

RESOLUTION NO. 2017-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDING A NEIGHBORHOOD SAFETY GRANT IN THE AMOUNT OF THIRTY-SEVEN THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$37,875) TO THE GRIFFIN ROAD 345 PROPERTY OWNERS ASSOCIATION (GRIFFIN 345) FOR THE INSTALLATION OF A TRAFFIC CALMING AND SECURITY DEVICE; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR ADDITIONAL IMPROVEMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 170, Florida Statutes gives the Town of Southwest Ranches the authority to establish a neighborhood safety grant program; and

WHEREAS, on April 23, 2015, the Town Council approved Resolution 2015-033 establishing a Neighborhood Grant Safety Program; and

WHEREAS, Griffin Road 345 Property Owners Association (Griffin 345) has submitted a Neighborhood Safety Grant Application to the Town, which is attached hereto, and is incorporated herein by reference, as Exhibit "A"; and

WHEREAS, the Town Council is solely responsible for reviewing and making Neighborhood Grant Safety Program grant awards; and

WHEREAS, the Town Council set specific criteria for the Neighborhood Safety Grant, which is attached hereto, and is incorporated herein by reference, as Exhibit "B"; and

WHEREAS, Griffin 345's grant application is a request for a traffic calming and security gate; and

WHEREAS, all grants require a minimum of at least a twenty-five percent (25%) match; and

WHEREAS, the total project cost is Fifty Thousand Five Hundred Dollars (\$50,500); and

WHEREAS, Griffin 345 is requesting a Neighborhood Safety Grant in the amount of Thirty-Seven Thousand Eight Hundred and Seventy-Five Dollars (\$37,875); and

WHEREAS, this program is not funded in the current fiscal year 2016-2017, and the Town desires to provide funds for this program from its General Fund; and

WHEREAS, in accordance with the Town Charter and the budget adopted in Ordinance 2016-004, a FY 2016-2017 Budget amendment totaling \$37,875 enabling the partial utilization of unassigned General Fund Fund Balance is required by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$37,875 and increasing the General Fund: Other Grants / Aid expense account 001-1000-511-82100 in the amount of \$37,875; and

WHEREAS, it has been determined to be in the best interest of the health, safety, and welfare of the public to award the Neighborhood Safety Grant to Griffin 345; and

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

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

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

Section 2. The Town Council hereby approves an Agreement in the amount of Thirty-Seven Thousand Eight Hundred and Seventy-Five Dollars (\$37,875) with the Griffin Road 345 Property Owners Association (Griffin 345) as a Neighborhood Safety Grant, in accordance with the terms and conditions contained within the Neighborhood Safety Grant criteria and the Agreement attached hereto, and incorporated herein by reference, as Exhibit "C".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto, and incorporated herein by reference, as Exhibit "C" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance 2016-004, a FY 2016-2017 Budget amendment totaling \$37,875 enabling the partial utilization of unassigned General Fund Fund Balance is required by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$37,875 and increasing the General Fund: Other Grants / Aid expense account 001-1000-511-82100 in the amount of \$37,875.

Section 5. That this Resolution, and the payment of any grant funds, is approved subject to the execution of a formal Settlement Agreement and release between the parties, in a form and format approved by the Town Attorney.

Section 6. The Town Council hereby agrees to accept the one bid received for the gate and to allow the lowest most responsive and responsible bidder if additional bids are timely received. In addition, the grant is specifically contingent upon the installation and maintenance of an entryway box (keypad) on both sides of the gate.

Section 7. The Town Council hereby reaffirms that the SW 190th Avenue connection will be fully completed and shall be opened on May 1st, 2017, and that all related trafficway and safety improvements shall be installed in accordance with Option 1 of Traffic Planner Thomas A. Hall's report attached hereto as Exhibit "D".

Section 8. That this Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 16th day of November, 2016 on a motion by

Vice Mayor Breitkreuz and seconded by Council Member Fisikelli.

McKay	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
	<u>Yes</u>
	<u>Yes</u>

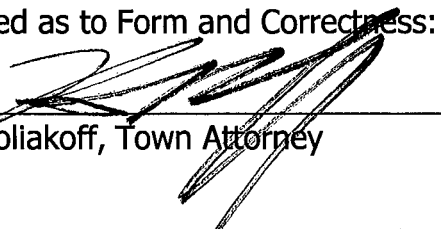
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk


Doug McKay, Mayor

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney

Town of Southwest Ranches
Neighborhood Safety Grant Program

APPLICATION INSTRUCTIONS AND REQUIREMENTS

Project Name:

Traffic Calming Gate

Neighborhood:

Griffin 345 Property Owner's Association Inc.

Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

Property Owner's Association

Mailing Address:

P.O. Box 820499 S. Florida, MPC, FL 33082

Name and Title of Contact Person:

Ofelia Arlotta, President

Phone:

Daytime: **954-618-9184**

Fax:

Email Address:

griffinroad345@rechargeink.com

1. What is the amount of your grant request?
(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)

\$ 37875.00

Town of Southwest Ranches
Neighborhood Safety Grant Program

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)

Intersection of SW 49th Street and SW 190th Avenue, Griffin 345 subdivision.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

Gates to be placed at the north end of SW 190th Avenue allowing Griffin 345 residents to use SW 190th Avenue to Griffin Road, decreasing traffic on SW 188th Avenue, while cut through traffic once the area between FPL easement and SW 190th Avenue is paved. Knox boxes will be provided for emergency vehicles.

3. Project Specifics:

- A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

Install electric gates at the north end of SW 190th Avenue to be used as a cut through deterrent while giving access to and from Griffin Road from SW 190th Avenue for the residents of Griffin 345 Plat. The south end will be left open. See Attachments 1, 2, and 3. Griffin 345 will maintain and operate the gate in perpetuity.

4. Describe the Resident/Community involvement in accomplishing this project.

Traffic has always been an issue at the west side of town. After years of working together with the town and adjacent neighborhood in traffic workshops, this solution has been seen as favorable and as the most viable and feasible solution while still not negatively impacting any neighbors. Our documents, per our attorney's opinion, require that the Public Safety Grant be considered a capital improvement and thus requires a majority of the membership to approve. We have 77 lots thus 50% plus 1 would be 40 votes to approve. Our responses from the membership are as follows: 44 = Vote For; 2 = Vote against; 31 = No response

+

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).

Yes. Permits will be obtained from the Planning and Building Departments and coordinated with the Engineering Department. Permit fees will be paid by Griffin 345.

6. Estimate how long it will take to complete the project (not to exceed nine months).

Excluding permitting, approximately six (6) months.

7. Will you be removing any existing plants or trees? ____ Yes X No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be requires from the Town of Southwest Ranches.

Not applicable.

8. Clearly show public right-of-ways, easements and private lands on the plans.

See Attachments 1, 2, and 3.

PROJECT FUNDING

A. Funds requested (\$40,000 max): 37875.00

B. Match (minimum of 25%): 12625.00

C. Total Project Cost (Sum of Lines A & B): 50500.00

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

[] I understand and agree to these terms

CERTIFICATION OF THE APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.

Ofelia Arlotta

Applicant Signature

10.20.16

Date

Exhibit A

Town of Southwest Ranches Neighborhood Safety Grant Program

DESCRIPTION OF PROJECT

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)
Intersection of SW 49th Street and SW 190th Avenue, Griffin 345 subdivision.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:
Gates to be placed at the north end of SW 190th Avenue allowing Griffin 345 residents to use SW 190th Avenue to Griffin Road, decreasing traffic on SW 188th Avenue, while cut through traffic once the area between FPL easement and SW 190th Avenue is paved. Knox boxes will be provided for emergency vehicles.

3. Project Specifics:
 - A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.
Install electric gates at the north end of SW 190th Avenue to be used as a cut through deterrent while giving access to and from Griffin Road from SW 190th Avenue for the residents of Griffin 345 Plat. The south end will be left open. See Attachments 1, 2, and 3. Griffin 345 will maintain and operate the gate in perpetuity.

Griffin 345 will be responsible for any applicable impact fees and temporary utility fees.

Exhibit B

Town of Southwest Ranches
Neighborhood Safety Grant Program

Completion Milestones

Exhibit C

Town of Southwest Ranches Neighborhood Safety Grant Program

MONTHLY PROGRESS STATEMENT

*****To be completed by the applicant after execution of a grant award***

Status Report for the Month of _____, 20__

Project Address _____

Contact person for the project: _____

Telephone: _____

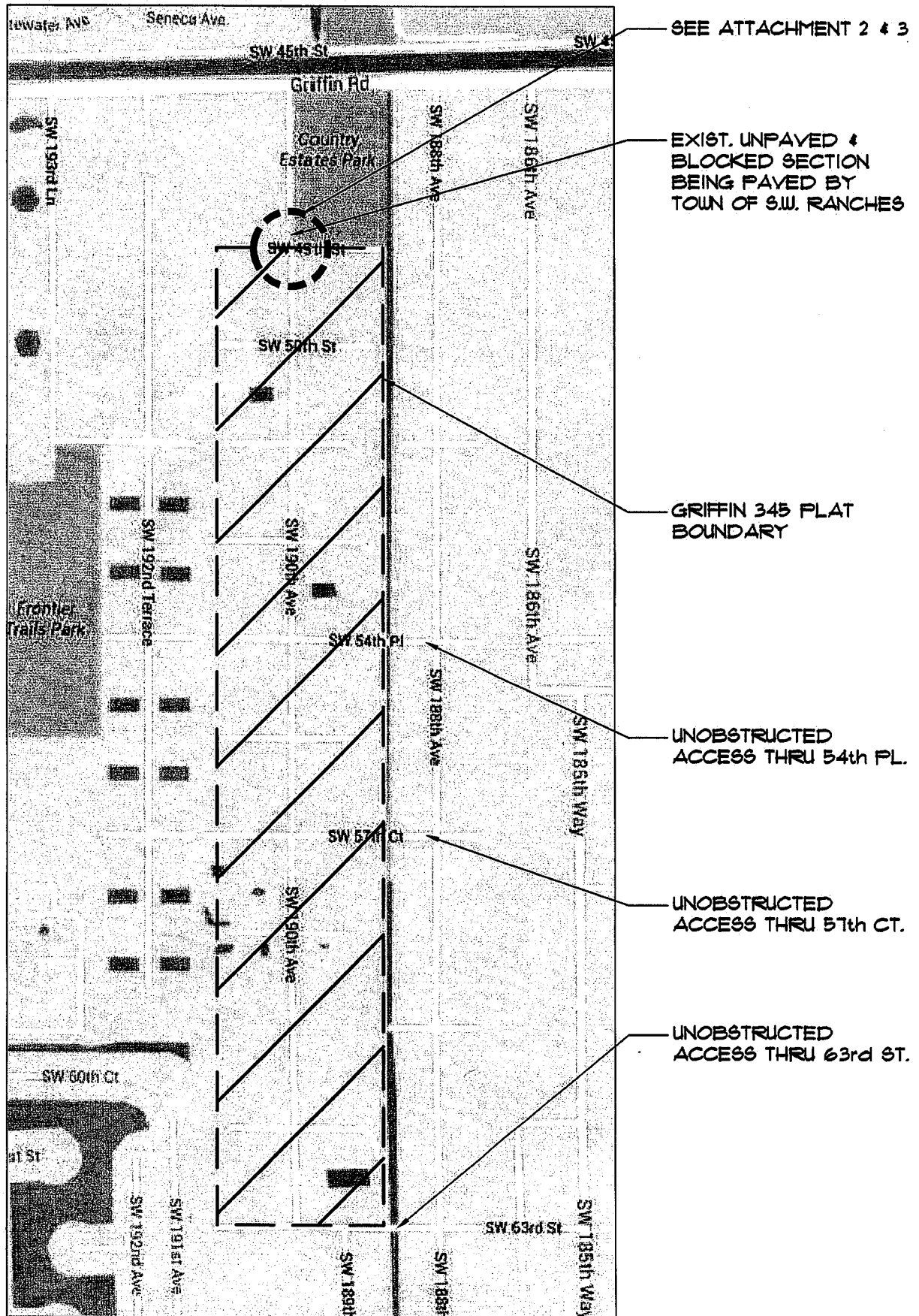
I. Narrative description of activity status/milestones:

II. Expected work to be completed in the next month:

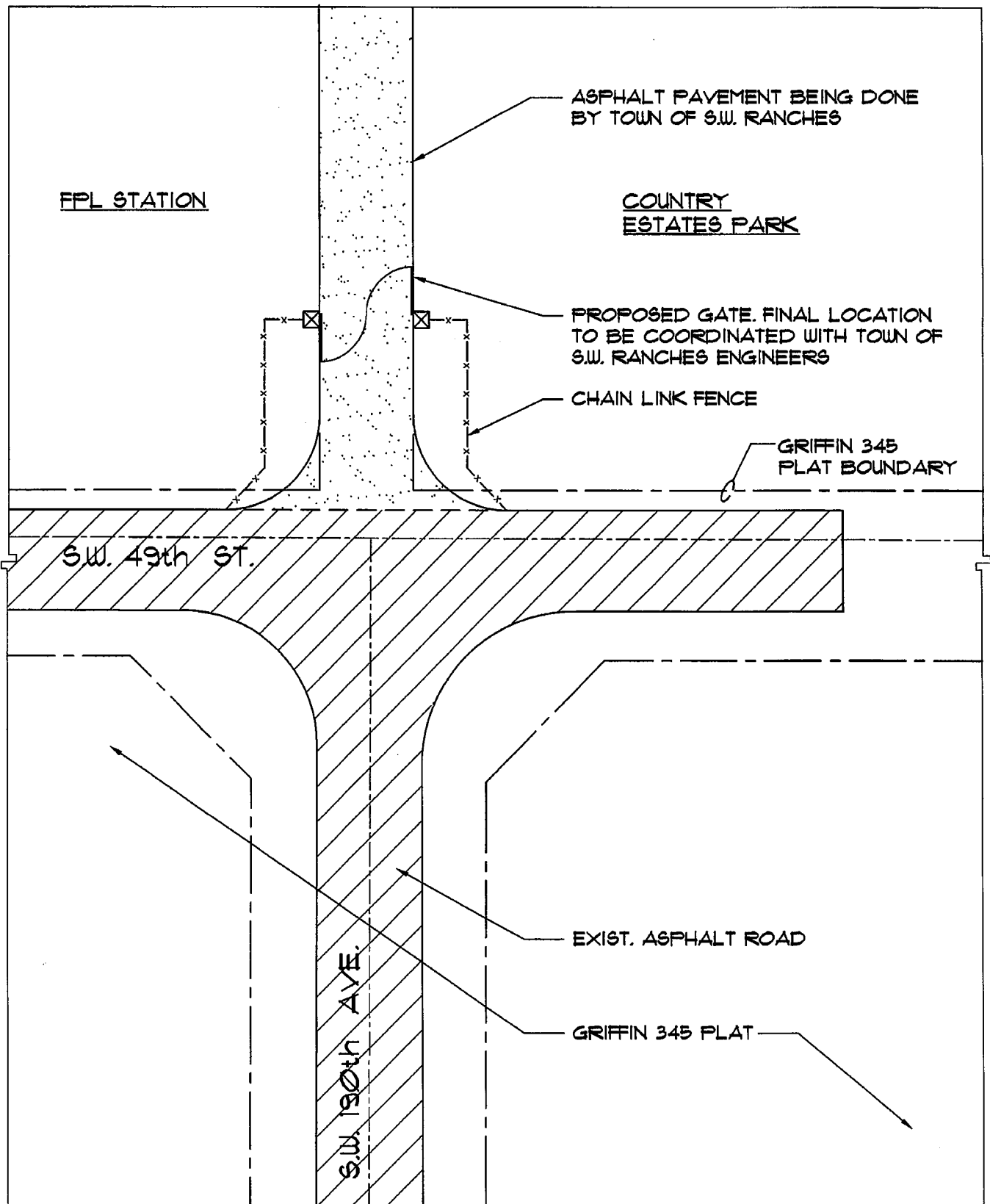
112235340.1

112392441.1

ATTACHMENT 1

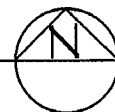


ATTACHMENT 2



SITE PLAN

N.T.S.



