



# Southwest Ranches Town Council

**REGULAR MEETING**  
Agenda of April 27, 2023

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
Southwest Ranches, FL 33330

|  |   |  |  |
|--|---|--|--|
| <b><u>Mayor</u></b><br>Steve Breitzkreuz   | <b><u>Town Council</u></b><br>Bob Hartmann<br>Gary Jablonski<br>David Kuczenski | <b><u>Town Administrator</u></b><br>Andrew D. Berns, MPA             | <b><u>Town Attorney</u></b><br>Keith M. Poliakoff, J.D.                            |
| <b><u>Vice Mayor</u></b><br>Jim Allbritton |   | <b><u>Town Financial<br/>Administrator</u></b><br>Emil C. Lopez, CPM | <b><u>Assistant Town<br/>Administrator/Town Clerk</u></b><br>Russell C. Muniz, MPA |

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

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

### **Presentations**

- 3. Presentation: Solid Waste Working Group - Broward County Interlocal Agreement - Mayor Greg Ross & Commissioner Beam Furr**
- 4. Presentation: Aster Knight Parks Foundation Volunteer Recognition**
- 5. Presentation: Stormwater Master Plan - Kimley Horn and Associates**
- 6. Proclamation Municipal Clerks Week - April 30 - May 6, 2023**
- 7. 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.

- 8. Board Reports**
- 9. Council Member Comments**
- 10. Legal Comments**
- 11. Administration Comments**

### **Resolutions**

- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12550 LURAY**

**ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF EIGHT THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$8,025.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**14. Appointments**

- a. Broward League of Cities Board of Directors Appointment, Alternate, and Second Alternate**

**15. Adjournment**

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



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

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

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

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** December Lauretano-Haines, PROS Manager  
**DATE:** 4/27/2023  
**SUBJECT:** Presentation: Aster Knight Parks Foundation Volunteer Recognition

### Recommendation

The Aster Knight Parks Foundation would like to share its recognition of Board members and exceptional volunteers with Council

Ben Wesley of FPL and Members of The Aster Knight Southwest Ranches Parks Foundation Board of Directors will be presented with plaques in commemoration of their outstanding support and dedication through the Foundation's 15 years of service to the Town.

### Unanimous Vote of the Town Council Required?

No

### Strategic Priorities

E. Cultivate a Vibrant Community

### Background

The Aster Knight Southwest Ranches Parks Foundation was incorporated in 2009. Prior to incorporation, Ben Wesley of FPL, attending a Town event at which Aster announced his intention to form the Foundation, pledged to donate the first thousand dollars. Mr. Wesley and FPL kept that promise and have exceeded that contribution each year thereafter. Mr. Wesley will be recognized for his commitment to the Foundation's mission and vision.

Board members Marie Nix, Joe Huppert, Rick Bell, Dehlia Franklin, George Morris, Winston Simmonds, Barbara Lester, Barbara Gonzalez, and Elizabeth Eskenazi devote extraordinarily

each year to the Foundation's mission and vision, and will be recognized for their outstanding service.

Like his father before him, Town Attorney Keith Poliakoff has been a staunch supporter and advisor to the Foundation, and the Board will recognize him for his service to the Foundation.

Staff Liaison December Lauretano-Haines guided the Foundation from the time of its incorporation through the years and continues to manage administrative needs of the Foundation; the Board will recognize her for her contribution.

**Fiscal Impact/Analysis**

None

**Staff Contact:**

December Lauretano-Haines, PROS Manager

**ATTACHMENTS:**

| Description                           | Upload Date | Type         |
|---------------------------------------|-------------|--------------|
| Text from the plaques to be presented | 4/5/2023    | Presentation |

**YOU**   
**MAKE THE**   
**DIFFERENCE**

For Years of  
Outstanding Support...

