



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of May 12, 2022

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b><u>Mayor</u></b> Steve Breitkreuz	<b><u>Town Council</u></b> Jim Allbritton Bob Hartmann David Kuczenski	<b><u>Town Administrator</u></b> Andrew D. Berns, MPA <b><u>Town Financial Administrator</u></b> Emil C. Lopez, CPM	<b><u>Town Attorney</u></b> Keith M. Poliakoff, J.D. <b><u>Assistant Town Administrator/Town Clerk</u></b> Russell C. Muniz, MPA
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In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

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

### Quasi-Judicial Hearings

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

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

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

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

place.

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

**3. Resolution Approving St. Mark Site Plan Modification**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-81-21 TO MODIFY THE APPROVED ST. MARK CHURCH SITE PLAN BY AUTHORIZING A FREESTANDING ROOF STRUCTURE OVER THE EXISTING BASKETBALL COURTS LOCATED AT 5601 FLAMINGO ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**4. Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

**5. Board Reports**

**6. Council Member Comments**

**7. Legal Comments**

**8. Administration Comments**

**Ordinance - 2nd Reading**

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - April 14, 2022} {Tabled from April 28, 2022}**
- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE**

**Resolutions**

**11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$43,000.00) OF SURTAX FUNDING TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS (SWRA-022) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**12. Approval of Minutes**

**a. April 14, 2022 Regular Meeting**

**13. Adjournment**

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

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

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

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

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 5/12/2022  
**SUBJECT:** Resolution Approving St. Mark Site Plan Modification

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### **Recommendation**

Approval.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

A. Sound Governance

### **Background**

The Archdiocese of Miami requests modification of the approved St. Mark Church site plan to erect an 11,142 square-foot pavilion over its two existing basketball courts to the rear of the school building. Please refer to the staff report for further detail.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Jeff Katims

### **ATTACHMENTS:**

Description	Upload Date	Type
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Resolution	5/3/2022	Resolution
Staff report	4/29/2022	Executive Summary
Site Plan	4/29/2022	Exhibit
Site Plan, enlarged	4/29/2022	Exhibit
Elevations	4/29/2022	Exhibit
Mail Notice Radius Map	4/29/2022	Backup Material

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-81-21 TO MODIFY THE APPROVED ST. MARK CHURCH SITE PLAN BY AUTHORIZING A FREESTANDING ROOF STRUCTURE OVER THE EXISTING BASKETBALL COURTS LOCATED AT 5601 FLAMINGO ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Archdiocese of Miami requests modification of the St. Mark Church Site Plan to construct an 11,142 square-foot unlighted pavilion at the location of its two existing basketball courts at the rear of the elementary school; and

**WHEREAS**, the proposed site plan modification complies with the permitted uses and development standards of the ULDC.

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

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

**Section 2.** That, at a duly noticed public hearing held on May 12, 2022, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Application No. SP-81-21 to modify the approved St. Mark Church Site Plan by authorizing a 11,142 square-foot unlighted pavilion shelter over the two existing basketball courts.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall become effective its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 12<sup>th</sup> day of May 2022, on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

**[Signatures are on the following page]**

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

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Steve Breitkreuz, Mayor

ATTEST:

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Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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Keith Poliakoff, J.D., Town Attorney  
1001.1020.01



# TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

**DATE:** May 12, 2022

**SUBJECT:** Site Plan Modification Application SP-81-21; St. Mark Pavilion

**ADDRESS/  
LOCATION:** 5601 Flamingo Road, Southwest Ranches, FL, 33330; west side of Flamingo Road, approximately one-third mile north of Stirling Road

**ZONING:** CF, Community Facility

**LAND USE PLAN  
DESIGNATION:** Community Facilities

**OWNER/  
PETITIONER:** Archdiocese of Miami

**EXHIBITS:** Staff report, aerial photograph, resolution, site plan, elevations, survey, mail notice map, and mailing list.

## REQUEST AND ANALYSIS:

St. Mark Church occupies approximately 16.5 acres zoned Community Facility (CF) that are developed with a church, K-8 school and accessory structures. The Church requests modification of its site plan to erect an 11,142 square-foot pavilion over its two existing basketball courts to the rear of the school building. The proposed pavilion complies with all ULDC requirements, as follows:

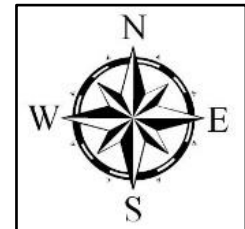
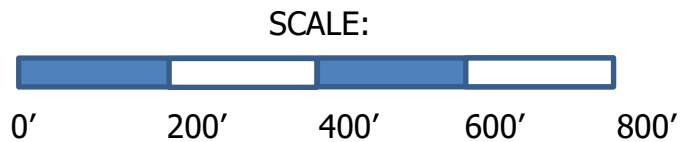
-----ULDC Requirement-----	Proposed	Compliance?
Setback, side lot line (min.): 25 feet	205 feet	Yes
Setback, rear lot line (min.): 25 feet	479 feet	Yes
Setback to resid. lot (min.): 50 feet	479 feet	Yes
Plot coverage (max.): 35 percent	13.21 percent	Yes
Pervious area (min.): 40 percent	52.95 percent	Yes
Floor area ratio (max.): 0.35	0.16	Yes
Height (max.): 35 feet	26 feet	Yes
Pavilion lighting: N/A	None proposed	Yes
Off-street parking (min.): N/A	None proposed	Yes

Since the pavilion is an accessory structure to a school, the ULDC does not require provision of additional parking. As an accessory structure to a school, it is not subject to the restrictive use note on the face of the plat.

**STAFF RECOMMENDATION:**

Staff finds that the proposed addition complies with the requirements of the Unified Land Development Code and recommends approval.

**APPLICATION NO. SP-81-21**  
**AERIAL PHOTOGRAPH LOCATION MAP**



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GENERAL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE REVIEW OF ALL PARTS OF THE CONTRACT DOCUMENTS AS A REQUIREMENT OF THIS PROJECT.
2. THE COMPLETE SCOPE OF WORK FOR THIS PROJECT IS NOT LIMITED TO THE INFORMATION INDICATED IN THE ARCHITECTURAL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND COORDINATING THE WORK WITH ALL TRADES AND ALL APPLICABLE SYSTEMS.
3. THE TERM 'OWNER' AS STATED IN THESE CONTRACT DOCUMENTS REFERS TO THE 'TENANT OF THIS SPACE ONLY AND DOES NOT REFER TO THE LANDLORD OF THE PREMISES.
4. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND SPECIFICATIONS TO COORDINATE WITH EXISTING BUILDING CONDITIONS. ANY VARIANCE OR DISCREPANCIES THAT ARISE FROM THE ABOVE REVIEW SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY FOR RESOLUTION. ALL DELAYS AND ADDITIONAL COST RESULTING FROM THE INCOMPLETE OR UNTIMELY SUBMISSION OF THE ABOVE REPORT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REMEDY.
5. ALL WORK MATERIAL AND INSTALLATION SHALL BE IN FULL CONFORMANCE WITH THE ADA AND LATEST FEDERAL STATE AND LOCAL CODES. LAW AND ORDINANCES, INCLUDING THE MOST RECENT REVISIONS, ADDITIONS, AMENDMENTS, AND INTERPRETATIONS.
6. THE CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ARCHITECT FOR IMMEDIATE RESOLUTION ANY CODE VIOLATIONS, INCORRECT CONSTRUCTION, OR SAFETY PROBLEMS THAT ARE EXISTING FIELD CONDITIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR SECURING AND PAYMENT OF ALL PERMIT AND FEES REQUIRED TO COMPLETE THE WORK.
8. ALL EXISTING HAZARDOUS MATERIALS SHALL BE REPORTED TO OWNER/LANDLORD AND DISPOSED OF IN ACCORDANCE WITH LOCAL AND STATES CODES. NO NEW OR EXISTING CONSTRUCTION SHALL CONTAIN HAZARDOUS OR PROHIBITED MATERIAL OF ANY KIND.
9. ALL DIMENSIONS ARE TO BE AS INDICATED ON THE DRAWINGS OR AS CLARIFIED BY THE ARCHITECT. UNDER NO CIRCUMSTANCES SHALL DIMENSIONS BE DETERMINED BY SCALING THE DRAWINGS. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES FOUND IN THE DRAWINGS OR PART OF AN EXISTING FIELD CONDITION.
10. DIMENSIONS ARE TO FACE OF FINISH. FACE OF COLUMN OR CENTERLINE OF WINDOW UNLESS OTHERWISE NOTED. ALL NEW FINISH IS TO ALIGN FLUSH WITH EXISTING FINISHES WITHOUT EVIDENCE OF ADDITION.
11. ALL CLEAR DIMENSIONS ARE TO BE WITHIN 1/8" (1/4" ALONG FULL HEIGHTS NAWD WIDTH OF WALLS). THE CONTRACTOR SHALL NOT ADJUST ANY DIMENSION MARKED "CLEAR" WITHOUT WRITTEN INSTRUCTION FROM THE ARCHITECT.
12. THE CONTRACTOR SHALL MEET WITH THE BUILDING MANAGER AND THE OWNER PRIOR TO THE CONSTRUCTION. TO DETERMINE THE USE OF PUBLIC AREAS NECESSARY FOR REMOVAL OF MATERIAL. SUPPLY OF MATERIAL AND ACCESS TO THE SITE.

13. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT THE APPLICANT SHALL HAVE EVIDENCE OF CURRENT WORKMAN'S COMPENSATION INSURANCE COVERAGE ON FILE WITH THE DEPARTMENT IN COMPLIANCE WITH THE LOCAL LABOR CODES. THE CONTRACTORS COST SHALL INCLUDE THE COST OF PROPER INSURANCE AS REQUIRED BY THE LAWS OF THE STATE. LOCAL OR NATIONAL BUILDINGS REGULATORS OR CODES TO ADEQUATELY PROTECT PERSONS AND PROPERTY. A COPY OF SUCH INSURANCE COVERAGE SHALL BE FURNISHED TO OWNER PRIOR TO THE COMMENCEMENT OF THE WORK.
14. THE CONTRACTOR SHALL MAINTAIN BUILDING SECURITY, FIRE ALARM, AND FIRE PROTECTION AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. ALL REQUIRED FIRE EXITS SHALL BE MAINTAINED DURING THE WORK.
15. SCHEDULE ALL WORK IN COMPLIANCE WITH LOCAL ORDINANCES AND REQUIREMENTS.
16. REMOVE AND LAWFULLY DISPOSE OFF SITE ALL RUBBISH AND DEBRIS RESULTING FROM CONTRACTORS OPERATION DAILY. KEEP PROJECT AREA BROOM CLEAN.
17. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT AREAS ADJACENT TO DEMOLITION AND NEW CONSTRUCTION FROM NOISE, DEBRIS AND DUST THROUGHOUT THE PERFORMANCE OF THE WORK.
18. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR ALL EXISTING FINISHES TO REMAIN, AND REPAIR ANY DAMAGES THAT OCCURS. PATCH AND FINISH DISTURBED AREAS TO MATCH ADJACENT MATERIALS AND FINISHES. EXTEND AND PATCH TO THE NEAREST NATURAL BREAK POINT, INSIDE CORNER, EXISTING JOINT OR LOCATION APPROVED BY ARCHITECT.
19. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND MAINTAIN THE INTEGRITY OF ALL SCHEDULED, DUST BARRIERS, SAFECAGES, BRACING, SHORING, AND STRUCTURAL SYSTEMS REQUIRED FOR THE INSTALLATION OF THE WORK.
20. SURFACES TO REMAIN, WHEN CUT, DAMAGED, OR OTHERWISE DISTURBED DURING DEMOLITION, INSTALLATION OF NEW WORK OR REMOVAL AND REINSTALLATION OF EXISTING ITEMS TO REMAIN SHALL BE RESTORED AS NECESSARY TO PROVIDE A SMOOTH, CLEAN, COMPLETE, PROPERLY DETAILED AND FINISHED INSTALLATION WITH APPEARANCE, FUNCTION, AND WEARING QUALITIES EQUAL TO NEW WORK.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, COORDINATION AND EXECUTION OF CONSTRUCTION METHODS AND PROCEDURES AND PROVIDE PROTECTION AS REQUIRED FOR SAFETY OF TENANTS, PEDESTRIANS AND JOBSITE PERSONNEL.
22. CONSTRUCTION OPERATIONAL PROCEDURES AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR INsofar AS THEY DO NOT PRESENT HAZARDS TO PERSONNEL OR PROPERTY OR INFRINGE ON WORK SCHEDULES FOR NORMAL SITE ACTIVITIES. OTHER CONTRACTORS, VENDORS AND THE BUILDING STANDARDS FOR CONSTRUCTION ACTIVITIES.

22. BEFORE STARTING WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE OWNER AND ARCHITECT A SCHEDULE INDICATING REQUIRED CONSTRUCTION TIME FOR EACH TRADE'S WORK.
23. VERIFY ACCESS TO THE JOBSITE PRIOR TO COMMENCEMENT OF THE WORK. CONFIRM ACCESS ROUTE FOR DELIVERIES AS WELL AS ALL CONSTRUCTION ACTIVITIES.
24. ALL WORK SHALL BE PLUMB, SQUARE, AND LEVEL, IN PROPER ALIGNMENT AND SECURELY FASTENED AS REQUIRED TO COMPLY WITH ALL APPLICABLE CODES AND STANDARDS.
25. TRANSPORT, DELIVER, HANDLE AND STORE MATERIALS AND EQUIPMENT AT THE JOB SITE IN SUCH A MANNER AS TO PREVENT DAMAGE, INCLUDING DAMAGE WHICH MIGHT RESULT FROM INTRUSION OF FOREIGN MATTER OR MOISTURE FROM ANY SOURCE. COMPLY WITH MATERIAL AND MANUFACTURER'S INSTRUCTIONS REGARDING TEMPERATURE LIMITATIONS AND OTHER ENVIRONMENTAL CONDITIONS WHICH ARE REQUIRED TO MAINTAIN THE ORIGINAL QUALITY OF MATERIALS AND EQUIPMENT.
26. THE CONTRACTOR SHALL TURN OVER THE PROJECT IN A CLEAN, DUST FREE DIRT FREE CONDITION. THE CONTRACTOR SHALL EMPLOY A PROFESSIONAL CLEANING SERVICE EMPLOYING ONLY TRAINED PERSONNEL. CLEANING SHALL INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

a. STOREFRONT GLASS (INSIDE AND OUT).

b. MIRRORS.

c. STOREFRONT METALS.

d. SIGNS.

e. MILLWORK INCLUDING SHELVING, BASE, VALANCE, FILLERS AND END PANELS.

f. LIGHT FIXTURES INCLUDING CANS, TRIM, TRACK AND TRACK HEADS.

g. FLOORING AND BASE (PER MANUFACTURER'S RECOMMENDATIONS).

SCOPE OF WORK

1. REPLACE EXISTING PLAYCOURT.
2. PROVIDE NEW PRE-ENGINEERED METAL BUILDING ABOVE NEW PLAYCOURT.
3. THE SCOPE OF WORK IS LIMITED TO ITEMS 1 AND 2 ABOVE. NO ADDITIONAL INCREASE IN STUDENTS, STAFF AND/OR PARKING IS PART OF THIS SCOPE OF WORK.

SITE DATA

ST. MARK CATHOLIC CHURCH  
GENERAL ZONING REQUIREMENTS

BUILDING ADDRESS:

5601 S. FLAMINGO DRIVE RD. SOUTHWEST RANCHES, FL.

EXISTING ZONING DESIGNATION

CF (IF) COMMUNITY FACILITY DISTRICT

SITE AREA (NET)

717,803 SF / 16.48 ACRES

BUILDING AREA (EXISTING)

