



Southwest Ranches Town Council

REGULAR MEETING
Agenda of January 28, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Bob Hartmann		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Waste Pro - Solid Waste Update - Rod Ley, Public Works Director**
- 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**

Ordinance - 2nd Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO REPEAL THE RESIDENTIAL MEDIUM DENSITY LAND USE CATEGORY; AMENDING THE TEXT OF THE HOUSING ELEMENT TO REVISE RELATED POLICIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-5) {Approved on First Reading October 22,**

2020}

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 110, "CONCURRENCY REVIEW," SECTION 110-111, "PUBLIC SCHOOL CONCURRENCY" OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO UPDATE REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading October 22, 2020}
11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE PUBLIC SCHOOL FACILITIES AND CAPITAL IMPROVEMENT ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO UPDATE THE LEVEL OF SERVICE STANDARD FOR PUBLIC SCHOOL FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-6) {Approved on First Reading October 22, 2020}
12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE GREENWAYS PLAN MAP AND RELATED POLICIES IN THE RECREATION AND OPEN SPACE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-7) {Approved on First Reading October 22, 2020}
13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2021-2025 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading November 19, 2020}

Ordinance - 1st Reading

14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3)

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF

SOUTHWEST RANCHES, FLORIDA, OPPOSING ANY EFFORTS TO MODIFY THE SHERIDAN STREET AND VOLUNTEER ROAD (SW 148TH AVENUE) INTERSECTION TO INSTALL A LEFT TURN LANE FROM EASTBOUND SHERIDAN STREET ONTO NORTHBOUND 148TH AVENUE; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO MAYOR GELLER, AND THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CALVIN GIORDANO AND ASSOCIATES, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$2,223.00) TO CRIMSON TECHNOLOGY PRODUCTS FOR THE PURCHASE OF A LASER UNIT FOR THE TOWN OF SOUTHWEST RANCHES POLICE DEPARTMENT; AUTHORIZING THE USE OF FORFEITURE FUNDS FOR THIS PURCHASE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED AND FOUR DOLLARS AND ZERO CENTS \$34,904.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET FOR MACHINERY AND EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

19. Annual Review of Charter Officials
20. Approval of Minutes
 - a. August 27, 2020 Regular Meeting
 - b. September 24, 2020 Regular Meeting
21. 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
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(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
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Jim Allbritton, Council Member
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David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/28/2021
SUBJECT: ORDINANCE ELIMINATING THE MEDIUM (16) RESIDENTIAL LAND USE CATEGORY

Recommendation

The proposed Ordinance is transmitted by the Comprehensive Plan Advisory Board with a recommendation that the Town Council approve the proposed Ordinance on first reading and adopt it on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Town Council determined in February of this year that the Medium (16) Residential was incompatible with the Town's rural land uses and land use designations, and acted to change the land use of the only parcel having this designation.

The Comprehensive Plan Advisory Board subsequently recommended repealing the Medium (16) designation and transmitted the proposed Ordinance to the Council. The Ordinance repeals the Medium (16) category and amends a portion of two related Housing Element policies.

Fiscal Impact/Analysis

Not Applicable.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Repealing Medium Density LU Category - TA Approved	1/15/2021	Ordinance

ORDINANCE NO. 2021 -XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO REPEAL THE RESIDENTIAL MEDIUM DENSITY LAND USE CATEGORY; AMENDING THE TEXT OF THE HOUSING ELEMENT TO REVISE RELATED POLICIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-5)

WHEREAS, the Future Land Use Element of the adopted comprehensive plan provides a Medium Density Residential 16 du/ac land use category ("Medium 16 Category"); and

WHEREAS, the Medium 16 Category is incompatible and not consistent with existing and planned densities within the Town; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds that the amendment furthers the rural lifestyle and character upon which the Town was founded.

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

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

Section 2: Amendment to FLUE Part II. Part II of the Future Land Use Element is hereby amended to repeal the Medium Density (16) Residential land use category.

~~15. MEDIUM DENSITY (16) RESIDENTIAL LAND USE CATEGORY~~

~~The primary uses permitted in areas designated for Medium density (16) on the Town's Future Land Use Map are as follows:~~

- A. ~~Multi family housing to serve the needs if the Town's current and future very low income, low income, moderate income and affordable income families.~~
- B. ~~Home occupations and other normally accessory to a dwelling unit.~~
- C. ~~Parks and other outdoor recreational facilities, and recreational, civic, or other cultural buildings ancillary to the primary outdoor recreational use of the site.~~
- D. ~~Community facilities designed to serve the community consistent with the uses included in Section 2, Permitted Uses in Future Land Use Categories, Subsection 11, Utilities Use.~~
- E. ~~Utilities facilities designed to serve the community consistent with the uses included in Section 2, Permitted Uses in Future Land Use Categories, Subsection 11, Utilities Use.~~
- F. ~~Agricultural uses.~~
- G. ~~Neighborhood offices or services, subject to the review and approval requirements of Broward County's Comprehensive Plan Policy 13.01.10 as amended in November, 2002 and the following limitations and provisions:~~
 - 1. ~~No more than a total of five (5%) percent of the area designated for residential use on the Town's Future Land Use Map with the Town's Flexibility Zone 117 may be for neighborhood offices and/or services.~~
 - 2. ~~The maximum size of contiguous areas used for neighborhood offices and/or services may exceed ten (10) acres.~~
 - 3. ~~Regardless of the above constraints, space within residential buildings may be used for offices, as long as no more than 50% of the floor area is used for offices.~~

Section 3: Amendment to Housing Element. The Housing Element is hereby amended as follows:

* * *

HE POLICY 1.1-a: The Town shall utilize the following principles and criteria to guide the location of affordable housing for the very low, low and moderate income households, mobile homes, group homes and foster care facilities, households with special needs including those with AIDS:

- A. Locate affordable housing along Trafficways.
- B. Locate affordable housing proximate to employment centers.
- C. Ensure that adequate infrastructure and public facilities are available to support affordable housing development.
- D. Ensure residential land is available on the Town's Future Land Use Map (FLUM) ~~at adequate densities up to 16 units per acre~~ to support affordable housing development.

HE POLICY 1.1-b: Within 6 months after the Shimberg Center at the University of Florida has completed an Affordable Housing Needs Assessment (AHNA) for the Town using updated data from the 2010 Census, the Town shall update the Housing Element as follows:

- A. Incorporate data from the 2010 Census and the AHNA the Housing Study necessary to complete all charts, and tables.
- B. Revise and adopt in the Town's Comprehensive Plan those Goals, Objectives and Policies, after (AHNA) has been completed necessary to implement the above new information.
- C. Review and revise as necessary the Town's established principles and criteria (adopted in HE Policy 1.1-a) above) guiding the location for very-low income, low income and moderate income households, manufactured homes, group homes and foster care facilities, households with special needs including rural and farm worker households.
- D. Based upon the AHNA evaluation described in Section A above, the Town shall either execute an Interlocal Agreement with a neighboring jurisdiction or implement an optional solution such as job training or job creation to satisfy the Town's affordable housing needs per Rule 9J-5.010 (3) (c) 8, FAC.
- E. Designate sufficient sites ~~at sufficient densities~~ within the Town's jurisdiction to accommodate the need for affordable housing over the planning time frame. If the Town seeks to enter into an Interlocal Agreement with another Municipality pursuant to 9J-5.010 (3) (c) (10) FAC, the Town shall prepare and submit data and analysis with future amendments to its Housing Element demonstrating consistency with Florida Statute 163, Part II, and Rule Chapter 9J-5.

Section 4: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

Section 5: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element text subsequent to the effective date of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this ___ day of _____, 2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of ____, 2020, on a motion made by _____ and seconded by _____.

(Signatures on the Following Page)

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37601854.1

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/28/2021
SUBJECT: ORDINANCE AMENDING ULDC FOR SCHOOL CONCURRENCY

Recommendation

Staff recommends the Town Council approve the Ordinance on first reading and adopt on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

In October, 2017 the Town Council passed Resolution No. 2018-006 supporting a change to the level of service standard ("LOS") for public schools. The LOS determines the method used to measure the capacity of schools for the purpose of school concurrency. Subsequently, the Mayor executed the Third Amended and Restated Interlocal Agreement For Public School Facility Planning ("ILA") in November, 2017 containing the new LOS standard and agreeing to amend the Town's plan to reflect the new standard.

The ILA requires that all parties to the agreement update their comprehensive plans and land development regulations with the new LOS. The proposed Ordinance amends the level of service standard for public schools in the ULDC to conform with the ILA and amended Comprehensive Plan .

Fiscal Impact/Analysis

Not Applicable.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Public School Concurrency ULDC - TA Approved	1/15/2021	Ordinance

ORDINANCE NO. 2021 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 110, "CONCURRENCY REVIEW," SECTION 110-111, "PUBLIC SCHOOL CONCURRENCY" OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO UPDATE REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Third Amended and Restated Interlocal Agreement for Public School Facility Planning in Broward County ("ILA"), to which the Town is a signatory, established a new district-wide Level of Service ("LOS") Standard for the purpose of administering public school concurrency; and

WHEREAS, all signatories are required to amend their comprehensive plans and land development regulations consistent with the new LOS Standard; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds the amendment complies with the ILA and amended Comprehensive Plan.

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

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

Section 2: ULDC Amendment. ULDC Article 110, "Concurrency Review," is hereby amended as follows:

Sec. 110-111. - Public school concurrency.

* * *

Key: Underlined text is added and ~~stricken~~ text is deleted.

(B) *Applications subject to a public school concurrency determination.*

- (1) The town shall not approve an application for a plat, replat, plat note amendment, or any site plan with a residential component (hereafter referred to as "application[s]") that generates one (1) or more students, or is not exempt or vested from the requirements of public school concurrency, until the school board has reported that the school concurrency requirement has been satisfied. Residential development of up to four (4) single-family residences exempted in subsection ~~170-010(13)~~120-010(B) from the site plan approval requirement shall constitute a site plan for the purpose of this section.

* * *

(F) *Level of service standards.*

- (1) School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).~~The level of service standard (LOS) shall be one hundred (100) percent of gross capacity (with relocatable classrooms) for each concurrency service area until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be one hundred and ten (110) percent of permanent FISH capacity.~~
- (2) School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.
- (3) The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements contained in the effective five-year adopted District Educational Facilities Plan (DEFP).

* * *

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Key: Underlined text is added and ~~stricken~~ text is deleted.

Section 5: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect upon the effective date of Ordinance No. ____ (Plan Amendment Application No. PA-20-6).

PASSED ON FIRST READING this ____ day of _____, 2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of ____, 2020, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37601761.1

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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/28/2021
SUBJECT: Public School Level of Service Comprehensive Plan Amendment

Recommendation

Staff recommends the Town Council approve the proposed Ordinance on first reading and adopt on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

In October, 2017 the Town Council passed Resolution No. 2018-006 supporting a change to the level of service standard (“LOS”) for public schools. The LOS determines the method used to measure the capacity of schools for the purpose of school concurrency. Subsequently, the Mayor executed the Third Amended and Restated Interlocal Agreement For Public School Facility Planning (“ILA”) in November, 2017 containing the new LOS standard and agreeing to amend the Town’s plan to reflect the new standard.

The ILA requires that all parties to the agreement update their comprehensive plans and land development regulations with the new LOS. The proposed Ordinance amends the level of service standard for public schools in the Comprehensive Plan to conform with the ILA.

Fiscal Impact/Analysis

Not Applicable

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - LOS Public School Facilities - TA Approved	10/14/2020	Ordinance

ORDINANCE NO. 2021 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE PUBLIC SCHOOL FACILITIES AND CAPITAL IMPROVEMENT ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO UPDATE THE LEVEL OF SERVICE STANDARD FOR PUBLIC SCHOOL FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-6)

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") approved the Third Amended and Restated Interlocal Agreement for Public School Facility Planning in Broward County ("ILA") on November 9, 2017, pursuant to Resolution No. 2018-006; and

WHEREAS, the ILA, to which the Town is a signatory, established a new district-wide Level of Service ("LOS") Standard for the purpose of administering public school concurrency; and

WHEREAS, all signatories are required to amend their comprehensive plans and land development regulations consistent with the new LOS Standard; and

WHEREAS, the Town Council, sitting as the Local Planning Agency of the Town of Southwest Ranches, recommended approval of the amendment after conducting a duly noticed public hearing on October 22, 2020.

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

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

Section 2: PSFE Amendment. That Policy 1.2-c of the Public School Facilities Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

PSFE Policy 1.2-c: The adopted level of service standard shall be as follows: ~~100 percent of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS~~

~~for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle and high school.~~

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Section 3: CIE Amendment. That Policy 1.2-b of the Capital Improvement Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

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

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Section 4: Transmittal. That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

Key: Underlined text is added and ~~stricken~~ text is deleted.

Section 5: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this __ day of _____, 2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of _____, 2021, on a motion made by _____ and seconded by _____.

Breitkreuz	_____	Ayes	_____
Hartmann	_____	Nays	_____
Allbritton	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Kuczenski	_____		

(Signatures on Following Page)

Steve Breitzkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37601658.1



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/28/2021
SUBJECT: ORDINANCE AMENDING GREENWAYS MAP AND POLICIES

Recommendation

Staff recommends the Town Council approve the proposed Ordinance on first reading and adopt it on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

The Town's Greenways Map was recently updated by Town staff in coordination with the Recreation, Forestry and Natural Resources Advisory Board to add several trail alignments listed below, all of which were reviewed by CPAB and Town Council, but not made part of a formal Ordinance amending the Comprehensive Plan until now. The Ordinance also strengthens several policies relating to establishment of Greenways.

1. Connected Country Estates Park to SW 184th.

2. Trail north of Palomino in ROW from SW 148th east to Town boundary.
3. Trail from new Palomino Trail south to Stirling Road in ROW.
4. Trail through Masters Academy to Griffin Road.
5. Designates SW 178th Avenue as both sides.
6. Added east-west trail by old airport.

Fiscal Impact/Analysis

Not Applicable.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - Greenways Trail Map - TA Approved	1/15/2021	Ordinance

ORDINANCE NO. 2021 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE GREENWAYS PLAN MAP AND RELATED POLICIES IN THE RECREATION AND OPEN SPACE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-7)

WHEREAS, the Town Council wishes to amend the Greenways Plan Map and related policies to enhance trail linkages within the Town; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

WHEREAS, the Town Council finds that the amendment is consistent with goals, objectives and policies of the adopted Comprehensive Plan.

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

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

Section 2: Text Amendment. That certain policies in the Recreation and Open Space Element relating to Town Greenways are hereby amended as shown in Exhibit "A," attached hereto and made a part hereof.

Section 3: Greenways Plan Map Adoption. That a new Greenways Plan Map is hereby adopted, as shown in Exhibit "A," attached hereto and made a part hereof.

Section 4: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

Section 5: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7: Effective Date. This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this ___ day of ___,2020 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___day of ___, 2020, on a motion made by _____ and seconded by _____.

(Signatures on the Following Page)

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
37601942.1

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EXHIBIT "A"

AMENDMENTS TO THE RECREATION AND OPEN SPACE ELEMENT

III.D. Recreation and Open Space Element (ROS)

ROS GOAL 1

PROVIDE PASSIVE LOCAL AND COMMUNITY OUTDOOR RECREATION, OPEN SPACE AREAS AND MULTI-USE GREENWAY TRAILS WHICH MEET THE TOWN'S NEEDS AND ARE COMPATIBLE WITH AND PROMOTE THE RURAL CHARACTER OF THE TOWN.

* * *

ROS OBJECTIVE 1.3 BIKEWAYS, PATHWAYS, GREENWAY TRAILS AND BLUEWAYS

CONTINUE IMPLEMENTING A SAFE AND ENJOYABLE RECREATIONAL ENVIRONMENT THAT IS CONDUCIVE TO AND PROMOTES THE EXPANSION OF A MULTIUSE GREENWAY TRAIL SYSTEM WITH BIKEWAYS, PATHWAYS, EQUESTRIAN PATHS AND WATERWAYS TO SERVE ALL PARCELS UNDER PUBLIC OWNERSHIP OR UTILIZED FOR EQUESTRIAN MULTI-USE PURPOSES.

{BCPC Objective 5.03.00}

Measurement: Adoption of standards for the design and construction of multi-use trails in the Land Development Code.

ROS POLICY 1.3-a: The Town's Greenway Trails System as depicted in the Greenways Map in this Element, is hereby adopted. .

{BCPC Policy 5.03.01}

ROS POLICY 1.3-b: Whenever possible, drainage canals and utility easements shall be incorporated into the Town's Comprehensive Multi-Use Greenway trails system.

{BCPC Policy 5.03.02}

ROS POLICY 1.3-c: Ample and secure bicycle parking should be provided at schools, libraries, recreational and other nonresidential areas.

{BCPC Policy 5.03.03}

ROS POLICY 1.3-d: Landscaped bikeways and Greenway trails should be designed to link parks, recreational facilities, schools and other public facilities with nearby residential areas.

{BCPC Policy 5.03.04}

ROS POLICY 1.3-e: The Town shall include, within its Land Development Code, design regulations and incentives for constructing new and or enhanced bikeways, pathways and multi-use Greenway recreational trails throughout the Town that directly link to Broward County’s Greenway Corridors surrounding the Town.

{BCPC Policy 5.03.05 & FCT 3- (4)}

ROS POLICY 1.3-f: The Town shall encourage the South Florida Water Management District to develop and operate canoe and boat ramps along the C-11 Canal and in the Lake Buffer System, where appropriate.

ROS POLICY 1.3-g: Specific trail alignments for the Recreation and Equestrian Trails Map shall be adopted by ordinance of the Town Council.

ROS POLICY 1.3-h: The Town’s Greenway Trails System shall be constructed in accordance with the Town’s Rural Identification Signage and Landscaping Program.

ROS POLICY 1.3-i: Development applications shall provide trail corridors and improvements consistent with the Greenway trail alignments and Town design standards.

* * *

ROS OBJECTIVE 1.5 PUBLIC ACCESS TO PARKS

ENSURE PUBLIC ACCESS TO LOCAL AND REGIONAL RECREATION SITES AND FACILITIES INCLUDING THE EVERGLADES CONSERVATION AREAS.

{BCULUP Objective 9.1}

Measurement: The extent to which Town parks are accessible to different segments of the Town’s population in terms of geography, age, disability status, etc.

ROS POLICY 1.5-a: The Town shall utilize the development review process of the Land Development Code to assure adequate local park sites are available within the Town’s four rural neighborhood study areas.

{BCUALUP Policy 9.1.1}

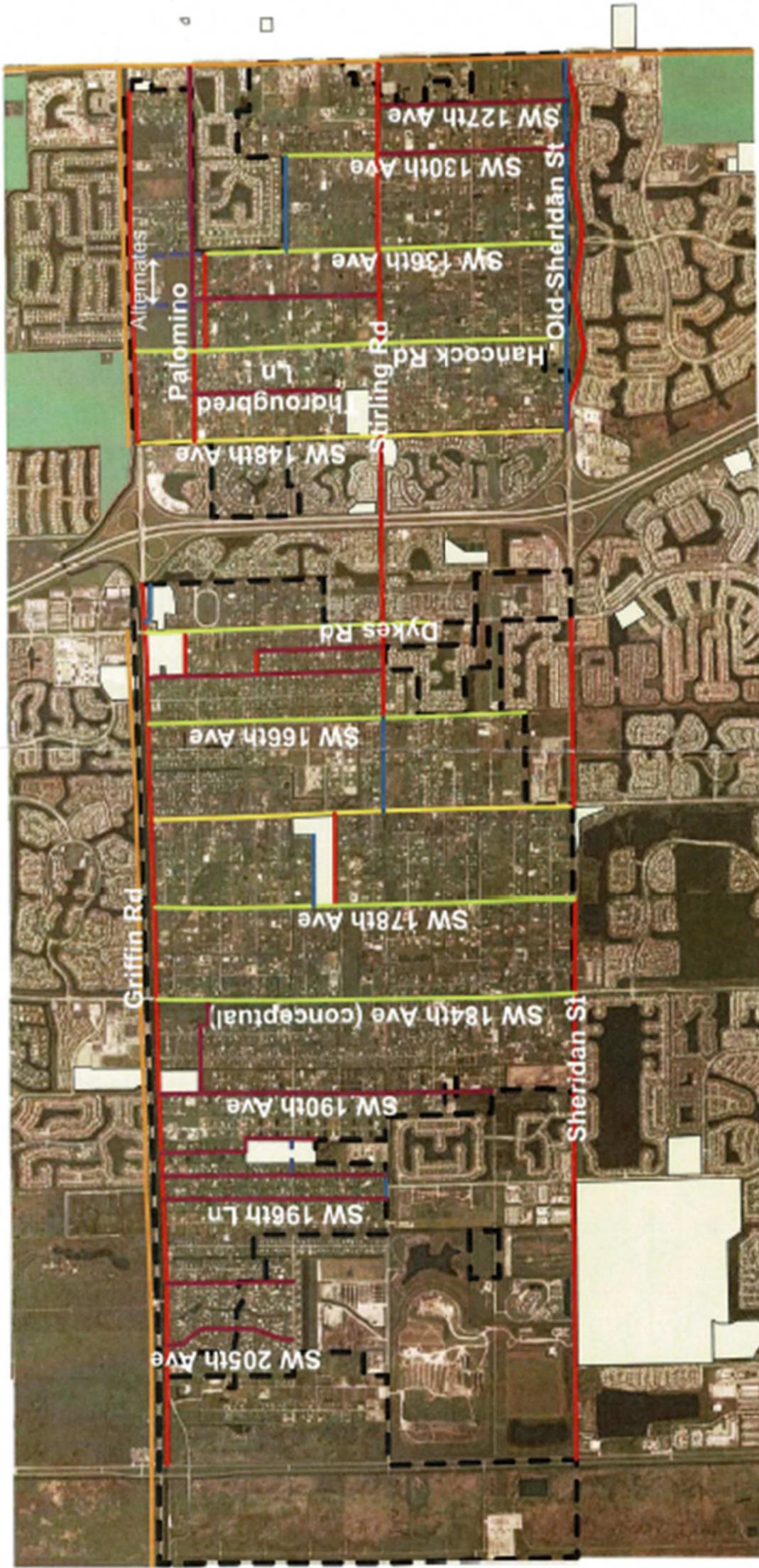
ROS POLICY 1.5-b: The Town shall construct and maintain recreation sites and facilities so that they are accessible to the elderly and the disabled, consistent with the Americans with Disabilities Act (ADA).