...And Financial Guidance  
JOE HUPPERT

...and Leadership  
RICK BELL

...and Commitment to the Team  
DEHLIA FRANKLIN

...and Unstoppable Vision  
GEORGE MORRIS

...and Wisdom  
WINSTON SIMMONDS

...and Unerring Guidance  
KEITH POLIAKOFF

...and Tireless Volunteering  
BARBARA LESTER

...and Professionalism  
BARBARA GONZALEZ

...and Sincere Enthusiasm  
ELIZABETH ESKENAZI

...as Our Staff Liaison  
DECEMBER LAURETANO-HAINES

**YOU**   
**MAKE THE**   
**DIFFERENCE**

With Deepest Appreciation  
For Your Outstanding  
Contribution and Unparalleled  
Dedication and Service

MARIE NIX  
V & M ERECTORS

**YOU**   
**MAKE THE**   
**DIFFERENCE**

From October 14, 2008  
When You Pledged to be Our  
Very First Donor - You Have  
Always been Our Greatest Hero

BEN WESLEY  
FLORIDA POWER AND LIGHT

**Proclamation**  
**54th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK**  
**April 30 - May 6, 2023**

**Whereas**, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

**Whereas**, the Office of the Professional Municipal Clerk is the oldest among public servants, and

**Whereas**, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

**Whereas**, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**Whereas**, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

**Whereas**, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

**Whereas**, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Town Council of Southwest Ranches, the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Russell Muniz, and Deputy Town Clerk Debra Ruesga and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**Dated this 27<sup>th</sup> Day of April, 2023**

**STEVE BREITKREUZ, MAYOR**

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13400 Griffin Road  
Southwest Ranches, FL 33330-2628

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

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 4/27/2023  
**SUBJECT:** 12550 Luray Road Water Agreement

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### 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

Emmaus Property Holdings LLC ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 12550 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 12550 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that they shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Rod Ley, P.E., Public Works Director

**ATTACHMENTS:**

| Description              | Upload Date | Type       |
|--------------------------|-------------|------------|
| Resolution - TA Approved | 4/14/2023   | Resolution |
| Agreement                | 4/10/2023   | Agreement  |

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12550 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Emmaus Property Holdings LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, Owner is desirous of obtaining water services for the property, however, water services are not available from the Town of Southwest Ranches; and

**WHEREAS**, the City of Cooper City, a neighboring municipality, has capacity to provide this home with water services, and is willing to provide such services to the Owner; and

**WHEREAS**, the Owner is desirous of obtaining water services from the City of Cooper City, and has requested the Town's consent for the connection; and

**WHEREAS**, the Town of Southwest Ranches consents to the connection provided that no further expansion of service occurs without the specific written consent of the Town; and

**WHEREAS**, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

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

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

**Section 2:** The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 12550 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

**Section 3.** A certified copy of this Resolution shall be provided to the City of Cooper City.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2023 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

Attest:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.2322.01



**WATER AND SEWER SERVICE AGREEMENT**  
**FOR INDIVIDUAL OR COMMERCIAL CUSTOMER**

(Non Residential - Outside the City)

**FOR:** Haydee Amezcuita  
(NAME OF OWNER)

**LOCATION:** 12550 Luray Road SW Ranches FL 33330

**THIS AGREEMENT** effective this 05 day of April, 20 23, is made and entered into by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of SW Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Haydee Amezcuita, an individual/ or commercial customer with a property address of 12550 Luray Road, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER SYSTEM; and

**WHEREAS**, OWNER controls certain real property in Broward County, Florida, as shown and described in Exhibit "A" attached hereto and made a part of hereof; and all references made in this Agreement to PROPERTY shall refer specifically to OWNER'S PROPERTY described in Exhibit "A" attached; and

**WHEREAS**, the PROPERTY is located in the TOWN; and

**WHEREAS**, OWNER desires to procure water or sewage disposal service from CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

**WHEREAS**, Section 180.19, F.S., authorizes a municipality to provide water or sewer services outside of its corporate limits and in another municipality, subject to the terms and conditions as may be agreed upon between such municipalities and the owner of the property receiving such service; and

**WHEREAS**, the Parties desire to enter into an agreement setting forth the mutual understandings and undertaking regarding the furnishing of said water and sewer services for the PROPERTY; and

**WHEREAS**, the Cooper City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, the Town Council has approved this Agreement and has authorized the proper Town officials to execute this Agreement by motion passed at a regular Council meeting on \_\_\_\_\_, 20\_\_\_\_.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of CITY and OWNER and other good and valuable considerations, these parties covenant and agree with each other as follows:

### **PART I - DEFINITIONS**

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.
- B. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City Commission.

