



Southwest Ranches Town Council

REGULAR MEETING
Agenda of May 23, 2024

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitreuz	<u>Town Council</u> Jim Allbritton Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Russell C. Muniz, MBA, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> David S. Kuczenski, Esq.		<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Town Clerk</u> Debra M. Ruesga, CMC

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 - Skyhawks - SuperTots Program**
- 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 - 1st Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)
11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT: TO AMEND ARTICLE I "CORPORATE EXISTENCE" SECTION 1.01 TO CLARIFY THAT THE TOWN ALSO SEEKS TO PROMOTE THE AGRICULTURAL AND EQUESTRIAN CHARACTER OF THE TOWN AND TO ADD THIS LANGUAGE TO ARTICLE VI "ELECTIONS" SECTION 6.01 (H) "OATH"; TO AMEND ARTICLE VI "ELECTIONS" SECTION 6.01 (G) TO CLARIFY THAT THE TERM OF OFFICE SHALL NOT COMMENCE UNTIL THE ELECTION RESULTS HAVE BEEN CERTIFIED; TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.02(C) TO CLARIFY THAT CHARTER AMENDMENTS REQUIRE "AT LEAST" SIXTY (60) PERCENT APPROVAL FROM THE VOTERS; TO AMEND ARTICLE IX "TRANSITION" TO RENAME ARTICLE IX "ASSESSMENTS AND TAXATION" AND TO REMOVE ALL OF THE OUTDATED CORPORATE FORMATION LANGUAGE CONTAINED IN SECTIONS 9.02 THROUGH 9.07; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2024 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONSULTING AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SAGE CONSULT, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR SAGE CONSULT, LLC TO PROVIDE PROJECT MANAGEMENT SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN

ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE RESIGNATION OF EUGENE STEINFELD, ESQ., OF EUGENE M. STEINFELD, ATTORNEY AT LAW, PA, AS THE TOWN'S SPECIAL MAGISTRATE; APPOINTING MICHAEL GARCIA, ESQ., OF MICHAEL GARCIA, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH MICHAEL GARCIA, PA; AND PROVIDING AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH TAIE, INC., D/B/A MINUTEMAN PRESS OF HOLLYWOOD IN THE AMOUNT OF FIFTY-ONE THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS AND ZERO CENTS (\$51,672) TO PROVIDE NEWSLETTER DESIGN, PRINT, AND DELIVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

Discussion

- 15. Discussion - Glyphosate Restriction - Council Member Hartmann**
- 16. Approval of Minutes**
 - a. April 11, 2024 Regular Meeting Minutes**
- 17. 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
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 5/23/2024
SUBJECT: Capital Improvement Element Update

Recommendation

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

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

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

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded

improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

At this time, the Comprehensive Planning Board is in the process of recommending updates to the entire comprehensive plan. The proposed amendment to the Schedule is accompanied by housekeeping amendments to the adopted goals, objectives and policies as part of the Board's effort to update the plan. The Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

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

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

Staff Contact:

Jeff Katims, AICP, CNU-A, Town Planner
Emily McCord Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	5/17/2024	Backup Material
Ordinance - TA Approved	5/17/2024	Ordinance
Exhibit - Capital Improvement Element	5/16/2024	Exhibit
Exhibit CIE-DIA	5/16/2024	Exhibit



Town of Southwest Ranches

Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.

Title of proposed ordinance:

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

ORDINANCE 2024 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council determined that portions of the adopted Capital Improvements Element should be amended; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on May 23, 2024, and recommends that the Town Council adopt the updated Schedule and CIE amendments.

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

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

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

SECTION 3. Transmittal. The Town Planner is hereby directed to transmit the amendment to the state land planning agency under the expedited state review procedure.

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

SECTION 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the Town that the adopted plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

PASSED ON FIRST READING this ____ day of ____, 2024 on a motion made by ____ and seconded by ____.