ROS POLICY 1.5-c: The Town shall strive to link all recreation sites by equestrian trails, bikeways, vehicles and pedestrian paths by 2030.

* * *

EXHIBIT "B"

New Town of Southwest Ranches Greenways Plan Map



- Side of Street of Greenway Trail (Conceptual)
 - North Side
 - South Side
 - East Side
 - West Side
 - Both Sides OR Street Itself is Trail
- Town Boundary
- Municipal Parks
- County Parks
- Existing County Trail
- Trail Connection Needed



**TOWN OF SOUTHWEST RANCHES
CONCEPTUAL GREENWAYS MAP**

Note: All depicted future greenway trails are to be considered future significant bicycle and pedestrian facilities.



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David Kuczenski, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/28/2021
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

Recommendation

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

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

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

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital

improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

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

Fiscal Impact/Analysis

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

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

Staff Contact:

Jeff Katims, AICP, CNU-A, Assistant Town Planner
Emily McCord Aceti, Community Services Manager
Martin Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
CIE Update Ordinance - TA Approved	11/12/2020	Ordinance
Capital Improvement Element GOPS	10/16/2020	Exhibit
Five Year CIE - Support Document	10/16/2020	Exhibit

ORDINANCE 2021 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2021-2025 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Local Planning Agency held a duly noticed public hearing on November 19, 2020 and recommends the updated Schedule.

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

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

SECTION 2: Amendment. That the Five-Year Schedule of Capital Improvements is hereby updated in compliance with Section 163.3177, F.S. as shown in Exhibit "A", which is attached hereto and made a part hereof.

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

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

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

PASSED ON FIRST READING this 19th day of November, 2020 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this ___ day of _____, 2020 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
37741531.1

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

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

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

CIE OBJECTIVE 1.1

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

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

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

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

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

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g
- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c

- water quality: UE Policy 1.1-h

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

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

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

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

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

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

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

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

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

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

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

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

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

Measurement:

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

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

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

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

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

CIE Objective 1.3

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

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

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

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

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

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

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

2. CAPITAL IMPROVEMENT IMPLEMENTATION

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

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

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

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2021 - FY 2025

Department Name	Project Name	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
Public Safety/ General Fund & Capital Projects Fund	<u>Fire Wells Replacement and Installation</u>	30,000	30,000	30,000	30,000	30,000	150,000
	<u>Fire Safety Modular Protective Awnings</u>	19,500	-	-	-	-	19,500
	<u>Emergency Operations Center</u>	-	-	-	-	5,400,000	5,400,000
	-	-	-	-	-	-	-
Townwide / Capital Projects Fund	<u>TH Complex Safety, Drainage, Mitigation Improvements</u>	180,000	-	-	-	-	180,000
	-	-	-	-	-	-	-
Parks, Recreation & Open Space/ Capital Projects Fund	<u>Frontier Trails Conservation Area</u>	60,000	125,000	223,500	689,650	841,500	1,939,650
	<u>PROS Playground Surfacing Conversion</u>	154,160	120,904	26,775	-	-	301,839
	<u>Country Estates Park</u>	150,000	175,000	240,000	229,575	270,425	1,065,000
	<u>PROS Entranceway Signage</u>	60,000	40,000	-	-	-	100,000
	<u>Calusa Corners Park</u>	50,000	296,000	503,225	195,500	211,000	1,255,725
	<u>Southwest Meadows Sanctuary Park</u>	50,000	518,406	518,406	518,406	518,406	2,123,624
	<u>Sunshine Ranches Equestrian Park Playground Rehabilitation</u>	32,125	-	-	-	-	32,125
	<u>Country Estates Park Ballfield Improvement</u>	31,726	-	-	-	-	31,726
	-	-	-	-	-	-	-
	Public Works: Engineering/ Transportation Fund	<u>Drainage Improvement Projects</u>	882,685	92,000	138,000	138,000	138,000
	<u>Drainage Improvement Surtax Projects</u>	53,160	-	-	-	-	53,160
	<u>Pavement Striping and Markers</u>	26,735	33,265	50,000	50,000	50,000	210,000
	<u>Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)</u>	869,960	450,000	450,000	450,000	450,000	2,669,960

PROPOSED FY 2020-2021 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

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

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2021-2025): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

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

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2020/21 – 2024/25
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2020/21 – 2024/25

Sanitary Sewer

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

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

Potable Water

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

The July 14, 2020 Sunrise 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference. The December 30, 2014 Cooper City 10-Year Water Supply Facilities Work Plan is hereby incorporated by reference.

Solid Waste

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

The Broward County Capital Improvements Program FY 2020/21 – 2024/25 is hereby incorporated by reference.

Drainage

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

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

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

Parks and Recreation

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

Schools

The uniform, district-wide adopted LOS for each public elementary, middle, and high school within Broward County is as follows:

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The adopted LOS will be met within the short and long-range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational

Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The School Board of Broward County District Educational Facilities Plan FY 2020/21 – 2024/25 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

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

Public Health Facilities

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

Existing Revenue Sources and Funding Mechanisms

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

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

General Fund

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

Transportation Fund

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

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second

issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

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

ANALYSIS

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

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

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

Fiscal implication of existing deficiencies

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

Impacts of public education and public health systems on infrastructure

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

Timing of Capital Improvements

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

Ability to Fund Capital Improvements

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

improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

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

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

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2021 - FY 2025

Department Name	Project Name	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total	
Public Safety/ General Fund & Capital Projects Fund	<u>Fire Wells Replacement and Installation</u>	30,000	30,000	30,000	30,000	30,000	150,000	
	<u>Fire Safety Modular Protective Awnings</u>	19,500	-	-	-	-	19,500	
	<u>Emergency Operations Center</u>	-	-	-	-	5,400,000	5,400,000	
-	-	-	-	-	-	-	-	
Town wide / Capital Projects Fund	<u>TH Complex Safety, Drainage, Mitigation Improvements</u>	180,000	-	-	-	-	180,000	
	-	-	-	-	-	-	-	
Parks, Recreation & Open Space/ Capital Projects Fund	<u>Frontier Trails Conservation Area</u>	60,000	125,000	223,500	689,650	841,500	1,939,650	
	<u>PROS Playground Surfacing Conversion</u>	154,160	120,904	26,775	-	-	301,839	
	<u>Country Estates Park</u>	150,000	175,000	240,000	229,575	270,425	1,065,000	
	<u>PROS Entranceway Signage</u>	60,000	40,000	-	-	-	100,000	
	<u>Calusa Corners Park</u>	50,000	296,000	503,225	195,500	211,000	1,255,725	
	<u>Southwest Meadows Sanctuary Park</u>	50,000	518,406	518,406	518,406	518,406	2,123,624	
	<u>Sunshine Ranches Equestrian Park Playground Rehabilitation</u>	32,125	-	-	-	-	32,125	
	<u>Country Estates Park Ballfield Improvement</u>	31,726	-	-	-	-	31,726	
	-	-	-	-	-	-	-	-
	Public Works: Engineering/ Transportation Fund	<u>Drainage Improvement Projects</u>	882,685	92,000	138,000	138,000	138,000	1,388,685
	<u>Drainage Improvement Surtax Projects</u>	53,160	-	-	-	-	53,160	
	<u>Pavement Striping and Markers</u>	26,735	33,265	50,000	50,000	50,000	210,000	
	<u>Transportation Surface Drainage & Ongoing Rehabilitation (TSDOR)</u>	869,960	450,000	450,000	450,000	450,000	2,669,960	



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

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

Town Council
Steve Breitkreuz, *Mayor*
Bob Hartmann, *Vice Mayor*
Jim Allbritton, *Council Member*
Gary Jablonski, *Council Member*
David Kuczenski, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 1/28/2021
SUBJECT: 10-YEAR WATER SUPPLY PLAN UPDATE

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

Background

Local governments in southeast Florida are required to update their Ten-year Water Supply Facilities Work Plan every five years, following the South Florida Water Management District update of the Lower East Coast Water Supply Plan.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

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

Staff memorandum
Ordinance 10 Year Water Supply - TA Approved
Ord. Exhibit "A" Water Supply Facilities Work Plan

1/15/2021
1/15/2021
9/30/2020

Backup Material
Backup Material
Backup Material



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13400 Griffin Road
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Keith Poliakoff, *Town Attorney*
Martin Sherwood, *Town Financial Administrator*
Russell Muñiz, *Assistant Town Administrator/Town Clerk*

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Andrew D. Berns, Town Administrator

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

DATE: January 28, 2021

SUBJECT: Case #PA-20-3
Ordinance Adopting the Town's Ten-Year Water Supply Facilities Work Plan and Related Comprehensive Plan Amendments

Recommendation

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

Issue

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten-Year Water Supply Facilities Work Plan (WSFWP) to reflect changes in the applicable Water Management District's Regional Water Supply Plan update, which is facilitated every five years. After the regional water supply plan is adopted, each local government and utility must prepare relevant updates and approve its WSFWP within eighteen (18) months.

Background

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technolo-

gies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

Analysis

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis. Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element, and one policy within the Utilities Element of the Town's Comprehensive Plan are being updated to properly reference the Sunrise and Cooper City water supply plan updates (pending). References to both adopted plans are required by law. The proposed amendments to the Town's Comprehensive Plan elements are noted below.

CIE Policy 1.1-g: The five year schedule of capital improvements shall reflect the most current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on July 14, 2020~~ January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-h: The Town hereby adopts by reference the most current Cooper City 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on, MM/DD, 202X~~ December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

UE POLICY 1.2-m: The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: ~~101.33~~ 127 gallons per capita per day

City of Sunrise: ~~65~~ 102 gallons per capita per day

The Comprehensive Plan Advisory Board (CPAB) reviewed the Southwest Ranches 2020 Water Supply Facilities Work Plan (WSFWP) on September 17, 2020 and recommended the Town Council APPROVE the WSFWP and TRANSMIT the proposed Comprehensive Plan amendments.

Passage of the related ordinance on first reading will authorize staff to transmit the proposed amendments to the various state agencies that have authority under State Law for review and comment. The agencies have 30 days to provide comments or objections,

after which the ordinance will be scheduled for second reading with any changes that are appropriate to address agency comments, if applicable.

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44 **Section 1: Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified
45 and confirmed as being true and correct and are hereby made a specific part of this
46 Ordinance.

47
48 **Section 2: Town WSFWP Approved.** That the Town of Southwest Ranches
49 Ten-Year WSFWP (dated 2020), attached hereto as Exhibit "A" is hereby approved.

50
51 **Section 3: UE Amendment Adopted.** That the Utilities Element of the Town
52 of Southwest Ranches Comprehensive Plan is hereby amended as follows to update level
53 of service standards for third party utilities that provide limited service within the Town:

54
55 III.F Utilities Element (UE)

56 * * * * *

57
58
59 **UE POLICY 1.2-m:** The level of service (LOS) standard for potable water facilities
60 serving the Town are as follows:

- 61 Cooper City Facilities: ~~101-33~~127 gallons per capita per day
- 62 City of Sunrise: ~~65-102~~ gallons per capita per day

63
64
65 **Section 4: CIE Amendment Adopted.** That the Capital Improvements Element
66 of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to
67 update references to the adopted Water Supply Facilities Work Plan for third party utilities
68 that provide limited service within the Town:

69
70 III.I Capital Improvements Element (CIE)

71 * * * * *

72
73
74 **CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the most
75 current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1~~
76 adopted on July 14, 2020 ~~January 20, 2015~~), and the capital projects described therein
77 for the purposes of ensuring that adequate water supply will be provided for the limited
78 number of properties that are or will be served by City of Sunrise.

79
80 **CIE Policy 1.1-h:** The Town hereby adopts by reference the most current Cooper City
81 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on MM/DD,~~
82 202X ~~December 30, 2014~~) as incorporated and adopted in the Infrastructure Element of
83 its Comprehensive Plan and the capital improvement projects contained therein.

84

Ordinance No. 2021-____
Underlined words are additions and ~~stricken~~ words are deletions.

85 **Section 5: Transmittal.** That the Town Administrator or designee is hereby
86 authorized to transmit the amendment and work plan to the applicable reviewing agencies
87 under Section 163.3184(1)(c), F.S.
88

89 **Section 6: Plan Update.** That the Town Administrator or designee shall,
90 immediately following the effective date of this Ordinance, cause the Town of Southwest
91 Ranches Comprehensive Plan to be updated to reflect this amendment.
92

93 **Section 7: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts
94 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of
95 such conflict.
96

97 **Section 8: Severability.** If any word, phrase, clause, sentence or section of
98 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
99 shall not affect the validity of any remaining portions of this Ordinance.
100

101 **Section 9: Effective Date.** This Ordinance shall take effect 31 days after the
102 Department of Economic Opportunity notifies the Town that the transmitted plan
103 amendment package is complete, and shall be considered as part of the amendment to
104 the Town of Southwest Ranches Comprehensive Plan, unless timely challenged pursuant
105 to Sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that
106 the Department of Economic Opportunity or the Administration Commission enters a final
107 order determining the adopted amendment to be in compliance. If a final order of
108 noncompliance is issued by the Administration Commission, this amendment may
109 nevertheless be made effective by adoption of a resolution affirming its effective status,
110 a copy of which resolution shall be sent to the state land planning agency.
111

112 **PASSED ON FIRST READING** this ____ day of ____, 2020 on a motion made
113
114 by _____ and seconded by _____.
115

116 **PASSED AND ADOPTED ON SECOND READING** this __ day of ____, 2021, on a
117
118 motion made by _____ and seconded by _____.
119

120
121 **[Signatures On Next Page]**
122
123

Ordinance No. 2021-____
Underlined words are additions and ~~stricken~~ words are deletions.

124	Breitkreuz	_____	Ayes	_____
125	Hartmann	_____	Nays	_____
126	Allbritton	_____		
127	Jablonski	_____	Absent	_____
128	Hartmann	_____	Abstaining	_____

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Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

37601259.1

Ordinance No. 2021-____
Underlined words are additions and ~~stricken~~ words are deletions.



TOWN OF SOUTHWEST RANCHES, FLORIDA

TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN

**Prepared For:
Florida Department of Economic Opportunity
&
South Florida Water Management District**

**Prepared By:
The Mellgren Planning Group**

2020

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1.0 INTRODUCTION

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town’s jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (“District” or “SFWMD”) approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District’s Governing Board in November 2018. Therefore, the deadline for local governments within the Lower East Coast (“LEC”) Region to amend their comprehensive plans to update the Work Plan is May 2020.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity that owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a limited number of properties and will not extend its system to serve any additional properties. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town’s Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida’s water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (“F.S.”) by strengthening the statutory links between the regional

water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is entirely dependent on domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of at least one to two acres in size, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by adjacent municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities; therefore, the Town does not have any programs or projects in the five-year schedule of capital improvements to support water supply, reuse and conservation projects.*

The Five-Year Schedule of Capital Improvements for projects and programs implemented by the municipalities providing service to the Town are provided in Section Four of this WSWFP Update.

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town is a Domestic and Small Public Supply (DSS) municipality pursuant to the 2018 LEC Plan Update, utilizing self-supply private wells. Pursuant to the 2018 LEC Plan Update, "...all current and future needs in this use category are expected to be met from private wells using fresh groundwater from the SAS. As such, no water supply development projects have been proposed for this use category."*
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and update as necessary, comprehensive plans to reflect changes in local conditions every seven years. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).¹ Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town’s population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master’s Academy and West Broward Church, which will require water service expansion.

Table 2-1:

TOWN OF SOUTHWEST RANCHES CURRENT AND PROJECTED POPULATION						
YEAR	2016	2020	2025	2030	2035	2040
POPULATION	7,571	7,733	7,972	8,067	8,135	8,187

Source: Florida Housing Data Clearinghouse /Shimberg Center base data, modified (increased) to reflect additional residential development acreage.

2.1 OVERVIEW

“The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment.”

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town’s residents voted for incorporation is clearly stated in the Town’s Charter, Section 1.01 of Article 1 which reads:

“In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida.”

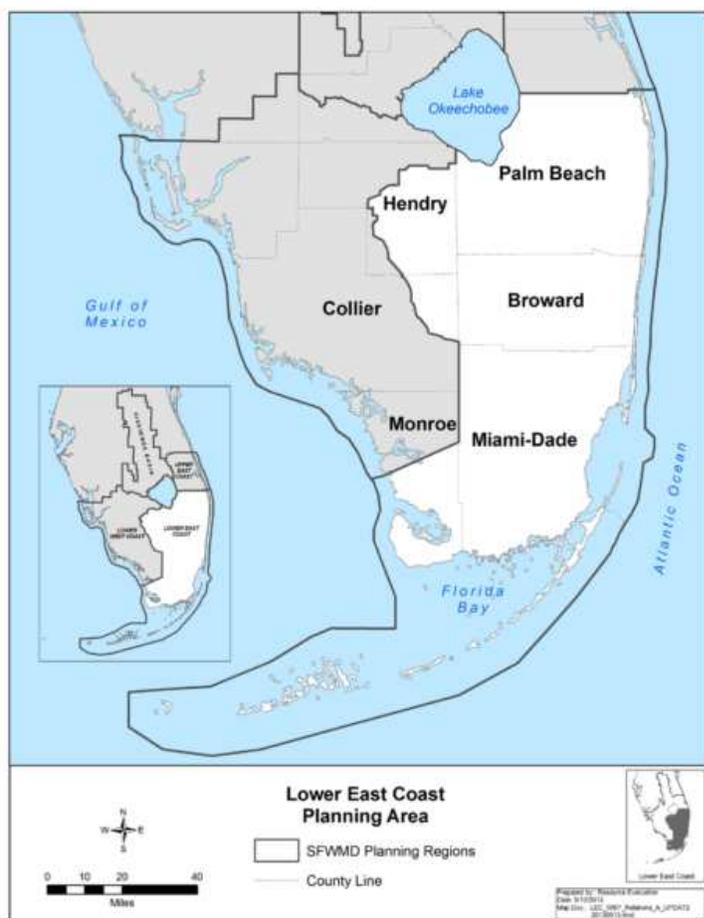
¹ Broward County Planning Services Division, 2014

2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's Lower East Coast (LEC) Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought.

FIGURE 2-1

LOWER EAST COAST PLANNING AREA



The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in the LEC Planning Area.

According to the SFWMD, the LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast projections indicate the planning area's population will increase by 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. The Lower East Coast (LEC)

Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent.

All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. The SFWMD has placed limitations on allocations from freshwater sources to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Regional issues identified in the 2018 Lower East Coast Regional Water Supply Plan Update are as follows:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. It should be noted, however, that the Town's water supply is self-supplied, which means these issues are not expected to have any significant impacts to the Town or its residents.

3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots consisting of 1 acre or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre, and for about one-third of the Town, 2 acres, and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the town has also acquired seven open-space parks.

Residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

TABLE 3-1:		
LECWSP POPULATION PROJECTIONS FOR COOPER CITY UTILITY SERVICE AREA		
2020	2030	2040
28,543	33,335	33,585

Source: Lower East Coast Water Supply Plan Update, 2018.

TABLE 3-2:		
COOPER CITY UTILITY SERVICE AREA POPULATION PROJECTIONS		
2020	2025	2030
31,401	32,419	33,131

Source: Cooper City Water Supply Plan Update, 2020 (draft).

TABLE 3-3:		
LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*		
2020	2030	2040
231,288	244,619	251,584

Source: Lower East Coast Water Supply Plan Update, 2018.

Population estimates included in the 2018 LECWSP used 2017 BEBR data while the population projections presented in the City of Sunrise 2019 work plan are based on the published Broward County Population Forecasting Model 2017 which used 2016 BEBR data. The variation is in the range of 0% to 8% in 2040. This variation is a result of many new developments planned within the City service area.