ATTACHMENT 3



SEE ATTACHMENT 2

Exhibit C
Town of Southwest Ranches
Neighborhood Safety Grant Program

NEIGHBORHOOD SAFETY GRANT PROGRAM

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Griffin Road 345 Property Owners Association, Inc., a neighborhood, civic, or homeowner's association established pursuant to Florida law, organized under the laws of the State of Florida, collectively referred to as "Neighborhood Association", which Neighborhood Association has as its principal address at P.O. Box 820493 S. Florida, MPC, FL 33082 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town's Neighborhood Associations, through its *Neighborhood Safety Grant Program*, to promote safety throughout the Town, in accordance with the terms of this Agreement, and written directives of the Town Administrator, if any, and;

WHEREAS, the Town Council of the Town of Southwest Ranches approved the expenditure of funds for the purpose of establishing Safe Neighborhoods, for the use and benefit of Neighborhood Associations wishing to participate in the Neighborhood Safety Grant Program; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as "Project"), a description of which is shall be attached as Exhibit "A" of this Agreement; and

WHEREAS, the Grantee's receipt of Program funding is conditioned upon satisfactory completion of the project; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$37,875 under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the amount of \$12,625.

3. Payment: Grantee's funds specified in Paragraph 2 above shall be expended before those of the Town, and proof of such expenditure shall be provided to the Town prior to the request of any Town funds.
4. Project: Grantee agrees to perform, or supervise the performance of, all work constituting the Project.
5. Implementation of Project: Grantee shall execute all project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other lawful requirements.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed by the ____ day of _____, 20 __. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the completion date described herein. Any extension shall be granted at the discretion of the Town. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the completion date, written notification must be provided to the Town.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: The Grantee shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, and losses, and expenses, including but not limited to attorney's fees and costs arising out of or resulting from the carrying out of the Agreement, arising out of any activities performed under this Agreement.
9. Monitoring: The Grantee agrees that Town staff may employ any means, by law, to see to it that the aforementioned requirements of the grant program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331**

12. Termination: The Town shall have the right to terminate this Agreement for any breach of any term of this Agreement. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any portion of the grant amount. Termination of the

Agreement shall preclude the Grantee from applying for any further grants under the Neighborhood Safety Grant Program.

13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.

14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator.

15. Survival: Paragraph 11 shall survive the completion of this Agreement.

TOWN OF SOUTHWEST RANCHES

By _____
Andrew D. Berns
Town Administrator

By _____
Doug McKay, Mayor

ATTEST:

RUSSELL MUÑIZ
Assistant Town Administrator/Town Clerk

Approved as to form and completeness for the
Use and reliance of the Town of Southwest Ranches, only

Keith M. Poliakoff
Town Attorney

NEIGHBORHOOD ASSOCIATION

By _____
President

ATTEST:

Corporate/Neighborhood
Association Secretary

SOUTHPOINT DEVELOPMENT INC.

2730 WEST 78 STREET, HIALEAH, FL 33016

305-557-9685

Proposal for: Griffin Road 345 POA

SW 49th Street & 190th Avenue

Southwest Ranches, FL 33332

Scope of work: Entry gates for the above referenced property.

Description: Labor and material as follow and per Attachment 2.

- Meter and underground service connection to FPL source.
- Electrical panel with main disconnect, time clock for lights and electrical connections for gate motors.
- Low voltage connections.
- 2 commercial grade gate motors.
- 2 metal, 12' wide x 6' high gates, design to be selected.
- (1) 3' - 0'' x 6' - 0'' pedestrian gate with card activated lock.
- 2 swing gate operators
- 4' conc. bollards
- 2 Arm tower barriers
- Cement pads for operators, card reader, elect. panel and meter.
- 4 card reader (1 at each gate and 2 at pedestrian gate)
- 2 Knox box
- Linear AP-5 receiver (for police, city, waste, etc.)
- Safety loop detectors
- (2) 2' - 0'' x 2' - 0'' x 6' - 0'' H. conc. block columns.
- 140' L. x 6' H. picket railing
- 150 electronic cards
- 3' - 6'' W. paver walkway x approx. 26' - 8'' L.
- Cut, patch and repair asphalt as required for gates installation.
- Asphalt striping and 2 information signs
- 2 electrical fixtures, column mounted. To be selected (\$100.00 allowance)
- 3 electrical outlets (1 each column and at panel)
- Landscape allowance (\$200.00 allowance)
- Plans and permit allowance (\$2,500.00)

SOUTHPOINT DEVELOPMENT INC.

2730T 78 STREET, HIALEAH, FL 33016

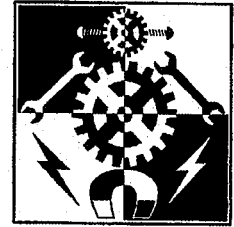
305-557-9685

Total cost ----- \$50,500.00

Miscellaneous notes:

- Subcontractor labor and permit included

Client to be responsible for any applicable impact fees and temporary utility fees



Gate Entry Systems, Inc.

228 N.E. 33rd STREET, OAKLAND PARK, FL 33334
PHONE: 954-563-1625 FAX: 954-563-1626
EMAIL: mr4ges@hotmail.com
LICENSE #: 06-13570-X

PROPOSAL

PROPOSAL SUBMITTED TO:

GRIFFIN PLAT 345
c/o DELL McCONNOR
18951 SW 57TH COURT
SOUTHWEST RANCHES, FL 33332

JOB LOCATION:

PHONE: 954-252-8441 cc: PAGE GIACIN
EMAIL: griffinroad345@rechargeink.com EMAIL: pagegiacin_showerdoors@msn.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

2 - 6'h x 12'w TWO-RAIL, ALUMINUM SWING GATES, POWDER COATED SATIN BLACK	\$ 6,000.00
2 - VIKING F-1 SWING GATE OPERATORS	\$ 5,400.00
1 - BAI BARCODE READER BA-220 & CONTROL UNIT	\$ 7,500.00
200'- 3/4" PVC CONDUIT WITH 6 COND/18 GA WIRE & CAT-5E CABLE FOR LOW VOLTAGE	\$ 2,500.00
4 - CEMENT PAD FOR OPERATORS, BARCODE READER & ELECTRICAL BREAKER BOX	\$ 1,000.00
1 - LINEAR AP-5 RECEIVER (FOR POLICE DEPT, CITY, WASTE MGMT, ETC)	\$ 150.00
1 - KNOX SWITCH FOR FIRE DEPT	\$ 350.00
6 - LOOPS AND LOOP DETECTORS (SAFETY & FREE EXIT)	\$ 2,460.00
140'- 6'h TWO-RAIL, ALUMINUM FENCE TO MATCH GATE	\$ 6,440.00
TOTAL	\$31,800.00

**NOTE: PRICE DOES NOT INCLUDE BARCODE DECALS @ \$ 6.00 EA & ACT-31B TRANSMITTERS
FOR RECEIVER @ \$ 26.50 EA

**NOTE: PRICE DOES NOT INCLUDE GRASS SODDING

PAYMENT: GATE ENTRY SYSTEMS HEREBY PROPOSES TO FURNISH ALL LABOR, TRUCKS, CONCRETE, EQUIPMENT AND INSURANCE NECESSARY TO INSTALL THE ABOVE DESCRIBED MATERIALS ACCORDING TO THE SPECIFICATIONS NOTED FOR THE SUM OF (\$ 31,800.00). ANY PERMITTING &/OR ENGINEERED DRAWING INCURRED WILL BE BILLED SEPARATELY AND ARE DUE UPON RECEIPT OF INVOICE FOR SAME.
PAYMENTS FOR CONTRACT TO BE MADE AS FOLLOWS:

**34% (\$ 10,812.00) DOWN PAYMENT, 34% (\$ 10,812.00) UPON START,
& 32% (\$ 10,176.00) UPON COMPLETION OR FINAL INSPECTION**

- NOTE:**
1. DELIVERY IN 4-6 WEEKS AFTER RECEIPT OF ORDER & AFTER PERMIT APPROVAL NOTWITHSTANDING INCIDENTS BEYOND CONTROL SUCH AS EMBARGOS, STRICKS, ACTS OF GOD, ETC.
 2. GES IS NOT RESPONSIBLE FOR ANY CONDUIT, ELECTRICAL DROPS (MAIN OR LOW VOLTAGE), OR TRENCHING TO ANY OPERATOR OR ACCESS CONTROL EQUIPMENT. SAID SERVICE TO BE CONTRACTED INDEPENDENTLY BY CUSTOMER AS NEEDED.
 3. QUOTED PRICE IS BASED ON FENCE LINES BEING CLEAR OF ALL OBSTRUCTIONS AND FINISH GRADED BY CUSTOMER PRIOR TO ARRIVAL OF INSTALLATION CREW.
 4. SHOULD INSTALLER ENCOUNTER ROCKS, BOULDERS, THE NECESSITY TO DRILL IN ORDER TO SET POSTS, SWAMPY CONDITIONS, OR TO PERFORM EXTRA LABOR SUCH AS TO CLEAR LINES, ETC. A CHARGE FOR EXTRA MATERIAL &/OR LABOR WILL BE MADE ON THE BASIS OF COST PLUS 10%.
 5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DRILLING OR LAGGING INTO ANY EXISTING CEMENT OR POURED STRUCTURE AND FOR ANY DAMAGE TO UNDERGROUND LINES (INCLUDING SPRINKLER), PIPES, WIRE, ETC. THAT ARE NOT CLEARLY MARKED.
 6. STANDARD POWDER COAT COLORS ARE WHITE, BLACK & BRONZE. STANDARD COLOR FOR PVC IS WHITE ONLY.
 7. PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN THIRTY DAYS. THEREAFTER, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FURTHER: - ANY ALTERATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE ABOVE THIS ESTIMATE.


AUTHORIZED SIGNATURE

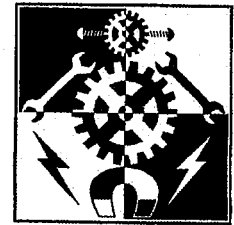
8/23/16
DATE

ACCEPTANCE OF PROPOSAL:

1. MY SIGNATURE BELOW INDICATES AGREEMENT TO THE SPECIFICATIONS, CONDITIONS, PRICES AND PAYMENT SCHEDULE SET FORTH ABOVE.
2. I UNDERSTAND THIS IS A RETAIN TITLE CONTRACT. TITLE TO THE ABOVE PROPERTY SHALL REMAIN IN THE NAME OF THE SELLER UNTIL PAYMENT IN FULL IS RECEIVED. SELLER, AT ITS OPTION, MAY RETAKE POSSESSION OF ANY, OR ALL, MATERIAL &/OR EQUIPMENT. SHOULD ANY LITIGATION ARISE OUT OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.
3. I AUTHORIZE GATE ENTRY SYSTEMS, INC., TO ORDER MATERIAL AND/OR BEGIN PREPARATIONS TO COMMENCE WORK UPON THEIR RECEIPT OF THE ABOVE-NOTED DEPOSIT.

AUTHORIZED SIGNATURE

DATE



Gate Entry Systems, Inc.

228 N.E. 33rd STREET, OAKLAND PARK, FL 33334
PHONE: 954-563-1625 FAX: 954-563-1626
EMAIL: mr4ges@hotmail.com
LICENSE #: 06-13570-X

PROPOSAL

PROPOSAL SUBMITTED TO:

GRIFFIN PLAT 345
c/o DELL McCONNON
18951 SW 57TH COURT
SOUTHWEST RANCHES, FL 33332

JOB LOCATION:

PHONE: 954-252-8441 cc: PAGE GIACIN
EMAIL: griffinroad345@rechargeink.com EMAIL: pagegiacin_showerdoors@msn.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

2 - 6'h x 12'w TWO-RAIL, ALUMINUM SWING GATES, POWDER COATED SATIN BLACK	\$ 6,000.00
2 - VIKING F-1 SWING GATE OPERATORS	\$ 5,400.00
1 - BAI BARCODE READER BA-220 & CONTROL UNIT	\$ 7,500.00
200'- 3/4" PVC CONDUIT WITH 6 COND, 18GA WIRE & CAT-5E CABLE FOR LV ACCESS CONTROL	\$ 2,500.00
4 - CEMENT PAD FOR OPERATORS, BARCODE READER & ELECTRICAL BREAKER BOX	\$ 1,000.00
1 - KNOX SWITCH FOR FIRE DEPT	\$ 350.00
6 - LOOPS AND LOOP DETECTORS (SAFETY & FREE EXIT)	\$ 2,460.00
140'- 6'h BLACK, VINYL-COATED, CHAIN LINK FENCE	\$ 3,500.00

TOTAL

\$28,710.00

**NOTE: PRICE DOES NOT INCLUDE BARCODE DECALS @ \$ 6.00 EA & ACT-31B TRANSMITTERS
FOR RECEIVER @ \$ 26.50 EA

**NOTE: PRICE DOES NOT INCLUDE GRASS SODDING.

PAYMENT: GATE ENTRY SYSTEMS HEREBY PROPOSES TO FURNISH ALL LABOR, TRUCKS, CONCRETE, EQUIPMENT AND INSURANCE NECESSARY TO INSTALL THE ABOVE DESCRIBED MATERIALS ACCORDING TO THE SPECIFICATIONS NOTED FOR THE SUM OF (\$ 28,710.00). ANY PERMITTING &/OR ENGINEERED DRAWING INCURRED WILL BE BILLED SEPARATELY AND ARE DUE UPON RECEIPT OF INVOICE FOR SAME. PAYMENTS FOR CONTRACT TO BE MADE AS FOLLOWS:

**34% (\$ 9,761.00) DOWN PAYMENT, 34% (\$ 9,761.00) UPON START,
& 32% (\$ 9,188.00) UPON COMPLETION &/OR FINAL INSPECTION**

- NOTE:**
1. DELIVERY IN 4-6 WEEKS AFTER RECEIPT OF ORDER & AFTER PERMIT APPROVAL NOTWITHSTANDING INCIDENTS BEYOND CONTROL SUCH AS EMBARGOS, STRICKS, ACTS OF GOD, ETC.
 2. GES IS NOT RESPONSIBLE FOR ANY CONDUIT, ELECTRICAL DROPS (MAIN OR LOW VOLTAGE), OR TRENCHING TO ANY OPERATOR OR ACCESS CONTROL EQUIPMENT. SAID SERVICE TO BE CONTRACTED INDEPENDENTLY BY CUSTOMER AS NEEDED.
 3. QUOTED PRICE IS BASED ON FENCE LINES BEING CLEAR OF ALL OBSTRUCTIONS AND FINISH GRADED BY CUSTOMER PRIOR TO ARRIVAL OF INSTALLATION CREW.
 4. SHOULD INSTALLER ENCOUNTER ROCKS, BOULDERS, THE NECESSITY TO DRILL IN ORDER TO SET POSTS, SWAMPY CONDITIONS, OR TO PERFORM EXTRA LABOR SUCH AS TO CLEAR LINES, ETC. A CHARGE FOR EXTRA MATERIAL &/OR LABOR WILL BE MADE ON THE BASIS OF COST PLUS 10%.
 5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DRILLING OR LAGGING INTO ANY EXISTING CEMENT OR POURED STRUCTURE AND FOR ANY DAMAGE TO UNDERGROUND LINES (INCLUDING SPRINKLER), PIPES, WIRE, ETC. THAT ARE NOT CLEARLY MARKED.
 6. STANDARD POWDER COAT COLORS ARE WHITE, BLACK & BRONZE. STANDARD COLOR FOR PVC IS WHITE ONLY.
 7. PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN THIRTY DAYS. THEREAFTER, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FURTHER: - ANY ALTERATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE ABOVE THIS ESTIMATE.