### **PART II - OWNER'S OBLIGATIONS**

#### **A. CONTRIBUTION PAYMENTS FROM OWNER**

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential ... 8 ... # ERC's @ \$1370 Per ERC  
Total ERC's 8 (WATER)

CONTRIBUTION (SEWER)

Non-Residential .....# \_\_\_\_\_ ERC's @ \_\_\_\_\_ Per ERC  
Total ERC's \_\_\_\_\_ (SEWER)

OWNER has paid to CITY the sum of \$10,967.12

\$ \_\_\_\_\_ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

**PART III. - MUTUAL COVENANTS**

A. EXCLUSIVE RIGHTS OF CITY

CITY shall have the exclusive right to furnish water distribution service or sewage collection service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

C. PROMULGATION OF REASONABLE RULES OF SERVICES

CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

**D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY**

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER'S PROPERTY. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

**E. OWNER'S RESPONSIBILITY**

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

**F. EFFECTIVE DATE**

Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved.

**G. SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION**

Each consumer of water distribution service or sewage collection service on OWNER'S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

**H. DISCLAIMER**

Any temporary cessations or interruptions of the furnishings of water and sewer service to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, Owner's successors and assigns.

**I. SEVERABILITY**

{00509773.3 3451-0000000}



If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

**J. RECORDING OF AGREEMENT**

The provisions of this Agreement shall run with the land and be binding upon and inure to the benefits of successors to title to the property. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in OWNER'S PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real PROPERTY in OWNER'S PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

**K. HOLD HARMLESS PROVISION**

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

**L. ATTORNEY'S FEES FOR LITIGATION**

The parties agree that in the event that it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement, then, and in that event, the prevailing party shall be entitled to receive from the non-prevailing party reasonable Attorney's fees and the costs of such litigation, including appellate proceedings.

**M. OWNER'S COVENANT**

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

**PART IV - NOTICE**

{00509773.3 3451-0000000}

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:

City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE TOWN OF \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

**PART V - ADDITIONAL PROVISIONS**

**A. EXHIBITS**

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" – Legal Description of PROPERTY

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

**CITY OF COOPER CITY:**

ATTEST:

BY: \_\_\_\_\_  
MAYOR GREG ROSS

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

Approved as to legal form:

BY: \_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY ATTORNEY

DATE: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF BROWARD       ) SS

BEFORE ME personally appeared \_\_\_\_\_ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

**OWNER:**

{00509773.3 3451-0000000}

BY: Haydee Amezcua  
NAME: HAYDEE AMEZQUITA  
DATE: 04052023

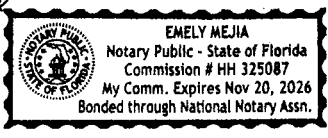
STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of April, 2023, by Haydee Amezcua (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 6<sup>th</sup> day of April, 2023.

Emely Mejia  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: 20/11/2026



**THE TOWN OF \_\_\_\_\_**

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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13400 Griffin Road  
Southwest Ranches, FL 33330-2628

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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:** Emil Lopez, Town Financial Administrator  
**DATE:** 4/27/2023  
**SUBJECT:** Budget Cycle Management Software Suite

### Recommendation

It is recommended that the Town Council approves a service order with ClearGov, Inc. in an amount not to exceed \$8,075 for FY 2022-2023 to implement and maintain a cloud-native budget cycle management software suite. See Exhibit A.

### Unanimous Vote of the Town Council Required?

No

### Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

### Background

Budget preparation is designed to assist the Town's management in the development of short-term and long-term plans to meet policy and legal directives. Appropriately, the Town Council provides policy directives which are the principal focus of each budget process. The budget process begins with the development of instructions and general policy directives to departments as well as to advisory board liaisons. Documents and policies resulting from these discussions are then shared with all participants as a means of soliciting their identified needs and resources.

For the past twenty (20) years, the Town of Southwest Ranches has conducted the budget

process manually and utilized Microsoft word and excel sheets to document these discussions as well as to track changes. In doing so, departments are responsible for identifying, researching, developing, and submitting requests for operating funds, new programs, capital improvements, and personnel changes. This dated process has resulted in delays such as documents, emails, notes, etc. spread across multiple inboxes and desktops. Additionally, the use of excel, word, and email are generic in nature and inhibit collaboration. In fact, constructing, combining, formatting, and correcting multiple spreadsheets are intense labor related and time-consuming.