PASSED ON SECOND READING this ____ day of ____, 2024 on a motion made by ____ and seconded by ____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.029.2024

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

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

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

CIE OBJECTIVE 1.1

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

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

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

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

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

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

- water quality: UE Policy 1.1-h

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

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

CIE POLICY 1.1-c: The following standards regarding debt payment service per annum shall be adhered to except by supermajority vote of the Town Council, where feasible:

- The total debt service shall not exceed 15% of the Town's total revenues per annum.
- The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.

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

- The Town Council shall not approve any bond issue or refinancing of a bond issue with a call date.
- The Town Council shall not approve any bond issue or refinancing of a bond issue with a prepayment penalty.
- The Town Council shall not approve any refinancing of a bond issue that extends the term of the original debt.

CIE POLICY 1.1-d: The Town Council should review its fiscal policies and procedures annually during the budget process and present any proposed/recommended changes at the budget workshop.

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

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

CIE POLICY 1.1-ef : ~~All future developments~~ A developer shall be responsible for construct paying proportionate fair share of the cost of all public facilities and improvements thereto required to accommodate the portion of their development's impact ~~project's impact without that exceeds~~ exceeding the adopted level of service standards. Alternatively, the Town may accept payment in lieu of construction if the applicable improvement is programmed in the CIP. Administration of this policy shall be in compliance with requirements in F.S. 163.3180, as may be amended from time to time.

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

CIE Policy 1.1-gh: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan, adopted (Amendment No. ~~1520-102~~ESR, January-July 1420, 20~~1520~~), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-hi: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. ~~1520-01~~ESR, December August 3025, 20~~1420~~) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

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

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

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

Measurement:

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

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

five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: Pursuant to the ILA, ~~The~~ uniform, district-wide LOS shall be as follows:

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

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

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

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

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

CIE Objective 1.3

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

Measurement:

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

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

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program

- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

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

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

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

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2. CAPITAL IMPROVEMENT IMPLEMENTATION

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

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. ~~Any Coordinate~~ Town-developed tertiary drainage systems ~~must be coordinated~~ with the Central Broward Water Control District and the South Broward Drainage District.
3. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
4. Evaluate the public benefits of annexing lands into the Town.
5. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
6. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
7. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County ~~Trafficways Plan~~ MPO.
- ~~9. Encourage enforcement of the Town's current land development regulations.~~
- ~~910. Reserved. Analyze the 2010 Census data and evaluate the Comprehensive Plan to reflect new data.~~
- ~~1011. Develop and maintain a tertiary drainage plan for all the areas within our the Town.~~
- ~~1112. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.~~

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

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2024 - FY 2028

FUND	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		Total
	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	
	<u>General Fund Total</u>										
-	Fire Wells Replacement and Installation	20,000	FA	20,000	FA	20,000	FA	20,000	20,000	FA	100,000
-	Town Hall Multi-Purpose Storage Building	50,000	ARPA	-	NF	-	NF	-	-	NF	50,000
-	Public Safety Facility\Emergency Operations Center (EOC)	430,500	ARPA	-	NF	-	NF	-	7,600,000	NF	8,030,500
-	Dykes Road Piping	514,780	ARPA	-	NF	-	NF	-	-	NF	514,780
-	GF-FB	1,058,293	ARPA	-	NF	-	NF	-	-	NF	1,058,293
-		-	-	-	-	-	-	-	-	-	-
FUND	<u>Capital Projects Fund Total</u>										
-	SW Meadows Sanctuary Park - Grant Requirements	45,000	CIP-FB	308,031	NF	318,406	NF	318,406	318,406	NF	1,308,249
-	Rolling Oaks Passive Open Space Park Parking Area Lighting	45,000	NF	-	NF	-	NF	-	-	NF	45,000
-	Town Wide Parks Master Plan	50,000	NF	-	NF	-	NF	-	-	NF	50,000
-	Frontier Trails Conservation Area	125,000	NF	223,500	NF	689,650	NF	841,500	841,500	NF	2,721,150
-	Country Estates Fishing Hole Park	150,000	NF	175,000	NF	240,000	NF	229,575	270,425	NF	1,065,000
-	Calusa Corners Park	296,000	NF	503,225	NF	195,500	NF	211,000	211,000	NF	1,416,725
-		-	-	-	-	-	-	-	-	-	-
FUND	<u>Transportation Fund Total</u>										
-	Flashing Speed Limit Signs	66,000	GF Tfr	66,000	GF Tfr	66,000	GF Tfr	-	-	NF	198,000
-	Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	295,000	GF Tfr	155,000	GF Tfr	155,000	GF Tfr	155,000	155,000	GF Tfr	915,000
-	Southwest Meadows Sanctuary Water Quality and Drainage Project	750,000	G, GF Tfr	-	NF	-	NF	-	-	NF	750,000
-	Drainage Improvement Projects: Non-Surtax	1,300,216	G, GF Tfr, TFB	138,000	GF Tfr	138,000	GF Tfr	138,000	138,000	GF Tfr	1,852,216
-	Pavement Striping and Markers	20,000	NF	20,000	NF	20,000	NF	20,000	20,000	NF	100,000
-	Guardrails Installation Project	450,000	NF	400,000	NF	205,000	NF	205,000	-	NF	1,260,000
-		-	-	-	-	-	-	-	-	-	-
	PROJECT TOTALS	\$5,665,789		\$2,008,756		\$2,047,556		\$2,138,481	\$9,574,331		\$21,434,913