EXISTING CHURCH

34,897 SF

EXISTING PARISH HALL

12,075 SF

EXISTING PARISH OFFICE / RECTORY

3,725 SF

EXISTING MULTIPURPOSE BUILDING

1,486 SF

EXISTING ACCESSORY BUILDING

1,750 SF

EXISTING SCHOOL 1st FLOOR

31,501 SF

TOTAL

83,694 SF

EXISTING SCHOOL 2nd FLOOR

31,501 SF

TOTAL EXISTING AREA

115,195 SF

PROPOSED P.E. SHELTER

11,142 SF

LOT COVERAGE

94,838 SF / 717,803 SF. = 13.21 %

PAVED AREA

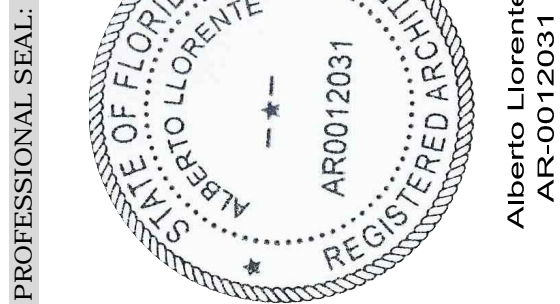
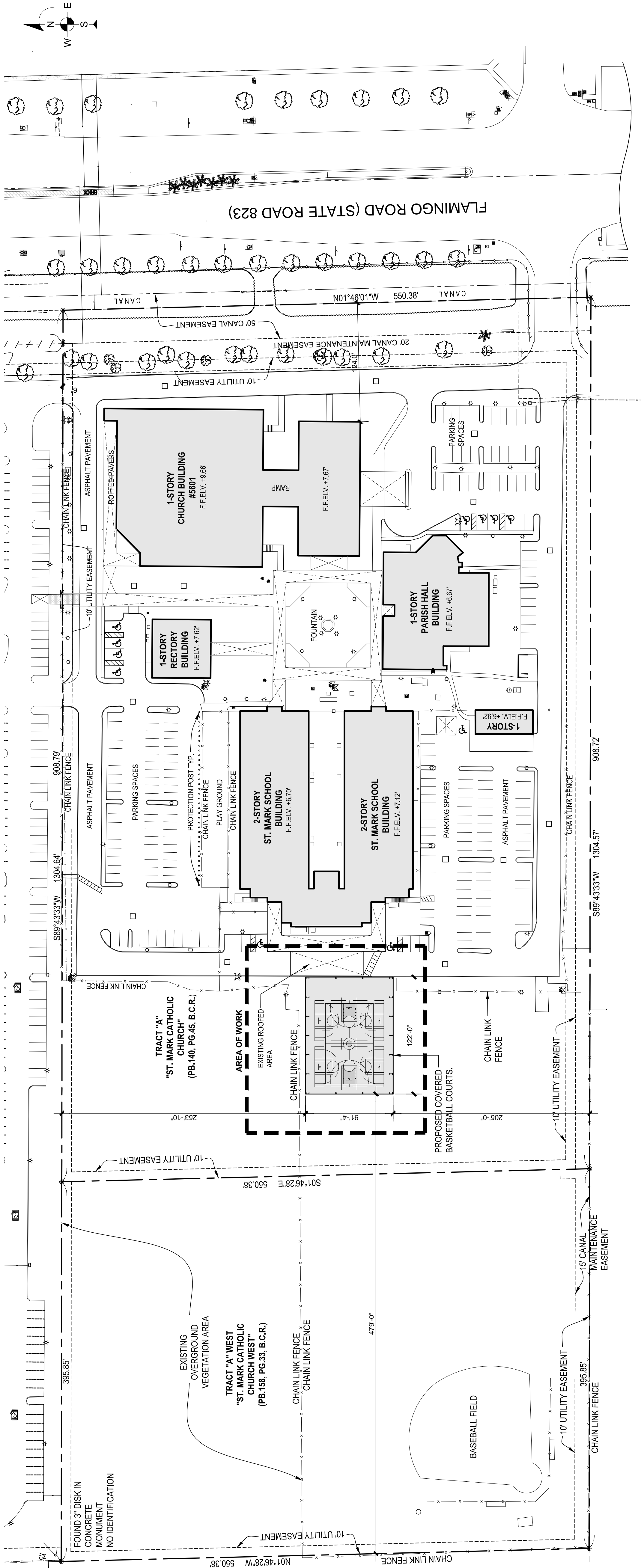
242,896 SF / 717,803 SF. = 33.84 %

GREEN AREA

380,071 SF / 717,803 SF. = 52.95 %

SITE PLAN

SCALE: 1"=50'-0"



PROJECT:  
NEW P.E. SHELTER AT:  
ST. MARK  
CATHOLIC  
CHURCH

5601 S. FLAMINGO ROAD  
SOUTHWEST RANCHES, FL.

DATE: ISSUE DESCRIPTION

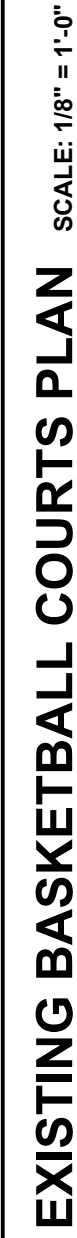
DRAWING INFORMATION:  
SHEET TITLE  
GENERAL NOTES, SITE PLAN  
AND NOTES

DELIVERY DATE: 05.27.2021  
DRAWN BY: J.B.  
CHECKED BY: A.L.L.  
REF. NUMBER:

SHEET NO. A100  
1 of 3

2







13421 SOUTHWEST 23 STREET  
MIAMI, FL 33175 . (305) 595-2370  
AA-26002273

IN ASSOCIATION WITH:

PROFESSIONAL SEAL:

Alberto Llorente  
AR-0012031

PROJECT:  
NEW P.E. SHELTER AT:

ST. MARK  
CATHOLIC  
CHURCH

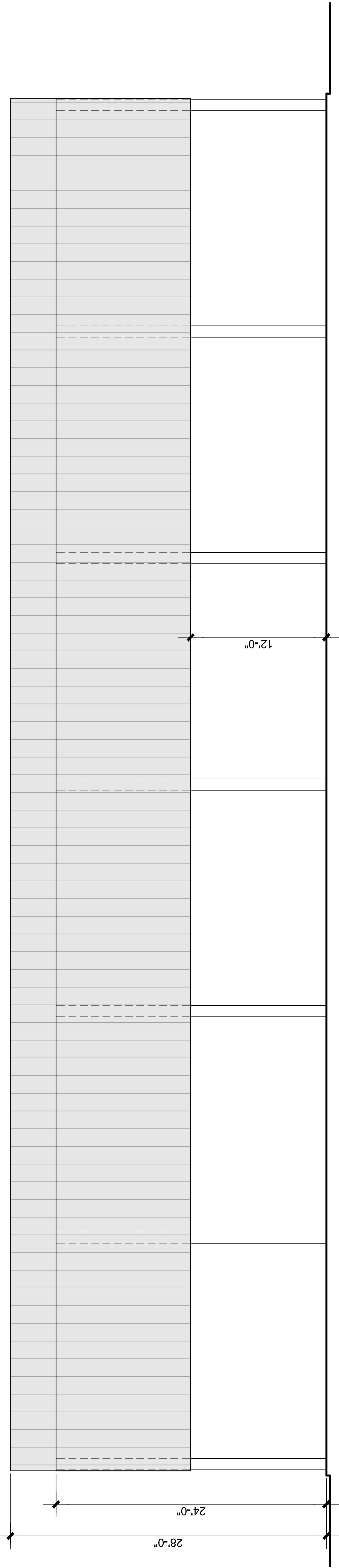
5601 S. FLAMINGO ROAD  
SOUTHWEST RANCHES, FL

DATE	ISSUE DESCRIPTION

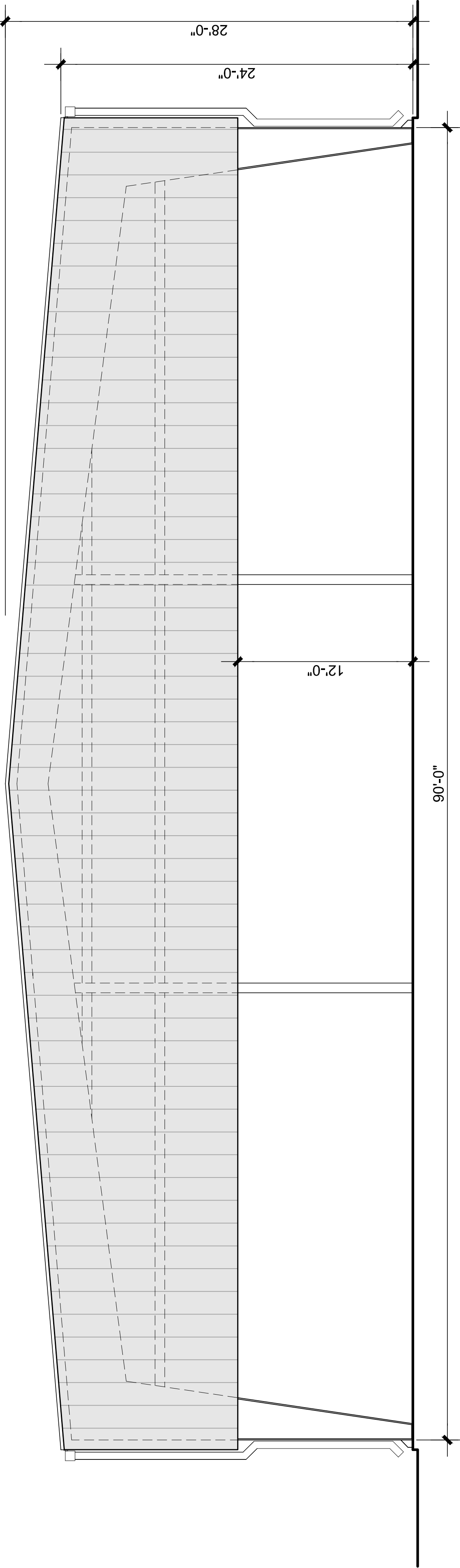
DRAWING INFORMATION:  
SHEET TITLE:  
BUILDING SECTION &  
PROPOSED EXTERIOR  
ELEVATIONS

DELIVERY DATE:	05/27/2021
DRAWN BY:	J.B.
CHECKED BY:	A.L.L.
REF. NUMBER:	