### **Fiscal Impact/Analysis**

ClearGov, Inc. has agreed to implement and maintain a cloud-native budget cycle management software suite for the Town of Southwest Ranches. This budget software suite facilitates a full budget cycle that includes capital budgeting, personnel budgeting, operational budgeting, a transparency portal, and generates the Town’s “digital budget book”.

### **Capital Budgeting**

It streamlines requests, provides a multi-year scenario optimization process, and generates website-based pages automatically for each capital improvement. Includes among the features the following: dashboard, scenario planning, and report builder.

### **Personnel Budgeting**

Built to more easily budget for salaries and benefits that include powerful tools to manage positions, requests, and keep departments abreast of changes. Includes among the features the following: dashboard, vacancy planner, multi-year personnel plans, and report builder.

### **Operational Budgeting**

It streamlines communication with department heads and other budget stakeholders. It’s a one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale.

### **Digital Budget Book**

Automates most of the budget book creation process using templates and data-driven charts and tables. It meets the Government Finance Officers Association (GFOA) award criteria and delivers new levels of clarity and citizens engagement.

### **Transparency Portal**

It’s a simple to navigate transparency center. It includes easy to understand infographics that helps the Town share financial information, departmental goals, and results in a way that informs and engages the community.

The cost of this software is funded in the current fiscal year 2022-2023 within the General Fund non-departmental department in the amount of \$40,000 thus an anticipated savings of \$31,925 is expected. The fiscal year impact for the next five (5) fiscal years is listed below.

|  |  |                                |  |
|--|--|--------------------------------|--|
|  |  | <b>Annual<br/>Subscription</b> |  |
|--|--|--------------------------------|--|



| <b>Fiscal Year</b> | <b>Cost</b> | <b>Increase (3%)</b> | <b>Total Cost</b> |
|--------------------|-------------|----------------------|-------------------|
| 2022-2023          | \$8,075.00  | \$0.00               | \$8,075.00        |
| 2023-2024          | \$20,617.50 | \$0.00               | \$20,617.50       |
| 2024-2025          | \$20,617.50 | \$606.53             | \$21,236.03       |
| 2025-2026          | \$21,236.03 | \$637.08             | \$21,873.11       |
| 2026-2027          | \$21,873.11 | \$656.19             | \$22,529.30       |
| 2027-2028          | \$22,529.30 | \$675.88             | \$23,205.18       |

Starting in fiscal year 2028-2029, the annual subscription service percentage (%) will increase to six percent (6%) and continue at that same rate.

**Staff Contact:**

Emil C. Lopez, Town Financial Administrator

**ATTACHMENTS:**

| Description               | Upload Date | Type       |
|---------------------------|-------------|------------|
| Resolution - TA Approved  | 4/21/2023   | Resolution |
| Exhibit A - Service Order | 4/21/2023   | Exhibit    |

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**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND CLEARGOV, INC. FOR A CLOUD-NATIVE BUDGET CYCLE MANAGEMENT SOFTWARE SUITE AT FIRST YEAR COST OF EIGHT THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS (\$8,025.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches has been utilizing a manual and inefficient method of compiling information, generating the budget book, and monitoring the Town's budget; and

**WHEREAS**, the Town of Southwest Ranches desires to enter into an Agreement with ClearGov, Inc. to provide a cloud-native budget cycle management software suite; and

**WHEREAS**, ClearGov has agreed to implement and maintain a cloud-native budget cycle management software suite for fiscal year 2022-2023 pro-rata amount of eight thousand twenty-five dollars and zero cents (\$8,025.00), then twenty thousand six hundred seventeen dollars and fifty cents (\$20,617.50) annually through fiscal year 2028, which is considered as the initial service period; and

**WHEREAS**, during the initial service period there will be an annual increase of 3% through fiscal year 2027-2028); and

**WHEREAS**, after the initial service period, the annual subscription service fee shall automatically increase by 6% annually beginning October 1, 2028, if the Town chooses to renew; and

**WHEREAS**, ClearGov has agreed to provide unlimited training to the Town's staff at no additional cost; and

**WHEREAS**, the cost of this software is funded in the current fiscal year 2022-2023 budget within the general fund non-departmental department (001-3900-519-99100 Contingency); and

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

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

**Section 2. Adoption.** The Town Council hereby agrees and approves an Agreement, in substantially the same form as that attached hereto as Exhibit "A", with ClearGov, Inc.

