by certified mail.

8.2 These insurance requirements shall not relieve or limit the liability of Owner. Town does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Owner's interests or liabilities but are merely minimum requirements established by the Town's Administrator. Town reserves the right to require any other insurance coverage that Town deems necessary depending upon the risk of loss and exposure to liability.

8.3 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4 Owner shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

8.5 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town. Town shall provide written notice of occurrence within thirty (30) working days of Town's actual notice of such an event.

8.6 The Owner shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by Town.

8.7 Violation of the terms of Section 8 and its sub-parts shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

9. Owner warrants and represents that Owner has good and marketable fee simple title to the Owner Tract, and has the authority to enter into this Agreement.

10. Either party may enforce this instrument by appropriate action in the courts of Broward County, Florida, and the prevailing party in any such action shall be entitled to attorneys' fees and costs in all levels of trial.

11. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment and use with respect to the Town Tract for themselves, their heirs, assigns, successors, tenants, business invitees, licensees and the general public shall be carried out. The rule of strict construction shall not apply to this Agreement.

12. Notwithstanding anything to the contrary herein contained, if the Town Council finds that there is a public necessity that would require the termination of this Agreement, upon the unanimous vote of the Town Council, the Town may terminate this Agreement by providing the Owner thirty (30) day written notice and through the execution and recording of a document setting forth the date of such termination and executed by the Town. In the event of such termination, Owner shall immediately remove its encroachment and return the property to its original condition, at Owner's sole cost and expense. For purposes of this paragraph only, a public necessity shall be defined as impacting the health, safety, and welfare of the Town's residents.

13. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners or lessees of the Owner Tract, (or any portion thereof), their successors and assigns.

14. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof.

15. This Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES

OWNER SIGNATURE PAGE

WITNESSES:

Emily Cruz
EMILY CRUZ

Print name of witness

Lorene Seeler Young
LORENE SEELER YOUNG

Print name of witness

OWNER:

John Davis
John Davis

Diana J. Davis
Diana J. Davis

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 31st day of July, 2018, by John Davis and Diana J. Davis, who are personally known to me, or produced Valid drivers licenses as identification, and they did/did not take an oath.

My Commission Expires:

Lorene Seeler Young
Notary Public
LORENE SEELER YOUNG
Printed name of Notary

TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

ATTEST:

By: _____
Doug McKay, Mayor

Russell Muñiz, MBA, MPA, MMC
Town Clerk

By: _____
Andrew Berns, Town Administrator

Approved as to Form and Correctness

Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, or produced _____ as identification, and he/she did/did not take an oath.

My Commission Expires:

Notary Public

Printed name of Notary



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
Freddy Fisikelli, Vice Mayor
Steve Breitzkreuz, 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: Keith Poliakoff, Town Attorney
DATE: 8/23/2018
SUBJECT: MIW Williams

Recommendation

Town Council consideration for a motion to approve the resolution.

Strategic Priorities

A. Sound Governance

Background

Ray Williams and Reina Williams (hereinafter "Williams") own the property located at 4820 SW 134th Avenue. To the South of the Williams property is a road and drainage easement dedicated as part of the West Broward Christian Center Plat, recorded in Plat Book 136, Page 49, of the Public Records of Broward County Florida. The road and drainage easement adjacent to the Property is maintained by Williams.

In 2017, Williams applied to construct a detached garage on the Property. After meeting with the Town's Zoning Department, Williams was told that the garage could be placed within the Town's road and drainage easement provided that Williams continued to maintain the easement, and provided that Williams signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney. Williams accepted the Zoning Department's condition of approval and built the garage.

The execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as

Exhibit “A”, satisfies the Zoning Department’s condition of approval.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Williams MIW Reso	8/14/2018	Resolution
Williams MIW - Exhibit A	8/15/2018	Exhibit

RESOLUTION NO. 2018 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH RAY WILLIAMS AND REINA WILLIAMS, TO ALLOW A DETACHED GARAGE TO BE LOCATED WITHIN THE TOWN'S ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ray Williams and Reina Williams (hereinafter "Williams") own the property located at 4820 SW 134th Avenue (the "Property"); and

WHEREAS, to the South of the Williams property is a road and drainage easement dedicated as part of the West Broward Christian Center Plat, recorded in Plat Book 136, Page 49, of the Public Records of Broward County Florida; and

WHEREAS, the road and drainage easement adjacent to the Property is maintained by Williams; and

WHEREAS, in 2017, Williams applied to construct a detached garage on the Property; and

WHEREAS, after meeting with the Town's Zoning Department, Williams was told that the garage could be placed within the Town's road and drainage easement provided that Williams continued to maintain the easement, and provided that Williams signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney; and

WHEREAS, Williams accepted the Zoning Department's condition of approval and built the garage; and

WHEREAS, this Resolution and the execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as Exhibit "A", satisfies the Zoning Department's condition of approval.

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

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

Section 2. The Town Council hereby approves the Maintenance, Indemnification and Work Agreement between the Town of Southwest Ranches and Ray Williams and Reina Williams, attached hereto and incorporated herein by reference as Exhibit "A".

Section 3. The Town Council hereby approves the detached garage to be constructed in the location indicated on the survey attached hereto as Exhibit "B", and waives any required setback to allow the garage to be placed in this location.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement 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 and proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this 23rd day of August, 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

Prepared by and return to:
Lee Ann Tranford, Attorney at Law
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, FL 33301

Property ID: 5040 26 05 0070

Maintenance, Indemnification and Work Agreement

THIS MAINTENANCE, INDEMNIFICATION AND WORK AGREEMENT, (“Agreement”) is made and entered into this ____ day of August, 2018, by and between RAY WILLIAMS and REINA WILLIAMS (“Owner”) whose address is 4820 SW 134th Ave., Southwest Ranches, Florida 33330, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 (“Town”).

WITNESSETH:

WHEREAS, Owner owns, in fee simple, the tract of real estate situated in the Town of Southwest Ranches, Florida, described as:

Lot 7, West Broward Christian Center according to the map or plat thereof, as recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida, hereinafter referred to as “**Owner Tract;**” and

WHEREAS, Town owns, in fee simple, a right of way adjacent to the southern portion of the Owner Tract through West Broward Christian Center Plat, recorded in Plat Book 136, Page 49, of the Public Records of Broward County, Florida, which tract is hereinafter collectively referred to as “**Town Tract;**” and

WHEREAS, Owner, at Owner’s expense, desires to construct a detached garage on a portion of the Town Tract (“**Improvements;**”); and

WHEREAS, on August 23, 2018, the Town Council reviewed and approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

2. Town hereby grants Owner the right to construct and maintain the Improvements over the Town Tract.

3. Aside as specifically specified herein, Owner agrees that the Improvements will conform with all requirements of the Town's Zoning Code and Code of Ordinances and Owner agrees to obtain all of the necessary permits and approvals for the construction of the Improvements.

4. Owner covenants that the Town Tract will remain unobstructed except for the Improvements described above.

5. Owner agrees to pay all costs and expenses of maintaining the Town Tract in good repair. The repairs and maintenance to be undertaken and performed shall include but not be limited to the keeping the surface level, free of holes, and obstructions.

6. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the Town Tract or to any workmen employed with respect to repair or maintenance under this Agreement, as well as any liability for damage to the Town Tract by any person or workman, as a result of or arising out of or under this Agreement, or in any way connected with the use of the Town Tract, shall be borne solely by the Owner and Owner agrees to indemnify, defend, protect same and hold Town harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which Town would be required to reply and/or defend.

7. Owner also agrees to indemnify Town against all liability for injury or damage to the Town Tract when such injury or damage shall result from, arise out of, or be attributable to the negligence, gross negligence, or intentional action of the Town including but not limited to a Town entity, contractee or assignee.