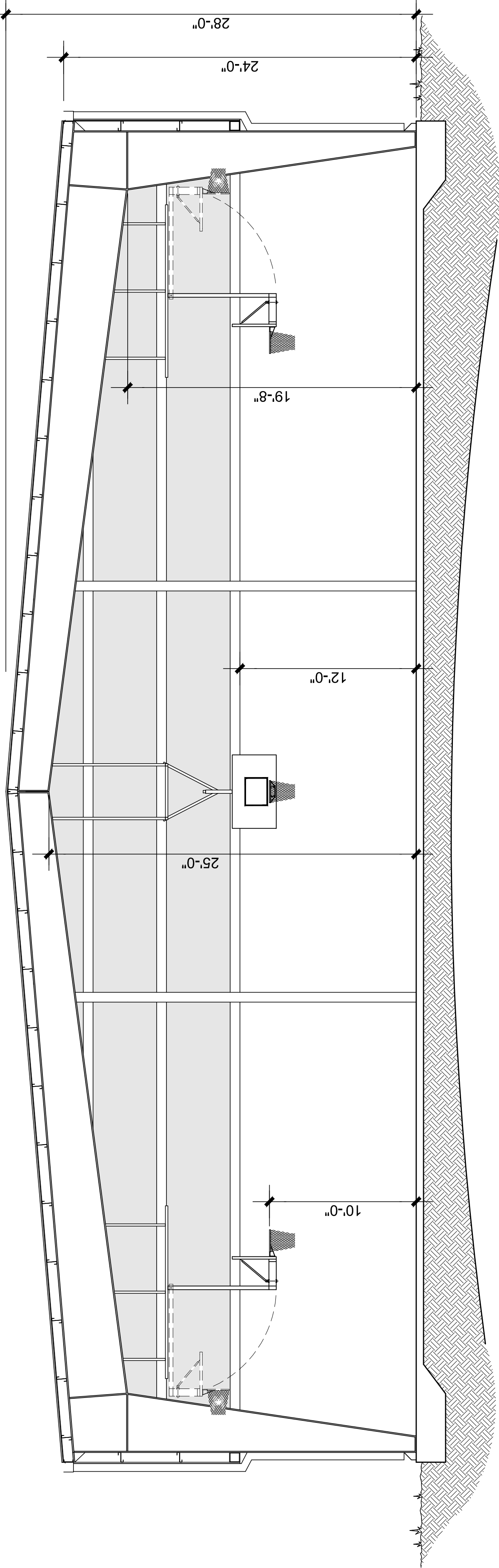
SHEET NO. **A102**  
3 of 3



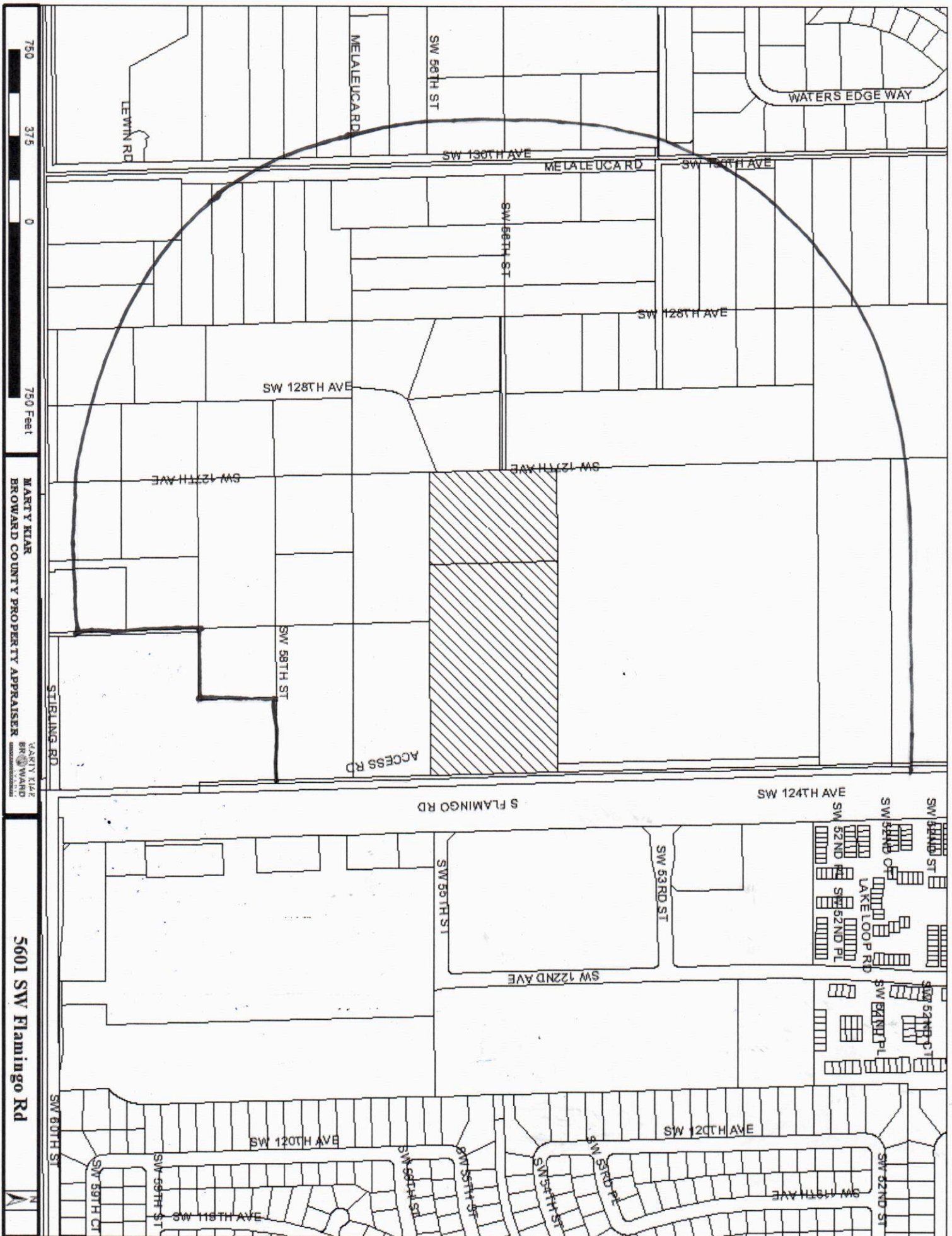
PROPOSED SIDE ELEVATION SCALE: 3/16" = 1'-0"



PROPOSED FRONT ELEVATION SCALE: 3/16" = 1'-0"



PROPOSED BUILDING SECTION SCALE: 3/16" = 1'-0"







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**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Keith Poliakoff, Town Attorney  
**DATE:** 5/12/2022  
**SUBJECT:** Ex Parte Communications Ordinance

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#### **Recommendation**

Town Council consideration for a motion to approve this ordinance.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

The Town Council and in their capacity as the Town's Local Planning Agency act in a quasi-judicial capacity from time to time to determine the rights of applicants and appellants. Florida courts have found that ex parte communications with the members of councils, boards, or councils acting in a quasi-judicial capacity raises a presumption of prejudice.

Section 286.0115, Florida Statutes, provides that to remove the presumption of prejudice from such ex parte communications, a local government can adopt an ordinance or resolution pursuant to said statute establishing a process to disclose ex parte communications. The Town Council previously adopted such a procedure pursuant to section 286.0115, Florida Statutes. Despite the Town's enactment of such a procedure, ex parte communications are inherently improper and are anathema to quasi-judicial proceedings.

The Town Council believes that it is in the best interests of the citizens and residents of the Town to prohibit ex parte communications in quasi-judicial proceedings.

Item was approved on first reading April 14, 2022 subject to allowing Town Council Members to speak with Town planner and if legal questions arose having those legal questions responded to in writing by the Town Attorney and provided to all Town Council Members.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Keith Poliakoff, Town Attorney

**ATTACHMENTS:**

Description	Upload Date	Type
Ex Parte Communications Ordinance - TA Approved	5/6/2022	Ordinance

- 1
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**WHEREAS,** the members of the Town Council and the members of the Town's Local Planning Agency act in a quasi-judicial capacity from time to time to determine the rights of applicants and appellants; and

**WHEREAS,** section 286.0115, Florida Statutes, provides that to remove the presumption of prejudice from such ex parte communications, a local government can adopt an ordinance or resolution pursuant to said statute establishing a process to disclose ex parte communications; and

**WHEREAS,** the Town Council believes that it is in the best interests of the citizens and residents of the Town to enhance its disclosure requirements relating to pex parte communications in quasi-judicial proceedings; and

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

Ordinance No. 2022-

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

4       **Section 2: Text Amendment.** Section 105-030 of the Unified Land  
5 Development Code entitled, "Ex parte communications; presumptions" is hereby  
6 amended as follows:

7           \* \* \*

8       Sec. 105-030. - Ex parte communications; presumptions

9       . . .