AUTHORIZED SIGNATURE

8/23/16
DATE

ACCEPTANCE OF PROPOSAL:

1. MY SIGNATURE BELOW INDICATES AGREEMENT TO THE SPECIFICATIONS, CONDITIONS, PRICES AND PAYMENT SCHEDULE SET FORTH ABOVE.
2. I UNDERSTAND THIS IS A RETAIN TITLE CONTRACT. TITLE TO THE ABOVE PROPERTY SHALL REMAIN IN THE NAME OF THE SELLER UNTIL PAYMENT IN FULL IS RECEIVED. SELLER, AT ITS OPTION, MAY RETAKE POSSESSION OF ANY, OR ALL, MATERIAL &/OR EQUIPMENT. SHOULD ANY LITIGATION ARISE OUT OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.
3. I AUTHORIZE **GATE ENTRY SYSTEMS, INC.**, TO ORDER MATERIAL AND/OR BEGIN PREPARATIONS TO COMMENCE WORK UPON THEIR RECEIPT OF THE ABOVE-NOTED DEPOSIT.

AUTHORIZED SIGNATURE

DATE

Quote 2 - Electrical Work

Estimate

MJK Electric Inc.
EC13003771
900 NE 40 Court
Oakland Park, FL 33334
(954)769-1181
mjkelectric@yahoo.com
www.mjkelectric.net

ADDRESS
Gate Entry Systems, Inc
228 NE 33 Street
Oakland Park, Florida 33334

ESTIMATE # DATE
2701 08/25/2016

JOB NAME
Southwest Ranches

ACTIVITY	QTY	RATE	AMOUNT
This is for Southwest Ranches			
Installation of New Main Disconnect with 8/16 Circuit Capacity to Existing Meter Can in Raceway with Pull Strings (Provided by Others) with Maximum Length of 40 Ft. to Each Gate Motor. Supply GFI Protection & Disconnect Switches for (2) Motors. Install GFI Receptacle Below Main Panel for Service Per Code.	1	2,225.00	2,225.00

Low Voltage NOT Included

Thank You, Michael Keenan

TOTAL

\$2,225.00

Estimate valid for 10 days
ALL CONTRACTS MUST BE SIGNED BY CUSTOMER.
DEPOSIT MUST BE RECEIVED BEFORE ANY WORK CAN BE SCHEDULED.

Accepted By

Accepted Date



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

Quote 3

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E

PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S

JOB NAME- PAGE 1 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
1	2	<p>LABOR AND MATERIAL TO INSTALL 13' X 6' SWING GATES ON 190TH AVENUE. THE GATES WILL HAVE A 2" X 2" FRAME WITH 1" X 1" VERTICAL PICKETS, 6" ON CENTER. THE GATES WILL BE MADE OUT OF ALUMINUM WITH ALL WELDED CONSTRUCTION. THE GATES WILL BE INSTALLED ON 4" X 4" ALUMINUM POSTS CEMENTED IN THE GROUND. THE HINGES WILL BE WELDED TO THE POST AND GATES.</p> <p>* THE ENTRANCE GATE WILL SWING IN AND THE EXIT GATE WILL SWING OUT.</p> <p>* THE GATES WILL BE POWDER COATED WHITE</p>	\$3,720.00	\$7440.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ 7,440.00

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

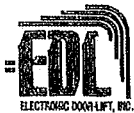
ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date _____ Title: _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Fl. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 2 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish~~X~~ and install~~X~~ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
2	2	INSTALL LIFTMASTER CSW 24U COMMERCIAL GRADE SWING GATE OPERATORS.	\$3,585.00	\$7170.00
3	2	24" X 24" X 24" CEMENT PADS TO MOUNT OPERATORS ON * PHOTO CELL FOR SAFETY INCLUDED	\$350.00	\$700.00
4	3	SAFETY LOOP AND SHADOW LOOP INSTALLED ON THE ENTRANCE GATE FOR SAFETY.	\$400.00	\$1,200.00
5	4	FREE EXIT LOOP, SAFETY LOOP AND SHADOW LOOP INSTALLED ON THE EXIT GATE. * THE LOOPS ARE 4' X 8' CUT IN ASPHALT WITH LOOP DETECTORS INCLUDED	\$400.00	\$1,600.00

Delivery _____

Warranty - One Year. Parts and Labor

Payment Terms - 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature **DAVID RECKARD** *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15TH AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E

PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S

JOB NAME- PAGE 3 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and instal ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
6	160	TRANSMITTERS TO OPEN GATE * BATTERY BACK UP INCLUDED * (5) YEAR WARRANTY, PARTS * (1) YEAR WARRANTY, LABOR NOTE: IF THEY WOULD WIDEN THE STREET A LITTLE AND PUT CURB DOWN THE CENTER OF THE ROAD OUTSIDE THE GATE, WE COULD INSTALL THE KEYPAD YOU WANT.	\$15.50	\$2480.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature **DAVID RECKARD** *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 4 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB
DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
7	1	INSTALL A KNOX LOCK FOR EMERGENCY VEHICLES TO ENTER IT WILL BE MOUNTED ON THE POST AT THE ENTRANCE IN A WEATHER TIGHT BOX. THE WIRES WILL BE RAN BACK TO THE OPERATOR IN CONDUIT. NOTE: IF BOTH GATES ARE REQUIRED TO OPEN, YOU WILL NEED TO HAVE YOUR ELECTRICIAN RUN WIRES TO THE EXIT GATE.		\$325.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ 13,475.00

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above: 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Fl. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 5 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB
DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
		OPTION TO INSTALL A MEGA ARM TOWER BARRIER ARM OUTSIDE THE ENTRANCE GATE AND INSIDE THE EXIT GATE. THIS WILL HELP TO PREVENT TAIL-GATERS.		
1	2	LABOR AND MATERIAL TO INSTALL MEGA ARM TOWER BARRIER ARMS AT EACH GATE	\$2,950.00	\$5,900.00
2	2	24" X 24" X 24" CEMENT PADS TO MOUNT BARRIER ARMS	\$350.00	\$700.00
3	2	4' X 8' LOOPS CUT IN ASPHALT WITH LOOP DETECTOR AND HARNESS FOR SAFETY / CLOSE	\$400.00	\$800.00

Delivery _____

Warranty - One Year. Parts and Labor

Payment Terms - 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature **DAVID RECKARD** *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date: _____ Title: _____

Deposit Ck. No. _____ Authorized Officer Only

**ELECTRONIC DOOR-LIFT, INC.**

Garage Doors • Automatic Openers
 6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
 Ft. Lauderdale (954) 972-9300
 West Palm Beach (561) 832-7699
 FAX (954) 972-1229

**Gate Masters**

Custom Aluminum Gates • Gate Operators • Security Gates
 Parking Barrier Arms • Access Control Systems

AMF
 American Metal Fabricators
 Spiral Staircases • Steel Columns
 Steel Fabrications

24HR EMERGENCY SERVICE**PROPOSAL**

DATE: 8.25.16

N PAGE GIACIN
A 19001 SW 59 STREET
M SOUTHWEST RANCHES, FL 33332
E PHONE NUMBER- 954.444.8569
 ATTENTION-

J JOB NAME- PAGE 6 OF 6
O GRIFFIN ROAD 345 POA
B
A SW 49TH STREET & 190TH AVENUE
D SOUTHWEST RANCHES, FL 33332
R
E LOT BLK. SUB
S DIVISION
 PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
4	2	12' BOOMS (STRIPED RED/WHITE) FOR BARRIER ARMS * BATTERY BACK UP INCLUDED * (2) YEAR WARRANTY, PARTS * (1) YEAR WARRANTY, LABOR * WHEN YOU APPROACH THE GATE THE SWING GATE OPENS. THEN THE BARRIER ARM OPENS. ONCE YOU DRIVE THROUGH, THE BARRIER ARM CLOSES, THEN THE SWING GATE WILL CLOSE. * ALL ELECTRIC BY OTHERS, HOOK UP BY EDL. * THE COST OF PERMITTING FEES, IF NEEDED IS NOT INCLUDED IN THIS PROPOSAL.	\$120.00	\$240.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ 7,640.00Tax Included: Yes ☐ No ☒

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only

Community Support

Our documents, per our attorney's opinion, require that the Public Safety Grant be considered a capital improvement and thus requires a majority of the membership to approve. We have 77 lots thus 50% plus 1 would be 40 votes to approve. Our responses from the membership are as follows:

44 = Vote for

2 = Vote against

31 = No response





Neighborhood Safety Grant Program

FY 2014-2015

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331
954-434-0008
www.southwestranches.org**

Neighborhood Safety Grant Program

FY2014/2015

PURPOSE

The purpose of the Neighborhood Safety Grant Program is to promote the undertaking of activities by Town neighborhoods to promote safety throughout their communities. The Town Council has approved project funding in the amount not to exceed of \$40,000 for the 2014/2015 fiscal year, which would allow for organized neighborhood, civic, and homeowner associations, which are recognized by the Town, to apply to the Town for monies to be used in executing a neighborhood safety program. Promotion of Safe Neighborhoods shows commitment by the Town and its residents to help secure the entire community.

WHO CAN APPLY

Neighborhood Safety Grants are available to Town recognized homeowner and civic associations. Individual homeowners are not eligible.

A neighborhood, civic, or homeowner association's Board of Directors must vote on and approve the grant application prior to submitting to the Town.

All Neighborhood Safety Grant projects shall be completed within nine (9) months of receiving funding.

GRANT REQUIREMENTS

Only one application per Town recognized homeowner and civic associations shall be permitted. Multiple applications from the same applicant shall invalidate all submittals.

The maximum amount of the Town's grant shall be \$40,000 per grant cycle. Applicants are required to have a financial match of at twenty-five (25) percent of the amount sought, which shall not include in-kind services.

All grants shall be paid out as reimbursements based upon certain milestones being met, which shall be delineated in the grant agreement.

All grant awards, the amount of such award, and the criteria utilized to make such an award, shall be in the sole discretion of the Town Council.

TO BE ELIGIBLE, THE PROJECT SHALL CREATE AND MAINTAIN SAFER COMMUNITIES

Improve the safety of the particular community where the money is sought.

Address a noted neighborhood deficiency or a deficiency which is likely to occur.

Have significant neighborhood support and involvement from residents.

Enhance the overall wellbeing of the neighborhood.

APPLICATION PROCESS

The following items shall be attached to the Safety Grant application:

1. Project narrative, including the public purpose for the project
2. 3 quotes for proposed work, which may include the soft costs
3. A complete budget showing total cost of the project
4. Photos of existing site conditions
5. Other documentation specifically requested by staff.

STAFF CONTACT

For additional information on the Neighborhood Safety Grant program, or to schedule a meeting, you may contact _____.

EXHIBIT D

Thomas A. Hall, Inc.
1355 Adams Street
Hollywood, FL 33019
954-288-4447
tomhall1234@gmail.com

November 14, 2016

Andy Berns
Town Administrator,
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

RE: Southwest Ranches Access Analysis
Project No. 201648.01

Dear Mr. Berns:

As requested, Thomas A. Hall, Inc. has completed a survey of residents within the Griffin 345 Plat HOA and the Country Estates HOA and has also reviewed the local roadway network in an effort to determine what might be the best method for a) restricting access to SW 190th Avenue and, b) reducing traffic intrusions on SW 188th Avenue.

As you know, I attended the October 24, 2016 public meeting at Town Hall where several alternative road closing proposals were presented to the public by Council Member Steve Breitkreuz. A substantial number of Griffin 345 Plat HOA members were present while a smaller number of Country Estates HOA members attended.

Mr. Breitkreuz presented five alternatives for consideration by those in attendance. The five alternatives were:

- A. A gate on SW 190th Avenue at SW 49th Street while SW 63rd Street remained open and SW 54th Place and SW 57th Court were closed.
- B. A gate on SW 190th Avenue at SW 63rd Avenue while SW 49th Street remained open and SW 54th Place and SW 57th Court were closed.
- C. A gate on SW 63rd Street while SW 190th Avenue remained open at SW 49th Street and SW 54th Place and SW 57th Court were closed.
- D. A gate on SW 190th Avenue at SW 49th Street while SW 63rd Street was closed at the canal east of SW 190th Avenue and SW 54th Place and SW 57th Court were closed.
- E. SW 190th Avenue open at SW 49th Street while SW 63rd Street was closed at the canal east of SW 190th Avenue and SW 54th Place and SW 57th Court were closed.

Mr. Bob Zimmerman, a resident of Griffin 345 Plat HOA, suggested a sixth alternative (Alternative "Z"), which was to place a gate on SW 190th Avenue somewhere in the middle between SW 63rd Street and SW 49th Street while SW 54th Place and SW 57th Court were closed.

After much discussion, a tally was taken of attendees' preferences. Those in attendance from Griffin 345 Plat HOA unanimously selected Alternative A as their preferred alternative. Attendees from Country Estates HOA appeared to prefer Alternative D, although they also were accepting of Mr. Zimmerman's Alternative Z.

Subsequent to the October 24th meeting, on November 3, 2016, I met with Mr. John Eastman, Mr. Doug McKay and Ms. Denise Schroeder. Riding in Mr. McKay's truck, we explored the study area roadways, including dirt trails south of SW 63rd Street. It was a very informative meeting.

Mr. Eastman and Mr. McKay both indicated a concern that commercial truck traffic was heavily using SW 188th Avenue, as was the traffic to and from the Griffin 345 Plat neighborhood. They pointed out residences within the Griffin 345 Plat neighborhood where residents were operating commercial businesses that caused commercial truck traffic to use SW 188th Avenue as their connection to Griffin Road. In addition, they noted that commercial truck traffic from the agricultural area south of SW 63rd Street was also using SW 188th Avenue. They went north from SW 63rd Street via SW 190th Avenue and turned east on SW 54th Place to go to SW 188th Avenue and from there, north to Griffin Road. The same commercial truck traffic returned from Griffin Road via the same path in reverse.

In addition to these concerns, Mr. Eastman, Mr. McKay and Ms. Schroeder noted that service trucks and service personnel attempting to enter the Griffin 345 Plat neighborhood along SW 190th Avenue, when encountering the proposed gate at SW 49th Street, would call their client so that they could enter, but, if the client was not available, would simply turn around and use SW 188th Avenue as their route to SW 63rd Street and enter the Griffin 345 Plat neighborhood from the south. This, of course, would mean that the service trucks would still be on SW 188th Avenue in the future. This traffic, along with the commercial truck traffic from the agricultural businesses south of SW 63rd Street, was a sizable concern for all three resident representatives.