8. **Insurance:** Owner shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages for all acts, activities and omissions in any way arising out of the construction, maintenance or use of the Town Tract.

(A) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employers' Liability Act. Contractor's Liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. Owner agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. This provision, 8 (A), shall only be effective during such period(s) of time that Owner has engaged contractors to construct, maintain or improve the Town Tract.

(B) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$100,000 per person or \$200,000 per occurrence Combined Single Limit Bodily Injury & Property Damage Coverage. Moreover, Owner shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability: (i) Premises and Operations; (ii) Independent Contractors; and (iii) Builder's Risk. This provision, 8 (B), shall only be effective during such period(s) of time that Owner has engaged contractors for the construction and maintenance of the Improvements.

(C) Upon completion of construction of the Improvements, Owner shall secure and shall maintain, at its own cost and expense, and keep in effect during the full term of this Agreement, a policy of insurance, which must include the same minimum limits of liability set forth in Section 8(B) above, including coverage for all claims, losses or damages arising from or in connection with the Improvements, which shall name the Town as an additional insured. The insurance coverage required hereunder may be included in the Owner's homeowner's insurance policy.

8.1 UPON CONTRACT EXECUTION, OWNER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF OWNER UNDER THE AGREEMENT.

Insurance companies selected must be acceptable to Town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Town by certified mail.

8.2 These insurance requirements shall not relieve or limit the liability of Owner. Town does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Owner's interests or liabilities but are merely minimum requirements established by the Town's Administrator. Town reserves the right to require any other insurance coverage that Town deems necessary depending upon the risk of loss and exposure to liability.

8.3 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4 Owner shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

8.5 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as

an additional named insured shall not apply to Town. Town shall provide written notice of occurrence within thirty (30) working days of Town's actual notice of such an event.

8.6 The Owner shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by Town.

8.7 Violation of the terms of Section 8 and its sub-parts shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

9. Owner warrants and represents that Owner has good and marketable fee simple title to the Owner Tract, and has the authority to enter into this Agreement.

10. Either party may enforce this instrument by appropriate action in the courts of Broward County, Florida, and the prevailing party in any such action shall be entitled to attorneys' fees and costs in all levels of trial.

11. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment and use with respect to the Town Tract for themselves, their heirs, assigns, successors, tenants, business invitees, licensees and the general public shall be carried out. The rule of strict construction shall not apply to this Agreement.

12. Notwithstanding anything to the contrary herein contained, if the Town Council finds that there is a public necessity that would require the termination of this Agreement, upon the unanimous vote of the Town Council, the Town may terminate this Agreement by providing the Owner thirty (30) day written notice and through the execution and recording of a document setting forth the date of such termination and executed by the Town.

13. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners or lessees of the Owner Tract, (or any portion thereof), their successors and assigns.

14. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof.

15. This Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

WITNESSES:

Luz B. Montes
Luz B. MONTES
Print name of witness

Yamir H. Montes
Yamir H. Montes
Print name of witness

OWNER:

Ray Williams
RAY WILLIAMS

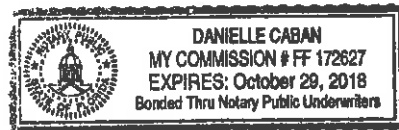
Reina Williams
REINA WILLIAMS

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 6th day of August, 2018, by RAY WILLIAMS and REINA WILLIAMS, who are personally known to me, or produced _____ as identification, and they did/did not take an oath.