10       (E) Notwithstanding anything to the contrary contained herein, all ex parte  
11       communications shall conform with the following requirements:

12  
13       (1) Unless on a site visit, a public digital meeting, or at a noticed meeting  
14       of a civic or homeowners association, all meetings or discussions on quasi-  
15       judicial matters, where a Council Member is present, shall take place within  
16       Town Hall.

17  
18       (2) All meetings or discussions where quasi-judicial matters have been  
19       placed on an agenda for discussion, where a Council Member is present,  
20       shall be noticed in accordance with the Town's notice requirements, open to  
21       the public, and attended by a member of the Town's staff. Detailed  
22       minutes of the meeting shall be taken and shall be included within the  
23       Council agenda materials. At a minimum, such minutes shall include the  
24       date and time of such ex parte meeting, those in attendance, and the  
25       general items that were discussed. Any materials distributed at such  
26       meeting shall also be included within the agenda materials. No ex-parte  
27       meeting shall occur after the Council agenda materials have been produced.

28  
29       (3) As it relates to written ex parte communications, in the event that a  
30       Council Member reviews a written ex parte communication or responds to  
31       same, such communication(s) shall be included within the agenda materials.  
32       No written ex parte communication shall be reviewed after the agenda  
33       materials have been produced.

34  
  
Key: Underlined text is added and ~~stricken~~ text is deleted.

**Section 3: Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

**Section 5: Effective Date.** This Ordinance shall be effective immediately upon its adoption.

**PASSED ON FIRST READING** this 14<sup>th</sup> day of April, 2022 on a motion made by Council Member Kuczenski and seconded by Council Member Hartmann.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_, 2022, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

[Signatures on the Following Page]

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

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

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.977.001

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



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

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

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

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 5/12/2022  
**SUBJECT:** New Town Council Districts

---

### **Recommendation**

Town Council consideration for a motion to approve the Ordinance.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

A. Sound Governance

### **Background**

Section 2.04 (b) of the Town's Charter provides for the Town to be broken into four (4) residential districts, which shall be as nearly equal in population as practicable. These four (4) residential districts are to be reviewed and possibly redrawn based upon the results of the decennial census.

As a result of the 2000 census, on June 14, 2001, the Town adopted its first residential districts pursuant to Resolution No. 2001-70. As a result of the 2010 census, on September 22, 2011, the Town amended the four residential districts pursuant to Ordinance 2011-014.

Pursuant to an approved agreement with Scott Burton-Rodriguez, d/b/a Empire Consultants for consulting services relating to the review and the analysis of the 2020 census data and the Town's four residential election districts, presentations and a discussion of options were debated by the Town Council at the February 24, March 24, and April 14, 2022 Town Council Meetings.

After an extensive review of the consultant's analysis and findings, all at publicly noticed meetings, the Town Council carefully considered seven possible redistricting scenarios in response to the population changes in the Town. After carefully examining the seven possible redistricting scenarios, the Town Council finds that Scenario 4A, attached hereto as Exhibit "A" and incorporated herein by reference, divides the Town into four compact residential election districts as nearly equal in population as practicable, and is in the best interest of the health, safety, and welfare of the Town.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

**ATTACHMENTS:**

Description	Upload Date	Type
Redistricting Option 4A - TA Approved	4/18/2022	Ordinance
Exhibit A - Redistricting Option 4A	4/18/2022	Ordinance



**ORDINANCE NO. 2022 – XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REDISTRICTING THE TOWN IN ACCORDANCE WITH SECTION 2.04 (b) OF THE TOWN'S CHARTER TO INCORPORATE THE RESULTS OF THE 2020 CENSUS; REPEALING ORDINANCE NO. 2011-14 BY ESTABLISHING AND ADOPTING FOUR (4) REVISED RESIDENTIAL ELECTION DISTRICTS PRIOR TO THE QUALIFYING PERIOD FOR THE MUNICIPAL ELECTION OF 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.04 (b) of the Town's Charter provides for the Town to be broken into four (4) residential districts, which shall be as nearly equal in population as practicable; and

**WHEREAS**, these four (4) four residential districts are to be reviewed and possibly redrawn based upon the results of the decennial census; and

**WHEREAS**, as a result of the 2000 census, on June 14, 2001, the Town adopted its first residential districts pursuant to Resolution No. 2001-70; and

**WHEREAS**, as a result of the 2010 census, on September 22, 2011, the Town amended the four residential districts pursuant to Ordinance 2011-014; and

**WHEREAS**, pursuant to an approved agreement with Scott Burton-Rodriguez, d/b/a Empire Consultants for consulting services relating to the review and the analysis of the 2020 census data and the Town's four residential election districts, presentations and a discussion of options were debated by the Town Council at the February 24, March 24, and April 14, 2022 Town Council Meetings; and

**WHEREAS**, after an extensive review of the consultant's analysis and findings, all at publicly noticed meetings, the Town Council carefully considered seven possible redistricting scenarios in response to the population changes in the Town; and

**WHEREAS**, after carefully examining the seven possible redistricting scenarios, the Town Council finds that Scenario 4A, attached hereto as Exhibit "A" and incorporated herein by reference, divides the Town into four compact residential election districts as nearly equal in population as practicable, and is in the best interest of the health, safety, and welfare of the Town.

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

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

**Section 2:** In accordance with Section 2.04 (b) of the Town's Charter, following an extensive review of the 2020 census data, and a complete review of the Town's population changes, and residential election district options, the Town Council hereby selects Scenario 4A, as attached hereto and incorporated herein by reference as Exhibit "A", to represent the defined boundaries of the four residential election districts of the Town.

**Section 3:** The Town hereby repeals Ordinance No. 2011-14, and establishes four newly revised election districts, which have been created prior to the qualifying period for the municipal election of 2022.

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

**Section 5:** **Severability.** If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property or circumstance.

**Section 6:** **Inclusion in Code.** It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 7:** **Effective Date.** This Ordinance shall be effective immediately upon its adoption.

**[Signatures on Next Page]**

**PASSED ON FIRST READING** this 28<sup>th</sup> day of April, 2022 on a motion made  
by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this 12<sup>th</sup> day of May,  
2022 on a motion made by \_\_\_\_\_ and seconded  
by \_\_\_\_\_.

Breitkreuz     \_\_\_\_\_  
Jablonski     \_\_\_\_\_  
Allbritton     \_\_\_\_\_  
Hartmann     \_\_\_\_\_  
Kuczenski     \_\_\_\_\_

Ayes             \_\_\_\_\_  
Nays             \_\_\_\_\_  
Absent           \_\_\_\_\_  
  
Abstaining     \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.1010.01

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# PLAN 04-A

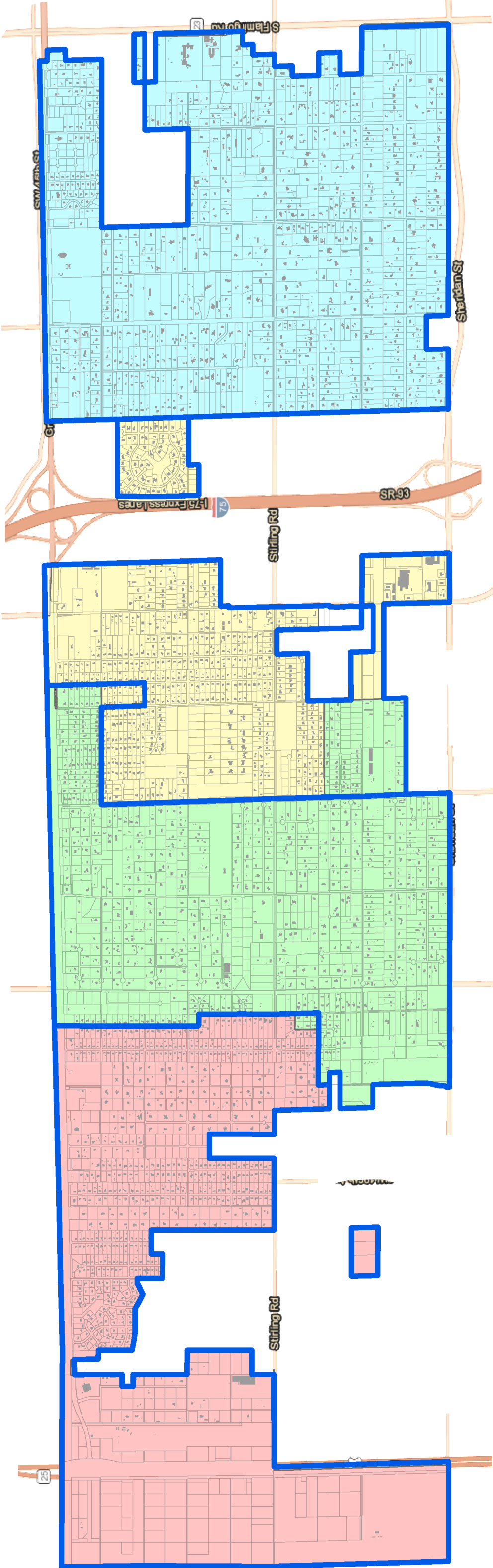
## Boundary Configuration

Assessment Summary



PLAN 4-A

Town Council  
District Boundary  
Configuration



PLAN 04-A				
District	Population	Diff <sup>3</sup>	Pct <sup>4</sup>	
District 1	2,062	81	4.1%	
District 2	1,948	(33)	-1.7%	
District 3	1,976	(5)	-0.2%	
District 4	1,937	(44)	-2.2%	
TOTAL		235		
Ideal Population (Mean) <sup>1</sup>		1,981		
Percent Deviation from Mean <sup>2</sup>		3.0%		