Funding Source Code	Funding Source Name
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ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
FA	Fire Assessment
G	Grant Funding
GF Tfr	General Fund Transfer from Operating Revenues
NE	Not Funded
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:

- *[Broward County Capital Improvement Program for FY 2024-2028](#)
- * [Broward County Transportation Improvement Program for FY 2024 – 2028](#)
- * [Broward County MPO Cost Feasible Long-Range Transportation Plan 2045](#)
- *[FDOT Adopted Work Program FY 2024 – 2028](#)
- * [City of Sunrise 10-Year Water Supply Facilities Work Plan](#) adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.
- * [Cooper City 10-year Water Supply Facilities Work Plan](#) adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.
- *[District Educational Facilities Plan](#) adopted by the [Broward County School Board](#) on September 25, 2023

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PROPOSED FY 2024-2028 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

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

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2024-2028): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

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

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2024 – 2028
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2024 – 2028

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail

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

Potable Water

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

The Town hereby adopts by reference the City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply to the limited number of properties served by the system.

The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein for the purpose of ensuring adequate water supply to the limited number of properties served by the system.

Solid Waste

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

The Broward County Capital Improvements Program FY 2024–2028 is hereby incorporated by reference.

Drainage

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

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

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

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year ~~2019~~ 2045, the long-term planning horizon, will be ~~58.38~~ 52.41 acres¹. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

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

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

¹ Based upon a 2045 population projection of 8,735 persons using the Town's proportionate share of projected countywide population growth from BEBR (2022).

relocatables).

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

The adopted LOS will be met within the short and long-range planning horizons, which is addressed by the Broward County School District's Five-Year District Educational Facilities Plan (DEFP). Any potential deficiencies will be addressed by the School Board in the annual update of the District's DEFP.

The District Educational Facilities Plan adopted by the Broward County School Board on September 25, 2023 for FY 2023-24 to 2026-28 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

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

Public Health Facilities

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

Existing Revenue Sources and Funding Mechanisms

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

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

General Fund

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

Transportation Fund

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

Debt Service Fund

The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

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

ANALYSIS

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

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

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

Fiscal implication of existing deficiencies

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

Impacts of public education and public health systems on infrastructure

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

Timing of Capital Improvements

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

Ability to Fund Capital Improvements

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

Summary and Conclusions

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

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

Five Year Capital Improvement Plan All Funds Project Expenditure Summary FY 2024 - FY 2028

Five Year Capital Improvement Plan All Funds Project Expenditure Summary FY 2024 - FY 2028