My Commission Expires:
October 29, 2018

Danielle Caban
Notary Public
Danielle Caban
Printed name of Notary



TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

ATTEST:



Russell Muñiz, MBA, MPA, MMC
Town Clerk

By:


Doug McKay, Mayor

By:


Andrew Berns, Town Administrator

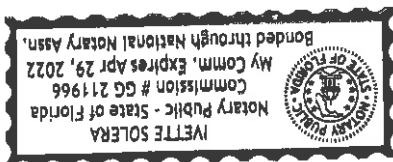
Approved as to Form and Correctness

Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 7th day of Aug., 2018, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, or produced _____ as identification, and he/she did/did not take an oath.

My Commission Expires:





Notary Public

Ivette Solera

Printed name of Notary

114976957.1

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 26, 2018

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Freddy Fisikelli

Council Member Steve Breitreuz

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:10 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Recognition of Davie Fire Chief Julie Downey - FFCA 2018 Fire Chief of the Year

Davie Fire Chief Julie Downey was recognized by the Town Council for being named the Florida Fire Chief's Association Fire Chief of the Year for 2018.

4. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, Mary Gay Chaples, and Bob Hartmann.

5. Board Reports

Mary Gay Chaples, Chair of the Recreation, Forestry, and Natural Resources Advisory Board, advised that the developers who were bringing fill into the Town-owned 5 acres at Calusa Corners were keeping the site clean. She advised that the drainage project at Southwest Meadows Sanctuary was underway. She also spoke of the impending grand opening of Gary Poliakoff Founders Park. Lastly she advised that the ballfields at Country Estates Park appear to be in good shape but wished to walk it to make sure the issues with rocks was no longer an issue.

George Morris, Chair of the Comprehensive Planning Advisory Board, advised of the recent appointment of officers within the Board. He advised that he was appointed Chair, Bob Hartmann was appointed Vice Chair, and Josh Dykes was appointed Recording Secretary. Regarding the Nursery Operations ordinance that Council wished to consider, he asked that the Board be granted more time to deliberate. Council agreed that more time be granted.

6. Council Member Comments

Council Member Jablonski recognized the photo contest winners and pointed to the display in Council Chambers. He advised the Budget Workshop would be held on August 21st at 7 pm. He also promoted the following upcoming Town events including Bingo at the Barn on August 11th, Broward County Property Appraiser Outreach on August 20th and Household Hazardous Waste at the Park on September 8th and the DMV FLOW program at Town Hall on August 23rd.

Council Member Schroeder offered her condolences to David Kuczenski and his family on the loss of his father. She spoke of a recent conversation she had with Representative Katie Edwards regarding the proposed nursery operations ordinance and she objected to some portions of it and therefore she supported the Comprehensive Planning Advisory Board taking all of the time needed to get it right before Town Council consideration.

Council Member Breitzkreuz spoke about the upcoming Charter amendments that will be decided upon by Town voters in November. He indicated his support for the ballot measures. He indicated that the first measure would change the current requirement of a simple majority to sell or lease for a long term, Town owned property. If the amendment is approved the requirement would be changed to require a unanimous vote of the Town Council and then approval by Town voters of the sale or long-term lease. The second measure would require a unanimous vote of the Town Council for land use changes. He explained that the current requirement for land use changes was four votes of the Town Council. He felt these two amendments were essential for the future preservation of the Town as they would help to control density and commercial development.

Vice Mayor Fisikelli spoke of bulk pickup. He indicated his service has been excellent, but recognized that other residents experienced some service issues. He suggested that the Town look at the schedule again and perhaps could modify it to address the service concerns raised.

Mayor McKay indicated that he attended the award ceremony for Chief Downey and enjoyed the event. He also spoke of the Charter amendments but indicated that he did not support these measures. He felt that these measures would give a single Council Member too much control. He indicated that there would be two candidates vying to fill Council Member Breitzkreuz' seat in November. He congratulated Council Member Jablonski for being reelected without opposition.