**Section 3:** The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the service order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 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 April, 2023 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartman \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczenski \_\_\_\_\_

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

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

Attest:

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

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.2324.01

|                      |                      |
|----------------------|----------------------|
| <b>Created by</b>    | Nathaniel Pecina     |
| <b>Contact Phone</b> | 512-507-5879         |
| <b>Contact Email</b> | npecina@cleargov.com |

|                                 |                     |
|---------------------------------|---------------------|
| <b>Order Date</b>               | Apr 27, 2023        |
| <b>Order valid if signed by</b> | <b>Apr 27, 2023</b> |

| Customer Information |                             |                      |                              |                        |                              |
|----------------------|-----------------------------|----------------------|------------------------------|------------------------|------------------------------|
| <b>Customer</b>      | Southwest Ranches, FL       | <b>Contact</b>       | Emil Lopez                   | <b>Billing Contact</b> | Emil Lopez                   |
| <b>Address</b>       | 13400 Griffin Road,         | <b>Title</b>         | Town Financial Administrator | <b>Title</b>           | Town Financial Administrator |
| <b>City, St, Zip</b> | Southwest Ranches, FL 33330 | <b>Email</b>         | elopez@southwestranches.org  | <b>Email</b>           | elopez@southwestranches.org  |
| <b>Phone</b>         |                             | <b>PO # (If any)</b> |                              |                        |                              |

| The Services you will receive and the Fees for those Services are...                |  |           |                     |
|---|--|-----------|---------------------|
| Set up Services   |  | Tier/Rate | Service Fees        |
| ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions |  | Tier 1    | \$ 7,200.00         |
| ClearGov Setup Bundle Discount: Discount for bundled solutions                      |  | Tier 1    | \$ (2,880.00)       |
| WAIVED: Customer Value Add  |  | Tier 1    | \$ (4,320.00)       |
| <b>Total ClearGov Setup Service Fee - Billed ONE-TIME</b>                           |  |           | <b>\$ -</b>         |
| Subscription Services   |  | Tier      | Service Fees        |
| ClearGov Operational Budgeting - Civic Edition                                      |  | Tier 1    | \$ 8,700.00         |
| ClearGov Personnel Budgeting - Civic Edition  |  | Tier 1    | \$ 8,300.00         |
| ClearGov Capital Budgeting - Civic Edition  |  | Tier 1    | \$ 5,400.00         |
| ClearGov Digital Budget Book - Civic Edition  |  | Tier 1    | \$ 4,950.00         |
| ClearGov ClearPlans - Civic Edition   |  | Tier 1    | \$ 4,950.00         |
| ClearGov Transparency - Civic Edition   |  | Tier 1    | \$ 4,300.00         |
| ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions    |  | Tier 1    | \$ (15,982.50)      |
| <b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b>         |  |           | <b>\$ 20,617.50</b> |

| ClearGov will provide your Services according to this schedule... |             |              |   |
|---|-------------|--------------|---|
| Period  | Start Date  | End Date     | Description   |
| <b>Setup</b>  | May 1, 2023 | May 1, 2023  | ClearGov Setup Services (OB, PB, CB,TR,DBB)         |
| <b>Pro-Rata</b>   | May 1, 2023 | Sep 30, 2023 | ClearGov Subscription Services (OB, PB, CB,TR, DBB) |
| <b>Beta</b>   | May 1, 2023 | Jul 31, 2023 | ClearGov Subscription Services (ClearPlans)         |
| <b>Pro-Rata</b>   | Aug 1, 2023 | Sep 30, 2023 | ClearGov Subscription Services (ClearPlans)         |
| <b>Initial</b>  | Oct 1, 2023 | Sep 30, 2028 | ClearGov Subscription Services                      |

| To be clear, you will be billed as follows...  |                     |   |
|--|---------------------|---|
| Billing Date(s)  | Amount(s)           | Notes   |
| May 1, 2023  | \$ 7,250.00         | 5 Month Pro-Rata Subscription Fee (OB, PB, CB,TR,DBB)   |
| Aug 1, 2023  | \$ 825.00           | 2 Month Pro-Rata Subscription Fee (ClearPlans)  |
| Oct 1, 2023  | \$ 20,617.50        | Annual Subscription Fee   |
| Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein. |                     |   |
| Billing Terms and Conditions   |                     |   |
| <b>Valid Until</b>   | <b>Apr 27, 2023</b> | Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.                |
| <b>Payment</b>   | <b>Net 30</b>       | All invoices are due Net 30 days from the date of invoice.  |
| <b>Initial Period Rate Increase</b>  | 3% per annum        | During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |
| <b>Rate Increase</b>   | 6% per annum        | After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.  |