FUND	General Fund Total	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		Total
		FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	
	Fire Wells Replacement and Installation	FA	20,000	FA	20,000	FA	20,000	FA	20,000	FA	20,000	100,000
	Town Hill Multi-Purpose Storage Building	ARPA	50,000	NF	-	NF	-	NF	-	NF	-	50,000
	Public Safety Facility/Emergency Operations Center (EOC)	ARPA	430,500	NF	-	NF	-	NF	-	NF	-	430,500
	Dykes Road Paving	ARPA	514,780	NF	-	NF	-	NF	-	NF	-	514,780
	SW Meadows Sanctuary Park - ARPA Roadway, Parking & Restroom	ARPA	1,058,293	NF	-	NF	-	NF	-	NF	-	1,058,293
	Capital Projects Fund Total											
	SW Meadows Sanctuary Park - Grant Requirements	CIP-FB	308,031	NF	-	318,406	NF	318,406	NF	318,406	NF	1,308,249
	Rolling Oaks Passive Open Space Park Parking Area Lighting	NF	45,000	NF	-	NF	-	NF	-	NF	-	45,000
	Town Wide Parks Master Plan	NF	50,000	NF	-	NF	-	NF	-	NF	-	50,000
	Frontier Trails Conservation Area	NF	125,000	NF	223,500	NF	689,650	NF	841,500	NF	841,500	2,721,150
	Country Estates Fishing Hole Park	NF	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	1,065,000
	Calusa Corners Park	NF	296,000	NF	503,225	NF	195,500	NF	211,000	NF	211,000	1,416,725
	Transportation Fund Total											
	Fishing Speed Limit Signs	GF Tfr	66,000	GF Tfr	66,000	GF Tfr	66,000	GF Tfr	66,000	GF Tfr	66,000	198,000
	Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	GF Tfr	295,000	GF Tfr	155,000	GF Tfr	155,000	GF Tfr	155,000	GF Tfr	155,000	915,000
	Southwest Meadows Sanctuary Water Quality and Drainage Project	G, GF Tfr	750,000	NF	-	NF	-	NF	-	NF	-	750,000
	Drainage Improvement Projects: Non-Surtax	G, GF Tfr	1,300,216	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	GF Tfr	138,000	1,852,216
	Pavement Striping and Markers	NF	20,000	NF	20,000	NF	20,000	NF	20,000	NF	20,000	100,000
	Guardrails Installation Project	NF	450,000	NF	400,000	NF	205,000	NF	205,000	NF	205,000	1,260,000
	PROJECT TOTALS		\$5,665,789		\$2,008,756		\$2,047,556		\$2,138,481		\$9,574,331	\$21,434,913

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Balance
FA	Fire Assessment
G	Grant Funding
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Balance

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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*
David S. Kuczenski, Esq., *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Russell C. Muniz, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Jeff Katims
DATE: 5/23/2024
SUBJECT: US Hwy 27 Water and Sewer Text Amendment

Recommendation

The disposition of this ordinance is a matter of policy to be determined by the Town Council.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The comprehensive plan requires development designated US Highway 27 Business to connect to City of Sunrise potable water and sanitary sewer systems prior to issuing a certificate of occupancy for a building or roofed structure. On April 25, Council directed preparation of an ordinance to also allow other municipal utilities to provide these services.

New buildings would require municipal water and sewer service. Unenclosed roofed structures and uses of land without buildings (storage yards, etc.) would be allowed to utilize septic and well as an alternative to municipal water and sewer.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	5/15/2024	Ordinance
Ordinance - TA Approved	5/16/2024	Ordinance



Town of Southwest Ranches Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

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ORDINANCE NO. 2024-___

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8-P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S. 163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)

WHEREAS, the Town Council desires to allow for the most economical municipal potable water supply and sanitary sewage treatment services within the US Highway 27 Business Category; and

WHEREAS, the Town of Southwest Ranches Comprehensive Plan Advisory Board reviewed the proposed amendment at its May 16, 2024 meeting and recommended approval; and

WHEREAS, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on May 23, 2024 and recommended that the Town Council adopt the proposed Ordinance.