On November 4, 2016, I met with Ms. Dell McConnon and other members of the Griffin 345 Plat HOA. We met at the intersection of SW 190th Avenue at SW 49th Street and discussed their concerns regarding access to SW 190th Avenue, which is, as they noted, their private driveway between SW 49th Street and SW 63rd Street.

Those in attendance stressed several points:

1. They wished to close SW 190th Avenue at SW 49th Street and wished to do so on the north side of SW 49th Street;
2. As a private roadway, the members of the Griffin 345 Plat HOA had to pay for liability insurance coverage for use of SW 190th Avenue and, without a plan for reducing outside use of the roadway, could either not obtain such insurance or do so at prohibitive rates;

3. They were opposed to putting the proposed gate at the south end by SW 63rd Street because people entering SW 190th Avenue from Griffin Road would get all the way to the end of their private roadway before being stopped and then forced to travel back the way they had come, thus defeating the residents' desire to keep outside traffic off of their private roadway;
4. When I noted the Country Estates HOA representatives' concern regarding service truck access to the Griffin 345 Plat neighborhood after a gate was installed on SW 190th Avenue, the Griffin 345 Plat neighborhood residents suggested that they would give a code to whomever they had coming to their house so that they could enter through the gate regardless of whether a family member was available to let them in.

Armed with the information gained from these meetings with residents, I set about examining what options could best resolve as many of their concerns as possible. A conversation with Mr. Keith Poliakoff, Town Attorney, was helpful inasmuch as he confirmed that the Town could neither give land to Griffin 345 Plat HOA nor give an easement to them so that the proposed gate could be located on the north side of SW 49th Street along SW 190th Avenue. If the gate is to be placed on SW 190th Avenue near SW 49th Street, it must be installed within the privately owned portion of SW 190th Avenue.

In addition, Mr. Rod Ley, P.E., Town Engineer, provided information regarding those roadway sections in the Griffin 345 Plat neighborhood that were under the control of the Town of Southwest Ranches. Unfortunately, the Town only controls one half of the right of way at either of the two available locations. Therefore, there is no publicly owned right of way sufficient to control both directions of travel within the Griffin 345 Plat neighborhood, but, given Mr. Poliakoff's legal direction, it would appear that a gate placed on Town property would be unacceptable anyway.

On November 11, 2016, I spoke with Mr. Bob Hartmann, President of the Country Estates HOA. Mr. Hartmann asked me to also contact another resident of Country Estates, Ms. Jill Aronofsky. I called Ms. Aronofsky and discussed her view of the traffic conditions along SW 188th Avenue. Both Mr. Hartman and Ms. Aronofsky said that the traffic issues, from their point of view, seemed overstated, but acknowledged that they lived away from the north end of SW 188th Avenue and, as such, may not experience the brunt of it.

After much review, two alternatives were developed, with Alternative 1 being my recommended alternative and Alternative 2 providing a "fall back" position.

Alternative 1

SW 190th Avenue

Install a gate on SW 190th Avenue immediately south of SW 49th Street while keeping SW 63rd Street open and closing SW 54th Place and SW 57th Court. In addition, the gate must include the capability to assign pass codes for entry and exit as well as provide

“clickers” for residents in the Griffin 345 Plat neighborhood. “Dead End” roadside signs should be installed on both sides of SW 190th Avenue immediately north of SW 63rd Street facing northbound traffic.

SW 188th Avenue

In addition to addressing SW 190th Avenue, further treatment should be given to SW 188th Avenue and SW 185th Way. On SW 188th Avenue immediately north of SW 63rd Street, a “No Thru Trucks” sign should be installed facing northbound traffic. On SW 188th Avenue immediately south of Griffin Road, a “No Thru Trucks” sign should be installed facing southbound traffic. Broward County’s Code of Ordinances provides for a “no-thru-truck zone” in Section 23-5:

Sec. 23-5. - No-thru-truck zones.

(a)

Authority and Purpose. This section is ordained pursuant to authority granted under the Florida Uniform Traffic Control Law. The purpose of this section is to promote the public health, safety and welfare by prohibiting thru-truck traffic on streets and roads which are unsuitable for such traffic by reason of their construction or by reason of the character and nature of abutting property, where reasonably adequate alternative truck routes exist.

(b)

Definitions.

(1)

Truck means a truck as defined in the Florida Uniform Traffic Control Law.

(2)

No-thru-truck zone means a street or road, or segment thereof, on which trucks are prohibited, except trucks traveling to or from a place abutting the zone, which place would otherwise be inaccessible by truck.

(3)

Division means the division of traffic engineering established by the Administrative Code of Broward County.

(c)

Establishment of Zones. No-thru-truck zones shall be established by the division by the posting of signs as provided for in subsection (e) of this section.

(d)

Considerations and Guidelines. The division may establish a no-thru-truck zone if one (1) or more of the following conditions exists; however, a no-thru-truck zone shall not be established unless truck traffic that would otherwise travel through the zone has an alternate route available:

(1)

Traffic lanes are less than twelve (12) feet wide.

(2)

The street or road cannot adequately carry truck traffic because of damage to the surface or to abutting structures.

(3)

Land use on both sides of the street or road is predominantly residential.

(e)

Signing. No-thru truck zones shall be signed at the beginning and end thereof, and at other places as the division may determine to be necessary, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.

(f)

Prohibition. It is unlawful for any person to drive a truck in a no-thru-truck zone, unless the driving of such truck is within the exception specified in the definition of "no-thru-truck" zone in subsection (b) of this section.

(g)

Penalty. Violation of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof, and upon conviction shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment.

(Ord. No. 83-79, § 1, 12-6-83)

Note that Section 23-5(d)(3) specifically justifies "no-thru-truck zones" when the road runs through a residential neighborhood such as the Country Estates neighborhood along SW 188th Avenue. Note further that a truck may use the roadway if the only access available is by way of that road. This would certainly be true for those residents of Country Estates who have trucks of their own.

The commercial nurseries south of SW 63rd Street currently use SW 190th Avenue and SW 188th Avenue to gain access to Griffin Road. It is proposed that they no longer use either roadway and that all access to these properties be by means of Sheridan Street to the south. However, without some steps being taken, this would place all of the commercial truck traffic on SW 185th Way and the residential neighborhood that runs on either side of the road.

SW 185th Way

In order to prevent SW 185th Way from having more truck traffic and, in fact, to reduce the truck traffic already on it, it is proposed that the Town of Southwest Ranches work with the property owners south of SW 63rd Street and between SW 185th Way and SW 191st Avenue to use the existing dirt roads within the area for their truck traffic. Those properties east of the canal can use the existing SW 188th Avenue dirt road to go south to SW 69th Street, turn east, and then go south on SW 185th Way to Sheridan Street. Those properties west of the canal must use SW 63rd Street to cross the canal, but can turn south on SW 188th Avenue and then go south along the same dirt road to SW 69th Street, turn east, and then proceed south along SW 185th Way to Sheridan Street. In this way, the truck traffic is kept off of nearly all of the residential streets.

Ideally, the truck traffic west of the canal would use SW 189th Avenue to go south, turn east at some point and cross the canal to join the other truck traffic on SW 188th Avenue. However, that would require the construction of a culvert crossing of the canal. If it could be done, all of the commercial truck traffic could be contained to the commercial agricultural area or SW 185th Way south of SW 69th Street. It is recommended that this culvert crossing be considered as a secondary step in development of Alternative 1.

“No Thru Trucks” signs would also be installed on SW 185th Way immediately north of SW 69th Street facing northbound traffic. The same signs would be placed on SW 186th Avenue immediately south of Griffin Road facing southbound traffic. With the Town of Southwest Ranches staff coordination with the property owners in the commercial agricultural area, it should be possible to run an education program that ensures that the trucks in that area use the new truck route and stay out of the residential neighborhoods to the north.

This alternative achieves several results that were noted by members of both the Griffin 345 Plat HOA and the Country Estates HOA. The Griffin 345 Plat neighborhood is relieved of “outside” traffic on its private road, which should result in a lower liability insurance rate and a quieter street. The Country Estates neighborhood no longer has to bear the traffic from the Griffin 345 neighborhood nor does it have to bear the commercial truck traffic from the commercial agricultural area south of SW 63rd Street. As an added bonus, the residences along SW 185th Way also should see a decrease in the commercial truck traffic (except for three or four homes south of SW 69th Street).

Alternative 2

SW 190th Avenue

Install a gate on SW 190th Avenue immediately north of SW 63rd Street while keeping SW 190th Avenue open at SW 49th Street and closing SW 54th Place and SW 57th Court.

In all other respects, Alternative 2 would follow the recommendations for Alternative 1. It would still keep the commercial truck traffic off of the privately owned section of SW 190th Avenue since “Dead End” signs would be installed immediately south of SW 49th Street facing southbound traffic. However, it would not keep drivers of errant vehicles from wandering off of Griffin Road and driving along the private roadway. For this reason, it is considered less beneficial by residents of the Griffin 345 Plat neighborhood.

As with the residents on SW 49th Street in Alternative 1, the members of the Griffin 345 Plat neighborhood that live along SW 63rd Street would be outside the gate on SW 190th Avenue, but would still have “clickers” so that they could access SW 190th Avenue.

Andy Berns
November 14, 2016
Page 7 of 7

SW 188th Avenue

Regarding Alternative 2's effect upon the Country Estates neighborhood, the same reduction in traffic from the Griffin 345 Plat neighborhood and a reduction in commercial truck traffic from the agricultural area south of SW 63rd Street would still be expected.

If gate technology did not exist to provide for pass codes to be used at the gate, Alternative 2 might well have been the recommended alternative since it would keep service trucks from using SW 188th Avenue to access the Griffin 345 Plat neighborhood. However, pass code gate technology does exist and has been working successfully for many years. Therefore, Alternative 2 is less preferred alternative.

I have prepared graphic figures to illustrate Alternative 1 and 2. They are enclosed.

It has been a pleasure meeting with the residents of both Griffin 345 Plat and Country Estates neighborhoods. In addition, it has been a real pleasure to work with Town staff. Should you have any questions or comments regarding this letter report, please do not hesitate to contact me.

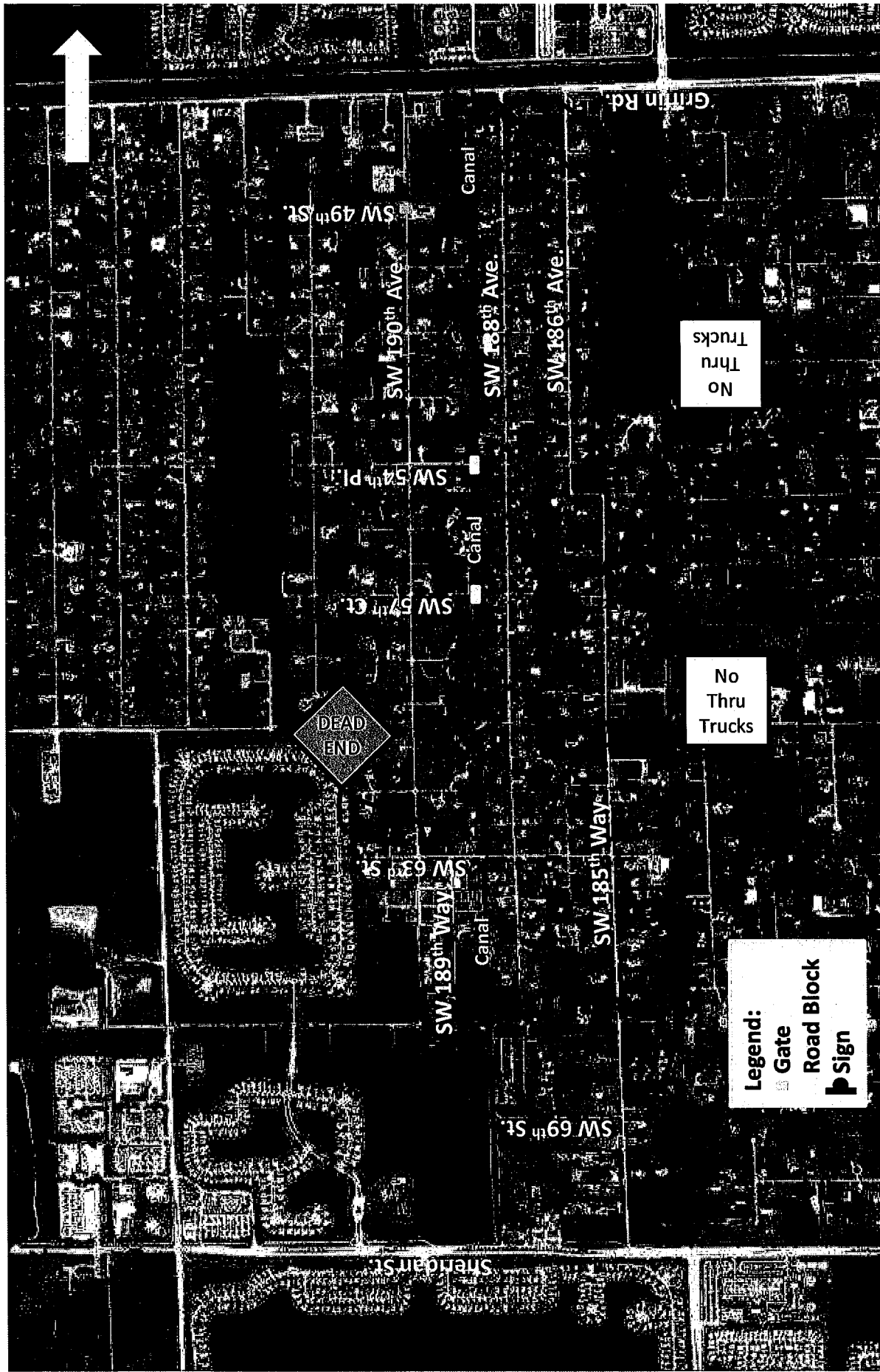
Very truly yours,



Thomas A. Hall
President

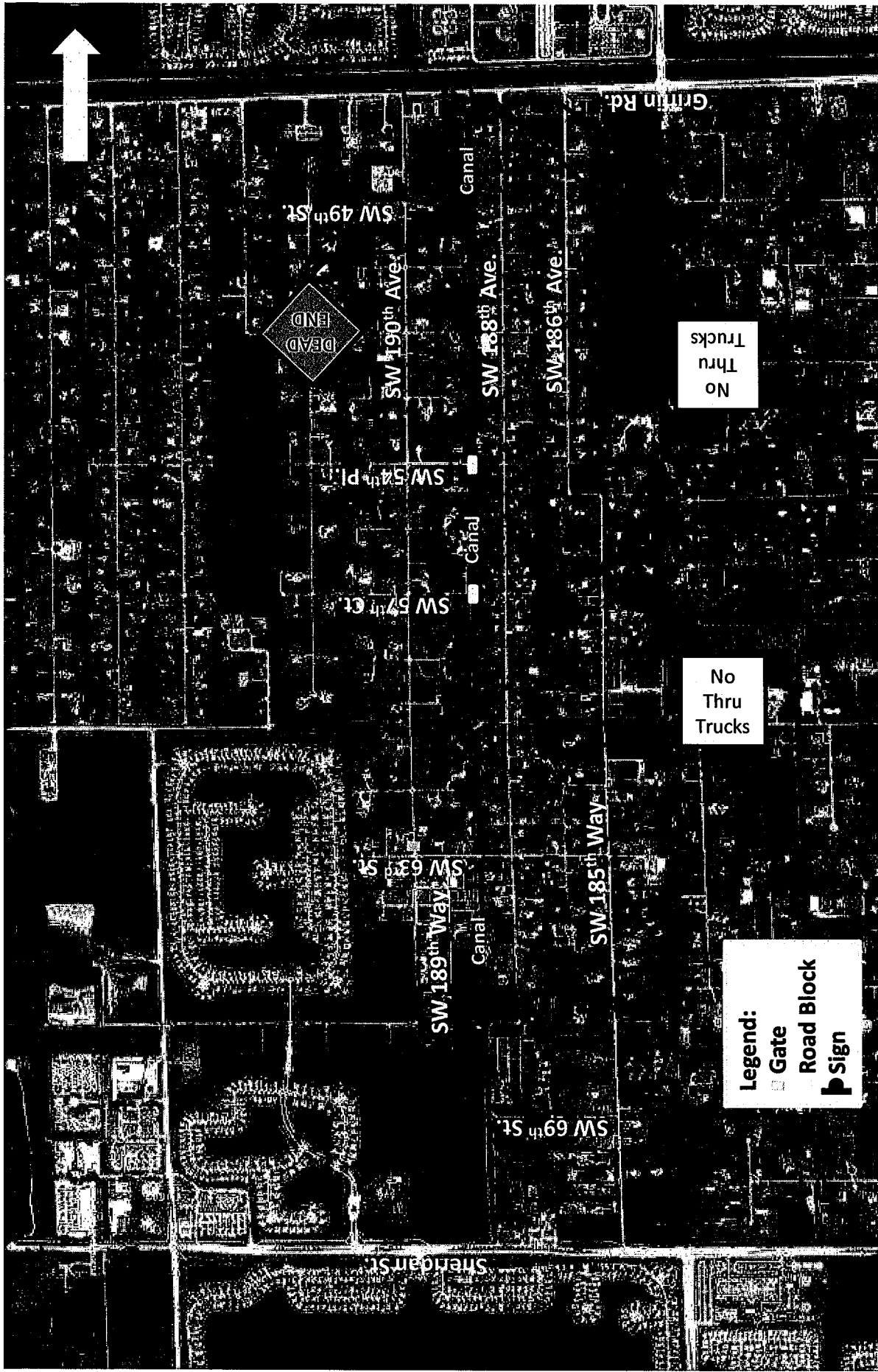
TAH/kh

Enclosures



Thomas A. Hall, Inc.