| General Terms & Conditions             |  |
|--|--|
| <b>Original Service Order</b>          | This ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of March 31, 2023, (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.  |
| <b>Customer Satisfaction Guarantee</b> | During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.   |
| <b>Statement of Work</b>               | ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.  |
| <b>Taxes</b>                           | The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.   |
| <b>Term &amp; Termination</b>          | Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term. |
| <b>Auto-Renewal</b>                    | After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an " <b>Annual Term</b> "), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.   |
| <b>Agreement</b>                       | This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.                |

| Customer         |                    |
|------------------|--------------------|
| <b>Signature</b> |                    |
| <b>Name</b>      | Andy D. Berns      |
| <b>Title</b>     | Town Administrator |

| ClearGov, Inc.   |                  |
|------------------|------------------|
| <b>Signature</b> |                  |
| <b>Name</b>      | Bryan A. Burdick |
| <b>Title</b>     | President        |

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

| Customer Upgrades (ClearGov internal use only)  |    |  |  |
|---|----|--|--|
| <b>This Service Order is a Customer Upgrade</b> | No | <b>If Yes: Original Service Order Date</b> |  |

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

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# MEMORANDUM

To: City Clerks  
From: Mary Lou Tighe, Executive Director  
Date: April 6, 2023  
Re: 2023-24 Board of Director Appointments

### 2022-2023 OFFICERS

**President Bob Mayersohn**  
*Commissioner, Parkland*  
**1st Vice President Todd Drosky**  
*Commissioner, Deerfield Beach*  
**2nd Vice President Felicia Brunson**  
*Mayor, West Park*  
**Treasurer Traci Callari**  
*Commissioner, Hollywood*

### DIRECTORS

**Past President Greg Ross**  
*Mayor, Cooper City*  
**Past President Susan Starkey**  
*Councilmember, Davie*  
**Past President Joy Cooper**  
*Mayor, Hallandale Beach*  
**Past President Frank Ortis**  
*Mayor, Pembroke Pines*  
**Jim Allbritton**  
*Councilmember, Southwest Ranches*  
**Barbara Baldassarre**  
*Commissioner, Hillsboro Beach*  
**Marlon Bolton**  
*Commissioner, Tamarac*  
**Michael Bracchi**  
*Vice Mayor, Wilton Manors*  
**Leann Bruener**  
*Councilmember, Sea Ranch Lakes*  
**Anthony Caggiano**  
*Mayor, Margate*  
**Joy Carter**  
*Commissioner, Coral Springs*  
**Joyce Davis**  
*Commissioner, Dania Beach*  
**Mark Douglas**  
*Commissioner, Sunrise*  
**Rhonda Eaton**  
*Commissioner, Pompano Beach*  
**Veronica Edward Phillips**  
*Mayor, Lauderdale Lakes*  
**Beam Furr**  
*Commissioner, Broward County*  
**Aisha Gordon**  
*Mayor, Oakland Park*  
**Denise Horland**  
*Councilmember, Plantation*  
**Geoffrey Jacobs**  
*Mayor, Pembroke Park*  
**Jeremy Katzman**  
*Commissioner, Cooper City*  
**Luke Lewis**  
*Commissioner, North Lauderdale*  
**Annabelle Lima-Taub**  
*Commissioner, Hallandale Beach*  
**Edmund Malkoon**  
*Commissioner, Lauderdale-by-the-Sea*  
**Sarai "Ray" Martin**  
*Commissioner, Lauderhill*  
**Henry Mead**  
*Commissioner, Weston*  
**Wayne Messam**  
*Mayor, Miramar*  
**Patty Petrone**  
*Commissioner, Lighthouse Point*  
**Joshua Rydell**  
*Mayor, Coconut Creek*  
**Iris Siple**  
*Commissioner, Pembroke Pines*  
**Dean Trantalis**  
*Mayor, Fort Lauderdale*

**Samuel S. Goren, Esquire**  
*Goren Cherof Doody & Ezrol, PA  
Legal Counsel*

**Mary Lou Tighe**  
*Executive Director*  
**Sely Cochrane**  
*Deputy Executive Director*

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. The deadline for board appointments is May 15, 2023. The term will begin on June 17, 2023, where members will be sworn in at the 66<sup>th</sup> Annual Gala at Margaritaville. The term will end in May of 2024.