Council Member Schroeder spoke of the mail ballot she recently received for the August primary. She asked if the Town could acquire a sample ballot so people could review it prior to Election Day. She spoke of the November Charter amendments and also indicated she did not support them. She felt that they could restrict who a property owner could sell property to. She believed that one vote could stop the will of the people. Council Member Breitzkreuz disagreed and felt her assertions were not accurate. He clarified that the amendments would not affect who private property owners could sell their property to, the amendments only affected Town owned property. He responded to comments made earlier that the amendments would keep issues away from the residents. He disagreed and believed that the process allows for resident input along every step and would also require the residents to approve the sale or long-term lease of Town owned property via a referendum.

Council Member Schroeder felt the requirement of a unanimous vote was "overkill." She believed that it allowed one Council Member to take away the residents' right to have a say on what should be done with future land use decisions and Town owned property.

Council Member Jablonski read the ballot questions verbatim. He felt that the language was very clear and he did not believe that it took away any rights from residents. Mayor McKay disagreed

and argued that the Council could vote and the residents would never get to vote on the item. Council Member Breitzkreuz disagreed and indicated that currently the Town could sell property on a 3-2 vote and the public would have no further say. The amendment would require a 5-0 vote for the sale of Town property and then the residents would also have to vote in favor in order for the sale to be completed. He felt that for something so critical as the sale or long-term lease of Town property it was important to have a unanimous vote requirement. Council Member Jablonski asked Town Attorney Poliakoff to clarify the ballot questions. Town Attorney Poliakoff recalled that the ordinance authorizing the ballot questions was approved in 2017. He summarized that when the Town owns property for preservation purposes it would require a unanimous vote to sell or for leases longer than 10 years. If the vote is unanimous the issue would be scheduled for an election and would be subject to an affirmative majority vote of the Town's electors to be approved. The second ballot question would require a unanimous vote of the Town Council for all land use changes on all properties in the Town. Therefore, rezonings, variances, and other land use changes would require a unanimous vote of the Town Council whereas the current requirement is a supermajority vote (4 votes).

7. Legal Comments

Town Attorney Poliakoff indicated that he had met with the Broward County Office of Inspector General (OIG). They have conducted an audit over the past two years of Town purchases over a seven year period that represented more than \$90 million worth of transactions. The audit will indicate that the Town may have overpaid invoices associated with our waste contract to Sun Bergeron/LGL. He advised that the audit would be concluded soon and he believed that their findings will indicate that the Town was wrongfully billed \$60-\$80K, and approximately \$20K was incorrectly billed to commercial accounts. The Town was already withholding \$68K from the final bill from the vendor. Therefore, any potential exposure to the Town was minimal. He also provided an update on a case between Pembroke Pines and Wesley Clark and indicated that Pembroke Pines attempted to include the Town in the lawsuit. In the CCA case, he provided an update on which Pines residents were on the list to be deposed. Lastly, regarding the Nursery Operations ordinance he indicated he wanted to review it further. He wanted to bridge together the interests of the true nursery operators operating as wholesalers and those who wished to turn their establishments into a more expansive retail establishment. He felt that the Town Code needed to be more refined to more clearly define these two types of nurseries.

8. Administration Comments

Town Administrator Berns offered no comments.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT WITH ONSOLVE INTERMEDIATE HOLDING COMPANY D/B/A ONSOLVE, LLC; PROVIDING FOR TELECOMMUNICATIONS, TEXT, EMAIL AND OTHER SOCIAL MEDIA COMMUNICATIONS TO TOWN RESIDENTS AND BUSINESSES AT A COST OF \$3,800 PER YEAR FOR A ONE (1) YEAR TERM WITH THE OPTION OF EXTENDING UP TO FOUR ADDITIONAL ONE-YEAR TERMS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2019; AND DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE PRELIMINARY FIRE SERVICES ASSESSMENT RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; INCORPORATING THE FIRE PROTECTION ASSESSMENT REPORT; PROVIDING FOR LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE RATE OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY;

AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. Adjournment - Meeting was adjourned at 9:10 PM.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 23RD day of August, 2018.*

Doug McKay, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES

THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.