Alternative 1 **Access Analysis** **Town of Southwest Ranches**



Thomas A. Hall, Inc.

Alternative 2 Access Analysis Town of Southwest Ranches

Exhibit C
Town of Southwest Ranches
Neighborhood Safety Grant Program

NEIGHBORHOOD SAFETY GRANT PROGRAM

THIS AGREEMENT made and entered into this 24th day of August, 2017, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Griffin Road 345 Property Owners Association, Inc., a neighborhood, civic, property owner's or homeowner's association established pursuant to Florida law, organized under the laws of the State of Florida, referred to as "Neighborhood Association" and/or "Grantee", which Neighborhood Association has as its principal address at P.O. Box 820493 S. Florida, MPC, FL 33082 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town's Neighborhood Associations, through its *Neighborhood Safety Grant Program* (the "Program"), to promote safety throughout the Town, in accordance with the terms of Resolution #2015-033 approved at the Town Council Meeting on April 23, 2015 and;

WHEREAS, on November 16, 2016 pursuant to Resolution #2017-16 the Town Council of the Town of Southwest Ranches approved the grant of funds to Grantee for the purpose of establishing Safe Neighborhoods, for the use and benefit of Grantee as a Neighborhood Association wishing to participate in the Neighborhood Safety Grant Program by means of implementing the construction Project described below; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as "Project"), a description of which is shall be attached as Exhibit "A" of this Agreement; and

WHEREAS, the Grantee's receipt of Program funding will occur as specifically delineated herein; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$37,875 under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the minimum amount of \$12,625.

3. Payment: Grant to be paid out in equal reimbursements to Grantee in three stages:
 - a. Upon execution of this Agreement;
 - b. Upon 50% completion of the project as determined by the engineering firm/qualified contractor that is ultimately retained;
 - c. Final payment to be made upon passing final inspection pursuant to building permit.
4. Project: Grantee agrees to hire a qualified contractor to perform all work constituting the Project; Grantee will take reasonable measures to supervise the work.
5. Implementation of Project: Grantee shall execute all Project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other applicable lawful requirements. The Town agrees to cooperate in good faith with the Grantee with respect to all permit applications related to the Project, and to facilitate and expedite such permits to the extent reasonably possible within the legal limits of its authority.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed within nine (9) months of receiving funding, pursuant to the Town's Neighborhood Safety Grant Program requirements. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the Completion date described herein. Any extension shall be granted at the discretion of the Town, and the Town shall not unreasonably withhold or delay such extension. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the Completion date, written notification must be provided to the Town. For purposes of this Agreement, the parties agree that "Completion" of the Project is achieved when final inspection by the building department takes place.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: Griffin Road 345 shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs at all tribunal levels, to the extent caused by the gate and the existence of the gate, including damages caused to the gate by the Town in the course of gaining access during an emergency or upon a need for access. GRIFFIN ROAD 345 agrees that any liability of the TOWN, including its elected officials, agents and employees, for personal injury, as well as any liability for damage, by anyone arising in any way out of, or in any way connected to the gate, shall be borne solely by GRIFFIN ROAD 345. GRIFFIN ROAD 345 agrees to indemnify, defend and hold the TOWN harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which the TOWN would be required to reply and/or defend, at both trial and appellate levels.

Griffin Road 345, may at its option, purchase liability insurance to cover any potential liability or indemnity related to the performance of this agreement, and that if such insurance is acquired the carrier may appoint agreeable counsel to defend the Town and its officials, as necessary. The Town shall cooperate with counsel and shall not unreasonably withhold agreement to counsel's appoint if necessary.

In the event of a reservation of rights coupled with a determination of no coverage, or absent coverage, the obligation for indemnification shall remain with Griffin Road 345 as set forth above, including hiring counsel reasonably agreeable to the Town and payment of such counsel's reasonable attorney's fees (at a rate up to the Town's contracted rate for the Town attorney). The Town shall promptly notify Griffin 345 of any claim, and shall cooperate with Griffin 345 including settlement of any potential claims for which consent shall not be reasonably withheld. The Town may participate at its own expense in the investigation and defense of such claim with separate counsel of its own choice, or with unified counsel if agreeable to all parties subject to any appropriate conflict waiver. In any event, the Town shall provide reasonable assistance and information as necessary to Griffin 345 in the investigation and defense of any such claim. In the event that the Town seeks to settle a claim which is or may be covered under this section without the consent of Griffin 345, the Town may do so; however, in such event, the parties reserve all rights and defenses as to whether the settlement is reasonable or otherwise covered under this section.

Nothing stated in this Agreement shall, in any way, invalidate the Town's right to sovereign immunity. Should a clause be found, by a court of competent jurisdiction to have waived the Town's right to sovereign immunity, such clause shall be stricken and the Town's sovereign immunity shall be preserved.

9. Monitoring: The Grantee agrees that Town staff may monitor the implementation of the Project and employ any means available to the Town under applicable law, to see to it that the aforementioned requirements of the Neighborhood Safety Grant Program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331**

12. Termination: Prior to the Completion of the Project, the Town shall have the right to terminate this Agreement for any material breach of this Agreement by Grantee, upon 30 days' prior written notice and opportunity to cure. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any remaining portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants

under the Neighborhood Safety Grant Program unless and until Town Administrator decides otherwise. Prior to the Completion of the Project, Grantee shall have the right to terminate this Agreement upon written notice to the Town and return of all Grant monies previously received.

13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator. Town Administrator shall make a good faith effort to receive input from Grantee, prior to making a final determination on any matter not expressly provided for herein.
15. Survival: Paragraph 10 shall survive the completion of this Agreement.
16. Prevailing Party. Should any legal action be required to enforce or interpret the respective rights, duties, or obligations due under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred in all forums and levels where this Agreement is at issue.

TOWN OF SOUTHWEST RANCHES

By Andrew D. Berns
Andrew D. Berns
Town Administrator

By Doug McKay
Doug McKay, Mayor

ATTEST:

Russell Muniz
RUSSELL MUNIZ
Assistant Town Administrator/Town Clerk

Approved as to form and completeness for the
Use and reliance of the Town of Southwest Ranches, only

Keith M. Poliakoff
Keith M. Poliakoff
Town Attorney

NEIGHBORHOOD ASSOCIATION

By John Cetta
President

Mark E. Weall
James O. Schi
Robert Zimmerman
H. Thomas
Vice President

ATTEST:

Shirley A. McMahon
Corporate Neighborhood
Association Secretary

Town of Southwest Ranches
Neighborhood Safety Grant Program

APPLICATION INSTRUCTIONS AND REQUIREMENTS

Project Name:

Traffic Calming Gate

Neighborhood:

Griffin 345 Property Owner's Association Inc.

Type of Organization (Neighborhood, Civic, Homeowner's Association, etc.):

Property Owner's Association

Mailing Address:

P.O. Box 820499 S. Florida, MPC, FL 33082

Name and Title of Contact Person:

Ofelia Arlotta, President

Phone:

Daytime: **954-618-9184**

Fax:

Email Address: **griffinroad345@rechargeink.com**

1. What is the amount of your grant request?
(Amount must not exceed \$40,000, with a minimum financial match of at least 25%)

\$ 37875.00

Town of Southwest Ranches
Neighborhood Safety Grant Program

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)
Intersection of SW 49th Street and SW 190th Avenue, Griffin 345 subdivision.
2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:

Gates to be placed at the north end of SW 190th Avenue allowing Griffin 345 residents to use SW 190th Avenue to Griffin Road, decreasing traffic on SW 188th Avenue, while cut through traffic once the area between FPL easement and SW 190th Avenue is paved. Knox boxes will be provided for emergency vehicles.

3. Project Specifics:
 - A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.

Install electric gates at the north end of SW 190th Avenue to be used as a cut through deterrent while giving access to and from Griffin Road from SW 190th Avenue for the residents of Griffin 345 Plat. The south end will be left open. See Attachments 1, 2, and 3. Griffin 345 will maintain and operate the gate in perpetuity.

4. Describe the Resident/Community involvement in accomplishing this project.

Traffic has always been an issue at the west side of town. After years of working together with the town and adjacent neighborhood in traffic workshops, this solution has been seen as favorable and as the most viable and feasible solution while still not negatively impacting any neighbors. Our documents, per our attorney's opinion, require that the Public Safety Grant be considered a capital improvement and thus requires a majority of the membership to approve. We have 77 lots thus 50% plus 1 would be 40 votes to approve. Our responses from the membership are as follows: 44 = Vote For; 2 = Vote against; 31 = No response

5. Does this project require the assistance or approval of a Town department? If yes, describe what is required from the Town to implement the project. (Planning and Zoning, Engineering).

Yes. Permits will be obtained from the Planning and Building Departments and coordinated with the Engineering Department. Permit fees will be paid by Griffin 345.

6. Estimate how long it will take to complete the project (not to exceed nine months).

Excluding permitting, approximately six (6) months.

7. Will you be removing any existing plants or trees? ____ Yes X No (check one). If so, please explain, indicate the number of plants, their species and reason for removal. A tree removal permit may be requires from the Town of Southwest Ranches.

Not applicable.

8. Clearly show public right-of-ways, easements and private lands on the plans.

See Attachments 1, 2, and 3.

PROJECT FUNDING

- A. Funds requested (\$40,000 max): 37875.00
- B. Match (minimum of 25%): 12625.00
- C. Total Project Cost (Sum of Lines A & B): 50500.00

I (we), the applicant of the above described project understand that the intent of this application is only for purposes of pre-qualifying and does not guarantee acceptance or approval and no commitment is hereby made, in whole or in part, on behalf of the applicant, Town Staff, or the Southwest Ranches Town Council.

[] I understand and agree to these terms

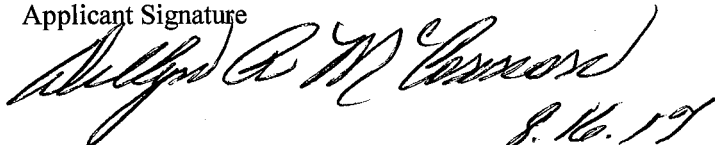
CERTIFICATION OF THE APPLICANT

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Providing false information shall disqualify the applicant from the approval process for the **2014-2015** fiscal year.

Verification of any information contained in this application may be obtained by Town Staff from any available source.

Ofelia Arlotta

Applicant Signature



10.20.16

Date

Exhibit A

Town of Southwest Ranches Neighborhood Safety Grant Program

DESCRIPTION OF PROJECT

Project Information:

1. Project location (Please provide physical address, subdivision or project limits and/or attach map)
Intersection of SW 49th Street and SW 190th Avenue, Griffin 345 subdivision.

2. Please describe the project and the benefits that will be derived by the neighborhood and/or Town:
Gates to be placed at the north end of SW 190th Avenue allowing Griffin 345 residents to use SW 190th Avenue to Griffin Road, decreasing traffic on SW 188th Avenue, while cut through traffic once the area between FPL easement and SW 190th Avenue is paved. Knox boxes will be provided for emergency vehicles.

3. Project Specifics:
 - A. Describe the project in detail. Provide specific design information including drawings, plans, sketches and maps if available.
Install electric gates at the north end of SW 190th Avenue to be used as a cut through deterrent while giving access to and from Griffin Road from SW 190th Avenue for the residents of Griffin 345 Plat. The south end will be left open. See Attachments 1, 2, and 3. Griffin 345 will maintain and operate the gate in perpetuity.

Griffin 345 will be responsible for any applicable impact fees and temporary utility fees.