TABLE 3-4:					
CITY OF SUNRISE SERVICE AREA POPULATION PROJECTIONS, INCLUDING THE TOWN OF SOUTHWEST RANCHES					
YEAR	2020	2025	2030	2040	SERVICE AREA
Weston	66,700	68,400	69,700	69,600	Existing
Davie	62,100	63,300	65,000	68,000	Existing
Sunrise	100,000	103,800	107,400	126,000	Existing
SW Ranches	2,400	2,400	2,500	2,500	Existing
SW Ranches	-	-	-	7,100	Future *
Total	231,300	238,000	244,600	273,100	

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

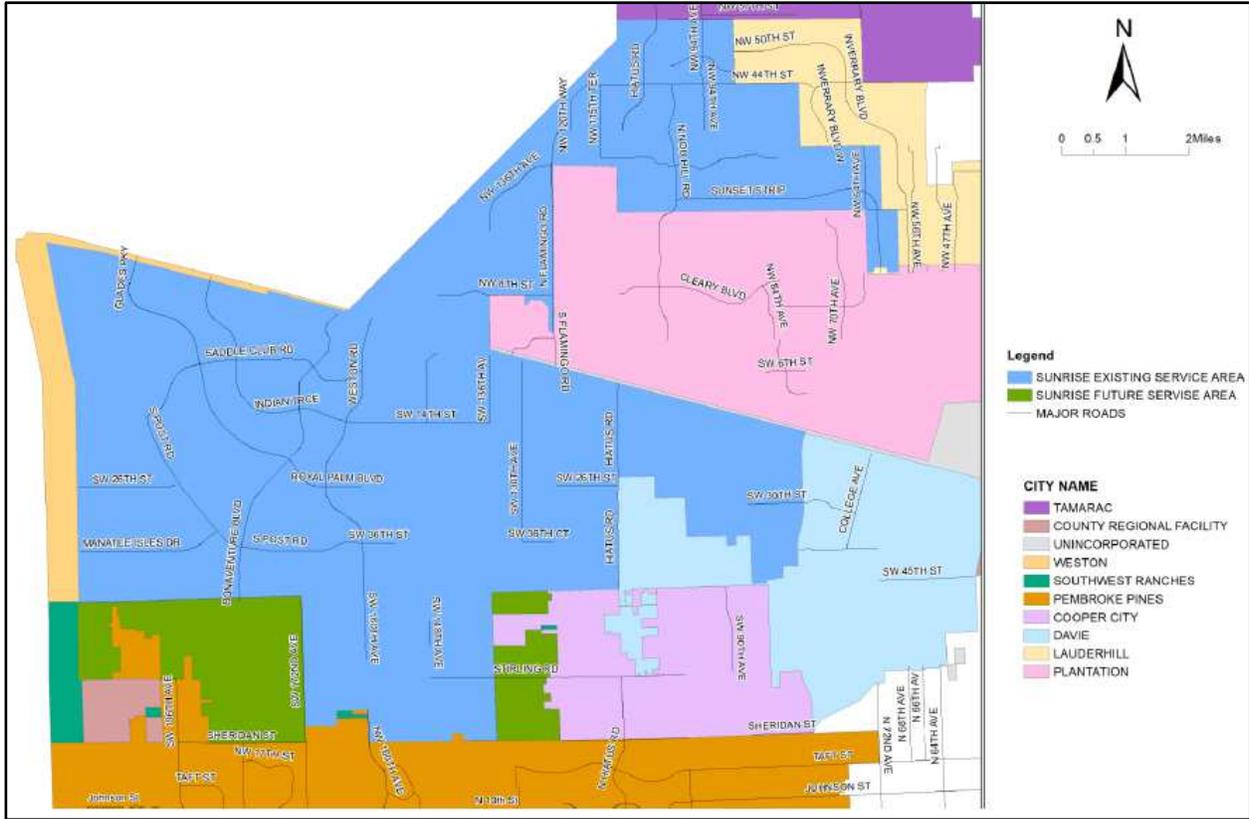
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED

City of Sunrise Utility Service Area:

Figure 3-1 below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

FIGURE 3-1

CITY OF SUNRISE EXISTING AND FUTURE UTILITY SERVICE AREA



Source: City of Sunrise WSWP Update, 2019 (draft).

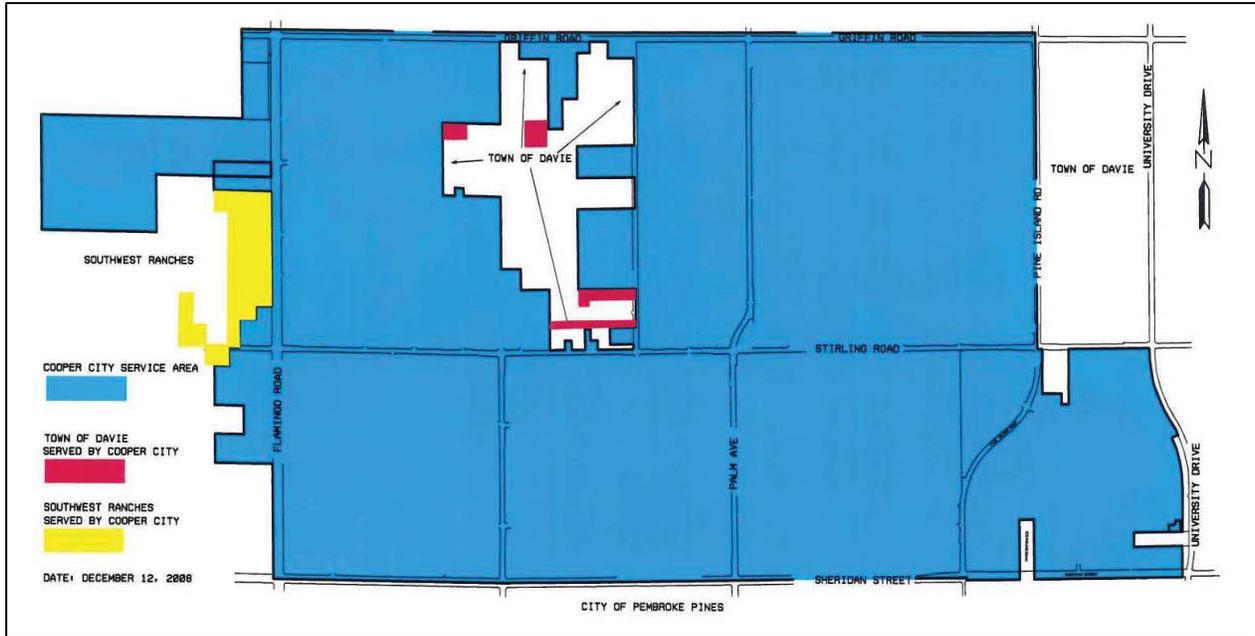
Cooper City Utility Service Area:

The Cooper City utility service areas map is provided below (Figure 3-2). It is estimated that fifty (50) residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Along with customers in the Town of Davie, this represents less than one percent of the total number of users.

Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its municipal boundaries, unless the requesting property lies within the utility service area and is approved by the City Commission (Sec. 19-142, Cooper City Code of Ordinances).

FIGURE 3-2

COOPER CITY CURRENT AND FUTURE UTILITY SERVICE AREA



Source: Cooper City Utilities Department, 2019.

3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10-year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

Level of Service Standards

City of Sunrise:

The City of Sunrise Water Supply Plan Update, 2019 (draft) indicates the Level of Service is 127 gallons per day per capita (gpd) for all uses.

Existing distribution system capacity is adequate to serve future demands for the planning period (through 2030).

Cooper City:

Cooper City's Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted by the City.

The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses.

Based on the 2018 LECWSP Update, Cooper City's 2030 potable water demand is projected at 3.45 mgd for net/finished water and 4.13 mgd for gross/raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY

Consumptive Use Permitting

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Consumptive Use Permit (CUP) pursuant to Part II of Chapter 373 of the Florida Statutes. In addition to a system-wide maximum day allocation, the CUP also identifies a maximum day withdrawal for each wellfield.

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a "three-prong test." The test requires reasonable and beneficial use of the resource; consistency with public interest, including compliance with minimum flows and levels (MLFs) established for surface water and groundwater sources; and, demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

Cooper City's 20-year Water Use Permit Number 06-00365-W was issued by SFWMD in April 2010. The permit allows the City to withdraw an annual allocation of 1,661 million gallons (MG) (equivalent to 4.55 million gallons per day) from the Biscayne Aquifer until 2030, with a monthly maximum allocation of 171.5 MG.

The last CUP (Permit No 06-00120-W) issued by the SFWMD to the City of Sunrise was in May 2008. The Permit included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average withdrawal of 29.09 mgd from the four wellfields and a maximum month withdrawal allocation of 999.30 Million Gallons per Month (MGM). The City of Sunrise is closely working with the SFWMD on alternative water supply projects in conjunction with the renewal of the permit.

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and, again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2016 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2016.

Per Capita Usage

Cooper City Utility Service Area:

Based on the findings from Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years was 96 gallons per capita per day (gpcd). This per capita usage rate is a 1% variation of the SFWMD data, which shows a treated water per capita rate of 95 gpcd for the Cooper City Utility Service Area.

TABLE 3-5:			
ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES			
	2020	2025	2030
Population Projections	33,180	33,395	33,541
Gallons per Capita per Day	95	95	95
Finished/Net Water Demand (MGD)	3.27	3.37	3.45
Raw/Gross Water Demand (MGD)	3.92	4.05	4.13

Source: Cooper City Water WSFWP Update, 2020; Table 8-10; Table 8-11A and Table 8-11B (draft).

City of Sunrise Utility Service Area:

Based on the total water metered to customers, and the estimated historic population the treated water leaving the plants, the per capita usage computed for the past five years (2014-2018) was 102 gallons per capita per day (gpcd) of treated water. This is comparable to the per capita usage rate of 93 gpcd at customer connection shown in the Consumptive Use Permit (CUP) application for C-51 Reservoir Project. The per capita usage rate of 102 gpcd treated at the plant is within 3.5% of the SFWMD LECWSP data, which shows a treated water per capita rate of 98 gpcd for the City of Sunrise Utility Water Service Area. The City’s updated Comprehensive Plan will show the level of service at 102 gpcd treated water at the plant.

TABLE 3-6:				
CITY OF SUNRISE UTILITY SERVICE AREA				
COMPARISON OF FACILITY CAPACITY AND ANTICIPATED FUTURE PERMITTED AMOUNT				
	2020	2025	2030	2040
Population Served	231,300	238,000	244,600	273,100
Average Daily Demand (Finished) (MGD)	23.6	24.3	24.9	27.9
Demand per Capita Finished (GPCD)	102	102	102	102
Available Facility Capacity (MGD)	51.5	51.5	51.5	51.5
Facility Capacity Surplus (Deficit)	27.9	27.2	26.6	23.6
Anticipated Permitted Amount (MGD Annual Avg.)	31.09	31.09	31.09	31.09
Anticipated Permitted Surplus MGD (Deficit)	4.47	3.82	3.11	0.20

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied by the Town of Southwest Ranches, and the Town generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2018 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and, North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

Domestic Self-Supply

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh

groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

Recreational/Landscape Self-Supply

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not available, users may qualify for limited freshwater withdrawals on an application-by- application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town: Cooper City and the City of Sunrise. Town staff met with City of Sunrise staff and consultants to coordinate preparation of both municipal Water Supply Facilities Work Plan updates. The Town did not coordinate with Cooper City, because no future expansion of service in Southwest Ranches will be permitted by Cooper City. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme eastern edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system) and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity

supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

City of Sunrise's Retail Water Service Area

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2040. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

Cooper City's Retail Water Service Area

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that fifty (50) residents and several non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches, as the city does not allow extension of its services beyond its current utility service area.

The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2025. This utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards for residents and businesses located within the Town.

3.7.1 COUNTYWIDE ISSUES

The Town shall continue to implement county-wide conservation measures. Of note are:

- *Conservation Pays Program.* Since 2011, this program provides rebates and incentives for water conservation measures.
- *NatureScape Irrigation Services.* Since 2005, this program has implemented Best Management Practices (BMPs) with large water users to promote "right plant in the right place" and smart irrigation techniques.
- *NatureScape Program.* The program has been promoting water conservation, water quality protection, and the creation of wildlife habitats through the use of Florida-friendly landscape practices in Broward County since 2003. This program is available to municipalities and residential and commercial customers.

3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of the current programs and policies is provided below.

Restrictions on Permitted Water Use

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County, such as rate structures. The Town has enacted its own irrigation ordinance that supports conservation measures by imposing year-round irrigation restrictions.
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

Use of Florida-Friendly Landscape Principles

- The Town of Southwest Ranches' Land Development Code recommends the use of Florida-friendly landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II. The following code sections represent the type of policies adopted by the Town.
 - Sec. 075-060(A): The Town requires Florida Grade One landscaping
 - Sec. 075-060(B): The Town requires that 50 percent of landscaping consist of native vegetation.
 - Sec. 075-060(D)(5): The Town prohibits the use of invasive trees.
 - Sec. 075-060(I): Landscape designs must use xeriscape principles.
 - Sec. 075-040(C)(1): The Town observes irrigation restrictions described in F.S. 373.62.

Requirement of Ultra-Low Volume Plumbing in New Construction

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The Town's Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

Rain Sensor Overrides for New Lawn Sprinkler System

- The Town of Southwest Ranches has adopted the Florida Building Code, which requires the installation of rain sensors on new irrigation systems. Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.

Coordination with Other Entities

The Town will continue to coordinate future water conservation efforts with Cooper City Utilities, the City of Sunrise Utilities, Broward County and the SFWMD to ensure that conservation techniques are implemented. The Town will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. In addition, the Town will continue to implement land development regulations and the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. Cooperation with utility suppliers for the Town is reflected in noted policies below.

- The Town supports SFWMD, Broward County, The City of Sunrise Utilities, and Cooper City Utilities conservation efforts, as described in their respective 10-Year Water Supply Facilities Work Plans (Cons Policy 1.10-a).
- The Town will encourage efficient use and conservation of water resources within the Town, and support county-wide water conservation programs and initiatives including the

Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service (Cons Policy 1.1-c).

- The Town shall adopt water conservation measures, such as those of the South Florida Water Management District’s rule chapter 40E-21, to utilize during periods of drought (Cons Policy 1.4-b).

Public Information Program

- This program provides water conservation and open/green space information to the Town of Southwest Ranches’ residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary; Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.
- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town; Broward County; and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE

The Town does not have any financial responsibility for the implementation of budgeted capital improvements in the Cooper City Utilities or City of Sunrise Utilities Capital Improvement Schedules. The five-year schedule of capital improvements for these providers is provided in Section 4.0.

3.8 REUSE

State law supports reuse efforts. Florida’s utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides “the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest.” In addition, Section 403.064(1), F.S., states “reuse is a critical component of meeting the state’s existing and future water supply needs while sustaining natural systems.” The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town’s limits.

3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed

water. The Town encourages the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. This includes sanitary sewer facilities, including septic tanks, to be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

4.0 CAPITAL IMPROVEMENTS

As the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities, and most areas of the Town have a domestic self-supply that is individually owned and privately run well systems, the Town does not have any scheduled capital improvement updates. The scheduled capital improvements for Cooper City Utilities and the City of Sunrise Utilities are listed below.

**TABLE 4-2:
City of Sunrise Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name	Funding Source	Expenditure ¹ (In Millions of Dollars)					Five Year Totals
		2020	2021	2022	2023	2024	
C-51 Reservoir Project	BP ²	-	-	-	-	-	-
Sunrise Golf Course Reuse Main Extension	Fund 465	2.257	-	-	-	-	2.257
Reuse Distribution System – SICP, Sawgrass Mills & Artesia (Phase II)	Fund 465	-	-	-	-	-	-
Reuse Distribution System – SICP, and Markham Park (Phase III)	Fund 465	-	-	-	0.2	9.66	9.86
SGF-1 Aquifer Storage and Recovery conversion	Fund 465	-	-	0.095	0.173	0.173	0.441
Springtree Floridan Supply Well	Fund 465	-	-	0.025	0.025	0.025	0.075

Source: City of Sunrise Adopted Five-Year Capital Improvements Program, Fiscal Year 2019/2020.

**TABLE 4-1:
Cooper City Water Supply Facilities
Five-Year Capital Improvement Plan 2019-2024**

Project Name (\$)	2019 Forecast	2020	2021	2022	2023	2024	Total FY 20 - FY 24
FUNDING							
Grants	-	-	-	-	-	-	-
Other CIP Fund Revenue	155,000	27,000	25,000	25,000	25,000	25,000	127,000
CIP Fund Balance	2,135,374	-	-	-	-	-	-
Water/Sewer Fund Transfer In	-	4,623,000	2,255,000	1,825,000	3,125,000	3,615,000	15,443,000
Total Funding	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000
EXPENSE							
Water Treatment & Supply							
Control Software	531,170	-	-	-	-	-	-
Water Treatment Plant Rehabilitation	-	-	600,000	600,000	-	-	1,200,000
Steel Water Storage Tank Replacement	-	1,400,000	-	-	-	-	1,400,000
Total Water Treatment & Supply	531,170	1,400,000	600,000	600,000	-	-	2,600,000
Wastewater Collection & Lift Station							
Gravity Sewer Improvements	300,000	300,000	300,000	400,000	400,000	400,000	1,800,000
Gravity Sewer SW 90 Ave	172,426	-	-	-	-	-	-
Lift Station 48 with FM Replacement	300,000	450,000	-	-	-	-	450,000
Lift Station 18	-	-	-	-	200,000	-	200,000
Lift Station 56	-	-	-	-	-	600,000	600,000
Lift Station 9	-	-	-	200,000	-	-	200,000
Lift Station 46	-	-	200,000	-	-	-	200,000
Lift Station 55	315,139	-	-	200,000	-	-	200,000
Lift Station 5	-	-	-	200,000	-	-	200,000
Lift Station 23	-	-	-	-	100,000	-	100,000
Lift Station 50	-	-	-	-	-	195,000	195,000
Lift Station 51	-	-	-	-	-	195,000	195,000
Lift Station 20	-	-	-	-	200,000	-	200,000
Force Main re-route 90 Ave to Repump 55	-	-	680,000	-	-	-	680,000
Total Wastewater Collection & Lift Stn.	1,087,565	750,000	1,180,000	1,000,000	900,000	1,390,000	5,220,000
Water Distribution							
Replace Scheduled 40 WM's Citywide	-	-	500,000	-	-	-	500,000
Total Water Distribution	-	-	500,000	-	-	-	500,000
Wastewater Treatment Plant							
Stabilization Program	-	-	-	250,000	250,000	250,000	750,000
Injection Well Rehab/Capacity Increase*	500,000	2,500,000	-	-	-	-	2,500,000
Headworks*	-	-	-	-	2,000,000	2,000,000	4,000,000
Deep Well Engineering Services	171,639	-	-	-	-	-	-
Total Wastewater Treatment Plant	671,639	2,500,000	-	250,000	2,250,000	2,250,000	7,250,000
Total Water Sewer CIP Projects	2,290,374	4,650,000	2,280,000	1,850,000	3,150,000	3,640,000	15,570,000

Notes - * Impact Fee Eligible

Source: Cooper City Adopted Budget, Fiscal Year 2019/2020.

5.0 GOALS, OBJECTIVES AND POLICIES

To ensure adequate potable water supply facilities for the ten (10) year planning horizon, the Town has incorporated goals, objectives, and policies within the Future Land Use Element (Objective 1.21), Conservation Element (Objective 1.1, 1.4, 1.5, 1.6, and 1.9), Utilities Element (Objective 1.2 and 1.4), Intergovernmental Coordination Element (Objective 1.2 and 1.4), and Capital Improvements Element (Objective 1.1). The aforementioned goals, objectives, and policies reflect the regulatory provisions below:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Consideration of population projections in developing the water supply plan;
- c. Revision of potable water level of service standards for residential and non-residential users;
- d. Protection of water quality in the traditional and new alternative water supply sources;
- e. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- f. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- g. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- h. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, reclaimed water projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- i. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- j. Additional revenue sources to fund water supply and facility projects;
- k. Coordination with the respective regional and local government providers' water supply plans;
- l. Update the Work Plan within 18 months following the approval of a regional water supply plan;
- m. Incorporate the Work Plan, as a support document, into the Town Comprehensive Plan Data, Inventory, and Analysis; and,
- n. Concurrency, requiring provision of adequate water supply facilities at the building permit stage.

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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/28/2021
SUBJECT: Opposition to Northbound Turn onto Volunteer Road from Sheridan Street

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

Background

The Holman Automotive Group has submitted plans to the Broward County Highway Construction and Engineering Division to modify the intersection of Sheridan Street and Volunteer Road.

In the proposed modification, the intersection will be fully signalized, and the improvements break down as follows:

- Currently, vehicles are only able to enter the dealership when traveling south off Sheridan Street. This is one way in, no way out. The changes would make this fully operational for vehicles coming in and going out of the dealership area.

- A new turn lane will be installed eastbound on Sheridan Street to allow cars to travel northbound on Volunteer Road. Currently, cars must proceed through the intersection and make a U-turn to circle back to travel north on Volunteer Road.
- Traffic westbound on Sheridan Street will see no changes.
- Traffic southbound on Volunteer Road will have a newly aligned intersection with a left turn, straight and right turn lanes.