Legend

Existing Council Districts

District

D1

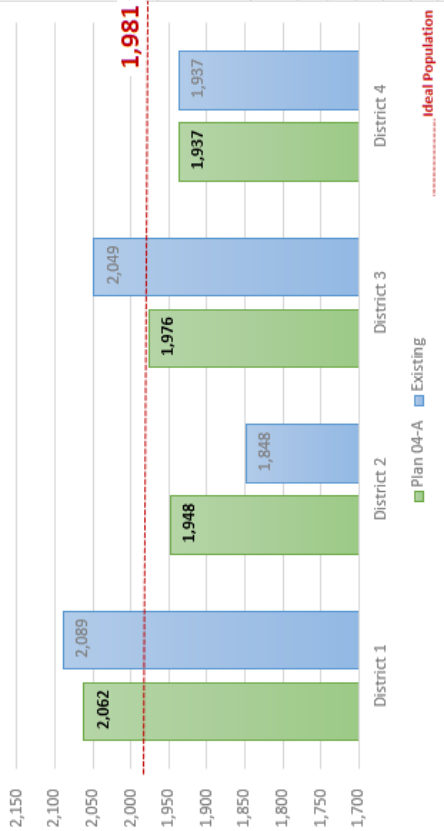
D2

D3

D4

2020 Population:  
Plan 04-A

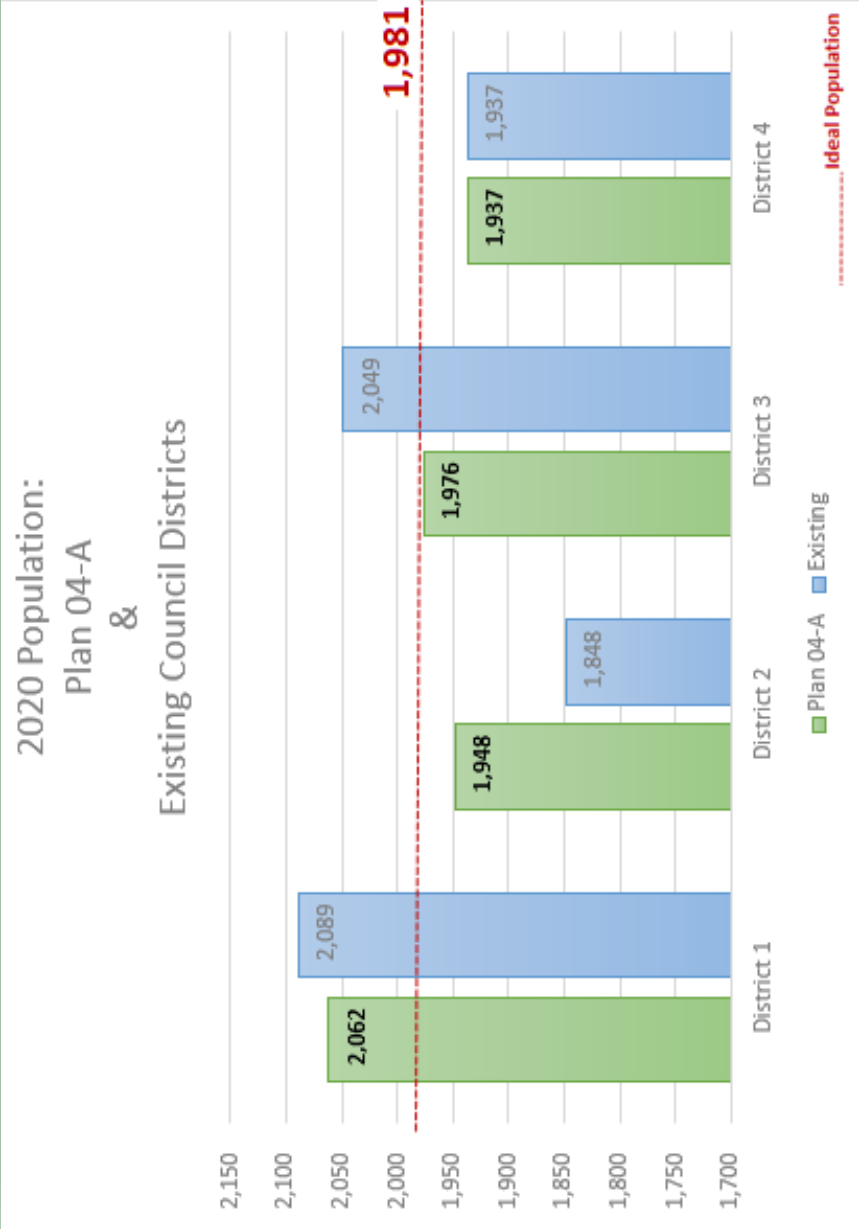
Existing Council Districts



# Assessment Summary | Plan 04-A

- PLAN 04-A
  - Minimize modifications to existing district boundaries, while attempting to balance population equality per District, Contiguity, and Compactness while not splitting communities of interest.
  - Based on Existing Districts, small portion of the *southeastern* section of **District 1** (Census Block 3011, 27 persons) is assigned to **District 2**
  - Based on Existing Districts, portion of the *northeast* portion of **District 2** (Census Block 1009, 41 persons) is assigned to **District 3**
  - **District 4** stay intact to the existing district boundary configuration
- **District 1** improves population equality with a deviation of 4.1% (81 persons over the ideal district population of 1,981 per District.) The existing **District 1** population deviation is 5.5% (108 people over ideal population of 1,981).
- **District 2** improves population equality with a deviation of -1.7% (33 persons less than ideal population). The existing boundaries of **District 2** population deviation is -6.7% (133 people less than ideal population of 1,981).
- **District 3** improves population equality with a deviation of -0.2% (5 persons less than ideal population). The existing boundaries of **District 3** population has a deviation of 3.4% (68 persons over the ideal population)
- **District 4** population equality remains the same since the district boundaries were not changed as the deviation falls within +/-5%, with a deviation of -2.2% (44 persons less than the ideal population).

PLAN 04-A				
District	Population	Diff <sup>3</sup>	Pct <sup>4</sup>	
District 1	2,062	81	4.1%	
District 2	1,948	(33)	-1.7%	
District 3	1,976	(5)	-0.2%	
District 4	1,937	(44)	-2.2%	
TOTAL		7,923	235	
Ideal Population (Mean) <sup>1</sup>		1,981		
Percent Deviation from Mean <sup>2</sup>		3.0%		







**Town of Southwest Ranches**  
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**Southwest Ranches, FL 33330-2628**

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**David Kuczenski, Council Member**

**Andrew D. Berns, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, MPA, Assistant Town Administrator/Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emily McCord Aceti, Community Services Manager  
**DATE:** 5/12/2022  
**SUBJECT:** Green Meadows Drainage - Broward County Grant

---

#### **Recommendation**

To place this item on the agenda for Council consideration and approval.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

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

#### **Background**

The Town desires to complete a drainage improvement project in Green Meadows along the SW 54<sup>th</sup> Place right-of-way between SW 160<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue and has pursued grant funding to do so. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project.

The Town was awarded a \$200,000 grant from the Florida Department of Environmental Protection with an estimated \$100,000 match for Dykes Road Drainage Improvements. The project was divided into two phases. The first phase consisted of a total of 804 lineal feet of 18" CAMP that was lined with Cured-in-Place Pipe (CIPP), over 14 individual, separate locations along Dykes Road. These improvements were completed for \$79,099.60.

The second phase is a connection from Dykes Road to existing infrastructure just east of SW 163<sup>rd</sup> Avenue along SW 54<sup>th</sup> Place right-of-way.

In November 2018, Broward County voters approved a 30-year sales surtax (also known as “Penny for Transportation”) to fund statutorily permissible transportation expenditures. Needing additional funding for the project, the Town submitted the project for funding consideration. The project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

### **Fiscal Impact/Analysis**

A breakdown of available project funding is below.