Exhibit B

Town of Southwest Ranches
Neighborhood Safety Grant Program

Completion Milestones

Exhibit C

Town of Southwest Ranches Neighborhood Safety Grant Program

MONTHLY PROGRESS STATEMENT

*****To be completed by the applicant after execution of a grant award***

Status Report for the Month of _____, 20__

Project Address _____

Contact person for the project: _____

Telephone: _____

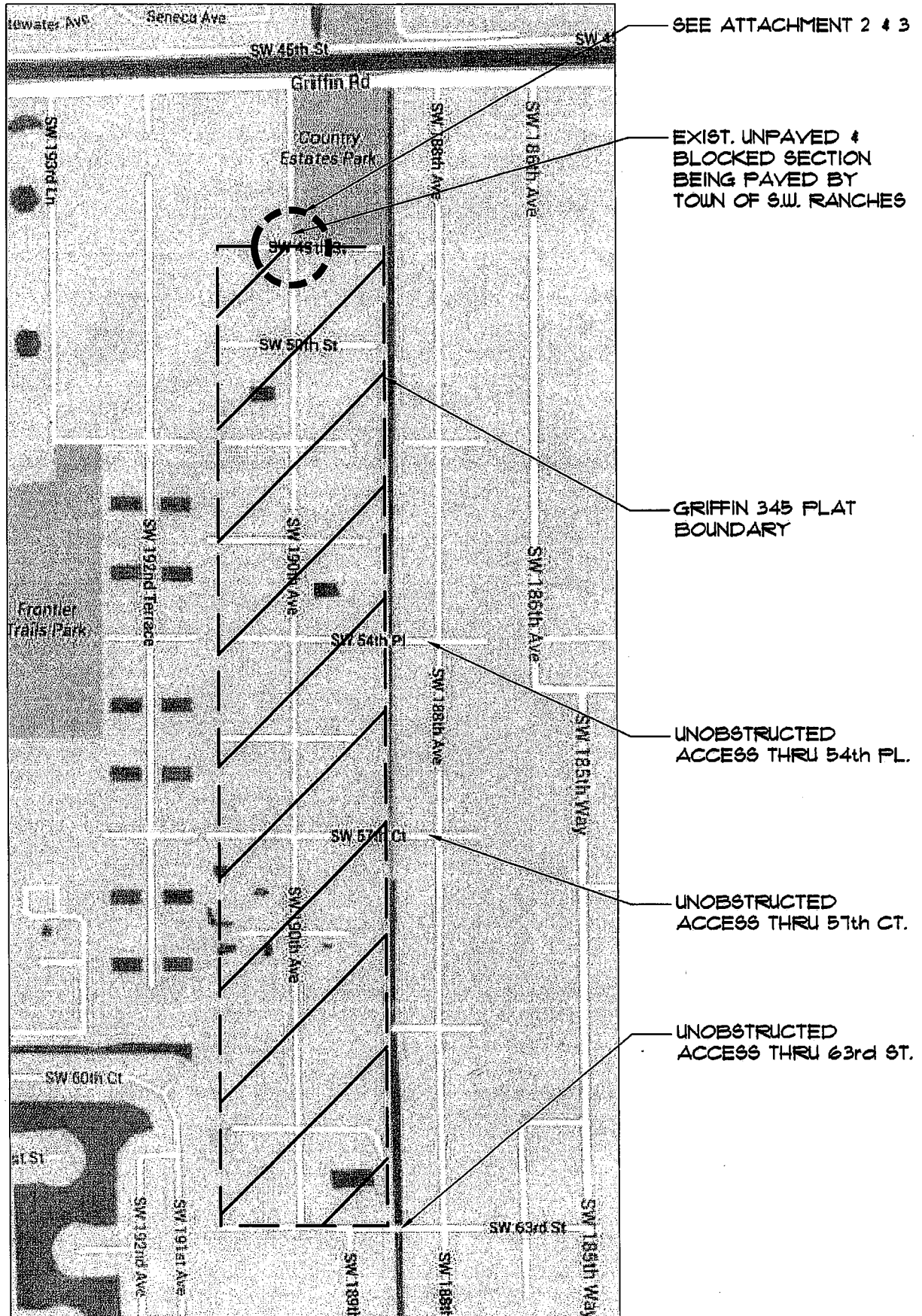
I. Narrative description of activity status/milestones:

II. Expected work to be completed in the next month:

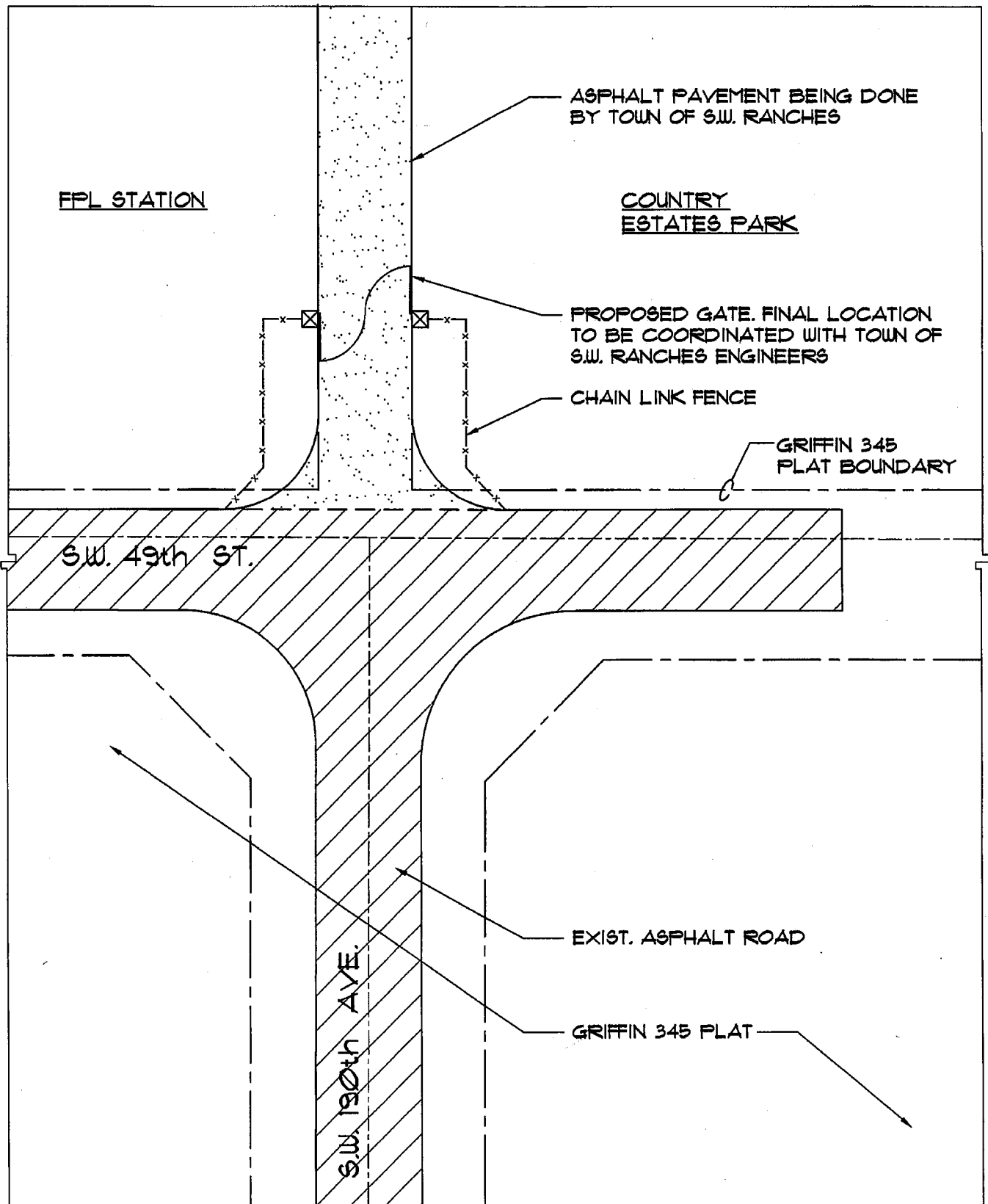
112235340.1

112392441.1

ATTACHMENT 1



ATTACHMENT 2

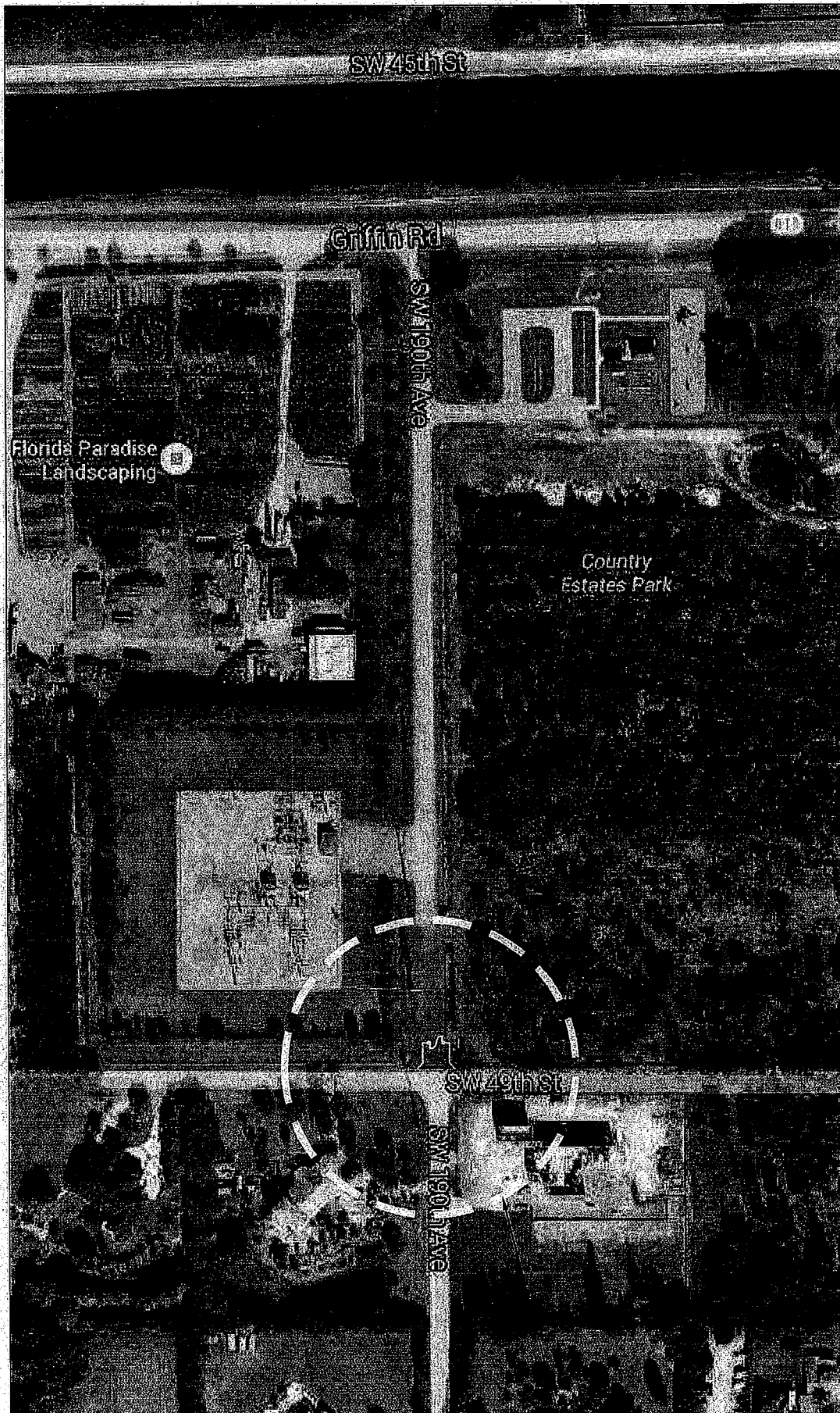


SITE PLAN

N.T.S.



ATTACHMENT 3



SEE ATTACHMENT 2

SOUTHPOINT DEVELOPMENT INC.

2730 WEST 78 STREET, HIALEAH, FL 33016

305-557-9685

Proposal for: Griffin Road 345 POA

SW 49th Street & 190th Avenue

Southwest Ranches, FL 33332

Scope of work: Entry gates for the above referenced property.

Description: Labor and material as follow and per Attachment 2.

- Meter and underground service connection to FPL source.
- Electrical panel with main disconnect, time clock for lights and electrical connections for gate motors.
- Low voltage connections.
- 2 commercial grade gate motors.
- 2 metal, 12' wide x 6' high gates, design to be selected.
- (1) 3' - 0'' x 6' - 0'' pedestrian gate with card activated lock.
- 2 swing gate operators
- 4' conc. bollards
- 2 Arm tower barriers
- Cement pads for operators, card reader, elect. panel and meter.
- 4 card reader (1 at each gate and 2 at pedestrian gate)
- 2 Knox box
- Linear AP-5 receiver (for police, city, waste, etc.)
- Safety loop detectors
- (2) 2' - 0'' x 2' - 0'' x 6' - 0'' H. conc. block columns.
- 140' L. x 6' H. picket railing
- 150 electronic cards
- 3' - 6'' W. paver walkway x approx. 26' - 8'' L.
- Cut, patch and repair asphalt as required for gates installation.
- Asphalt striping and 2 information signs
- 2 electrical fixtures, column mounted. To be selected (\$100.00 allowance)
- 3 electrical outlets (1 each column and at panel)
- Landscape allowance (\$200.00 allowance)
- Plans and permit allowance (\$2,500.00)

SOUTHPOINT DEVELOPMENT INC.

2730T 78 STREET, HIALEAH, FL 33016

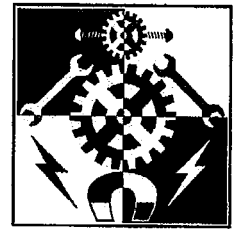
305-557-9685

Total cost ----- \$50,500.00

Miscellaneous notes:

- Subcontractor labor and permit included

Client to be responsible for any applicable impact fees and temporary utility fees



Gate Entry Systems, Inc.

228 N.E. 33rd STREET, OAKLAND PARK, FL 33334
PHONE: 954-563-1625 FAX: 954-563-1626
EMAIL: mr4ges@hotmail.com
LICENSE #: 06-13570-X

PROPOSAL

PROPOSAL SUBMITTED TO:

GRIFFIN PLAT 345
c/o DELL McCONNOR
18951 SW 57TH COURT
SOUTHWEST RANCHES, FL 33332

JOB LOCATION:

PHONE: 954-252-8441 cc: PAGE GIACIN
EMAIL: griffinroad345@rechargeink.com EMAIL: pagegiacin_showerdoors@msn.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

2 - 6'h x 12'w TWO-RAIL, ALUMINUM SWING GATES, POWDER COATED SATIN BLACK	\$ 6,000.00
2 - VIKING F-1 SWING GATE OPERATORS	\$ 5,400.00
1 - BAI BARCODE READER BA-220 & CONTROL UNIT	\$ 7,500.00
200'- 3/4" PVC CONDUIT WITH 6 COND/18 GA WIRE & CAT-5E CABLE FOR LOW VOLTAGE	\$ 2,500.00
4 - CEMENT PAD FOR OPERATORS, BARCODE READER & ELECTRICAL BREAKER BOX	\$ 1,000.00
1 - LINEAR AP-5 RECEIVER (FOR POLICE DEPT, CITY, WASTE MGMT, ETC)	\$ 150.00
1 - KNOX SWITCH FOR FIRE DEPT	\$ 350.00
6 - LOOPS AND LOOP DETECTORS (SAFETY & FREE EXIT)	\$ 2,460.00
140'- 6'h TWO-RAIL, ALUMINUM FENCE TO MATCH GATE	\$ 6,440.00
TOTAL	\$31,800.00

**NOTE: PRICE DOES NOT INCLUDE BARCODE DECALS @ \$ 6.00 EA & ACT-31B TRANSMITTERS
FOR RECEIVER @ \$ 26.50 EA
**NOTE: PRICE DOES NOT INCLUDE GRASS SODDING

PAYMENT: GATE ENTRY SYSTEMS HEREBY PROPOSES TO FURNISH ALL LABOR, TRUCKS, CONCRETE, EQUIPMENT AND INSURANCE NECESSARY TO INSTALL THE ABOVE DESCRIBED MATERIALS ACCORDING TO THE SPECIFICATIONS NOTED FOR THE SUM OF (\$ 31,800.00). ANY PERMITTING &/OR ENGINEERED DRAWING INCURRED WILL BE BILLED SEPARATELY AND ARE DUE UPON RECEIPT OF INVOICE FOR SAME.
PAYMENTS FOR CONTRACT TO BE MADE AS FOLLOWS:

**34% (\$ 10,812.00) DOWN PAYMENT, 34% (\$ 10,812.00) UPON START,
& 32% (\$ 10,176.00) UPON COMPLETION OR FINAL INSPECTION**

- NOTE:**
1. DELIVERY IN 4-6 WEEKS AFTER RECEIPT OF ORDER & AFTER PERMIT APPROVAL NOTWITHSTANDING INCIDENTS BEYOND CONTROL SUCH AS EMBARGOS, STRICKS, ACTS OF GOD, ETC.
 2. GES IS NOT RESPONSIBLE FOR ANY CONDUIT, ELECTRICAL DROPS (MAIN OR LOW VOLTAGE), OR TRENCHING TO ANY OPERATOR OR ACCESS CONTROL EQUIPMENT. SAID SERVICE TO BE CONTRACTED INDEPENDENTLY BY CUSTOMER AS NEEDED.
 3. QUOTED PRICE IS BASED ON FENCE LINES BEING CLEAR OF ALL OBSTRUCTIONS AND FINISH GRADED BY CUSTOMER PRIOR TO ARRIVAL OF INSTALLATION CREW.
 4. SHOULD INSTALLER ENCOUNTER ROCKS, BOULDERS, THE NECESSITY TO DRILL IN ORDER TO SET POSTS, SWAMPY CONDITIONS, OR TO PERFORM EXTRA LABOR SUCH AS TO CLEAR LINES, ETC. A CHARGE FOR EXTRA MATERIAL &/OR LABOR WILL BE MADE ON THE BASIS OF COST PLUS 10%.
 5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DRILLING OR LAGGING INTO ANY EXISTING CEMENT OR POURED STRUCTURE AND FOR ANY DAMAGE TO UNDERGROUND LINES (INCLUDING SPRINKLER), PIPES, WIRE, ETC. THAT ARE NOT CLEARLY MARKED.
 6. STANDARD POWDER COAT COLORS ARE WHITE, BLACK & BRONZE. STANDARD COLOR FOR PVC IS WHITE ONLY.
 7. PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN THIRTY DAYS. THEREAFTER, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FURTHER: - ANY ALTERATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE ABOVE THIS ESTIMATE.