The Sunshine Ranches Homeowner’s Association opposes the proposed left turn lane from eastbound Sheridan Street onto northbound Volunteer Road and has requested the Town Council to adopt a Resolution opposing the proposed modification to the intersection. During the December 2020 Town Council meeting, the Town Council made a motion opposing the turn lane and it was unanimously approved.

The Sunshine Ranches Homeowner’s Association and the Town Council believe this turn lane will result in more traffic and speeding in our rural community.

The Resolution in opposition of this proposed turn lane will be transmitted to the Broward County Highway Construction and Engineering Division.

Fiscal Impact/Analysis

None.

Staff Contact:

Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
37960057-v1-Sheridan-148-HolmanIntersection-Resolution - TA Approved	1/14/2021	Resolution

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING ANY EFFORTS TO MODIFY THE SHERIDAN STREET AND VOLUNTEER ROAD (SW 148TH AVENUE) INTERSECTION TO INSTALL A LEFT TURN LANE FROM EASTBOUND SHERIDAN STREET ONTO NORTHBOUND 148TH AVENUE; REQUESTING THAT A COPY OF THIS RESOLUTION BE SENT TO MAYOR GELLER, AND THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the 1990's Broward County approached the area now known as the Town of Southwest Ranches about creating a new road known as Sheridan Street; and

WHEREAS, under the County's proposal, Old Sheridan Street would be fully buffered by the new roadway and there would never be a direct entrance from new Sheridan Street to the Town; and

WHEREAS, the residents accepted Broward County's proposal and Sheridan Street was constructed as a direct link to I-75; and

WHEREAS, nearly thirty years later the Holman Automotive Group has submitted plans to the Broward County Highway Construction and Engineering Division to modify the intersection of Sheridan Street and Volunteer Road (SW 148th Avenue); and

WHEREAS, the proposed modification includes a fully operational entrance to the dealership, a new turn lane onto Volunteer Road from eastbound Sheridan Street, and a newly aligned intersection on Volunteer Road; and

WHEREAS, the Town and its residents once again oppose the proposed left turn lane from eastbound Sheridan Street onto northbound Volunteer Road; and

WHEREAS, the proposed roadway modification will enable traffic to cut directly through the Town and will create a severe impact on this rural community; and

WHEREAS, the Town of Southwest Ranches requests that the Broward County Highway Construction and Engineering Division reject any design that would modify the Sheridan Street and Volunteer Road (SW 148th Avenue) intersection, and that Broward County will continue to honor the agreement reached between all parties in the 1990's;

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 opposes any efforts to modify the Sheridan Street and Volunteer Road (SW 148th Avenue) intersection to allow a left turn lane from eastbound Sheridan Street onto northbound SW 148th Avenue (Volunteer Road).

Section 3: The Town Clerk is hereby directed to provide a copy of this Resolution to Mayor Geller and to the Broward County Highway Construction and Engineering Division.

Section 4: This Resolution shall take effect immediately upon its adoption.

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

Ranches, Florida, this ____ day of _____, 2021, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
37960057.1



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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
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Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/28/2021
SUBJECT: Construction Engineering Inspection Services for FDOT Funded Hancock Road Guardrails

Recommendation

Consideration of approval of a Resolution authorizing a purchase order to Calvin Giordano and Associates for construction engineering inspection (CEI) services for the guardrails along Hancock Road from Griffin Road to Stirling Road.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was appropriated \$375,000 from the State Legislature for the installation of guardrails along Hancock Road. The Town entered into an agreement with the Florida Department of Transportation to begin the improvements. Survey and construction plans are complete. As per the agreement, CEI services are required. The work must be completed before June 30, 2022.

As per Resolution 2020-003, the Town Council has a continuing contract for engineering services with Calvin Giordano and Associates. Staff desires to issue a Purchase Order to Calvin Giordano and Associates for CEI services.

Fiscal Impact/Analysis

The Town was awarded \$375,000 from the Florida Department of Transportation for this project with an anticipated \$100,000 Town cost. The total amount budgeted for the project in FY 2020 was \$475,000. Pursuant to Resolution 2020-020, a purchase order for surveying and design costs was issued in 2020 that totaled \$105,400. Three Hundred Seventy-Eight Thousand Two Hundred and Ninety-Nine Dollars and Zero Cents (\$378,299) in funds is available in the Fiscal Year 2021 Municipal Transportation Fund account #101-5100-541-63320 (Infrastructure - Guardrails). The CEI services proposal totals \$15,000, which leaves \$354,600 for construction. Construction will be bid this fiscal year.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager
Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
CEI-Reso - TA Approved	1/14/2021	Resolution
Proposal - Calvin Giordano	1/5/2021	Exhibit

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CALVIN GIORDANO AND ASSOCIATES, INC. IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to install guardrails along Hancock Road; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, this project is specifically named in the Fiscal Year 2020-2021 Town Budget (Account # 101-5100-541-63320 – Transportation: Infrastructure – Guardrails); and

WHEREAS, the Fiscal Year 2019 General Appropriations Act provided the Town with an appropriation of Three Hundred Seventy-Five Dollars and Zero Cents (\$375,000.00) in the Economic Development Transportation Projects for guardrail installation on Hancock Road; and

WHEREAS, the Town budgeted Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00) for this improvement in Account # 101-5100-541-63320 (Infrastructure – Guardrails); and

WHEREAS, pursuant to Resolution No. 2019-067 the Town entered into an agreement with the Florida Department of Transportation to accept this funding; and

WHEREAS, these improvements must be completed by June 30, 2022; and

WHEREAS, pursuant to the grant agreement, construction engineering inspection (CEI) services are required to complete the construction; and

WHEREAS, on November 21, 2019, pursuant to Resolution No. 2020-003, the Town approved a continuing contract for engineering services with Calvin Giordano and Associates, Inc.; and

WHEREAS, Calvin Giordano and Associates, Inc. provided a proposal for CEI services for this project in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and

WHEREAS, the Town Council believes the approval of this purchase order to complete the construction of guardrails along Stirling Road is in the best interest of the health, safety, and welfare of its residents; and

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

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

Section 2. The Town Council hereby approves a purchase order for Calvin Giordano and Associates, Inc. in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for the improvements in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute purchase orders 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. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

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

Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
37960494.1

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January 4th, 2021

Mr. Rod Ley, PE, LEED AP
Public Works Director
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

RE: Guardrail Installation along Hancock Road between Stirling Rd. & Griffin Rd.- CGA CEI Scope of Services.

Contract No.: G-1109
FM #: 445753-1-54-01
County: Broward County
Project Description: Guardrail Installation along Hancock Road between Stirling Rd. & Griffin Rd.

Dear Mr. Ley,

We are pleased to submit this revised proposal and Scope of Work for Professional CEI Services on the above referenced project.

I. Professional CEI Services: The following scope is based upon a project duration of 60 days starting on February 15th, 2021. Any additional time beyond this will require an approved agreement and additional funds to cover CEI Services. The anticipated scope of services includes Part-Time CEI Administration and Project Management Support, Part-Time CEI Inspections, and Part-Time Post Construction Project Close-out Support Services for the roadway improvements project along Hancock Road between Stirling Rd. & Griffin Rd.

1. Assistance during bidding process-Not Included.
2. Project Management Support Duties
 - Acts as the main point of contact with the contractor, the Town and the FDOT District Four Team.
 - Certifies the proposed final project scope was constructed in accordance to the plans and project contract.

- Manages the CEI team on daily basis to ensure the completion of the project within time and budget.
- Attends meetings on behalf of the Town.
- Coordinate and conduct close-out inspections with Town, Contractor, EOR and permitting agencies; prepare and distribute punch-list(s).
- Performs reviews of as-builts supplied by the Contractor. Assist in obtaining information from the Contractor to process close-out packages. Assist Town's PM prepare and submit permit close-out documents and certification(s).
- Assist the Town in issuing final acceptance.

3. Construction Administration and Inspection Services

- Schedule attend and conduct construction progress meetings at Municipality location for the duration of the construction project prepare and distribute meeting minutes.
- Receive and coordinate through the EOR, interpretations and clarifications of the Contract Documents (RFI responses, plan revisions, and Work (Change) Directives prepared by the EOR). In connection therewith, assist in the review and processing of any work change directives or change orders
- Receive, and coordinate through the EOR the processing of shop drawings, samples and other data which the Contractor is required to submit.
- Perform CEI Inspection Services on part time basis including field observations for compliance with plans and specifications; provide copies of observation reports to the EOR and Town on a weekly basis. Make interim inspections for substantial and final completion(s) to determine, in general, if the proposed scope has been completed in conformance with the intent of the Plans. The responsibility of performing MOT or Construction Safety reviews and inspections is not included in this estimate. This will be handled by the Contractor or the Town.

- Assist in Reviewing, coordinating required revisions, and approving and payment application requests, processing of applications by Town.
- Attend and participate in meetings with the Town, Contractor, Engineer and appropriate regulatory agencies when requested by the Town and necessary for consultation and conferences in regard to construction of the project.
- Receive, review and process Contractor's construction schedule(s), and schedule of values.
- Perform part time inspections on site

II. BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor

performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules, worksite safety, workers safety or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

III. ADDITIONAL FEES: The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, and docks), mechanical (i.e., fire pumps), fire protection, geotechnical and materials testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual).

- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stakeout and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives, or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

IV. REIMBURSABLE EXPENSES: Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

V. MEETING ATTENDANCE: Attend all meetings under this contract until final acceptance date.

VI. SCHEDULE OF FEES: Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees for 60 days of CEI Services on this contract (Please refer to the attached Schedule of Fees for details):

<u>Reimbursables</u>	
Calvin, Giordano & Associates, Inc.	\$14,025.00
Tierra South Florida, Inc.	\$975.00

Total	\$15,000.00
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VI. TERMS OF THE AGREEMENT

- All terms of the agreement included in the original contract between Calvin, Giordano & Associates, Inc. and the Town will remain unchanged except for the requirements included in this Scope of Services.

VII. MISCELLANEOUS PROVISIONS

- All terms of Miscellaneous Provisions included in the original contract between Calvin, Giordano & Associates, Inc. and the Town will remain unchanged except for the requirements included in this Scope of Services.

VIII. TERMINATION OF THE AGREEMENT

- All terms of Miscellaneous Provisions included in the original contract between Calvin, Giordano & Associates, Inc. and the Town will remain unchanged except for the requirements included in this Scope of Services.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CAL VIN, GIORDANO & ASSOCIATES, INC.

Submitted by:
Moe Mabrouk, PE
Director of CEI Operations

Attachment: CGA CEI Schedule of Fees Breakdown



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

(954) 434-0008 Town Hall
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Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/28/2021
SUBJECT: Utilization of Forfeiture Funds for the Purchase of Hand-Held Laser Unit for Public Safety Purposes

Recommendation

Consideration of approval of a Resolution and Budget Amendment authorizing the use of forfeiture funds to issue a purchase order to Crimson Technology Products for the purchase of a laser unit for public safety.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Speeding is the number one complaint our police department receives. Currently, our assigned police officers do not have any operational hand-held laser units. The current radar guns installed in the patrol vehicles have exceeded their life expectancy. Due to the age of the operational radar guns, there is concern for the integrity of the calibration and how much longer they will continue to be operational.

The Town of Davie piggybacks on an existing contract Crimson Technology Products has with

the University of North Florida (RFB 16-08) when they purchase speed detecting units. Crimson Technology Products provided a quote for the unit based on the terms, conditions, and pricing of Contract 16-08 with the University of North Florida.

Fiscal Impact/Analysis

The Town was awarded a grant from the Florida Department of Law Enforcements totaling \$1,073 for the purchase of a hand-held laser unit. The total cost of the unit is \$2,223 therefore requiring a \$1,150 match.

The Town has \$8,553 available in restricted forfeiture fund Fund Balance at fiscal year-end 2020 that must be used for public safety purposes. The use and budget appropriation of these funds requires Town Council authorization as follows:

REVENUES:

001-0000-334-33420 State Public Safety Grant FDLE	\$1,073
001-0000-399-39900 Appropriated Restricted Fund Balance	\$1,150
TOTAL REVENUES	\$2,223

EXPENDITURES:

001-3000-521-64100 Machinery & Equipment	\$2,223
TOTAL EXPENDITURES	\$2,223

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/14/2021	Resolution
Exhibit	1/7/2021	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF TWO THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$2,223.00) TO CRIMSON TECHNOLOGY PRODUCTS FOR THE PURCHASE OF A LASER UNIT FOR THE TOWN OF SOUTHWEST RANCHES POLICE DEPARTMENT; AUTHORIZING THE USE OF FORFEITURE FUNDS AND A FISCAL YEAR 2021 BUDGET AMENDMENT FOR THIS PURCHASE; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, speeding is the number one complaint that the Town of Southwest Ranches Police Department receives; and

WHEREAS, the Town was awarded a grant from the Florida Department of Law Enforcements totaling One Thousand Seventy-Three Dollars and Zero Cents (\$1,073.00) to help purchase a hand-held laser unit; and

WHEREAS, Crimson Technology Products provided a quote for the unit in the Two Thousand Two Hundred Twenty-Three Dollars and Zero Cents (\$2,223.00) based on the terms, conditions, and pricing of Contract 16-08 with the University of North Florida; and

WHEREAS, the Town Council desires to piggyback on this existing contract to purchase a laser unit; and

WHEREAS, the Town has Eight Thousand Five Hundred Fifty-Three Dollars and Zero Cents (\$8,553.00) available in restricted forfeiture fund Fund Balance at fiscal year-end 2020 for public safety purposes; and

WHEREAS, in accordance with State Statute, use of these funds requires Town Council authorization; and

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

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

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

Section 2. The Town Council hereby approves a purchase order in the amount of Two Thousand Two Hundred Twenty-Three Dollars and Zero cents (\$2,223.00) to Crimson Technology Products for the purchase of a laser unit for the Town of Southwest Ranches Police Department.

Section 3. The Town Council hereby authorizes the use of forfeiture funds and a Fiscal Year 2021 budget amendment for this purchase as follows:

REVENUES:

001-0000-334-33420 State Public Safety Grant-FDLE	\$1,073
001-0000-399-39900 Appropriated Restricted Fund Balance	\$1,150
TOTAL REVENUES	\$2,223

EXPENDITURES:

001-3000-521-64100 Machinery & Equipment	\$2,223
TOTAL EXPENDITURES	\$2,223

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

Section 5. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

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

Ranches, Florida, this _____ day of _____ 2021 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
37941850.1

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Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road
Southwest Ranches, FL 33330
Phone 954 434 0008
Fax 954 434 1490

PURCHASE ORDER

Fiscal Year 2021

FEI # 65-1036656

State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance Department)

NOTE: The P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: Crimson Technology Products
 1631 Rock Springs Road, Ste 353
 Apopka, FL 32712 US
 (407)494-4435

Ship To:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/23/2020	Emily Aceti			

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
1			Purchase of One (1) Laser Unit as per FDLE grant 2020-JAGD-BROW-1-Y6-071. Quote based on RFB Contract 16-08 with the University North Florida.	\$ 2,185.00	\$ 2,185.00
			Shipping		\$38.00
SUBTOTAL					\$ 2,223.00
SALES TAX					Exempt
TOTAL					\$ 2,223.00

Emily M. Aceti 11/23/2020

Approved By:
 Department Head

Date

Authorized By: _____ Date _____
 Town Financial Administrator

Authorized By: _____ Date _____
 Town Administrator

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the Town of Southwest Ranches (referred to as the "Town") and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited without the prior written consent of the Town, approved by the Town Attorney.

EXCUSABLE DELAYS

The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Town may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity. Unless prohibited by applicable law, Town is not required to engage in competitive procurement for such articles or services, nor is Town required to obtain the lowest price.

TERMINATION

Town, acting through its Town Administrator or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Town except for completed items delivered and accepted by the Town. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay invoice. Collect shipments will not be accepted.

PAYMENT AND TERMS

The terms of payment shall be as stated. Payment will not be processed until items invoiced are received and accepted. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

INVOICING

Seller must render original invoice to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

TAX

Town of Southwest Ranches is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town Tax Exemption in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town of Southwest Ranches order, issued by Town Administrator.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed IRS form W-9.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Town, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Town or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Town, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees (whether or not suit is filed, and if filed, at both the trial and all appellate levels), incurred as a result of any error, omission or negligent or intentional act by the Seller, its officers, employees, agents, subcontractors or assignees, or anyone else for whose actions Seller may be liable, arising out of or relating to this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

PUBLICITY

No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

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

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

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

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

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

The Town shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is otherwise authorized in writing by the Town.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Town of Southwest Ranches

Subgrant Number: 2020-JAGD-BROW-1-Y6-071

Project Title: SOUTHWEST RANCHES RADAR UNIT

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Town of Southwest Ranches
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

 9/21/20
Signature Date

Doug McKay / Mayor
Printed Name and Title

Town of Southwest Ranches
Authorizing Official (Official, Administrator, or Designated Representative)

 9/21/2020
Signature Date

ANDREW D. BERNS, TOWN ADMINISTRATOR
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Town of Southwest Ranches

Subgrant Number: 2020-JAGD-BROW-1-Y6-071

Project Title: SOUTHWEST RANCHES RADAR UNIT

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S43171: Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure personnel who perform disbursement functions are prohibited from purchasing, receiving, and inventorying items. Documentation of compliance with the standards in OMB's Uniform Requirements regarding separation of duties must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure the signing of disbursement of checks is limited to individuals who are authorized to make disbursements and whose duties do not include posting and recording of accounts receivable or approving vouchers for payment. Documentation of compliance with the standards in OMB's Uniform Requirements regarding separation of duties must be maintained and provided to the Office of Criminal Justice Grants at monitoring

Ref# S43384:

Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.303(a) the Subrecipient must ensure the signing of disbursement of checks is limited to individuals who are authorized to make disbursements and whose duties do not include posting and recording of accounts receivable or approving vouchers for payment. Documentation of compliance with the standards in OMB's Uniform Requirements regarding separation of duties must be maintained and provided to the Office of Criminal Justice Grants at monitoring

Crimson Technology Products

1631 Rock Springs Road, Ste 353

Apopka, FL 32712 US

(407)494-4435

finance@crimsontechnologyproducts.com

https://crimsontechnologyproducts.com

Quote



ADDRESS
Town of Southwest Ranches 13400 Griffin Rd Southwest Ranches, FL 33330 United States

SHIP TO
Town of Southwest Ranches 13400 Griffin Rd Southwest Ranches, FL 33330

QUOTE #	DATE	EXPIRATION DATE
205028	10/05/2020	03/01/2021

SHIP VIA

UPS

SALES REP

SMC

FEDERAL ID#

45-3991430

ACTIVITY	QTY	RATE	AMOUNT
Kustom Signals Products:Laser Products:Prolaser 4:ProLaser 4 CRS 2000 ProLaser 4 includes 4 AAA batteries, IUSB to PC interface cable and 12 VDC adaptor, three year warranty and case. (\$2459)	1	2,185.00	2,185.00
Options AVAILABLE OPTIONS:Not included in above pricing	0		
Kustom Signals Products:Laser Products:Prolaser 4:Bluetooth Upgrade PL4 Bluetooth Upgrade	0	99.00	0.00
Kustom Signals Products:Laser Products:Prolaser 4:HUD Magnification 3X for PL4 3X Magnification (factory install only)	0	290.00	0.00
Kustom Signals Products:Motorcycle Saddlebag Sleeve Motorcycle Saddlebag Sleeve	0	75.00	0.00
Crimson Holders:Holsters:Harley Motor Holster Laser Holster for Motor	0	200.00	0.00
Crimson Holders:Holsters:Universal Mount w/Headrest Connector Universal Laser/Radar Mount. Connects under headrest or to seat organizer.	0	65.00	0.00
Kustom Signals Products:Kustom Signals Message Kustom may charge a Restocking fee on all cancelled or returned orders that are non-defective. If so, this will be passed on to end user.	0		
Message Please issue PO to Crimson Technology Products	0		

This quote has been provided in accordance with the terms, conditions and pricing of RFB Contract 16-08 with the University North Florida.

SUBTOTAL	2,185.00
SHIPPING	38.00
TOTAL	\$2,223.00

Accepted By

Accepted Date



April 27, 2016

Notice of Award
RFP 16-08 Institute of Police & Technology Management (IPTM)
For Highway Safety Equipment

As a result of the Notice of Intended Decision issued April 19, 2016, the University of North Florida (UNF) did not receive any formal notices of protest as required by the UNF Regulation 13.0020R.

Therefore, please be advised that on April 27, 2016, UNF is awarding the above referenced RFP 16-08 titled "Institute of Police & Technology Management (IPTM)" to the following approved vendors:

Aervoe Industries	Applied Concepts, Inc. dba: Stalker Radar
CMI, Inc.	Crimson Technology Products, LLC
Dana Safety Supply	Digital Ally, Inc.
Drager Safety Diagnostics, Inc.	Emergency Technology, Inc. dba: Soundoff Signal
HG2 Emergency Lighting	Intoximeters, Inc.
Intuitive Control Systems, LLC	Laser Technology, Inc.
Dba: All Traffic Solutions	Morganelli & Associates, Inc.
MPH Industries, Inc.	On-Duty Depot, Inc.
PF Distribution Center, Inc.	Phantom Products, Inc.
SRN, Inc.	