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

Section 1: Ratification. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2: Amendment. Part 1. of the Future Land Use Element entitled, " Goals, Objectives and Policies", is hereby amended as follows:

FLUE POLICY 1.8-p: All land designated US Highway 27 Business shall be connected to, or ~~shall enter into~~ be the subject of a binding agreement providing for the connection to, ~~the City of Sunrise a municipal water and sewer systems~~ prior to issuance of any permit for the construction of any building ~~or roofed structure~~. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Section 3: Amendment. Part 2. of the Future Land Use Element entitled, "Permitted Uses in Future Land Use Categories", is hereby amended as follows:

5. US HIGHWAY 27 BUSINESS CATEGORY

* * *

A. Performance Standards.

1. Development shall not generate levels of noise, vibration, odor, dust, fumes, smoke, glare, or night-time illumination that are incompatible with residential land uses east of US Highway 27.
2. ~~City of Sunrise Municipal~~ municipal sanitary sewer and potable facilities must be in place, or the provision of municipal ~~City of Sunrise~~ sanitary sewer and potable facilities must be the subject of a binding agreement with a municipality, ~~with the City of Sunrise~~ to serve any parcel designated US Highway 27 Business; prior to issuance of any permit for the construction of any building ~~or roofed structure~~. Such service must be in place prior to the issuance of a certificate of occupancy, temporary or otherwise.

Section 4: F.S. Chapter 163 Transmittal. That the Town Planner is hereby directed to transmit the amendment to the state land planning agency under the expedited state review procedure.

Section 5: Recertification. That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element upon adoption of the amendment.

Section 6: 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 7: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

Section 8: Effective Date. This Ordinance shall take effect 31 days after the state land planning agency notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

PASSED ON FIRST READING this ___ day of _____, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2024, on a motion made by _____ and seconded by _____.

(Signatures on following page)

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.020.2024

Ordinance No. 2024-__

Page 4 of 4



Town of Southwest Ranches
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Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñoz, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 5/23/2024
SUBJECT: Charter Amendments

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

Article VII, Section 7.02 (a) (1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by ordinance propose amendments to the Town's Charter. Upon passage of the initiating ordinance the proposed amendments shall be submitted to a vote of the electors at the next general election.

Following the Town's 2021 Charter Review Committee's review, the Town Council has authorized the Town Administrator to seek approval from the Supervisor of Elections to have these Charter Amendments placed on the November 5, 2024, general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

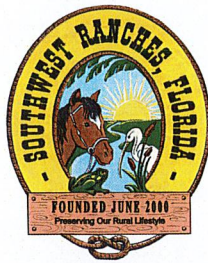
Fiscal Impact/Analysis

Staff Contact:

Keith Poliakoff, Town Attorney
Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact	5/17/2024	Backup Material
Ordinance First Reading - TA Approved - FINAL	5/17/2024	Ordinance



Town of Southwest Ranches Business Impact Estimate Form

This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT: TO AMEND ARTICLE I "CORPORATE EXISTENCE" SECTION 1.01 TO CLARIFY THAT THE TOWN ALSO SEEKS TO PROMOTE THE AGRICULTURAL AND EQUESTRIAN CHARACTER OF THE TOWN AND TO ADD THIS LANGUAGE TO ARTICLE VI "ELECTIONS" SECTION 6.01 (H) "OATH"; TO AMEND ARTICLE VI "ELECTIONS" SECTION 6.01 (G) TO CLARIFY THAT THE TERM OF OFFICE SHALL NOT COMMENCE UNTIL THE ELECTION RESULTS HAVE BEEN CERTIFIED; TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.02(C) TO CLARIFY THAT CHARTER AMENDMENTS REQUIRE "AT LEAST" SIXTY (60) PERCENT APPROVAL FROM THE VOTERS; TO AMEND ARTICLE IX "TRANSITION" TO RENAME ARTICLE IX "ASSESSMENTS AND TAXATION" AND TO REMOVE ALL OF THE OUTDATED CORPORATE FORMATION LANGUAGE CONTAINED IN SECTIONS 9.02 THROUGH 9.07; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2024 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information/methodology for preparation, if any:

ORDINANCE NO. 2024-

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT: TO AMEND ARTICLE I "CORPORATE EXISTENCE" SECTION 1.01 TO CLARIFY THAT THE TOWN ALSO SEEKS TO PROMOTE THE AGRICULTURAL AND EQUESTRIAN CHARACTER OF THE TOWN AND TO ADD THIS LANGUAGE TO ARTICLE VI "ELECTIONS" SECTION 6.01 (H) "OATH"; TO AMEND ARTICLE VI "ELECTIONS" SECTION 6.01 (G) TO CLARIFY THAT THE TERM OF OFFICE SHALL NOT COMMENCE UNTIL THE ELECTION RESULTS HAVE BEEN CERTIFIED; TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.02(C) TO CLARIFY THAT CHARTER AMENDMENTS REQUIRE "AT LEAST" SIXTY (60) PERCENT APPROVAL FROM THE VOTERS; TO AMEND ARTICLE IX "TRANSITION" TO RENAME ARTICLE IX "ASSESSMENTS AND TAXATION" AND TO REMOVE ALL OF THE OUTDATED CORPORATE FORMATION LANGUAGE CONTAINED IN SECTIONS 9.02 THROUGH 9.07; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2024 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 7.02 (a) (1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by Ordinance propose amendments to the Town's Charter; and

WHEREAS, upon passage of the initiating ordinance the proposed amendments shall be submitted to a vote of the electors at the next general election; and

WHEREAS, following the Town's 2021 Charter Review Committee's review, the

Town Council has authorized the Town Administrator to seek approval from the Supervisor of Elections to have these Charter Amendments placed on the November 5, 2024, general election ballot, to allow the Town's electorate to determine if the Charter should be amended; and

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The Town Council hereby directs the Town Administrator to prepare a referendum for the November 5, 2024 general election proposing amendments to the Town's Charter, as set forth in Exhibit "A" attached, and in accordance with the Ballot Questions contained in Exhibit "B", attached hereto, with such changes as may be required by the Supervisor of Elections' Office to effectuate the intent of this Ordinance.

Section 3. The Town Council hereby directs the Town Administrator to seek approval from the Supervisor of Elections to place these proposed Charter Amendments on the general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

Section 4. Codification.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Charter of the Town, and that the Sections of this

ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 5. Severability

If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. Conflicts.

That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date.

That this Ordinance shall take effect immediately upon adoption.

Signatures on Following Page

PASSED ON FIRST READING this ___ day of May, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of June, 2024 on a motion made by _____ and seconded by _____.

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

Steve Breitkruez, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.026.2024

EXHIBIT "A"

CHARTER AMENDMENTS

The Electorate shall be asked whether the Charter should be amended to effectuate the following changes:

1. Section 1.01– Corporate existence.

In order to preserve, protect, promote, and to enhance the quality of life and the rural residential, agricultural, and equestrian character of Southwest Ranches, a municipal corporation known as Town of Southwest Ranches (the "Town") is hereby created pursuant to the Constitution of the State of Florida (the "State"). The corporate existence of the Town shall commence upon the adoption of this Charter by the electorate pursuant to [former] section 9.01 of this charter.

2. Section 6.01(h) – Oath.

All elected officers, before entering upon their duties, shall take and subscribe to the following oath of office:

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida, and the Charter of the Town of Southwest Ranches; and will protect the rural residential, agricultural, and equestrian character of the Town; that I am duly qualified to hold office under the Constitution of the State and the Charter of the Town of Southwest Ranches; and that I will well and faithfully perform the duties of (Mayor or Council member) upon which I am now about to enter. (So help me God.)

3. Section 6.01(g) – Commencement of Terms.

The term of office of any elected official shall commence immediately after the certification of the election results.

4. Section 7.02(c) – Results of the election.

If at least sixty (60) percent of the qualified electors voting on a proposed amendment votes for its adoption, it shall be considered adopted upon certification of the election results. If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

5. ARTICLE IX - Transition.

~~ARTICLE IX – Transition~~ Assessments and Taxation.

Section 9.01 – Creation and establishment of Town.

For the purpose of compliance with Florida Statutes relating to assessment and collection of ad valorem taxes, the Town is hereby created and established effective June 6, 2000.