<b>Source</b>	<b>Amount</b>
Town	\$100,000.00
Florida Department of Environmental Protection	\$120,900.40
Broward County Surtax	\$43,000.00
<b>TOTAL</b>	<b>\$263,900.40</b>

Kevin Hart, District Director of South Broward Drainage District, graciously prepared the engineering plans and specifications. This project will be competitively bid in Fiscal Year 22 and constructed in Fiscal Year 23. The project was budgeted for in Fiscal Year 22, and will require a carryover of remaining funds into Fiscal Year 23.

### **Staff Contact:**

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Emil C. Lopez, Town Financial Administrator

Venessa Redman, Senior Procurement & Budget Officer

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	4/21/2022	Resolution
Grant Agreement	5/3/2022	Agreement

## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$43,000.00) OF SURTAX FUNDING TO COMPLETE THE GREEN MEADOWS DRAINAGE IMPROVEMENTS (SWRA-022) AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage improvement project in Green Meadows along the SW 54<sup>th</sup> Place right-of-way between SW 160<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue; and

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

**WHEREAS**, in November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

**WHEREAS**, the Green Meadows Drainage Improvement Project has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; 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 accepts and approves an Agreement between the Town of Southwest Ranches and Broward County to receive Forty-Three Thousand Dollars and Zero Cents (\$43,000.00) of Surtax funding to complete the Town's drainage improvement as outlined in the Agreement attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the

same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2022 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Kuczenski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1008.01



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST  
RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means Emily Aceti, Community Service Manager.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Project Description and Project Schedule</b>
<b>Exhibit B</b>	<b>Funding Schedule</b>
<b>Exhibit C</b>	<b>Reporting Requirements</b>
<b>Exhibit D</b>	<b>Form Contracts</b>
<b>Exhibit E</b>	<b>Municipal Resolution Authorizing Execution of Agreement</b>

## ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and

tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an

amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty



(60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

### 3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days’ written notification to the Contract Administrator and the County Attorney’s Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation

(or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)

- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on May 15, 2023 (“Initial Term”), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

#### **ARTICLE 5. FUNDING AND SURETY**

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's Town Administrator, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction	43,000.00
<b>MAXIMUM FUNDING AMOUNT:</b>	43,000.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support,

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

## **ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION**

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):



- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

## **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County’s disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## **ARTICLE 9. TERMINATION**

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

## **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. There is no CBE goal for the Project.

## **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving

party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for

notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator  
Attn: Monica Cepero  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email address: mcepero@broward.org

*With a copy to:*

Broward County Attorney's Office:  
Attn: Angela J. Wallace  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301  
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Keith M. Poliakoff, Esq.  
200 S. Andrews Avenue, Suite 600  
Fort Lauderdale, FL 33301  
Email address: kpoliakoff@govlawgroup.com

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without



limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105,

Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
William J. Bucciero (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

DraftMunicipal Interlocal Agreement SWRS-022  
5/3/2022

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST  
RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
GREEN MEADOWS ROADWAY DRAINAGE (SWRA- 022)**

**MUNICIPALITY**

ATTEST:

TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
Russell Muñiz, Town Clerk

By: \_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2022

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

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**EXHIBIT A**  
**Project Description and Project Schedule**

**1. Project:**

Green Meadow roadway drainage improvements consist of excavation, clearing, installation of 1,500 linear feet of reinforced concrete (RCP) drainage pipe, installation of Florida Department of Transportation (FDOT) specified drainage inlets and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod along SW 162nd Avenue, SW 160th Avenue, and along drainage easements that connect the two roads as further detailed in the signed and sealed plans and specifications ("Scope of Work") attached hereto as Exhibit A-1 ("Project").

The following items are not eligible for transportation surtax funding:

- Decorative lighting and road signage, brick pavers, and similar items.
- Landscaping improvements that are not within the public right of way.
- Utility system adjustments.
- A shared conduit that includes use for any purpose other than the County's public transportation system.
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size; and improvements to address runoff from private roads and/or developments.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

**2. Deliverables:**

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

**DELIVERABLES: Construction**

<b>No.</b>	<b>Description</b>	<b>Duration/Deadline</b>	<b>Acceptance Criteria</b>
<b>0</b>	Execution of ILA between County and City	04/28/2022	ILA executed by Municipality
<b>1</b>	Project Construction Advertising Bid, Award, Construction Contract execution	90 days after ILA Execution	Approved Solicitation; Fully Executed Construction Agreement
<b>2</b>	Notice to Proceed (NTP) and Commencement	10 days after ILA Execution	NTP Issued by Municipality
<b>3</b>	Substantial Completion	120 days after NTP issued to Contractor	Includes punchlist items, final inspections, and non-substantial work items
<b>4</b>	Final Completion	150 days after NTP issued to Contractor	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to City, and Final Payment Issued

**3. Project Schedule:**

<b>Description</b>	<b>Deadline</b>
County and City execution of Project Specific ILA	June 1, 2022
Bid Advertisement	June 10, 2022
Bid Award and Construction Contract Execution	September 8, 2022
Notice to Proceed	September 18, 2022
Substantial Completion	January 16, 2023
Final Project Completion	February 15, 2023



**EXHIBIT A-1**  
**Scope of Work**

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## **EXHIBIT B**

### **Funding Schedule**

**Funding Amounts:** The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

**Invoicing/Application for Funding Documentation:** Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

**Additional Invoicing Requirements:** If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☐ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing in appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ For Construction Contractor: Pay Application documents consistent with AIA Document G702 and G703.

**Funding Parameters:** The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

**Advance Payment of Maximum Not-to-Exceed Amount  
(for projects \$250,000 and under)**

No later than thirty (30) days after the Effective Date of the Agreement, Municipality shall invoice County for an advance up to the Total Maximum Not-To-Exceed Amount(s) stated below ("Application for Funding").

As provided in the Agreement, Municipality shall provide a final reconciliation and comply with all reporting requirements for the Project Deliverables stated in Exhibit A, including as applicable and without limitation: the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Unexpended funds paid to Municipality shall be deducted from funding for subsequent Phases or refunded to County, as requested by the Contract Administrator.

<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT</b>	<b>\$43,000.00</b>
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## **EXHIBIT C**

### **Reporting Requirements**

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

## Sample Financial Report

<b>Project Name:</b>	
<b>Quarterly Period:</b>	

### Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	<b>Total Project Funding</b> (Total lines 1 + 2)	<b>\$</b>
4.	Less Proceeds (as defined in Section 5.6)	(\$ )
5.	<b>Adjusted Project Funding</b> (Line 3 minus Line 4)	<b>\$</b>

### Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	<b>Total Project Funding Received</b> (Total lines 6 + 7)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	<b>Total Project Funding Expended</b> (Total lines 9 + 10)	<b>\$</b>	<b>\$</b>	<b>\$</b>

### Section D: Available Funding to Date

12.	<b>Adjusted Project Funding</b> (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	<b>Available Project Funding to date</b> (Line 12 minus line 13)	<b>\$</b>

### Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
<b>Revised contract amount</b>	<b>\$</b>
Total Work Completed to Date	\$
Retainage Held to Date	\$
<b>Total Earned Less Retainage</b>	<b>\$</b>
<b>Total Amount Paid to Date</b>	<b>\$</b>
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

**Section F: Quarterly Detailed Expenditures (for Quarter Reported)**

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid





**Section G: Project Schedule & Status**

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	<input type="checkbox"/> Ahead by ___ Days <input type="checkbox"/> Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

**Section H: Performance Metrics**

- A.** [To be provided by the PMO as applicable]
- B.** [To be provided by the PMO as applicable]

# P PIVO Project Status Report *template*

<Agency> Project: <i>&lt;fill in project name or id&gt;</i>		Owner: <i>&lt;fill in&gt;</i>	July
<b>Progress update</b> <ul style="list-style-type: none"> <li>▪ <i>Key activities since the last status report</i></li> <li>▪ ?</li> </ul>		<b>Overall Progress</b>  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">  Red = Execution critical delay   Amber = Delay; but recoverable   Green = On track         </div>	
<b>Key activities to be completed in the next &lt;2-4&gt; weeks:</b> <ul style="list-style-type: none"> <li>▪ ?</li> <li>▪ ?</li> </ul>		<b>Summary:</b> (may include) <ul style="list-style-type: none"> <li>▪ <i>Key take-aways for BoCC, OB and SurTax Adr</i></li> <li>▪ <b>Project run rate; actual vs. planned</b></li> <li>▪ <b>% Milestones met</b></li> <li>▪ <b>Days over budget</b></li> <li>▪ <b>Leverage ratio</b></li> <li>▪ <i>Key reminders of critical decisions/milestone</i></li> </ul>	
<b>Issues/Challenges:</b>		<b>Proposed solutions:</b>	



**Exhibit D      Form Contracts**

**Surtax-Funded Projects Form Construction Contract:**

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**Exhibit E      Municipal Resolution Authorizing Execution of Agreement**

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

April 14, 2022

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Richard DeWitt, Assistant Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Senator Lauren Book – Legislative Update**

Senator Book provided an update on the legislative session with regards to the state budget and redistricting.