Thank you for your interest in serving the needs of the University of North Florida.

Sincerely,

Kathryn Ritter, C.P.M.
Director of Procurement Services

cc: Tamatha Thomas, Senior Buyer
 Al Roop, Project Manager



**UNIVERSITY OF
NORTH FLORIDA
PROCUREMENT SERVICES**

Request for Proposal 16-08

Titled

Institute of Police & Technology Management (IPTM)

Highway Safety Equipment

Please mark all sealed proposal submissions with the following information:

RFP 16-08 due
January 29, 2016 at 2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it "NO RESPONSE".

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2.0 Definitions 6
3.0 General Information and Instructions to Proposers 7
4.0 Agreement Terms and Conditions 16
5.0 Requirements and Specifications 27
6.0 Certification and Forms 34

Attachments:

- Company Information (Attachment A)
- Company Responsibility (Attachment B)
- End User Support (Attachment C)
- Company Administrative Support (Attachment D)
- Product Information List (Attachment E)

1.0 OVERVIEW

1.1 Statement of Work

On behalf of the University of North Florida Training and Service Institute, Inc. (UNF TSI) D/B/A Institute of Police Technology Management (IPTM), University of North Florida Procurement Services is issuing a competitive solicitation for highway safety equipment.

The Florida Law Enforcement Liaison (LEL) Program is a grant funded highway safety program housed at IPTM. The LEL Program employs a team of Law Enforcement Liaisons whose mission is to network with Florida's state, county, and municipal law enforcement agencies and gain their active and committed participation in the state and national highway safety campaigns and initiatives. The initial term of any agreement(s) resulting from this Request for Proposal (RFP) will be for five years. IPTM will have the option to renew for an additional three year term upon mutual written consent of both parties to the Agreement; renewals are not automatic. The Successful Vendor's performance is expected to begin on March 1, 2016.

The biggest of the tools that the LEL's use to gain agency participation are the four Challenge programs. What began in 2001 has expanded greatly and now includes the Florida DUI Challenge, Florida Click It or Ticket Challenge, the Florida Motor Unit Challenge, and the Florida Law Enforcement Challenge.

Although each Challenge has its own traffic safety focus area and grant funding source, they all recognize continuous participation in the state and national safety campaigns and emphasize effective local highway safety programs. Each Challenge also rewards these lifesaving efforts with traffic safety equipment for use within the agencies' ongoing traffic programs. In Federal fiscal year 2014-2015, more than \$1.6 million in highway safety equipment was given away through the four Challenge programs.

In addition to the Challenges, highway safety items are also distributed by the LEL Team to law enforcement agencies for participation in local, state and national traffic safety initiatives, regional events, and other similar efforts. In Federal fiscal year 2014-2015, approximately \$350,000 in equipment was purchased for this purpose. These traffic safety items were discretionary purchases made by the LEL Program.

This Request for Proposal (RFP) will pre-qualify vendors and selected traffic safety products which will be made available to participating and winning agencies through the four Challenge programs. Discretionary purchases may also be made from the vendors and products awarded through this RFP.

1.1.1 Challenges Overview

The unique nature of each of the Challenge programs dictate the timing of purchases and the type of traffic safety items that can be included. However, the process for the purchases are the same.

The Florida Motor Unit Challenge specifically recognizes the important role that motorcycle units play in highway safety. The Motor Unit Challenge focuses on the busy holiday periods of November and December along with the *Drunk and Drugged Driving Month* and *Buzzed Driving is Drunk Driving* campaigns. Purchases for the Florida Motor Unit Challenge reward items are conducted around the April/May time frame.

The Florida DUI Challenge is a year long program that encourages continuous high visibility enforcement of impaired driving laws and participation in regional and national campaigns including the *Drive Sober or Get Pulled Over* Labor Day Crackdown. DUI Challenge reward items are limited in scope (because of funding restrictions) and purchases are made in the April/May time frame shortly after the Florida Motor Unit Challenge purchases have been made.

The Florida Click It or Ticket Challenge promotes three safety belt waves of enforcement including the national *Click It or Ticket Memorial Day Mobilization*. These reward items are also limited in scope (because of funding restrictions) and purchases are generally made in the July/August time frame.

Finally, the Florida Law Enforcement Challenge is the biggest of them all and recognizes the most effective and most innovative traffic safety programs in Florida. Purchases for these reward items take place in July/August.

For each of the Challenges, agencies submit information regarding their public education and enforcement activities along with their effectiveness of efforts. Submissions are collected through the Florida LEL website at www.floridalel.org. Submissions are categorized and scored. First, second, and third place winners are then named for each category.

1.1.2 Reward Item Selection

An advantage to each of the Challenge programs is that the participating and winning law enforcement agencies get to choose what traffic safety items that they wish to receive. *Therefore, there is no guarantee of how many (if any) of any one item may be purchased.*

For Federal year 2015-2016, participating and winning agencies will be awarded “points” as outlined in the chart below. These levels are tentative and subject to change from year to year.

Challenge	Participating Agencies in FFY 2015	# of Categories	First place points	Second place points	Third place points	Participation points
Motor Unit Challenge	120	1	1 st – 5 th place: 10,000	6 – 10 th place: 8,000	11 th – 20 th place: 5,000	None
DUI Challenge	191	10	15,000	12,000	10,000	None
Click It or Ticket Challenge	256	10	15,000	12,000	10,000	None
Law Enforcement Challenge	214	13	15,000	12,000	10,000	1,000
	13	Champion ship Class	20,000	18,000	15,000	None

Each point awarded equates to approximately \$1.00 in value. Points can then be “spent” through an online catalog housed on the Florida LEL website mentioned above. The catalog opens for one Challenge at a time and the agencies are given a 10-day period to make their reward item selections. At the end of the selection period, that Challenge’s online catalog is closed and the selections are tallied by vendor and the purchases are then processed by IPTM. Purchase orders are issued to the vendors who fulfill the orders and ship the merchandise directly to the receiving agencies.

During Federal fiscal year 2014-2015, the following types of items and approximate amounts were purchased as a result of the selections made in the four Challenge online catalogs:

Item Category	Amount
Breath alcohol testing equipment – portable devices and accessories	\$26,064.00
Breath alcohol testing equipment – evidential devices and accessories	\$30,571.00
Electronic citation writer equipment, software, and accessories	\$0.00
In-car video systems and accessories	\$119,236.00
Officer traffic safety equipment – flashlights and holders, traffic batons, traffic vests, etc.	\$291,809.34
Police vehicle lighting and siren equipment	\$208,625.00
Police motorcycle lighting, siren, communications and protection equipment	\$138,641.00
Scene mapping equipment	\$20,354.00
Speed measurement – Radars and accessories	\$157,884.20
Speed measurement – Lasers and accessories	\$100,787.00
Speed measurement – speed trailers, display boards and stat collectors	\$107,488.00
Tint meters	\$13,242.00
Traffic control equipment – message board and arrow board trailers	\$24,600.00
Traffic control equipment - electronic flares, signs, cones, barricades, scene barriers, etc.	\$243,717.40
Traffic control lighting – light towers, stands, handheld lights, and portable generators	\$167,625.25

1.1.3 Discretionary Purchases

In addition to those items purchased through the four Challenge programs, the Law Enforcement Liaison program also purchases traffic safety equipment items for use through the program. The items are distributed to law enforcement as dictated in the approved distribution plans and generally surround safety initiative and event participation of some sort.

During Federal fiscal year 2014-2015, the following types of items and approximate amounts were purchased for this purpose:

Item Category	Amount
Breath alcohol testing equipment – portable devices and accessories	\$243,387.00
Officer traffic safety equipment – flashlights and holders, traffic batons, traffic vests, etc.	\$9,982.00
Speed measurement – Radars and accessories	\$43,605.00
Speed measurement – Lasers and accessories	\$48,400.00

1.2 Use of Agreement by Other Governmental Agencies

At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each entity using such agreement shall do so independently of IPTM and shall be solely responsible for its own purchases.

IPTM reserves the right to add and/or delete elements, or to change any elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

2.0 DEFINITIONS

2.1 Agreement/Contract

All types of agreements entered into by IPTM, regardless of what they may be called, for the procurement of materials, services, construction or the disposal of materials. The meaning of agreement or contract is interchangeable.

2.2 Customer or Client

Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer or client of the Vendor other than IPTM.

2.3 May, Should

Indicates something that is not mandatory but permissible, recommended or desirable.

2.4 Must, Shall, Will

Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

2.5 Proposal

The entirety of the Vendor's responses to each point of the RFP, including any and all supplemental offers or information not explicitly requested within the RFP.

2.6 Request for Proposal (RFP)

A written or electronically posted solicitation for competitive proposals for commodities or contractual services designating the title, date and hour of the public opening. The Request for Proposal is used when the scope of work is not clearly defined and price is not the sole deciding factor in the evaluation of the responsive replies.

2.7 Response

Same as Proposal.

2.8 Successful Vendor

Any entity who is awarded a contract under this competitive solicitation.

2.9 University or UNF

The University of North Florida Board of Trustees is the public body corporate of the University.

2.10 Vendor

Any entity who submits a timely solicitation response to this competitive solicitation.

2.11 Vendor's Proposal

Same as Proposal.

2.12 Vendor's Response

Same as Proposal.

2.13 Website

UNF Procurement services website at <http://www.unf.edu/anf/procurement/>

2.14 IPTM

The University of North Florida Training and Service Institute d/b/a Institute of Police and Technology Management (IPTM)

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

3.1 Original RFP Document

UNF Procurement Services shall retain the RFP and all related terms and conditions, exhibits and other attachments in original form, in an archival copy. Any modification of these in the Vendor's submission is grounds for immediate disqualification.

3.2 ~~University Demographics / Entity Status~~ (Intentionally left blank)

3.3 Calendar of Events

Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If IPTM determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

December 23, 2015 Competitive solicitation released and posted to website.

January 11, 2016 Last day for IPTM to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to authorized UNF/IPTM Representative Tamatha Thomas, tamatha.thomas@unf.edu and k.garton-ray@unf.edu.

January 15, 2016 IPTM will respond to inquiries and requests for clarifications by posting an addendum on the website.

January 29, 2016 Deadline to receive solicitation responses from Vendors is 2:00 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 4892 First Coast Technology Parkway, Jacksonville, Florida, 32224. Any solicitation responses received after this date and time shall be deemed non-responsive.

Procurement Services will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the UNF Procurement Services website at <http://www.unf.edu/procurement/> ("the Website"). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any additional meetings have been scheduled. IPTM reserves the sole discretion over the conduct of any meetings and the extent, if any; those attending may participate in such meetings.

3.4 ~~Pre-Proposal Conference~~ (Intentionally left blank)

3.5 ~~Pre-Proposal Site Visit~~ (Intentionally left blank)

3.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact Procurement Services at 904-620-2730 no later than three business days prior to the event.

3.7 Proposal Preparation Instructions

3.7.1 Vendor's Understanding of the RFP

In responding to this RFP, the Vendor accepts full responsibility to understand the RFP in its entirety and in detail, including making any inquires to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on January 11, 2016.

3.7.2 IPTM Provides Information in Good Faith without Liability

All information provided by IPTM in this RFP is offered in good faith. Individual items are subject to change at any time. IPTM makes no certification that any item is without error. IPTM is not responsible or liable for use of any information or for any claims based on the information.

3.7.3 Verbal Communication

Vendors are not entitled to rely upon communications from IPTM except as provided by IPTM in writing.

3.7.4 Questions, Communications and Inquiries between IPTM and Vendors

All Vendor inquiries, questions and requests for clarification related to this RFP shall be directed, in writing, to Tamatha Thomas, tamatha.thomas@unf.edu and Kimberly Garton-Ray at k.garton-ray@unf.edu.

3.7.5 Addenda and IPTM's Response to Communications from Vendor

IPTM will make a good-faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

IPTM has no obligation to furnish addenda by any other means than posting to its Website.

IPTM will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

3.7.6 Pricing and/or Revenue Proposal

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, Vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the Vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

IPTM may presume and hold as the Vendor's offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Vendor. IPTM may accept or reject, in part or entirely, the Vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. IPTM prohibits the changing of pricing and/or revenue proposals after the initial RFP opening date and time. Unless otherwise specifically proposed by the Vendor, IPTM reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. IPTM may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Vendor's proposal. IPTM may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

3.7.7 Revisions to the RFP

IPTM may revise any part of this RFP for any reason by issuing addenda. IPTM will communicate additional information and addenda to this RFP by posting them on the Website.

Vendors are responsible for the information contained in such addenda. IPTM is under no obligation to communicate such addenda to Vendors other than posting to the Website. IPTM may determine whether an addendum will be considered as part of this RFP and/or as part of any contract resulting therefrom. IPTM shall reject Vendors' responses to addenda if such responses are received after the RFP opening date and time.

3.7.8 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this RFP. Questions regarding the terms, conditions or specifications of this RFP document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on January 11, 2016 at 5 p.m.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by IPTM at its sole discretion and render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after the best and final offers have been submitted or during the signing of a contract agreement, if awarded.

3.7.9 Required Signature

IPTM may reject any Vendor's response if it is not fully completed and signed with legal authority where indicated.

3.7.10 Proposal Organization

Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

Response Format

- Submit one original and five copies of the Vendor's proposal in hard copy form. The original response must contain an original manual signature of the authorized person signing the proposal and one electronic copy of the proposal on CD or PC compatible disk, preferably in Word® and/or Excel®. The 'Product Information List' response shall be in Excel® as provided in Attachment E.
- The outer carton of the response must include the RFP number and title, company name and due date/time.
- The Vendor's response must include the information and required submittals described, tabbed and numbered as indicated in "Tabular/Paginated Format" shown below with all information appearing in the tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped or divided in any way.
- All information and required submittals requested must be in hardcopy and included in your written response.
- Information submitted that is not requested by IPTM may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions may cause your response to be rejected without further evaluation.

Tabular / Paginated Format

Tab 1: A one to two page executive summary of the Vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the RFP and how the Vendor plans to address IPTM's requirements.

Tab 2: All required completed and signed forms indicated in 6.0 Certification and Forms (pages 34-36).

Tab 3: Contact name(s) and title(s) of the individual(s) responsible for the company's proposal during this RFP process. Please include the organizational chart beginning with your account management team through CEO of your company.

Tab 4: Corporate Governance Documents, including Vendor's W9 form and Vendor Application (both available on the UNF Procurement Services website), and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.

Tab 5: Company Profile (Attachment A)

Tab 5: Company Responsibility (Attachment B)

Tab 6: End User Support (Attachment C)

Tab 7: Company Administrative Support (Attachment D)

Tab 8: Product Information List (Attachment E)

3.7.11 Collusion Prohibited

In connection with this RFP, Vendor collusion with other Vendors or employees thereof, or with any employee of IPTM, is prohibited and may, at IPTM's option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

3.7.12 Conflict of Interest

In connection with this RFP, each Vendor shall ensure that no material conflict of interest exists between or among the Vendor, IPTM and any other party to this RFP. IPTM reserves the right to determine the materiality of such conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.

3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink in providing information directly on pages, or copies thereof, contained within this RFP.

3.7.14 ~~Solicitation Security~~ (Intentionally left blank)

3.7.15 ~~Performance and Payment Bond~~ (Intentionally left blank)

3.7.16 Anti-Kickback

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

3.8 Proposal Submission and Subsequent Opening

Proposals must be sealed and delivered to IPTM at the address set forth in Section 3.3 or prior to January 29, 2016 at 2:00 p.m. IPTM shall not accept proposals received by facsimile or email. IPTM shall, at the specified opening date and time, open all proposals that are otherwise in order. IPTM will allow interested parties to attend such opening for purposes of identifying which Vendors have responded. IPTM will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time IPTM provides Notice of Intended Decision or (ii) 30 days after the final competitive

sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. When multiple solicitations have been scheduled to open at the same date and time, IPTM will open solicitations that have interested individuals present in sequential order by solicitation number. IPTM will hold unopened any proposals received after the opening date and time and will not consider such proposals. IPTM reserves the right to retain or dispose of such unopened proposals at its discretion; however, IPTM may return such proposals to their Vendors at such Vendor's request and at no cost or expense whatsoever to IPTM.

If only one proposal is received, Procurement Services may delay the opening in order to determine why other Vendors did not respond and to encourage other Vendors to respond.

Each proposal package submitted must clearly show the RFP number and title, proposer's company name and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such offerers are believed to be involved.

3.9 Proposal Costs

IPTM is not liable in any manner or to any extent for any cost or expense incurred by any Vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agents, employees, assigns or others, whether related or not, to the Vendor.

3.10 Faxes or Emails Not Accepted; Sealed Proposals Required

IPTM shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

3.11 Number of Proposal Copies to be submitted

Vendors are to submit one original and five copies. One additional copy of the initial response on CD or PC compatible disk, preferably in Word and/or Excel, is also required.

3.12 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as "Original of RFP 16-08", "Copy One of RFP 16-08".

3.13 Marking of Envelopes

Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:

3.14 Withdrawal of RFP

Vendors may withdraw their proposals any time prior to the RFP opening date. Vendors may request to withdraw their proposals after the RFP opening date and time prior to selection and Notice of Intended Decision. IPTM shall have sole authority to grant or deny such a request. In the event IPTM grants such a request, it may withhold issuing future RFP's to such Vendors.

3.15 IPTM's Right to Use Vendor's Ideas/Proprietary Information

If the Vendor needs to submit proprietary information with the proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Selection or rejection of the proposal shall not affect IPTM's right of use; provided, however, that IPTM will, in good faith and to the extent allowed by law, honor the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. Pricing information cannot be considered proprietary. IPTM shall not be liable in any manner, or in any amount, for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. IPTM shall likewise not be liable if it did not know, or could not have reasonably known, that such information was proprietary.

3.16 Evaluation Process and Award

3.16.1 Contractual Intent/Right to Terminate and Recomence RFP Process

IPTM intends to contract with one or more Vendors whose proposal(s) are considered to be in the best interests of IPTM. However, IPTM may terminate this RFP process at any time up to Notice of Intended Decision, without prior notice, and without liability of any kind or amount. Further, IPTM reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.16.2 Effective Period of Proposals

Under this RFP, IPTM shall hold that Vendors' responses to this RFP shall remain in effect for a period of 90 days following the opening date in order to allow time for evaluation, approval and award of the contract. Any Vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to IPTM along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

3.16.3 Errors and Omissions in Vendor's Proposals

IPTM may accept or reject any Vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions or other problematic information. IPTM may decide upon the materiality of such errors, omissions or other problematic information.

3.16.4 Determination of, and Information Concerning, Vendor's Qualifications

IPTM reserves the right to determine whether a Vendor has the ability, capacity and resources necessary to fully perform any contract resulting from this RFP. IPTM may request from Vendors

information it deems necessary to evaluate such Vendors' qualifications and capacities to deliver the products and/or services sought hereunder. IPTM may reject any Vendor's proposal for which such information has been requested but which the Vendor has not provided. Such information may include, but is not limited to:

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers and other personnel pertinent to the requirements of the RFP
- Customer / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

3.16.5 Apparently Conflicting Information Obtained by Vendor

IPTM is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of IPTM. Such information shall not affect the Vendor's risks or obligations under an agreement resulting from this RFP.

3.16.6 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted, in writing, by IPTM and thereafter incorporated into any contract resulting from this RFP.

3.16.7 Method of Award

The evaluation of each response to this RFP will be based on its overall competence, compliance, format and organization. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to IPTM taking into consideration the evaluation criteria listed below. IPTM reserves the right to negotiate the pricing component of the evaluation criteria after the highest ranked proposer has been determined. If a successful conclusion cannot be reached with the highest ranked proposer, the negotiations with the highest ranked proposer will be terminated and the IPTM may enter into negotiations with the next highest ranked proposer, and so on until a successful conclusion to the negotiations is reached.

Evaluation Criteria

- Responsiveness (10 points)
- Responsibility (20 points)
- End User Support (25 points)
- Administrative Support (25 points)
- Product Information List Pricing (20 points)

Points will be awarded by each individual committee member ranking proposal responses on a scale from one to the maximum allowable points for that category.

3.16.8 Selection and Additional Information

Although IPTM reserves the right to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion or prior notice. IPTM presumes that any proposal is a best-and-final offer.

3.16.9 ~~Pre-Award Presentations~~ (Intentionally left blank)

3.16.10 Protests

Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with University of North Florida regulations. Failure to file a protest in accordance with University of North Florida Regulation 13.0020R or failure to post the bond or other security as required in UNF Regulations 13.0020R and 13.0030R shall constitute a waiver of protest proceedings.

3.16.11 Vendor's Need to Use Proprietary Rights of IPTM

All information proprietary to IPTM and disclosed by IPTM to any Vendor shall be held in confidence by the Vendor and shall be used only for purposes of the Vendor's performance under any contract resulting from this RFP.

3.16.12 Open Meetings Requirements/Public Records

Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public at which a vendor makes an oral presentation or at which a vendor answers questions.