AUTHORIZED SIGNATURE

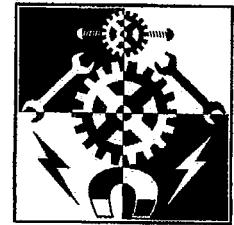
8/23/16
DATE

ACCEPTANCE OF PROPOSAL:

1. MY SIGNATURE BELOW INDICATES AGREEMENT TO THE SPECIFICATIONS, CONDITIONS, PRICES AND PAYMENT SCHEDULE SET FORTH ABOVE.
2. I UNDERSTAND THIS IS A RETAIN TITLE CONTRACT. TITLE TO THE ABOVE PROPERTY SHALL REMAIN IN THE NAME OF THE SELLER UNTIL PAYMENT IN FULL IS RECEIVED. SELLER, AT ITS OPTION, MAY RETAKE POSSESSION OF ANY, OR ALL, MATERIAL &/OR EQUIPMENT. SHOULD ANY LITIGATION ARISE OUT OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.
3. I AUTHORIZE GATE ENTRY SYSTEMS, INC., TO ORDER MATERIAL AND/OR BEGIN PREPARATIONS TO COMMENCE WORK UPON THEIR RECEIPT OF THE ABOVE-NOTED DEPOSIT.

AUTHORIZED SIGNATURE

DATE



Gate Entry Systems, Inc.

228 N.E. 33rd STREET, OAKLAND PARK, FL 33334
PHONE: 954-563-1625 FAX: 954-563-1626
EMAIL: mr4ges@hotmail.com
LICENSE #: 06-13570-X

PROPOSAL

PROPOSAL SUBMITTED TO:

GRIFFIN PLAT 345
c/o DELL McCONNOR
18951 SW 57TH COURT
SOUTHWEST RANCHES, FL 33332

JOB LOCATION:

PHONE: 954-252-8441 cc: PAGE GIACIN
EMAIL: griffinroad345@rechargeink.com EMAIL: pagegiacin_showerdoors@msn.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

2 - 6'h x 12'w TWO-RAIL, ALUMINUM SWING GATES, POWDER COATED SATIN BLACK	\$ 6,000.00
2 - VIKING F-1 SWING GATE OPERATORS	\$ 5,400.00
1 - BAI BARCODE READER BA-220 & CONTROL UNIT	\$ 7,500.00
200'- 3/4" PVC CONDUIT WITH 6 COND, 18GA WIRE & CAT-5E CABLE FOR LV ACCESS CONTROL	\$ 2,500.00
4 - CEMENT PAD FOR OPERATORS, BARCODE READER & ELECTRICAL BREAKER BOX	\$ 1,000.00
1 - KNOX SWITCH FOR FIRE DEPT	\$ 350.00
6 - LOOPS AND LOOP DETECTORS (SAFETY & FREE EXIT)	\$ 2,460.00
140'- 6'h BLACK, VINYL-COATED, CHAIN LINK FENCE	\$ 3,500.00
TOTAL	\$28,710.00

**NOTE: PRICE DOES NOT INCLUDE BARCODE DECALS @ \$ 6.00 EA & ACT-31B TRANSMITTERS
FOR RECEIVER @ \$ 26.50 EA

**NOTE: PRICE DOES NOT INCLUDE GRASS SODDING.

PAYMENT: GATE ENTRY SYSTEMS HEREBY PROPOSES TO FURNISH ALL LABOR, TRUCKS, CONCRETE, EQUIPMENT AND INSURANCE NECESSARY TO INSTALL THE ABOVE DESCRIBED MATERIALS ACCORDING TO THE SPECIFICATIONS NOTED FOR THE SUM OF (\$ 28,710.00). ANY PERMITTING &/OR ENGINEERED DRAWING INCURRED WILL BE BILLED SEPARATELY AND ARE DUE UPON RECEIPT OF INVOICE FOR SAME.
PAYMENTS FOR CONTRACT TO BE MADE AS FOLLOWS:

**34% (\$ 9,761.00) DOWN PAYMENT, 34% (\$ 9,761.00) UPON START,
& 32% (\$ 9,188.00) UPON COMPLETION &/OR FINAL INSPECTION**

- NOTE:**
1. DELIVERY IN 4-6 WEEKS AFTER RECEIPT OF ORDER & AFTER PERMIT APPROVAL NOTWITHSTANDING INCIDENTS BEYOND CONTROL SUCH AS EMBARGOS, STRICKS, ACTS OF GOD, ETC.
 2. GES IS NOT RESPONSIBLE FOR ANY CONDUIT, ELECTRICAL DROPS (MAIN OR LOW VOLTAGE), OR TRENCHING TO ANY OPERATOR OR ACCESS CONTROL EQUIPMENT. SAID SERVICE TO BE CONTRACTED INDEPENDENTLY BY CUSTOMER AS NEEDED.
 3. QUOTED PRICE IS BASED ON FENCE LINES BEING CLEAR OF ALL OBSTRUCTIONS AND FINISH GRADED BY CUSTOMER PRIOR TO ARRIVAL OF INSTALLATION CREW.
 4. SHOULD INSTALLER ENCOUNTER ROCKS, BOULDERS, THE NECESSITY TO DRILL IN ORDER TO SET POSTS, SWAMPY CONDITIONS, OR TO PERFORM EXTRA LABOR SUCH AS TO CLEAR LINES, ETC. A CHARGE FOR EXTRA MATERIAL &/OR LABOR WILL BE MADE ON THE BASIS OF COST PLUS 10%.
 5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DRILLING OR LAGGING INTO ANY EXISTING CEMENT OR POURED STRUCTURE AND FOR ANY DAMAGE TO UNDERGROUND LINES (INCLUDING SPRINKLER), PIPES, WIRE, ETC. THAT ARE NOT CLEARLY MARKED.
 6. STANDARD POWDER COAT COLORS ARE WHITE, BLACK & BRONZE. STANDARD COLOR FOR PVC IS WHITE ONLY.
 7. PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN THIRTY DAYS. THEREAFTER, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FURTHER: - ANY ALTERATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE ABOVE THIS ESTIMATE.


AUTHORIZED SIGNATURE

8/23/16
DATE

ACCEPTANCE OF PROPOSAL:

1. MY SIGNATURE BELOW INDICATES AGREEMENT TO THE SPECIFICATIONS, CONDITIONS, PRICES AND PAYMENT SCHEDULE SET FORTH ABOVE.
2. I UNDERSTAND THIS IS A RETAIN TITLE CONTRACT. TITLE TO THE ABOVE PROPERTY SHALL REMAIN IN THE NAME OF THE SELLER UNTIL PAYMENT IN FULL IS RECEIVED. SELLER, AT ITS OPTION, MAY RETAKE POSSESSION OF ANY, OR ALL, MATERIAL &/OR EQUIPMENT. SHOULD ANY LITIGATION ARISE OUT OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.
3. I AUTHORIZE GATE ENTRY SYSTEMS, INC., TO ORDER MATERIAL AND/OR BEGIN PREPARATIONS TO COMMENCE WORK UPON THEIR RECEIPT OF THE ABOVE-NOTED DEPOSIT.

AUTHORIZED SIGNATURE

DATE

Quote 2 - Electrical Work

Estimate

MJK Electric Inc.
EC13003771
900 NE 40 Court
Oakland Park, FL 33334
(954)769-1181
mjkelectric@yahoo.com
www.mjkelectric.net

ADDRESS

Gate Entry Systems, Inc
228 NE 33 Street
Oakland Park, Florida 33334

ESTIMATE #	DATE
2701	08/25/2016

JOB NAME

Southwest Ranches

ACTIVITY	QTY	RATE	AMOUNT
This is for Southwest Ranches Installation of New Main Disconnect with 8/16 Circuit Capacity to Existing Meter Can in Raceway with Pull Strings (Provided by Others) with Maximum Length of 40 Ft. to Each Gate Motor. Supply GFI Protection & Disconnect Switches for (2) Motors. Install GFI Receptacle Below Main Panel for Service Per Code. Low Voltage NOT Included	1	2,225.00	2,225.00

Thank You, Michael Keenan

TOTAL

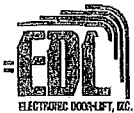
\$2,225.00

Estimate valid for 10 days

ALL CONTRACTS MUST BE SIGNED BY CUSTOMER.
DEPOSIT MUST BE RECEIVED BEFORE ANY WORK CAN BE
SCHEDULED.

Accepted By

Accepted Date



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
8601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

Quote 3

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE
PROPOSAL

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 1 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB
DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
1	2	LABOR AND MATERIAL TO INSTALL 13' X 6' SWING GATES ON 190TH AVENUE. THE GATES WILL HAVE A 2" X 2" FRAME WITH 1" X 1" VERTICAL PICKETS, 6" ON CENTER. THE GATES WILL BE MADE OUT OF ALUMINUM WITH ALL WELDED CONSTRUCTION. THE GATES WILL BE INSTALLED ON 4" X 4" ALUMINUM POSTS CEMENTED IN THE GROUND. THE HINGES WILL BE WELDED TO THE POST AND GATES. * THE ENTRANCE GATE WILL SWING IN AND THE EXIT GATE WILL SWING OUT. * THE GATES WILL BE POWDER COATED WHITE	\$3,720.00	\$7440.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ 7,440.00

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
FL Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

**24HR EMERGENCY SERVICE
PROPOSAL**

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 2 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB. DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
2	2	INSTALL LIFTMASTER CSW 24U COMMERCIAL GRADE SWING GATE OPERATORS.	\$3,585.00	\$7170.00
3	2	24" X 24" X 24" CEMENT PADS TO MOUNT OPERATORS ON * PHOTO CELL FOR SAFETY INCLUDED	\$350.00	\$700.00
4	3	SAFETY LOOP AND SHADOW LOOP INSTALLED ON THE ENTRANCE GATE FOR SAFETY.	\$400.00	\$1,200.00
5	4	FREE EXIT LOOP, SAFETY LOOP AND SHADOW LOOP INSTALLED ON THE EXIT GATE. * THE LOOPS ARE 4' X 8' CUT IN ASPHALT WITH LOOP DETECTORS INCLUDED	\$400.00	\$1,600.00

Delivery _____

Warranty -- One Year. Parts and Labor

Payment Terms -- 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Fl. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AME
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 3 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and instal ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
6	160	TRANSMITTERS TO OPEN GATE * BATTERY BACK UP INCLUDED * (5) YEAR WARRANTY, PARTS * (1) YEAR WARRANTY, LABOR NOTE: IF THEY WOULD WIDEN THE STREET A LITTLE AND PUT CURB DOWN THE CENTER OF THE ROAD OUTSIDE THE GATE, WE COULD INSTALL THE KEYPAD YOU WANT.	\$15.50	\$2480.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMEF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

**24HR EMERGENCY SERVICE
PROPOSAL**

DATE: 8.25.16

N
A
M
E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J
O
B
A
D
D
R
E
S
S
JOB NAME- PAGE 4 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB
DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
7	1	<p>INSTALL A KNOX LOCK FOR EMERGENCY VEHICLES TO ENTER</p> <p>IT WILL BE MOUNTED ON THE POST AT THE ENTRANCE IN A</p> <p>WEATHER TIGHT BOX. THE WIRES WILL BE RAN BACK TO THE</p> <p>OPERATOR IN CONDUIT.</p> <p>NOTE: IF BOTH GATES ARE REQUIRED TO OPEN, YOU WILL NEED</p> <p>TO HAVE YOUR ELECTRICIAN RUN WIRES TO THE EXIT GATE.</p>		\$325.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ \$13,475.00

Tax Included: Yes ☒ No ☐

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD

David Reckard

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company _____

Date _____ Title _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
6601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N A M E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J O B A D D R E S S
JOB NAME- PAGE 5 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
		OPTION TO INSTALL A MEGA ARM TOWER BARRIER ARM OUTSIDE THE ENTRANCE GATE AND INSIDE THE EXIT GATE. THIS WILL HELP TO PREVENT TAIL-GATERS.		
1	2	LABOR AND MATERIAL TO INSTALL MEGA ARM TOWER BARRIER ARMS AT EACH GATE	\$2,950.00	\$5,900.00
2	2	24" X 24" X 24" CEMENT PADS TO MOUNT BARRIER ARMS	\$350.00	\$700.00
3	2	4' X 8' LOOPS CUT IN ASPHALT WITH LOOP DETECTOR AND HARNESS FOR SAFETY / CLOSE	\$400.00	\$800.00

Delivery _____

Warranty -- One Year. Parts and Labor

Payment Terms -- 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ _____

Tax Included: Yes _____ No _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date: _____ Title: _____

Deposit Ck. No. _____ Authorized Officer Only



ELECTRONIC DOOR-LIFT, INC.

Garage Doors • Automatic Openers
8601 N.W. 15th AVE • FORT LAUDERDALE, FL 33309-1587
Ft. Lauderdale (954) 972-9300
West Palm Beach (561) 832-7699
FAX (954) 972-1229



Gate Masters

Custom Aluminum Gates • Gate Operators • Security Gates
Parking Barrier Arms • Access Control Systems

AMF
American Metal Fabricators
Spiral Staircases • Steel Columns
Steel Fabrications

24HR EMERGENCY SERVICE

PROPOSAL

DATE: 8.25.16

N A M E
PAGE GIACIN
19001 SW 59 STREET
SOUTHWEST RANCHES, FL 33332
PHONE NUMBER- 954.444.8569
ATTENTION-

J O B A D D R E S S
JOB NAME- PAGE 6 OF 6
GRIFFIN ROAD 345 POA
SW 49TH STREET & 190TH AVENUE
SOUTHWEST RANCHES, FL 33332
LOT BLK. SUB DIVISION
PAGEGIACIN_SHOWERDOORS@MSN.COM

We propose to furnish ☒ and install ☒ the following material based on the description below:

ITEM NO.	QUANTITY	DESCRIPTION	EACH	TOTAL
4	2	12' BOOMS (STRIPED RED/WHITE) FOR BARRIER ARMS * BATTERY BACK UP INCLUDED * (2) YEAR WARRANTY, PARTS * (1) YEAR WARRANTY, LABOR * WHEN YOU APPROACH THE GATE THE SWING GATE OPENS. THEN THE BARRIER ARM OPENS. ONCE YOU DRIVE THROUGH, THE BARRIER ARM CLOSES, THEN THE SWING GATE WILL CLOSE. * ALL ELECTRIC BY OTHERS, HOOK UP BY EDL. * THE COST OF PERMITTING FEES, IF NEEDED IS NOT INCLUDED IN THIS PROPOSAL.	\$120.00	\$240.00

Delivery _____

Warranty – One Year. Parts and Labor

Payment Terms – 50% deposit with acceptance of proposal; balance due upon completion.