**4. Sikh Awareness and Appreciation Month – April**

The Town presented a proclamation to the Sikh community and the Sikh Youth Association presented a check to the Town Scholarship Fund in the amount of \$10,000.00.

\*\*\*THE REGULAR MEETING WAS SUSPENDED AT 7:23PM IN ORDER TO CONDUCT THE LPA MEETING AND RECONVENED AT 7:27PM\*\*\*

**5. District Boundary Review – Presentation of Options – Scott Burton-Rodriguez, Empire Consultants**

Scott Burton-Rodriguez and Taylor Burton-Garcia presented the new redistricting options to the Town Council as directed by the Town Council at the March 28, 2022 Town Council Meeting.

The following motion was made by Council Member Allbritton, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitkreuz voting yes.

**MOTION: TO CHOOSE OPTION 4A FOR THE 2022 BOUNDARY REDISTRICTING.**

**6. Public Comment**

The following member of the public addressed the Town Council: Newell Hollingsworth.

**7. Board Reports**

George Morris, Chair of the Drainage and Infrastructure Advisory Board (DIAB) and Southwest Ranches Parks Foundation Board member spoke about current projects and advised the DIAB discussed a "Survey and Design" method of assessing new projects going forward. He advised the

Southwest Ranches Parks Foundation is looking for volunteers to join the board and "Bingo at the Barn" will be held on June 11, 2022. Lastly, he spoke about the tree in the Council Chambers that is a fundraiser for the SWR Parks Foundation. Leaves, acorns, branches can be purchased and placed on the wall and the proceeds goes to the Foundation.

## **8. Council Member Comments**

Vice Mayor Jablonski wished everybody a Happy Passover and Happy Easter. He spoke about the May 14<sup>th</sup> "Hazmat at the Barn", the DMV Flow-Mobile on April 27<sup>th</sup> and the Broward County Property Appraisers office on April 21st. Next he spoke about the "Unity in Diversity" 5K that happened on April 9<sup>th</sup> and the Rolling Oaks Easter Egg Hunt and what successes they were. He presented two ideas to the Town Council; one being bringing back the Town-Wide Garage Sale and the other is a permanent structure at the Southwest Meadows Preserve and putting a chain link fence from the corner of 163 Avenue and Griffin Road and plant a Calusa hedge as a privacy buffer.

Council Member Hartmann spoke about the Town appearing to open back up since the beginning of the pandemic and attending the Barn Dance after a two-year hiatus. He stated the Farmer's Market is taking off and everything from traffic to vendors is going smoothly and he commended the Town Council and Town Administration for making it happen. He thanked Vice Mayor Jablonski aka the Easter Bunny for showing up at the Rolling Oaks Egg Hunt and spoke about the turnout and what a great time everyone had. He then reminded the public the Farmer's Market goes on hiatus at the end of April and restarts on September 24<sup>th</sup>. Council Member Hartmann spoke about the "Unity in Diversity" 5K and the great turnout it garnered. Lastly, he spoke about the Sunshine Ranches "Party in the Park" and how much fun it was reconnecting with the residents.

Council Member Allbritton commended the Rolling Oaks Civic Association on the wonderful job putting on the Easter Egg Hunt. He thanked the Sikh Youth Association for the "Unity in Diversity" 5k and how wonderfully organized it was. He spoke with the residents in his district and they agreed a fence and hedges would be welcome additions to the Farmer's Market as mentioned by Vice Mayor Jablonski. The Green Meadows drainage project is nearing completion and the residents were concerned about their sidewalks and driveways, however Council Member Allbritton spoke with Town Public Works Director Rod Ley and the contractor will make any repairs necessary once the project is fully complete. He stated in a month or two, the Green Meadows Civic Association should have enough members to elect officers and submit the paperwork to get the association up and running. Lastly, the Public Safety and Traffic Committee is working to put ideas together to make things different in the future and he thanked Town Administrator Berns for all his hard work at the committee meetings.

Council Member Kuczenski updated the public on the Founders Park Wall that was being painted. He is interested in possibly expanding the project further down than just the first six panels. He is working with Weston Mayor Peggy Brown on the equestrian access across the Bonaventure Bridge as well as working with Akai Estates to make sure there is safe passage to riders. Lastly, he rode around Sunshine Ranches to look over the recently resurfaced roads and he noticed places that need to be repaired, but for the most part looks very well done. He did notice where FPL and

Mas-Tec are installing underground cables there are gouges on Holatee Trail, which is a newly resurfaced road, but he did contact the Town Administration and it is being taken care of.

Mayor Breitreuz spoke about how exciting it is to see the residents out and about at the various events around Town. He echoed Council Member Kuczenski's concerns about the roads being damaged during work, but he is confident once the damage is reported they will be repaired. He did give a shout out to FPL for updating the power lines and placing them underground, as this will allow the Town to get their power back quicker. He addressed comments made during public comment and thanked the resident. Lastly, he spoke about the school traffic out west backed up to SW 199<sup>th</sup> Avenue on Griffin Road is the worst he has ever seen and asked Town Administrator Berns about conducting a traffic study to possibly investigate widening the road.

## **9. Legal Comments**

Assistant Town Attorney had no comments.

## **10. Administration Comments**

Town Administrator Berns addressed the traffic issue raised by Mayor Breitreuz and advised the Town had requested an updated traffic count for the area of concern and he will advise Council when the information comes back. He advised Broward County Commissioner Steve Geller will attend the April 28<sup>th</sup> Town Council meeting and the Council can address the situation, however, since the redistricting, Commissioner Geller now represents the east part of the Town and Broward County Commissioner Nan Rich represents the west part of the Town and she has been invited and will attend May 26<sup>th</sup> Council meeting. Town Administrator Berns spoke about a forestry grant that was applied for Calusa Corners in October, 2021 and the Town was notified they were awarded \$13,000.00 with no match. Staff has been advised to proceed with the project.

## **Ordinance – 1<sup>st</sup> Reading**

**11.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO REVISE THE DEFINITION OF THE TERM, "NET ACRE" TO EXCLUDE CERTAIN SURFACE WATER MANAGEMENT AREAS AND DRAINAGE EASEMENTS; AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-070 "MINIMUM PLOT SIZE AND DIMENSIONS" TO PROVIDE FOR LOTS MADE NONCONFORMING BY THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Item Tabled from March 24, 2022}**

The following motion was made by Council Member Hartmann, seconded by Vice Mayor Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

## **MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

**12.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 105-030 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO QUASI-JUDICIAL HEARINGS AND EX PARTE COMMUNICATIONS;

PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING WITH THE FOLLOWING STIPULATIONS: ALLOW COUNCIL MEMBERS TO SPEAK WITH TOWN PLANNER, COUNCIL MEMBERS MAY ALSO SEEK ANSWERS TO LEGAL QUESTIONS, AND TOWN ATTORNEY RESPONSES WOULD BE PUT IN WRITING AND SHARED WITH ALL COUNCIL MEMBERS.**

### **Resolutions**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION OF EMIL C. LOPEZ AS THE TOWN FINANCIAL ADMINISTRATOR OF THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A CONTRACT WITH EMIL C. LOPEZ, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN FINANCIAL ADMINISTRATOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION WITH CONTRACT AMENDMENT TO SECTION 5 TO STATE, "PROVIDING THE TOWN WITH AT LEAST NINETY (90) DAYS WRITTEN NOTICE IN THE EVENT FINANCIAL ADMINISTRATOR VOLUNTARILY RESIGNS FROM HIS POSITION."**

**14.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SIXTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$64,455.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY ASSESSMENT STUDY; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 TOWN BUDGET AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**15.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SOUTHWEST MEADOWS SANCTUARY



DRAINAGE AND WATER QUALITY PROJECT TO CONGRESSWOMAN WASSERMAN SCHULTZ TO BE CONSIDERED TO FOR FISCAL YEAR 2023 COMMUNITY PROJECT FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Vice Mayor Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**16.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE SW 185TH WAY / SW 186TH AVENUE TRAFFIC CALMING PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**17.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE DYKES ROAD ROADWAY CAPACITY AND DRAINAGE IMPROVEMENTS PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**18.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE GREEN MEADOWS TRAFFIC CALMING AND DRAINAGE PROJECT TO BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM TO BE CONSIDERED FOR FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, Vice Mayor Jablonski and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**19. Approval of Minutes**

**a. March 10, 2022 Regular Meeting**

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

**MOTION: TO APPROVE THE MARCH 10, 2022 REGULAR MEETING MINUTES.**

**20. Adjournment**

Meeting was adjourned at 9:35 p.m.

*Respectfully submitted:*

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*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 12<sup>th</sup> day of May 2022*

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*Steve Breitzkreuz, Mayor*

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