A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law until Procurement Services posts Notice of Intended Decision or until 30 days after sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Services posts a Notice of a Decision concerning the reissued RFP or until Procurement Services withdraws the reissued RFP. The exemption period cannot exceed 12 months after the initial Procurement Services notice rejecting all replies.

3.16.13 ~~Preference for Florida Based Vendors for Purchases of Personal Property~~ (Intentionally left blank)

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the terms and conditions that will become part of any Agreement consummated between IPTM and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to RFP, Request for Proposal.

4.1 Actions of Successful Vendor

IPTM is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of IPTM.

4.2 Advertising; Use of University and/or IPTM Marks

The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University of North Florida and/or IPTM is a customer or client of Successful Vendor and shall not utilize University or IPTM marks without prior written consent of University or IPTM.

4.3 Certification

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of IPTM has, or whose relative has, a substantial interest in any Agreement subsequent to this RFP. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to IPTM only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.4 Conflict of Interest

The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of University/IPTM. Further, all Vendors must disclose the name of any University/IPTM employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor's firm or any of its branches.

4.5 Drug Free Workplace

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Agreement. IPTM reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision substantially the same as this statement in any and all subcontracts permitted for the performance of the work.

4.6 Non-Discrimination Equal Opportunity and Diversity Statement

IPTM is committed to providing an inclusive and welcoming environment for all who interact in our community. To accomplish this intent, IPTM conforms to both the spirit and the letter of all laws and regulations that prohibit discrimination and harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any program, service or activity it offers. Similarly, IPTM will not commit or permit retaliation. The contracting party will adhere to such provisions and provide to IPTM, upon request, evidence of compliance federal and state law and University provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement.

4.7 Federal, State and Local Taxes, Licenses and Permits

The Successful Vendor is solely responsible for complying with all laws, ordinances and regulations on taxes, licenses and permits as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by IPTM. Successful Vendor shall, at no expense to IPTM, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.8 Inspection; Audit; Document Retention

The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. IPTM and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

4.9 Liens

The Successful Vendor shall keep IPTM free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

4.10 Modifications

The Agreement can be modified or rescinded only by a writing signed by both parties and their duly authorized agents.

4.11 Affirmative Action

IPTM of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

IPTM of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

4.12 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at IPTM's expense, shall be and remains IPTM's property without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the

Agreement. All materials and products produced shall be provided to IPTM upon expiration of this Agreement.

4.13 Sales and Use Tax

The Successful Vendor agrees to comply, and to require all of his subcontractors to comply, with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless IPTM from any and all claims and demands made against it by virtue of the failure of the Successful Vendor, or any subcontractors, to comply with the provisions of any and all said laws. IPTM is exempt from state sales, excise and use taxes.

4.14 Sexual Harassment

Federal law and the regulations and/or policies of the University of North Florida prohibit sexual harassment of University/IPTM employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University/IPTM employees, or a hostile or offensive academic environment for University students. University/IPTM Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent acts of sexual harassment of University/IPTM employees and students. The employer of any person who University/IPTM, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to remain off University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University of North Florida, its officers and agents, and IPTM to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

4.15 Small Business

The University/IPTM is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services.

Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

4.16 Smoking Policy

Effective August 01, 2015, the University of North Florida is designated Smoke -Free. The act of smoking is prohibited on University controlled properties.

- This regulation applies to all members of IPTM community which includes faculty, staff, students, volunteers, contractors and visitors.
- The use of smoke-free electronic cigarettes is permitted outdoors only.
- The sale of smoking products is prohibited.
- The free distribution of smoking products is prohibited.
- Smoking related advertising or sponsorship is prohibited.

For the complete regulation, see http://www.unf.edu/president/policies_regulations/01-General/1_0140R.aspx

4.17 Sustainability Preferences

IPTM's procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

4.18 Assignment Delegation

No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without IPTM's written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser. Therefore, the Successful Vendor hereby assigns to IPTM any and all claims for such overcharges.

4.20 Force Majeure

Neither IPTM nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

4.21 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to IPTM. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

4.22 Indemnification/Hold Harmless

The Successful Vendor shall indemnify, defend, and hold harmless the University of North Florida Training and Service Institute D/B/A Institute of Police and Technology Management, the University of North Florida Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, ("Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought, or made against or incurred, on account of loss of or damage to, any property or for injuries to, or death, of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, breach of contract, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of IPTM or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

IPTM does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. IPTM does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

4.23 ~~Insurance Requirements~~ (Intentionally left blank)

4.24 Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of IPTM, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. IPTM may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents.

4.25 Labor Disputes

Successful Vendor shall give prompt notice to IPTM of any actual or potential labor dispute which delays or may delay performance of the Agreement.

4.26 Compliance with Laws, University Regulations and Policies

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify IPTM, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.

The Successful Vendor's employees, and any other persons in or about the University's premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University's premises. University Regulations and Policies are available on the University's website at www.unf.edu.

4.27 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

4.28 No Waiver of Right by IPTM

No waiver by IPTM of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar IPTM's right to insist on strict performance of the provisions of the Agreement.

4.29 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required when conducting business on University premises. The Successful Vendor should visit <http://www.unf.edu/parking> for additional information.

4.30 Payment Terms

IPTM's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. IPTM shall mail the Successful Vendor's payment within 40 days after receipt of an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days

shall result in the IPTM paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized.

4.31 Prior Course of Dealings

No trade usage, prior course of dealings or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting Agreement.

4.32 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for IPTM for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime (UNF Regulation 13.0010R(II)(4)).

4.33 Records

All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

4.34 Referencing of Orders

For each order issued against an Agreement resulting hereunder, IPTM intends to reference this RFP for pricing, terms and conditions, delivery location and other particulars. However, in the event IPTM fails to do so, IPTM's right to such terms and conditions and particulars shall not be affected and no liability of any kind or amount shall accrue to IPTM.

4.35 Remedies and Applicable Law

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and IPTM. IPTM and Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

4.36 Right of Inspection

University has the right to inspect the goods at delivery before accepting them.

4.37 Right of Offset

IPTM shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by IPTM or damages assessed by IPTM concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement or any other debt owing IPTM including expenses, costs and damages described in the termination provisions contained herein.

4.38 Shipment under Reservation Prohibited

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.39 ~~Specifications: Brand Name or Acceptable Alternate~~ (Intentionally left blank)

4.40 Successful Vendor to Package Goods

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address, (b) consignee's name, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

4.41 Termination

4.41.1 Convenience

IPTM reserves the right to terminate the Agreement, in whole or part, at any time when in the best interests of IPTM without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to IPTM. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to IPTM. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against IPTM in the event of termination under this provision. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

4.41.2 Default

IPTM reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. IPTM shall provide written notice of the termination stating grounds for the termination to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of, and be delivered to, IPTM on demand. IPTM may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to IPTM for any excess costs incurred by IPTM in re-procuring the materials or services, together with reasonable attorney's fees and costs associated with the collection of such excess costs.

4.41.3 Gratuities

IPTM may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by IPTM that gratuities in the form of entertainment, gifts, loans, rewards, promises of future employment, favors or services were offered, or given, by the Successful Vendor or any agent or representative of the Successful Vendor, to any officer or employee of IPTM with a view toward securing favorable treatment with respect to the awarding or amending or the making

of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by IPTM pursuant to this provision, IPTM shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.41.4 Insolvency

IPTM shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within 30 days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.41.5 Legislative Appropriation

As the items to be purchased through this RFP will be purchased under highway safety grants from the Florida Department of Transportation State Safety Office, any purchases or contract renewals are subject to funding availability. All grants are based on the Federal fiscal year cycle of October 1 to September 30. There is no guarantee how much funding will become available, or if the grants will be renewed at University/IPTM.

4.41.6 Stop Work Order

IPTM may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of 90 days after the order is delivered to the Successful Vendor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. IPTM shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.41.7 Suspension or Debarment

IPTM may by written notice to the Successful Vendor, immediately terminate the Agreement if IPTM determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.41.8 Continuation of Performance through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination as directed in the termination notice.

4.42 Title Risk of Loss

The title and risk of loss of the goods shall not pass to IPTM until IPTM actually receives the goods at the point, or points, of delivery.

4.43 Representations and Warranties

In addition to any implied warranties, Successful Vendor represents and warrants:

- The goods furnished will conform to the specifications, drawings and descriptions listed herein and to the sample, or samples, furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

- All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- All information and documentation supplied by Vendor to IPTM in the solicitation in true and correct and Vendor has not failed to disclose any matter which, if known to IPTM, would disqualify Vendor from participation in the RFP.

4.44 No Limitation of Liability; Mutuality of Remedies

IPTM does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, any breach of the Agreement or any breach of any representation or warranty by Successful Vendor. IPTM does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or IPTM any remedy available to either under the laws of the State of Florida.

4.45 Governing Law

The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida without regard to conflict of laws principles.

4.46 Confidentiality

The University is governed by the Florida Public Records Law, §119, Fla. Stat. The Florida Public Records law imposes restrictions on the University/IPTM's ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University/IPTM shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University/IPTM, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University/IPTM will endeavor to provide Vendor five days advance written notice of its intended release of such materials.

4.47 Independent Contractor

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of IPTM and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor IPTM has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and IPTM expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. IPTM shall not withhold any taxes in connection with the compensation paid to Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required forms and make all required payments appropriate to each employee's tax status when and as they become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each employee including, without limitation, workers' compensation, health, disability,

general liability and other insurance and benefits to which such employees may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which its employees are entitled. None of the employees are entitled to neither participate in any of the benefits provided to University employees (including additional pay or time off for University holidays or vacations) nor in any employee benefit plans, arrangements or distributions of IPTM. Vendor shall be responsible for providing Vendor's own insurance coverage to protect Vendor from any claims made against Vendor by employees, including those that may arise from the goods or services rendered pursuant to the Agreement.

4.48 Dispute Resolution

Absent a separate written agreement so providing, IPTM does not consent to binding arbitration or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes involving monetary claims of \$200,000 or less may, at the sole option of the University/IPTM, be conducted pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the state courts of Florida.

4.49 Incorporation of Sections of RFP

The substantive provisions of Section 1 (Statement of Work) and Section 3 (General Information and Instructions to Proposers) of this RFP, to the extent not fully performed prior to the Agreement, are incorporated and made a part of the Agreement.

4.50 ~~Travel Expenses~~ (Intentionally left blank)

4.51 Employment of Undocumented Workers

Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

4.52 Survival

The obligations under this Agreement which, by their nature, would continue beyond the expiration of the term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

4.53 Severability

If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Agreement.

4.54 Headings; Counterparts, Photocopies

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which, when taken together, shall be considered one and the same agreement. A photocopy of a fully executed counterpart of this Agreement is competent evidence of an original hereof.

5.0 Requirements and Specifications

5.1 Term of Agreement

The term of this Agreement will be for an initial period of five years, 03 /01/16 to 03/ 01/21, with an option to renew based on satisfactory performance and the written approval of both parties for up to three additional one year periods.

5.2 RFP Requirements and Specifications

As stated before, this RFP will pre-qualify vendors and their selected traffic safety products which will be made available to participating and winning agencies through the four Challenge programs. It will also be used as a basis for discretionary purchases made by IPTM in support of the Law Enforcement Liaison Program.

Listed below are the requirements and provisions that must be met by vendors and the products that they propose.

5.2.1 Vendor Selection

For a vendor to be selected as a result of this RFP, at a minimum, the vendor must meet the following criteria:

- The vendor, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the vendor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. The authorization shall be included in the vendor's proposal. Failure to comply with this requirement may result in Bid rejection.
- IPTM will accept proposals that include third party involvement only if the vendor submitting the proposal agrees to take complete responsibility for all actions of the Subcontractors. Vendor must state whether Subcontractors are/are not being used.
- If applicable, vendor shall identify all Subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, email, and federal tax identification number. IPTM reserves the right to approve or reject any and all Subcontractors that vendor proposes.
- References may be used to evaluate the vendor's history of performance and may be an award consideration. Vendor shall furnish minimum of three (3) references from different entities for which vendor has performed or provided comparable, service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this RFP, including entity [name, authorized individual, telephone, email, and facsimile]. Vendor shall complete the references portion of the attachment B.
- IPTM will only attempt to make contact with a Bidder's provided references a maximum of three (3) times. If such contact cannot be established with any of the references provided,

then those references with which contact cannot be established may be deemed non-responsive and no further attempts will be made to contact that particular reference. References giving negative feedback towards the vendor and/or states an unwillingness to work with the vendor again, may be rejected and therefore cause the vendor to fail the responsibility requirement. IPTM reserves the right to solicit and substitute other references to determine the sufficiency of the vendor's level of responsibility.

Vendors will be evaluated in the following categories:

- Responsiveness (10 points)
- Responsibility (20 points)
- End User Support (25 points)
- Administrative Support (25 points)
- Product Information List Pricing (20 points)

Responsiveness

The quality and completeness of the proposal will be evaluated. The vendor will be rated on the documentation provided including all of the relevant information, certifications, and supporting documents outlined in this RFP.

Responsibility

The experience, capabilities, and service record of the vendor will be evaluated. Consideration may be given to, but not limited to, the following elements:

- a. The ability, capacity, and skill of the vendor to perform the contract and provide the items and/or services required;
- b. The character, integrity, reputation, judgement, experience, and efficiency of the vendor;
- c. Whether the vendor can perform the contract within the time specified;
- d. The quality of performance under previous contracts or purchase orders;
- e. Such other information as may be secured having a bearing on the decision to award the contract.

During the evaluation, IPTM reserves the right to make reasonable inquiries to determine the responsibility of any vendor. Requests may include, but are not limited to, financial statements, review of invoices, references, records of past performance, and clarification of vendor's offer.

End User Support

As the entire purpose of the four Challenge programs is to reward law enforcement for their life saving highway safety efforts, it is of vital importance that these agencies receive quality products supported by the highest level of customer service, warranty service, and related support from the selected vendors. In this category, consideration may be given to, but not limited to, the following:

- a. Customer service capabilities
- b. Warranties offered and length of warranties on the proposed items
- c. Warranty repair process
 - I. In-house or subcontracted repair services
 - II. Process and turn-around time
- d. Product training or other support offered to receiving agencies

- e. Documentation of internal processes and procedures for addressing and solving customer issues and complaints
- f. Designation of a primary and backup customer service Point of Contact (POC) who has the authority to and will be responsible for satisfactorily addressing issues or complaints regarding products purchased under this RFP.

Administrative Support

In addition to quality customer service to the receiving agencies, quality administrative support must also be delivered to IPTM. Considerations in this category include, but are not limited to:

- a. Timely and accurate acknowledgement, processing, and tracking of orders
- b. Complete and accurate invoicing (as specified herein) with all of the required supporting documentation
- c. Designation of a primary and backup administrative Point of Contact (POC) who has the authority to and will be responsible for quickly addressing order process, delivery, and invoicing issues for products purchased under this RFP.

Product Information Pricing

Only proposals that have been determined to be acceptable in each of the above categories will have costs evaluated. Proposals will be evaluated based upon the item costs proposed in comparison with list costs and the costs offered to other purchases of this magnitude. Price sheets for each category will be evaluated to verify that all information is complete and to determine the best cost to IPTM.

5.2.2 Item Selection

IPTM will select items for award under this RFP that it deems to be most suitable and appropriate for the mission and purpose of the Law Enforcement Liaison Program and its four Challenges. Prior to any final selection, all items must be approved by the Florida Department of Transportation and the National Highway Traffic Safety Administration in or to be awarded under this RFP. Items that will be selected are meant to be used by and owned/retained by Florida law enforcement.

To be considered, items must meet the following requirements:

- Except for expendable accessories, power sources (batteries), and calibration devices/substances, all items must have a minimum service life of three (3) years from the date of delivery.
- Items must have a valid and primarily traffic safety purpose absent of any messaging applied to the items.
- Items must be practical for use by law enforcement and fulfill a traffic safety role when used by law enforcement. Examples include:
 - Items that enhance law enforcement's ability or capacity to conduct highway safety and/or traffic enforcement activities.
 - Items that improve the safety of law enforcement when conducting highway safety and/or traffic enforcement activities.
 - Items that aid law enforcement in evidence collection and documentation of criminal and non-criminal traffic offenses.
 - Items that assist law enforcement in identifying and addressing high crash and high traffic violation locations.

- Items that assist in the documentation, safe control, and timely clearance of traffic crash scenes.
- Traffic control devices (cones, barricades, signage, etc.) that are designed for use on public roadways for the purposes of warning, diverting, routing, or channelizing motor vehicle traffic must meet the size, reflectivity, and other standards established by the Florida Department of Transportation for use on state highways.
- All speed measuring devices to be used in obtaining evidence of motor vehicle speeds for use in any court in the State of Florida shall be of a type approved by the Florida Department of Highway Safety and Motor Vehicles under Section 15B-2 of the Florida Administrative Code. The vendor must supply documentation of such approval for each relevant device with their proposal. Such approval must be valid at the time of the vendor’s proposal in order to be considered. Failure to comply with this requirement may result in bid rejection.
- Evidential breath alcohol testing equipment must meet the definition of an “Evidentiary Breath Test Instrument” and be approved by the Florida Department Law Enforcement under Section 11D-8 of the Florida Administrative Code. The vendor must supply documentation of such approval with their proposal. Such approval must be valid at the time of the vendor’s proposal in order to be considered. Failure to comply with this requirement may result in bid rejection.
- Items with a single unit cost of \$5,000 or greater must meet the Buy America requirements of 23 U.S.C. 313. The vendor shall include a document certifying Buy America compliance for each relevant item submitted in the vendor’s proposal. Failure to comply with this requirement may result in bid rejection.

Items that will **not** be considered include, but are not limited to, the following:

Items that have no or only a limited traffic safety use

Items commonly considered “public information and education” or “outreach” that are designed to be distributed to the public by law enforcement in support of a traffic safety issue

Personally worn recording devices and body cameras

Print items used to market a traffic safety campaign, issue, or message to the public.

Weapons, ammunition, shields, or body armor

Items that conduct or support automated traffic enforcement.

Police pursuit termination or suspect tracking items

Extended warranties or any service cost that extends beyond the end of the grant period

Installation costs

Personal mobility devices and motor vehicles

5.2.3 Quantity Limitations and Bundling

Because of the wide array of highway safety products offered by many vendors, it is necessary to limit the number of products that can be submitted in response to this RFP. Each proposal is limited to a maximum of 50 items total. Due to the unique configuration of emergency vehicle lighting, responses that primarily focus on emergency vehicle lighting are limited to a maximum of 100 total items.

It is the vendor’s choice as to which items are to be included in their proposal. In making that choice, consider the following:

- All items proposed must comply with the specifications listed in **Item Selection** above as well as those provisions that may be listed elsewhere in this RFP.

- When selecting items, consideration should be given to the Awarded Points chart listed in **Reward Items Selection** above. For example, the maximum award amount is 18,000 points currently represents approximately \$18,000 in purchasing power. Therefore, items with a total unit cost in excess of \$18,000 could not be selected. Additionally, approximately 185 agencies received participation points in the 2015 Florida Law Enforcement Challenge. For 2016, participation points awardees will receive 1,000 points; therefore, items at or under the \$1,000 level may be popular.
- Bundling of products and representing as one item is encouraged. For example, if a product needs a mounting bracket and cable to be operational, you can bundle the product, bracket, and cable together as one item instead of bidding as three separate items. You can also bundle together a group or lot of products as one item (3-pack, 6-pack, etc.). If bundling is proposed, bundles must be listed as one item number and one price. See invoicing instructions below for additional criteria.

5.2.4 Pricing

When calculating item costs, vendors should consider the following:

- Bid prices must include all cost components needed for the delivery of the items as described in this RFP. In addition, all costs associated with the item must be incorporated into the total product price and invoiced appropriately.
- IPTM cannot pay for any product or service that would be received or extend beyond the end of the grant year; therefore, extended warranty costs are not usually allowable. However, if the vendor wishes to include extended warranties as an added value and at no additional charge, that is acceptable. However, it must be clear that the item costs have not been inflated in order to conceal the extended warranty costs.
- Installation costs will not be considered. However, if a vendor wishes to offer item installation as an added value at no additional charge, that is acceptable. It must be clear that the item costs have not been inflated in order to conceal the extended warranty costs. Also, if offered, all installations conducted under this RFP must be completed by September 30 of the year of purchase.

Pricing and discount information are to be documented on the Product Information List (Attachment E).

IPTM reserves the right to make an award without further discussion; i.e., there will be no best and final offer request. Therefore, proposals should be submitted on the most favorable terms that vendor intends to offer.

Although vendors may propose a maximum number of items as described above, IPTM reserves the right not to select any or all of the proposed items for award.

As many items can have multiple qualified distributors, IPTM plans to select only one vendor to supply any single item or family of items. For that reason, the vendor's product number and description is required in addition to the manufacturer's product number and description on the Production Information List (Attachment E). IPTM does not intend to award the same item from multiple vendors.

IPTM also intends to award a category or family of items to a single vendor who offers the best value to IPTM. For example, if multiple vendors submit proposals to supply a family of related products, IPTM intends to award the entire family of products to the single vendor who offers the best value to IPTM.