All major credit cards accepted.

We hereby propose to complete in accordance with the above specifications for the sum of: \$ 7,640.00

Tax Included: Yes ☒ No ☐

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Electronic Door-Lift, Inc. retains full ownership of all above named material until paid in full by purchaser.

This proposal may be withdrawn (if not accepted) on or before _____

Signature DAVID RECKARD *David Reckard*

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above; 50% upon acceptance of proposal and balance upon completion. In the event of default, I (we) agree to pay all reasonable attorney's fees and costs incurred by Electronic Door-Lift, Inc. to collect all amounts due.

Accepted: _____ Company: _____

Date: _____ Title: _____

Deposit Ck. No. _____ Authorized Officer Only

Community Support

Our documents, per our attorney's opinion, require that the Public Safety Grant be considered a capital improvement and thus requires a majority of the membership to approve. We have 77 lots thus 50% plus 1 would be 40 votes to approve. Our responses from the membership are as follows:

44 = Vote for

2 = Vote against

31 = No response



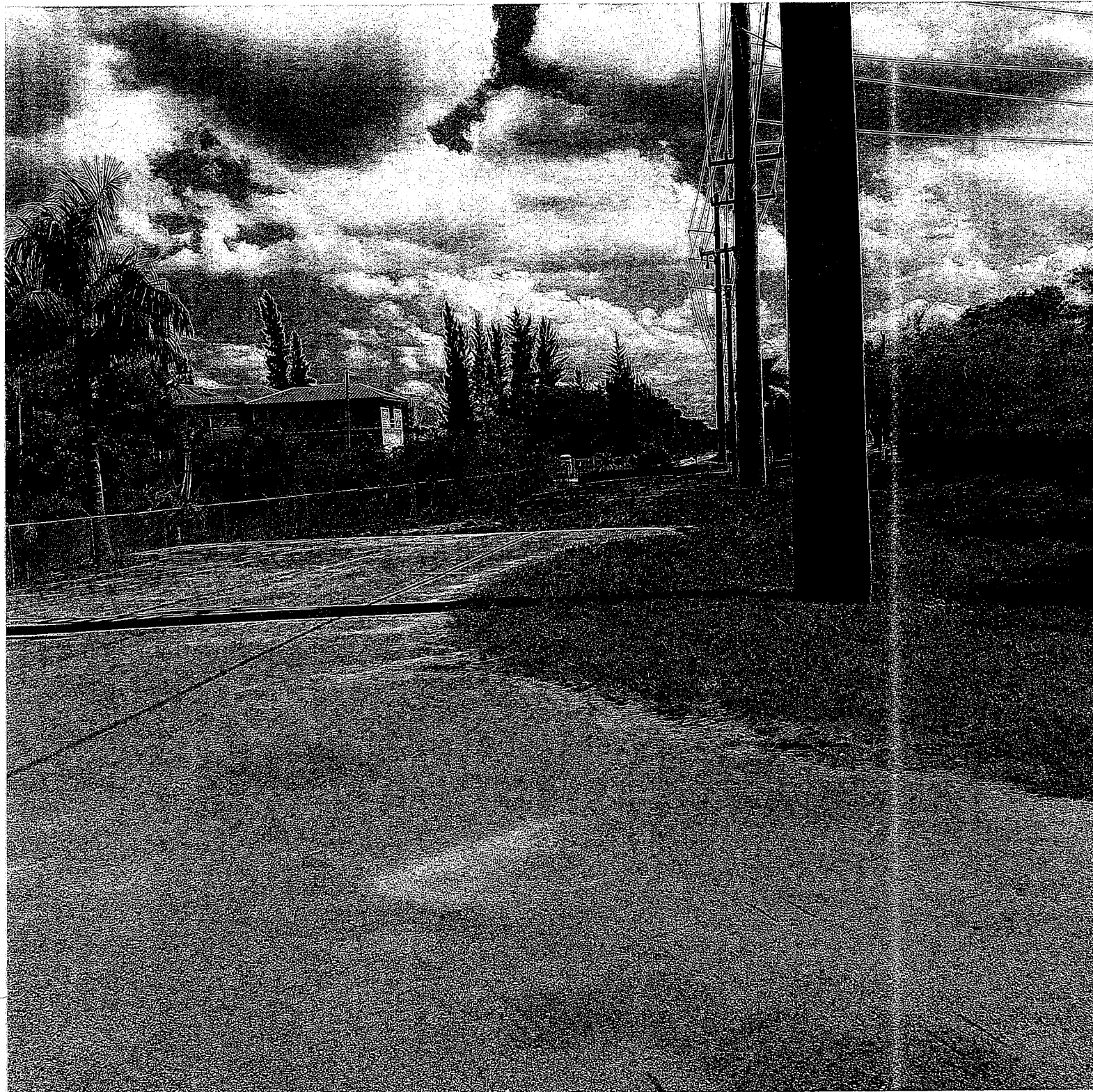


Exhibit C
Town of Southwest Ranches
Neighborhood Safety Grant Program

NEIGHBORHOOD SAFETY GRANT PROGRAM

THIS AGREEMENT made and entered into this 24th day of August, 2017, by and between the Town of Southwest Ranches ("Town"), a Florida Municipal Corporation, located at 13400 Griffin Road, Southwest Ranches, Florida 33331, and the Griffin Road 345 Property Owners Association, Inc., a neighborhood, civic, property owner's or homeowner's association established pursuant to Florida law, organized under the laws of the State of Florida, referred to as "Neighborhood Association" and/or "Grantee", which Neighborhood Association has as its principal address at P.O. Box 820493 S. Florida, MPC, FL 33082 do hereby agree and stipulate as follows:

WHEREAS, the Town Council approved certain expenditures for eligible Safety Projects for the Town's Neighborhood Associations, through its *Neighborhood Safety Grant Program* (the "Program"), to promote safety throughout the Town, in accordance with the terms of Resolution #2015-033 approved at the Town Council Meeting on April 23, 2015 and;

WHEREAS, on November 16, 2016 pursuant to Resolution #2017-16 the Town Council of the Town of Southwest Ranches approved the grant of funds to Grantee for the purpose of establishing Safe Neighborhoods, for the use and benefit of Grantee as a Neighborhood Association wishing to participate in the Neighborhood Safety Grant Program by means of implementing the construction Project described below; and

WHEREAS, all grant monies under this program shall be expended solely for the construction and/or completion of the specified project (hereinafter referred to as "Project"), a description of which is shall be attached as Exhibit "A" of this Agreement; and

WHEREAS, the Grantee's receipt of Program funding will occur as specifically delineated herein; and

WHEREAS, Grantee is required to provide monthly progress statements to Town, together with receipts and invoices showing expenditures; and

WHEREAS, the Program serves to maintain safe neighborhoods, thereby promoting economic stability, exceptional quality of life, community serenity and security within the Town, the Program constitutes a public purpose.

WHEREAS, in consideration of the funds received from the Town, and other good and valuable consideration:

NOW, THEREFORE, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into the agreement.
2. Grant: Town hereby awards Grantee a grant for the Project in the amount of \$37,875 under the Neighborhood Safety Grant Program. Grantee shall be providing additional funds to complete the Project in the minimum amount of \$12,625.

3. Payment: Grant to be paid out in equal reimbursements to Grantee in three stages:
 - a. Upon execution of this Agreement;
 - b. Upon 50% completion of the project as determined by the engineering firm/qualified contractor that is ultimately retained;
 - c. Final payment to be made upon passing final inspection pursuant to building permit.
4. Project: Grantee agrees to hire a qualified contractor to perform all work constituting the Project; Grantee will take reasonable measures to supervise the work.
5. Implementation of Project: Grantee shall execute all Project activities and shall apply for any permits required to construct physical improvements as part of the Project. The Town shall not be required to issue any permit unless the applicant satisfies the Town's requirements for the issuance of such permit, as provided by the Town Code of Ordinances and any other applicable lawful requirements. The Town agrees to cooperate in good faith with the Grantee with respect to all permit applications related to the Project, and to facilitate and expedite such permits to the extent reasonably possible within the legal limits of its authority.
6. Term: The work activities to be performed by the Grantee, as part of the Project, shall be completed within nine (9) months of receiving funding, pursuant to the Town's Neighborhood Safety Grant Program requirements. If there is a need for an extension, Grantee shall submit a written request for an extension no later than 30 days prior to the Completion date described herein. Any extension shall be granted at the discretion of the Town, and the Town shall not unreasonably withhold or delay such extension. The Town's grant of an extension shall in no way constitute a waiver of any term of the Agreement. If for any reason the Project cannot be completed by the Completion date, written notification must be provided to the Town. For purposes of this Agreement, the parties agree that "Completion" of the Project is achieved when final inspection by the building department takes place.
7. Applicable Laws: The Grantee must comply with all applicable laws and ordinance, and shall, at its own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement. The Agreement does not constitute a waiver of any applicable codes or regulations nor does it constitute approval of the Project for development.
8. Indemnification: Griffin Road 345 shall indemnify and hold the Town harmless, including its elected officials, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs at all tribunal levels, to the extent caused by the gate and the existence of the gate, including damages caused to the gate by the Town in the course of gaining access during an emergency or upon a need for access. GRIFFIN ROAD 345 agrees that any liability of the TOWN, including its elected officials, agents and employees, for personal injury, as well as any liability for damage, by anyone arising in any way out of, or in any way connected to the gate, shall be borne solely by GRIFFIN ROAD 345. GRIFFIN ROAD 345 agrees to indemnify, defend and hold the TOWN harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which the TOWN would be required to reply and/or defend, at both trial and appellate levels.

Griffin Road 345, may at its option, purchase liability insurance to cover any potential liability or indemnity related to the performance of this agreement, and that if such insurance is acquired the carrier may appoint agreeable counsel to defend the Town and its officials, as necessary. The Town shall cooperate with counsel and shall not unreasonably withhold agreement to counsel's appoint if necessary.

In the event of a reservation of rights coupled with a determination of no coverage, or absent coverage, the obligation for indemnification shall remain with Griffin Road 345 as set forth above, including hiring counsel reasonably agreeable to the Town and payment of such counsel's reasonable attorney's fees (at a rate up to the Town's contracted rate for the Town attorney). The Town shall promptly notify Griffin 345 of any claim, and shall cooperate with Griffin 345 including settlement of any potential claims for which consent shall not be reasonably withheld. The Town may participate at its own expense in the investigation and defense of such claim with separate counsel of its own choice, or with unified counsel if agreeable to all parties subject to any appropriate conflict waiver. In any event, the Town shall provide reasonable assistance and information as necessary to Griffin 345 in the investigation and defense of any such claim. In the event that the Town seeks to settle a claim which is or may be covered under this section without the consent of Griffin 345, the Town may do so; however, in such event, the parties reserve all rights and defenses as to whether the settlement is reasonable or otherwise covered under this section.

Nothing stated in this Agreement shall, in any way, invalidate the Town's right to sovereign immunity. Should a clause be found, by a court of competent jurisdiction to have waived the Town's right to sovereign immunity, such clause shall be stricken and the Town's sovereign immunity shall be preserved.

9. Monitoring: The Grantee agrees that Town staff may monitor the implementation of the Project and employ any means available to the Town under applicable law, to see to it that the aforementioned requirements of the Neighborhood Safety Grant Program are met.
10. Maintenance: Grantee shall maintain any and all improvements that are purchased or installed under this Agreement, at its sole cost and expense.
11. Notices: Any notices to the Town, under this Agreement, shall be made in writing and mailed to:

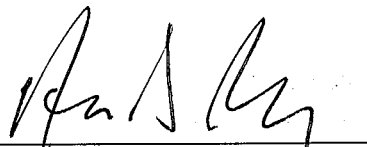
**Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33331**

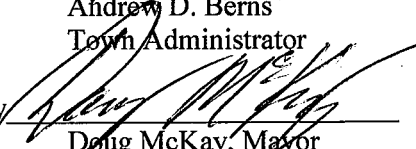
12. Termination: Prior to the Completion of the Project, the Town shall have the right to terminate this Agreement for any material breach of this Agreement by Grantee, upon 30 days' prior written notice and opportunity to cure. In the event of a termination for Grantee's breach of the Agreement, Grantee shall not be entitled to receive any remaining portion of the grant amount. Termination of the Agreement shall preclude the Grantee from applying for any further grants

under the Neighborhood Safety Grant Program unless and until Town Administrator decides otherwise. Prior to the Completion of the Project, Grantee shall have the right to terminate this Agreement upon written notice to the Town and return of all Grant monies previously received.

13. Entire Agreement: This Agreement constitutes the full and complete understanding between the parties and supersedes all prior or contemporaneous oral or written communication between parties.
14. Town Discretion: Any matter not expressly provided for herein shall be within the reasonable professional discretion of the Town Administrator. Town Administrator shall make a good faith effort to receive input from Grantee, prior to making a final determination on any matter not expressly provided for herein.
15. Survival: Paragraph 10 shall survive the completion of this Agreement.
16. Prevailing Party. Should any legal action be required to enforce or interpret the respective rights, duties, or obligations due under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred in all forums and levels where this Agreement is at issue.

TOWN OF SOUTHWEST RANCHES

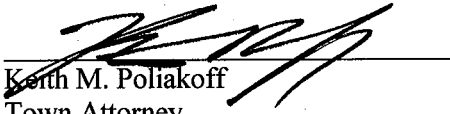
By 
Andrew D. Berns
Town Administrator

By 
Doug McKay, Mayor

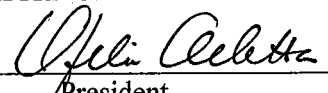
ATTEST:

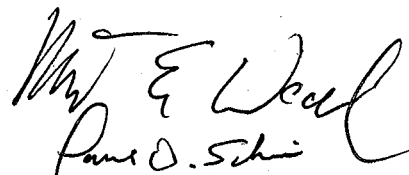

RUSSELL MUÑIZ
Assistant Town Administrator/Town Clerk

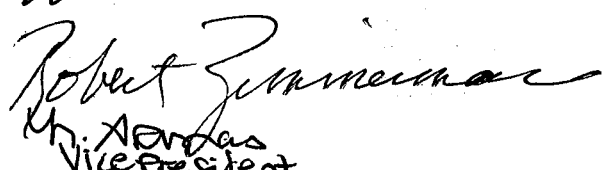
Approved as to form and completeness for the
Use and reliance of the Town of Southwest Ranches, only



Keith M. Poliakoff
Town Attorney

NEIGHBORHOOD ASSOCIATION

By 
President


James D. Schi
M. H. H.


Robert Zimmerman
Vice President

ATTEST:

Corporate/Neighborhood
Association Secretary