Please forward the information below to [scochrane@browardleague.org](mailto:scochrane@browardleague.org).

=====  
**Municipality:** \_\_\_\_\_

**Commissioner/Council Appointments:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

**Second Alternate:** \_\_\_\_\_

## Board Meeting Attendance 2022-2023

|                           | 6/2/2022 | 9/17/2022 | 10/6/2022 | 11/3/2022 | 1/6/2023 | 2/2/2023 | 3/2/2023 | 4/6/2023 | 5/4/2023 |
|---------------------------|----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|
| Bob Mayersohn             | X        | X         | X         | X         | X        | X        |          |          |          |
| Todd Drosky               | X        | X         | X         | X         | X        | X        |          |          |          |
| Felicia Brunson           | X        | X         | X         | X         | X        | X        |          |          |          |
| Traci Callari             | X        | X         | X         | X         | X        | X        |          |          |          |
| Greg Ross                 | X        | X         | X         | (EXC.)    | X        | X        |          |          |          |
| Susan Starkey             | X        | X         | X         | X         | X        | X        |          |          |          |
| Joy Cooper                |          | (EXC.)    |           |           |          | X        |          |          |          |
| Frank Ortis               |          | X         |           | X         | X        |          |          |          |          |
| Jim Allbritton            | X        | X         | (EXC.)    | (EXC.)    | X        | X        |          |          |          |
| Barbara Baldasarre        | X        |           | X         | X         | X        | X        |          |          |          |
| Marlon Bolton             | X        | X         |           | (EXC.)    | X        | X        |          |          |          |
| Michael Bracchi           | (ALT)    | X         | X         | X         | X        | (EXC.)   |          |          |          |
| Leann Bruener             | (EXC.)   |           |           |           |          |          |          |          |          |
| Anthony Caggiano          | X        | X         | X         | X         | (EXC.)   | X        |          |          |          |
| Joy Carter                | X        | X         | X         | X         | (EXC.)   | X        |          |          |          |
| Joyce Davis               | X        | X         | X         | (EXC.)    | X        | X        |          |          |          |
| Mark Douglas              | X        | X         | X         |           | X        | X        |          |          |          |
| Rhonda Eaton              | X        | X         | X         | X         |          | (ALT)    |          |          |          |
| Veronica Edwards Phillips | ~        | ~         | ~         | ~         | X        | X        |          |          |          |
| Beam Furr                 |          | X         | (EXC.)    | X         | X        | (EXC.)   |          |          |          |
| Aisha Gordon              | ~        | ~         | ~         | ~         | X        | X        |          |          |          |
| Denise Horland            | X        | X         | X         | X         | X        | X        |          |          |          |
| Geoffrey Jacobs           |          |           |           | (EXC.)    | X        | X        |          |          |          |
| Jeremy Katzman            | ~        | ~         | ~         | ~         | (EXC.)   | X        |          |          |          |
| Luke Lewis                | ~        | ~         | ~         | ~         | X        | (ALT)    |          |          |          |
| Annabelle Lima-Taub       |          | (EXC.)    | (EXC.)    | (EXC.)    | (EXC.)   |          |          |          |          |
| Edmund Malkoon            | (EXC.)   | X         | X         | (EXC.)    | X        | (EXC.)   |          |          |          |
| Sarai "Rai" Martin        | X        | X         | X         |           |          |          |          |          |          |
| Henry Mead                | ~        | ~         | ~         | ~         | X        | X        |          |          |          |
| Wayne Messam              |          | X         | X         | (EXC.)    | X        | X        |          |          |          |
| Patty Petrone             | X        | X         | (EXC.)    | X         | X        | (EXC.)   |          |          |          |
| Iris Siple                | X        | X         |           | X         | (EXC.)   | X        |          |          |          |
| Becky Tooley              | X        | X         | X         | X         | X        | X        |          |          |          |
| Dean Trantalis            |          | X         | (EXC.)    | X         | X        | (ALT)    |          |          |          |