IPTM reserves the right to determine the size and makeup of categories or product lines for this purpose. A “family” of products is generally considered to be items of a similar product line from the same manufacturer.

5.2.5 Purchasing, Delivery, and Invoicing

The following process will be used for reward item purchases:

Once the catalog selection period closes and the selected items are tallied by vendor, IPTM purchase orders will be created and transmitted to the vendors placing the orders. The purchase order will include information regarding each receiving agencies’ selection (relevant to that order) along with the receiving agencies’ delivery address and contact person information.

Reward items are to be shipped by the vendor directly to the receiving agencies. If special delivery arrangements are necessary (i.e. off load equipment, loading dock, etc.), it is the vendor’s responsibility to make those arrangements directly with the ordering agency(s).

After and only after the delivery has been made, Vendors are to invoice IPTM for the items and include the following information on invoices:

- **ALL ITEMS MUST BE DELIVERED TO RECEIVING AGENCIES (or IPTM as appropriate) NO LATER THAN SEPTEMBER 30th of the calendar year purchased.** Payment will not be made for anything that does not show a verified delivery by September 30th. Therefore, it is the vendor’s responsibility to ensure that all deliveries take place on time. There are **NO OPTIONS** for late deliveries or alternative delivery arrangements.
- Invoices must include tracking information or Bills of Lading showing proof of delivery and the dates of delivery. It is the vendors’ responsibility to supply dated proof of delivery for each and every item invoiced. The proof of delivery must be from an independent source other than the vendor (i.e. shipping company tracking information or signed receipt from receiving agency). If signed proof of delivery is provided, the name of the signatory and date must be legible. Note: tracking numbers of the shipment is NOT sufficient. Documentation showing the delivery was made is required.
- Invoices shall bear the purchase order number for that purchase. Consolidation of invoices into the fewest number of invoices as possible is preferred; however, do not mix purchase orders on one invoice. Separate purchase orders must be invoiced separately.
- If the purchased products bear a serial number, the serial numbers must be included on the invoice.
- Product numbers, descriptions, and cost within invoices must match those contained within the RFP award. Any lesser included items must not be costed separately on the invoice. (Example: if the RFP award is for a 5-piece bundle, then the one single 5-piece bundle item number, description and cost is to be listed on the invoice. DO NOT list each of the 5 pieces and their costs separately, even though the total matches the 5-piece bundle price).
- If manual or other special invoicing is necessary in order to meet the terms and conditions specified herein, it is the vendors’ responsibility to make those arrangements. Invoices cannot exceed the item costs or the total costs listed in the purchase orders.
- Invoices and supporting documentation can be emailed, shipped, mailed, or hand delivered to the locations listed on the purchase order documentation. Invoices and supporting documentation may also be electronically submitted by methods designated by IPTM. Faxed invoices and documentation cannot be accepted.
- All invoices and supporting documentation must be received by IPTM no later than October 5th of the calendar year purchased.

- **The vendor forfeits payment for any items that do not show verified proof of delivery by September 30th and whose invoice and supporting documentation are not received by IPTM by October 5th of the calendar year purchased.**

For discretionary purchases, IPTM is the receiving organization and all deliveries will be made to the IPTM or LEL facility location listed on the purchase order. Like Challenge reward purchases, discretionary purchases will all be made to Florida addresses. Vendors must make appropriate delivery arrangements in advance to ensure the availability of staff to receive the order on scheduled delivery dates. As IPTM staff will be actually receiving these items, proof of delivery is not required for discretionary purchase items. All other invoicing provisions and due dates apply as described above.

5.2.6 Warranties and Product Exchange

Although the items are purchased by IPTM, all warranties and rights of ownership shall lie with the receiving law enforcement agencies. The vendor agrees to honor any and all service or warranty requests from receiving agencies as if they were the purchasing organization.

Because of restrictions from the funding agency, purchases made through this RFP come with certain restrictions. With that in mind, receiving law enforcement agencies cannot swap/exchange items purchased under this contract for something different without prior written permission from IPTM or the Florida Department of Transportation. It is the vendor's responsibility to verify that prior written permission has been given before exchanging any item for a different item.

5.2.7 Miscellaneous Provisions

In addition to provisions contained herein, all purchases made through under this RFP are also governed by *Part V: Acceptance and Agreement* of the prevailing sub-grant agreement as well as 2 CFR Part 200 of the Code of Federal Regulations.

6.0 CERTIFICATION AND FORMS (Tab 2)

6.1 Certification of Proposal

Explanation: This certification attests to the Vendor’s awareness and agreement to the content of this Request for Proposal (RFP) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms IPTM will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal 16-08 issued by the University on behalf of IPTM. The undersigned, as a duly authorized officer, hereby certifies that

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of (90) calendar days as of the Due Date for responses to the RFP.

The undersigned further certifies that their firm (check one) ___ IS or ___ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify IPTM of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Name of Official: _____ Title: _____

Signature: _____ Date: _____

6.2 Conflict of Interest Certificate

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

SECTION I

I hereby certify that no official or employee of the IPTM requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Name of Official (type or print)	Company Name
_____	_____
Signature	Business Address

	City, State, Zip Code

SECTION II

I hereby certify that the following named IPTM official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with Procurement Services, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

_____	_____	_____
Name	Title/Position	Date of Filing
_____	_____	_____
Name of Official (type or print)		Company Name
_____		_____
Signature		Business Address

		City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

IPTM requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: _____

Position Held: _____

Position/Relationship with Proposer: _____

6.3 Addendum Acknowledgment

I, the undersigned, acknowledge the receipt of:

Addendum # _____ through Addendum # _____

All addenda to this RFP 16-08 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

IPTM has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Request for Proposal and returning this form with your response may result in disqualification of your response to this RFP.

Authorized Signature _____

Printed or Typed Name _____

Company Name _____

Date _____

6.4 Government Classifications

Check all applicable:

- | | |
|--|---|
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> American Women |
| <input type="checkbox"/> African American | <input type="checkbox"/> Women Owned |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Veteran |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Disabled |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Service Disabled Veteran |

6.5 ~~Invoice and Payment~~ (Intentionally left blank)

**Company Responsibility
Attachment B**

1. Describe the company’s ability, capacity, and skill to perform the contract.

2. Describe the company’s ability to delivery within the time(s) specified.

3. Describe other contracts or orders of this magnitude that the company is actively working or has executed in the past three years. At a minimum, include customers, dates, quantities, turnaround time, and any other information that may be helpful in evaluating the company’s capabilities.

4. Provide a minimum of three (3) public sector or private references for which the company has delivered goods and/or services similar in scope to this RFP.

1. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	
2. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	
3. Agency/Company name	
Address	
Contact person	
Telephone	
E-mail	
Product(s) provided	
Approx. dollar cost	

**End User Support
Attachment C**

1. Explain the company’s customer service and support systems and capabilities to include:
 - customer service capabilities
 - system for addressing customer and product issues
 - warranty repair process for all items included in the company’s proposal
 - product training (if applicable)
 - other support offered to receiving agencies

2. Identify the customer service contacts who will be responsible for satisfactorily addressing customer issues or complaints for purchases under this contract.

Customer Service Contacts	
Primary	Secondary
Name:	Name:
Telephone:	Telephone:
Cell:	Cell:
FAX:	FAX:
E-mail:	E-mail

3. Identify any subcontractors who will perform services in fulfillment of the requirement under this contract. Include the company name, Federal Tax Identification Number (TIN), the nature of services to be Performed, and the dollar value or percentage of business of each proposed subcontractor.

**Product Information List
(Attachment E)**

RFP Item	Item Name/Description	Manufacturer	Product/Model #	Current manufacturer price per unit	RFP price per unit	Warranty Information (If applicable)	Vendor Authorized to sell product?
1							
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Product/model number reflected on product info sheet must be same as will be used for invoicing for payment

Prices can be adjusted annually with a CPI increase of 2%. Total increase cannot exceed 10% for the life of the contract.

The following documents must be provided if applicable to the item proposed and must be clearly labeled with RFP Item # and name:

Statement of compliance with FDOT standards (traffic control devices)

Section 15B-2 F.A.C. approval (speed measurement devices)

Section 11D-8 F.A.C. approval (evidential breath test instrument)

Buy America compliance certification (single item cost in excess of \$5,000)



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SALE!

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Kustom Sig

4

~~\$6,000~~ \$5,000



The ProLaser 4 traffic safety greater range. Ergonomical provides outstanding balan while reducing fatigue with means you will never lose a

The high contrast OLED rea Four selectable aiming retic user's preferences. The opti new tools to better support

Now with Following to Following too closely or tail serious collisions and "is the today." (NHTSA) The ProLas safe and prudent driving vic



Kustom Signal



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EAN: ProLaser-4-0018801

SKU: ProLaser 4 Kustom Sig

Categories: LIDAR, Speed I

Tags: Kustom Signals, Law Enforcement, Speed Machin

Brands: [Kustom Signals](#)

- 1 +

All

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Kustom Signals [ProLaser 4](#) i acquisition at greater range the rugged forward-swept p The Hogue® textured grip i extended use. Locked even measurement.

kustom Signals [LaserCam 4](#) superior performance.

The ProLaser 4 Kustom Sigr better visibility day or night. range in the HUD satisfy any TimeTrak™ HUD indicator of history.

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Mode!!!**

Following too closely or tail



today. (NHTSA) The ProLas safe and prudent driving vic

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- Laser wavelength: 904 nm
- Spectral accuracy: +/- 1 nm
- Speed range: 10 to 200 mph optional
- Target range: 10-8,000 ft
- Range Accuracy: +/- 6" (1.5m)
- Display Resolution: 0.1 ft
- Acquisition time: 0.3 seconds
- Laser beamwidth: 1 mRad
- Eye safety: CDRH/FDA Class II
- Battery life: 11+ hours, continuous
- Operating temp: -22 deg C to 147 deg F
- Power input: 4x AA batteries
- I/O data port: USB with RS485
- IP67 water and dust proof

DATASHEET

Accessories

- Tripod
- Lockable motorcycle holder
- Shoulder stock
- Bluetooth® handle and foot pedal
- Saddlebag sleeve padding
- 3x HUD magnification

Related Products



SALE!



SALE!



SALE!



ARH SmartCAM HDx DUAL PLUS ★★★★★
~~\$4,000~~ \$3,636

DETAILS	ADD TO CART
-------------------------	-----------------------------

ARH SmartCAM FHD DUAL PLUS ★★★★★
~~\$4,500~~ \$4,080

DETAILS	ADD TO CART
-------------------------	-----------------------------

ARH SpeedCAM ANPR Camera ★★
~~\$7,000~~ \$6,500

DETAILS	ADD
-------------------------	---------------------

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Villa 852, Al Yasmeen Compound, AI



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- Speed
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- ANPR
- Body-worn
- Camera
- Border
- Surveillance

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https://t.co/PMYlwn...
6
months
ago

City,
Egypt
Email:
info@egypt-

pro.com
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Phone: 

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7606

Fax:
+2
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7605

Mobile:
+2
010
6439
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7187

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Description

MPH Industries **Sure Shot Lidar Radar** gun is the gold standard for Traffic Enforcement and Police Radar Gun end users. The **Sure Shot Lidar** gun provides the highest level of target acquisition time, target range, and accuracy and is built for the stringent needs of all traffic enforcing officers.

The **SURE SHOT** is the only **LIDAR** traffic gun that is built with an intuitive, back-lit touch screen menu. Even a gloved hand is able to operate the touch screen in all light conditions. With the forward-facing location this LIDAR gun will work for both right and left handed individuals. The over/under lens configuration allows the officer to keep one eye open for faster target acquisition and a high level of peripheral vision for the operators safety.

Improved ergonomics allow for less wrist fatigue including a forward sweeping handle for excellent balance. The durable **SURE SHOT** is comprised of an anodized aluminum housing and HUD cover, impact resistant ABS handle along with front and rear rubber bumpers to protect the product against unintended drops and bumps

The **SURE SHOT** is powered by

Four AA Alkaline Batteries or

Four Rechargeable Batteries or

USB port to 12 VDC Adapter

Your **SURE SHOT LIDAR** - will ship with eight rechargeable batteries and battery charger.

ADDITIONAL SURE SHOT FEATURES

- Obstruction mode - for ignoring non-moving objects allowing officers more choices in setting up to monitor
- Following Too Close (FTC)
- Rain mode - for enhanced capability in rain or other poor weather conditions
- High capacity internal memory for saving up to 500 shot logs
- Built-in USB port for downloading shot log data
- Optional shoulder stock for steadier aiming

Related Products



(<https://www.radargunsales.com/product/enforcement/police-radar-guns/genesis-2-select-2/>)

Genesis 2 Select, The Genesis II Select

(<https://www.radargunsales.com/product/enforcement/police-radar-guns/genesis-2-select-2/>)

\$1,775.00

ADD TO CART (?ADD-TO-CART=2582)



(<https://www.radargunsales.com/product/enforcement/police-radar-guns/genesis-handheld-directional-2/>)

Genesis Handheld Directional Radar Gun

(<https://www.radargunsales.com/product/enforcement/police-radar-guns/genesis-handheld-directional-2/>)

\$899.00

ADD TO CART (?ADD-TO-CART=2584)



(<https://www.radargunsales.com/product/traffic/speed-displays-trailers/speed-spy-2/>)

Speed Spy

(<https://www.radargunsales.com/product/traffic/speed-displays-trailers/speed-spy-2/>)

\$1,995.00

ADD TO CART (?ADD-TO-CART=2705)



(<https://www.radargunsales.com/product/traffic/speed-displays-trailers/the-traffic-guardian-2/>)

The Traffic Guardian - Speed

(<https://www.radargunsales.com/product/traffic/speed-displays-trailers/the-traffic-guardian-2/>)

\$1,576.00

ADD TO CART (?ADD-TO-CART=278)



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

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 1/28/2021
SUBJECT: New Vehicle Purchase

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Two of the three current vehicles utilized by the Town are reaching their end of life cycle. The Town desires to acquire a new RAM 1500 Tradesman Crew Cab 4X4 to replace one of these vehicles as it offers numerous advantages for vehicular services for the community. The Town has piggybacked off the agreement with the Florida Sheriff's Association agreement number FSA20-VEL28.0 to secure contract rates for this purchase. These prices are more advantageous than any pricing that can be obtained individually for an identical vehicle.

Fiscal Impact/Analysis

The Town set-aside and assigned \$17,500 within its Fund Balance from last year and also

contingency budgeted \$17,500 for the current FY 2021 totaling \$35,000. As quoted the vehicle will cost \$34,904 which is within budget. In order to budgetarily effectuate this acquisition a budget amendment is necessary as follows:

REVENUES:	Appropriated Assigned Fund Balance	001-0000-399-39900	<u>\$17,500</u>
EXPENDITURES:	Machinery & Equipment	001-3900-519-64100	\$35,000
Contingency		001-3900-519-99100	<u>(\$17,500)</u>
TOTAL EXPENDITURES			<u>\$17,500</u>

Not acquiring this vehicle will lead to increased maintenance costs on a vehicle that has exceeded its useful life cycle and will result in increased downtime for the current vehicle and an increase in mileage reimbursement costs.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
37952927-v1-Town Vehicle Purchase Ram 1500-TA Approved	1/15/2021	Resolution
Vehicle Quotation - Alan Jay Fleet Sales	1/15/2021	Exhibit

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO ALAN JAY FLEET SALES IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR THOUSAND NINE HUNDRED AND FOUR DOLLARS AND ZERO CENTS \$34,904.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET FOR MACHINERY AND EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two of the three current utility vehicles utilized by the Town are reaching their end of life cycle; and

WHEREAS, the Town desires to acquire a new RAM 1500 Tradesman Crew Cab 4X4 to replace one of these vehicles as it offers numerous advantages for vehicular services for the community; and

WHEREAS, the Town piggybacked off the agreement with the Florida Sheriff's Association agreement number FSA20-VEL28.0 to secure contract rates for this purchase; and

WHEREAS, the Town Council desires to issue a purchase order not to exceed thirty-four thousand nine hundred and four dollars and zero cents (\$34,904.00) based upon the quote attached hereto as Exhibit "A" with Alan Jay Fleet Sales; and

WHEREAS, additional funds in the amount of seventeen thousand five hundred dollars and zero cents (\$17,500.00) need to be reallocated in Fiscal Year 2021 to cover the anticipated costs of the new vehicle within the Machinery and Equipment Fund (Account # 001-3900-519-64100) via receipt of a transfer from Contingency (Account # 001-3900-519-99100); and

WHEREAS, this Multi-Purpose Vehicle procurement item has been budgeted in the current FY 2021 and FY 2020 budgets respectively within the General Fund in the amount of (\$35,000) which is sufficient to facilitate this acquisition.

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

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

37952927.1

SECTION 2. AUTHORIZATION. The Town Council hereby authorizes the issuance of a purchase order in the amount not to exceed thirty-four thousand nine hundred and four dollars and zero cents (\$34,904.00) with Alan Jay Fleet Sales to purchase one new 2021 Ram 1500 Tradesman Crew Cab 4X4; and

SECTION 3. Budget Adjustment. The Town Council hereby approves a budget amendment in the amount of seventeen thousand five hundred dollars and zero cents (\$17,500.00) to fund the cost of the new vehicle purchase. The Town set-aside and assigned \$17,500 within its Fund Balance from last year and also contingency budgeted \$17,500 for the current FY 2021 totaling \$35,000. In order to budgetarily effectuate this acquisition a budget amendment is necessary as follows:

REVENUES:	Appropriated Assigned Fund Balance	001-0000-399-39900	<u>\$17,500</u>
EXPENDITURES:	Machinery & Equipment	001-3900-519-64100	\$35,000
	Contingency	001-3900-519-99100	<u>(\$17,500)</u>
	TOTAL EXPENDITURES		<u>\$17,500</u>

SECTION 4. AGREEMENTS. The Mayor, Town Administrator, and Town Attorney, are hereby directed to enter into such agreements, and to make any such changes necessary and proper to effectuate the intent of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 28th day of January, 2021, on a motion by _____, seconded by _____.

[Signatures on Next Page]

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Steve Breitkreuz, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
37952927.1

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Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	29513-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/15/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/15/2021

REQUESTING AGENCY	SOUTHWEST RANCHES, TOWN OF		
CONTACT PERSON	RUSSELL MUNIZ	EMAIL	rmuniz@southwestranches.org
PHONE	954-434-0008	MOBILE	FAX 954-434-1490

FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA20-VEL28.0 www.flsheriffs.org

MODEL	DT6L98	SPECIFICATION #	240
	2021 RAM 1500 TRADESMAN CREW CAB 5.5' BED 4WD	PAGE #	N/A
CUSTOMER ID		BASE DISTRICT PRICE	\$27,070.00

BED LENGTH **6' BED**

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
DT6L91	Long Bed - Ram 1500 Crew Cab 4x4 6' 4" Tradesman.	\$499.00
PW7	BRIGHT WHITE CLEAR COAT	\$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat	\$314.00
VINYL	FRONT FACTORY VINYL FLOOR	\$0.00
EZL DFR	5.7L V8 HEMI MDS VVT eTorque Engine with 8-Spd Auto 8HP75 Trans	\$1,994.00
DSA	ANTI-SPIN REAR DIFFERENTIAL	\$494.00
AJ1	Level 1 Safety Group -inc: Advanced Brake Assist, Cluster 3.5" TFT Color Display, Rear View Auto Dim Mirror, Pedestrian/Cyclist Emergency Braking, Full Speed Forward Collision Warning Plus, Lane Keep Assist.	\$594.00
AS9	Tradesman Group -inc: MOPAR Spray In Bedliner, Class IV Receiver Hitch	\$844.00
WBB	Wheels: 18" x 8" Cast-Aluminum Painted	\$694.00
GPG	Black Trailer Tow Power Mirrors -inc: Exterior Mirrors w/Supplemental Signals, Exterior Mirrors w/Heating Element, Exterior Mirrors Courtesy Lamps, Trailer Tow Mirrors	\$244.00
XAN	Blind Spot & Cross Path Detection	\$594.00
XH4	ParkSense Front/Rear Park Assist w/Stop	\$494.00
XHC	Trailer Brake Control	\$294.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
BUA	Federal Signal 90 dB back-up alarm. Part# 210239-W // FEDSIG		\$165.00
STEP3-CREW	3" black tubular cab step for crew cab pickup.		\$360.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)		\$250.00

CONTRACT OPTIONS \$775.00

TRADE IN	TOTAL COST	\$34,904.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$34,904.00

Estimated Annual payments for 60 months paid in advance: \$7,817.06
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box

MSRP: \$39,195.00

Interior: Black, Cloth 40/20/40 Bench Seat

Exterior 1: Bright White Clearcoat

Exterior 2: No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT eTorque

Transmission: 8-Speed Automatic (8HP75)

OPTIONS

CODE	MODEL	MSRP
DT6L91	[Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box	\$39,195.00
OPTIONS		
27A	Quick Order Package 27A Tradesman	\$0.00
AJ1	Level 1 Safety Group	\$595.00
AS9	Tradesman Group	\$845.00
DFR	Transmission: 8-Speed Automatic (8HP75)	\$0.00
DMC	3.21 Rear Axle Ratio	\$0.00
DSA	Anti-Spin Differential Rear Axle	\$495.00

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Data Version: 12817. Data Updated: Jan 14, 2021 10:14:00 PM PST.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

EZL	Engine: 5.7L V8 HEMI MDS VVT eTorque		\$1,995.00
GPG	Black Trailer Tow Power Mirrors		\$245.00
LNJ	Front Fog Lamps	Inc.	
PW7	Bright White Clearcoat		\$0.00
TUL	Tires: 275/65R18 BSW All Season		\$0.00
V9X9	Black, Cloth 40/20/40 Bench Seat		\$315.00
WBB	Wheels: 18" x 8" Cast-Aluminum Painted		\$695.00
XAN	Blind Spot & Cross Path Detection		\$595.00
XFH	Class IV Receiver Hitch	Inc.	
XH4	ParkSense Front/Rear Park Assist w/Stop		\$495.00
XHC	Trailer Brake Control		\$295.00
Z6D	GVWR: 7,100 lbs	Inc.	

SUBTOTAL	\$45,765.00
Adjustments Total	\$0.00
Destination Charge	\$1,695.00
TOTAL PRICE	\$47,460.00

FUEL ECONOMY

Est City:17 MPG
 Est Highway:22 MPG
 Est Highway Cruising Range:572.00 mi

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ALAN JAY FLEET

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Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 3.6L V6 24V VVT eTorque UPG I (STD)
- Transmission: 8-Speed Automatic (850RE) (STD)
- 3.21 Rear Axle Ratio (STD)
- GVWR: 6,900 lbs (STD)
- 50 State Emissions
- Engine Auto Stop-Start Feature
- Transmission w/Driver Selectable Mode and Sequential Shift Control
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Engine Oil Cooler
- 730CCA Maintenance-Free Battery
- 48V Belt Starter Generator
- Class III Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 1790# Maximum Payload
- HD Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- Single Stainless Steel Exhaust
- 26 Gal. Fuel Tank
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
- Lithium Ion Traction Battery 0.43 kWh Capacity

Exterior

- Wheels: 18" x 7.5" Steel Painted (STD)
- Tires: 275/65R18 BSW All Season (STD)

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

Exterior

- Regular Box Style
- Wheels w/Hub Covers
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Step Bumper
- Black Side Windows Trim
- Black Door Handles
- Power Heated Side Mirrors w/Convex Spotter and Manual Folding
- Black Exterior Mirrors
- Fixed Rear Window
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Fully Automatic Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control
- Radio: Uconnect 3 w/5" Display
- 6 Speakers
- Streaming Audio
- Fixed Antenna
- 1 LCD Monitor In The Front

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Vinyl Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Rear Folding Seat
- Illuminated Front Cupholder
- Rear Cupholder
- Compass
- Proximity Key For Push Button Start Only
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts and Console Ducts
- Glove Box
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Heavy Duty Vinyl 40/20/40 Split Bench Seat
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Mini Overhead Console and 1 12V DC Power Outlet
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

Interior

- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Systems Monitor
- Outside Temp Gauge
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Rear Head Restraints
- Front Center Armrest
- 40/20/40 Split Bench Seat
- 4 Way Front Headrests
- Sentry Key Engine Immobilizer
- 1 12V DC Power Outlet

Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- ParkView Back-Up Camera

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Ram 1500 (DT6L91) Tradesman 4x4 Crew Cab 6'4" Box (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 27, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

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 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearings

3. Circle S Estates Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-54-20, THE CIRCLE S ESTATES PLAT, COMPRISING 42 SINGLE-FAMILY DWELLING LOTS ON 47.48 ACRES, GENERALLY LOCATED 500 FEET SOUTH OF GRIFFIN ROAD ON THE EAST SIDE OF SW 160TH AVENUE; 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.

Assistant Town Administrator/Town Clerk Muñiz read the item into the record and swore in the witnesses. Town Attorney Poliakoff asked the Town Council if any of them had any ex-parte communication to which Council Members Hartmann and Jablonski both stated they had. Mayor McKay, Vice Mayor Schroeder and Council Member Amundson stated they had not. Assistant Town Planner Jeff Katims read the staff report into the record which included a request from the Rural Arts and Design Advisory Board that the Developer meet with them regarding sign recommendations. Dennis Mele, on behalf of the applicant, narrated the PowerPoint presentation. Mr. Mele did concur with Assistant Town Planner Katims' recommendations. He addressed questions regarding construction water runoff and dirt/dust runoff as well by advising that along with a permit pulled from South Broward Drainage District (SBDD) a Stormwater Pollution Prevention Plan (SWIFT) will be obtained. These will be enforced locally by Broward County. Mr. Mele stated the applicant had no objections.

Next, Town Attorney Poliakoff asked the Town Council if they have any questions or concerns, before allowing the public to speak. Mayor McKay, Council Members Jablonski and Amundson had none. Council Member Hartmann was impressed by and thanked the applicant for respecting the rural nature of Southwest Ranches. He spoke on a couple of properties such as lots 28 and 17, that most of the property is taken up by FP&L Right of Way, which would not leave any room for

a barn. He asked if there are adjustments that can be made so every property can accommodate a barn, home addition or detached garage. Next, Council Member Hartmann spoke about the drainage for the South side of the development. He was concerned that since the drainage is gravity flow, some of the lots on the South side of the development will flood during a heavy storm or hurricane. He did not want the Town to be held responsible should that happen. Council Member Hartmann requested that some sort of outflow pipe or conveyance into the canal across the south property lines of lots 25, 26 & 27 be installed. Council Member Hartmann also requested that verbiage be added into the homeowner's association documents that the responsibility for maintaining the drainage system falls on them. That way if the property owner illegally fills in the drainage swales, the issues that result from the fill, such as flooding, become the homeowner's association's responsibility. Council Member Hartmann next asked if a couple of properties with unpaved driveways will be paved. He was concerned the unpaved driveways will wash away before the properties are developed, and are they individual driveways or do the homes share them? If they are a shared driveway and the homeowners decide to gate the properties across all two or three instead individually, that would be a violation of the Town's Code. Vice Mayor Schroeder agreed. Council Member Hartmann spoke on the fire wells. He stated the fire wells seem far apart, which could pose a problem during a fire emergency regarding hose length and reaching the fire. Council Member Hartmann then inquired about a "Public Right to Use" feature in the plans and he asked if it will be a private road with a public overlay. Town Attorney Poliakoff stated Council Member Hartmann was correct and in all the HOA's in the Town have privately maintained roads but the public has the full right of access to the roadways. Lastly, Council Member Hartmann spoke about a piece of Dykes Road just south of Griffin Road, that people use to make illegal U-turn. Those U-turns are wearing down both sides of Dykes Road. Council Member Hartmann is requesting some sort of solution to deter the illegal U-turns. Dennis Mele responded to Council Member Hartmann's concerns: 1) There would be a well on one side of the home and a septic tank on the other side. This would ensure the back yard of the properties would be for the enjoyment of the homeowner.

2) Mr. Mele agreed to the verbiage being included in the HOA documents assuming responsibility of the swales if the homeowner decides to illegally fill them in. 3) The flagged lots could not be gated near the street only at the edge of the drive closest to the home. Regarding the fire wells and the drainage and outflow, Mr. Mele asked if his client, James Wright of C.C. Homes, could answer since he is an engineer. Mr. Wright then introduced himself and affirmed he has been sworn in. Mr. Wright wanted to go back to the flagged lots. He stated each flagged lot driveway only serves one lot behind it, meaning the two flagged lots Council Member Hartmann mentioned, are not shared by multiple lot owners. Next Mr. Wright addressed the fire wells. He stated the separation of the fire wells are based on the NFPA (National Fire Protection Association) standards. The Town of Davie reviewed them. Each lot was studied along with the distance between lots to the proposed fire well hydrants. A flow test was run on the existing hydrant on Dykes Road in front of the proposed development to estimate what the flows will be and will follow up again after the new fire well hydrants are installed. A report will then be submitted to the Davie Fire Department for review to confirm the flow will be enough. Next, Mr. Wright addressed the drainage and outflow question. Mr. Wright stated the drainage pipes at their smallest are 6 and 12 inches, however by the time you get to the outfall heading East, the pipes are 48 inches. Lastly Mr. Wright stated he had no objection to a raised median to deter illegal U-turns, however it is

subject to the review of the Broward County Engineering Department. Vice Mayor Schroeder asked about the homeowners on the opposite side of the road who will then have cars turning into their driveways to turn around which will then affect their properties. She stated she didn't think a raised median will fix the issue. Mr. Wright stated that would be something he could review with the Town Engineer and maybe the pavement could be expanded at the entrance of the development to allow for a U-turn. Council Member Hartmann agreed with the compromise. Council Member Amundson wondered how you stop someone from making illegal U-turns if they are determined to do so and were there any other areas in the Town that had this same issue. Council Member Jablonski stated Griffin Road had issues and some U-turns are permitted and some are not. After a few minutes of further discussion Town Attorney Poliakoff asked the Town Council if they had any more comments. Council Member Hartmann stated he was still concerned about the properties on the south side. He asked if it was possible to put a berm to avoid encroachment or possibly run a short pipe down the property line similar to what's on Lot's 37 and 38. Mr. Wright stated they would not object, after meeting with the South Broward Drainage District and the Town, to a condition where on the south side of Lot's 25, 26 and 27 a berm or yard drainage would be added. Council Member Hartmann stated if he had a choice a pipe would be better as berms disappear over time. Mayor McKay asked if the footprint size of the lots is 10 or 20 percent to which Town Attorney Poliakoff answered 20 percent.

Town Attorney Poliakoff turned the floor back over to Assistant Town Planner Katims and Mr. Mele for closing comments.

Assistant Town Planner Katims stated Dykes Road will not be widened. It will remain a two-lane road.

Mr. Mele addressed the concerns raised during the public comment section of the proceeding. He stated he was aware of the concerns of the residents regarding animals, standard pole barns and small businesses. He stated that every one of the properties in the development can house a standard pole barn. He also stated there won't be any additional restrictions other than what the Town's Code reads regarding animals and small businesses. The community won't be gated, there won't be any streetlights or curbs. He felt the discussion about drainage went very well and if further issues arise, he felt his client would remain flexible regarding changes.

Town Attorney Poliakoff turned the floor back to the Town Council for discussion.

Mayor McKay asked if the zoning and land use had ever changed for this property and Town Attorney Poliakoff stated it had not. Assistant Town Planner Katims clarified the property in question had been designated for one unit to the acre since before the Town was incorporated.

Vice Mayor Schroeder reiterated the item the Town Council was voting on was not about whether they would allow the project to move forward, but whether the project meets the code. Vice Mayor Schroeder would like in writing that Dykes Road will not in any way be impacted once the project is completed and beyond because there will be a lot more traffic in the future.

Council Member Hartmann mentioned lot numbers 17 and 28 do not look like they could fit a barn on the property. He asked if Town Staff could review the plans to make sure every one of the lots can house a three-stall barn. Vice Mayor Schroeder stated the Town has a rule about owning one large animal and not requiring a barn. Council Member Hartmann asked Assistant Town Planner Katims what number of livestock per acre is allowed for in the Code. Assistant Town Planner Katims stated he would find out.

Council Member Jablonski piggybacked on Vice Mayor Schroeder's comments regarding Dykes Road and not expanding. He asked Assistant Planner Katims if there was already something in writing stating that this project will not trigger an expansion of Dykes Road to which Assistant Town Planner Katims affirmed. Assistant Town Planner Katims stated the Town Council could even add conditions. Town Attorney Poliakoff clarified by stating, "In the event that this development triggers the expansion of Dykes Road, this project would need to come back before the Town Council for further approval". Vice Mayor Schroeder voiced her approval of the statement. Council Member Hartmann added he would like a symbol added to show each property can sustain a three-stall barn.

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

MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING CONDITIONS: IN THE EVENT THE DEVELOPMENT TRIGGERS THE EXPANSION OF DYKES ROAD, THE PROJECT NEEDS TO GO BEFORE THE TOWN COUNCIL FOR FURTHER APPROVAL, THE DEVELOPMENT SIGNAGE NEEDS TO GO BEFORE THE RURAL PUBLIC ARTS AND DESIGN BOARD FOR REVIEW, AND DENNIS MELE'S CONDITIONS CONCERNING THE HOA BE INCLUDED IN THE RESOLUTION ALONG WITH THE OTHER STAFF CONDITIONS THAT ARE LISTED WITHIN THE RESOLUTION AS DRAFTED.

4. Circle S Estates Site Plan

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-76-20, THE CIRCLE S ESTATES SITE PLAN FOR 42 SINGLE FAMILY DWELLINGS ON 47.48 ACRES, GENERALLY LOCATED 500 FEET SOUTH OF GRIFFIN ROAD ON THE EAST SIDE OF SW 160TH AVENUE; 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.

Assistant Town Administrator/Town Clerk Muñiz read the item into the record and swore in the witnesses. Town Attorney Poliakoff asked the Town Council if any of them have had any ex-parte communication to which Council Members Hartmann and Jablonski both stated they had. Mayor McKay, Vice Mayor Schroeder and Council Member Amundson stated they had not. Assistant Town Planner Katims read the staff report into the record. Mr. Mele, on behalf of the applicant, narrated

the PowerPoint presentation. Mr. Mele did concur with Assistant Town Planner Katims' recommendations and he stated the applicant didn't have any objections.

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

MOTION: TO APPROVE THE RESOLUTION.

5. Public Comment

The following members of the public addresses the Town Council: Steve Breitzkreuz, David Kuczenski, Jim Laskey, Jim Allbritton, Debbie Iten and Newell Hollingsworth.

6. Board Reports

There were no board reports.

7. Council Member Comments

Council Member Jablonski reminded the residents about the "Farms and Barns" photo contest deadline, "Hazmat at the Barn" which includes shredding and Town Hall closure for Labor Day. Next, Council Member Jablonski spoke about an email regarding a request from Madison Sullivan to be the Town's youth ambassador to help guide the young people of the Town. He then brought Madison forward via ZOOM to present her PowerPoint presentation. Mayor McKay asked for guidance from Town Attorney Poliakoff who then explained Madison is asking for the Town Council's consent. Then Administration can provide what Madison needs to move forward. Council Member Jablonski voiced his support. Council Member Hartmann liked the idea as well. He asked what kind of staff support the Town would be responsible for to which Town Administrator Berns stated he thought it would be appropriate to treat youth group similar to an advisory board which has both a staff and Council Liaison. Vice Mayor Schroeder, Council Member Amundson and Mayor McKay all voiced their approval.

Vice Mayor Schroeder spoke about how excited she was to have spoken to the Town residents. She stated she was looking forward to the election. She also responded to a comment made about leadership and how she felt the entire Town Council has been displaying outstanding leadership to the Town. She can't wait until the Council can meet in person and everything can go back to normal.

Council Member Amundson pointed out that she speaks as a representative to the people of the Town, she listens to all sides of an issue and if she needs more information, she will ask. She will always do her very best. She appreciates everybody that tuned into the Zoom meeting.

Council Member Hartmann had no comments.

Mayor McKay wished everybody to stay safe and be careful. He appreciates everyone's input and to call him if anyone needs anything. He looks forward to seeing everyone in person.

8. Legal Comments

Town Attorney Poliakoff had no comments.

9. Administration Comments

Town Administrator Berns stated the Town of Davie had invited him to participate in the Police Chief selection. ZOOM is making some changes to their virtual meeting platform and that information will be shared once it has been received. Town Administrator Berns provided a COVID-19 update. At the last meeting there were 162 people in Southwest Ranches that tested positive and at this meeting there are now 191 positive test results. He also provided some information he received during a City Managers' Zoom meeting. He stated Broward County felt they moved too quickly when reopening which resulted in a backslide and increasing positive test results. Town Administrator Berns stated Broward County will be more gradual when reopening the County.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN TO PIGGYBACK OFF AN AGREEMENT WITH ADVANCED DATA SOLUTIONS, INC. (ADS) FOR THE CONVERSION OF ARCHITECTURAL DRAWINGS, PERMIT RECORDS AND OTHER OFFICIAL TOWN DOCUMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER NOT TO EXCEED TWELVE THOUSAND DOLLARS AND ZERO CENTS (\$12,000.00); AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. Approval of Minutes

a. July 30, 2020 Regular Meeting

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

MOTION: TO APPROVE THE JULY 20, 2020 REGULAR MEETING MINUTES.

12. Adjournment

Meeting was adjourned at 9:25 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of January 28, 2021.

Steve Breitreuz, 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.

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 24, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting Platform. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Public Comment

The following members of the public addressed the Town Council: Jim Allbritton, David Kuczenski, Steve Breitkreuz, and Mary Gay Chaples.

4. Board Reports

There were no board reports.

5. Council Member Comments

Council Member Jablonski announced his endorsement of Jim Allbritton for the District 3 Council Member race. He voiced his concern with the allocation of the fire assessment, and expressed his desire to reconvene the Fire Assessment Methodology Committee to reevaluate the allocation. He also presented an excerpt of the Town Code pertaining to Horse trailers (Sec. 045-030) and discussed talking points he developed to help clarify questions he received for those property owners with the Agricultural classification that own horse trailers.

Council Member Hartmann wished to clarify some statements made by a candidate during the Candidate Forum regarding the Southwest Ranches Volunteer Fire Rescue Department (SWRVFR). He explained that the SWRVFR can only administer Basic Life Support (BLS) not Advanced Life Support (ALS) contrary to the claim made. He felt that residents should be assured that SWRVFR could begin treatment if they were first on scene and provide BLS, and once Davie Fire Rescue arrived ALS could be provided.

Council Member Amundson spoke about Mayor McKay and Vice Mayor Schroeder and felt that they were honest and cared about the Town. She expressed her displeasure with comments made against her by other members of the Town Council. She asked for residents to vote for her.

Vice Mayor Schroeder was pleased with the reduction in the number of people infected with COVID-19. She indicated that during her campaign residents have expressed their concern over two issues – taxes and trash pickup. She was happy to tell them that the Town's portion of the

tax bill is the lowest it has been in five years. She also asked Town Administrator Berns to demand improved service from Waste Pro. She announced that her daughter was getting married in a few weeks and thanked those who offered her well wishes. She refuted comments made by David Kuczenski earlier in the week about his supporters being intimidated by her supporters over the erection of campaign signs on their property.

Mayor McKay indicated he was shocked by the statements made during Public Comments accusing his supporters of intimidating supporters of any other candidates. He urged anyone who felt intimidated to make a police report.

6. Legal Comments

Town Attorney Poliakoff offered no comments.

7. Administration Comments

Town Administrator Berns provided the Town Council an update on his plan to transition the management of the Waste Pro contract to the Public Works/Engineering Department under the direction of Rod Ley to address service delivery issues. He indicated that the Town was developing a GIS layer to help track customer services issues. He believed that setting the service level expectations and having Waste Pro meet those expectations was the key to resident satisfaction.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO ALL FLORIDA CONTRACTING SERVICES IN THE AMOUNT OF FOURTEEN THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS AND ZERO CENTS (\$14,895.00) FOR THE TOWN HALL GENERATOR RETROFIT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

9. Discussion – “Consideration of a Resolution to publicly censure Council Member Bob Hartmann for his conduct at the September 14, 2020 Council Meeting.” Submitted by Mayor Doug McKay

Mayor McKay read a prepared statement that explained his displeasure with the conduct of Council Member Hartmann at the September 14, 2020 Town Council Meeting. He believed his conduct was unbecoming someone serving in public office.

Town Attorney Poliakoff advised that he asked Attorney Gary Resnick to weigh in as he believed Council Member Hartmann did not violate any rules or laws based on his speech at that meeting. Attorney Resnick is also a municipal attorney and could provide an opinion independent of Town

Attorney Poliakoff on any question that might be asked so there would be no conflict. Attorney Resnick indicated that he performed research relative to this matter. He could find nothing in state law that would have prohibited Council Member Hartmann's comments. He advised that the Town could adopt their own rules to prohibit such comments.

Council Member Amundson suggested that some rules of decorum for Council Members should be adopted that would require Council Members to address each other with respect. Council Member Jablonski advised that he was working with Town Attorney Poliakoff on developing a policy that he wished to bring forward a policy at the October 8, 2020 meeting to establish rules for civility and decorum at Town Council and Advisory Board meetings. He felt this was the best approach instead of moving forward with a public censure.

Mayor McKay asked if both resolutions could be brought forward at the next meeting. Town Attorney Poliakoff advised that both resolutions could appear at the next meeting and the Town Council could decide on either item or both.

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

MOTION: TO BRING A RESOLUTION TO FORMALLY REPRIMAND AND PUBLICLY CENSURE COUNCIL MEMBER BOB HARTMANN AT THE OCTOBER 8, 2020 TOWN COUNCIL MEETING AND ALSO PUBLISH THE CENSURE IN THE TOWN NEWSLETTER AND A FULL-PAGE AD IN THE SUN-SENTINEL.

10. Approval of Minutes
a. August 13, 2020 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES.

11. Adjournment

Meeting was adjourned at 8:20 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 28th day of January, 2021.

Steve Breitzkreuz, Mayor

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

DRAFT