~~Section 9.02. – Temporary nature of Article.~~

~~The following sections of this Article are inserted solely for the purpose of effecting the incorporation of the Town and the transition to a new municipal government. Each section of this Article shall automatically, and without further vote or act of the electors of the Town, become ineffective and no longer a part of this Charter at such time as the implementation of such section has been accomplished.~~

~~Section 9.03. – Interim adoption of codes and ordinances.~~

~~Until otherwise modified or replaced by this Charter or the Council, all codes, ordinances, and resolutions of Broward County, Florida, in effect on the day of adoption of this Charter shall, to the extent applicable to the Town, remain in force and effect as municipal codes, ordinances, and resolutions of the Town. Until otherwise determined by the Council, said codes, ordinances, and resolutions shall be applied, interpreted, and implemented by the Town in a manner consistent with established policies of Broward County on the date of this Charter.~~

~~Section 9.04. – Taxes and fees.~~

~~Until otherwise modified by the Council, all municipal taxes and fees imposed within the Town boundaries by the County as the municipal government for unincorporated Broward County, which taxes and fees are in effect on the date of adoption of this Charter, shall continue at the same rate and on the same conditions as if those taxes and fees had been adopted and assessed by the Town.~~

~~Section 9.05. — State shared revenues.~~

~~The Town shall be entitled to participate in all shared revenue programs of the State, effective immediately on the date of incorporation. The provisions of F.S. § 218.23, shall be waived for the purpose of eligibility to receive revenue sharing from the date of incorporation through the end of the State fiscal year 2001-2002. The provisions of F.S. § 218.26(3), shall be waived for the fiscal year 2001-2002, and the apportionment factors for the municipalities and counties shall be recalculated pursuant to F.S. § 218.245. The initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research as of the effective date of this Charter. Should the bureau be unable to provide an appropriate population estimate, the initial population for calculating eligibility for shared revenues shall be established at the level of 9,000.~~

~~Section 9.06. — Gas tax revenues.~~

~~Notwithstanding the requirements of F.S. § 336.025, to the contrary, the Town shall be entitled to receive local option gas tax revenues beginning October 1, 2000. These revenues shall be distributed in accordance with the interlocal agreement with Broward County.~~

~~Section 9.07. — Shared revenues.~~

~~Broward County shall distribute to the Town, from taxes, franchise fees, and ad valorem taxes, revenues collected within the municipal boundaries of the Town. This calculation shall be based upon a population projection of 9,000 in anticipation of the year 2000 census.~~

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EXHIBIT "B"

**SAMPLE BALLOT QUESTION
GENERAL ELECTION
NOVEMBER 5, 2024**

SOUTHWEST RANCHES
AMENDMENT #1
CORPORATE EXISTENCE & OATH OF OFFICE.

Should the Charter of the Town of Southwest Ranches be amended to include the promotion of the Town's agricultural and equestrian character.

Shall the above-described amendment be adopted?

YES
NO

SOUTHWEST RANCHES
AMENDMENT #2
COMMENCEMENT OF TERMS.

Should the Charter of the Town of Southwest Ranches be amended to clarify that term of office shall not commence until the election results have been certified.

Shall the above-described amendment be adopted?

YES
NO

SOUTHWEST RANCHES
AMENDMENT #3
RESULTS OF THE ELECTION.

Should the Charter of the Town of Southwest Ranches be amended to clarify that Charter Amendments require at least sixty (60) percent approval by the voters.

Shall the above-described amendment be adopted?

YES
NO

SOUTHWEST RANCHES
AMENDMENT #4
TRANSITION.

Should the Charter of the Town of Southwest Ranches be amended to rename the Town's original Transition Article and to eliminate all of the outdated corporate formation language.

Shall the above-described amendment be adopted?

YES
NO



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
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñoz, Town Administrator
FROM: Russell C. Muñoz, Town Administrator
DATE: 5/9/2024
SUBJECT: Project Management Services - Sage Consult, LLC

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town has several major projects that require a diversity of expertise to ensure successful completion within desired timelines and was a recipient of American Rescue Plan Act (ARPA) funds in excess of \$3 million dollars which have been earmarked for several key capital projects. The Act requires that all funds be obligated by December 31, 2024.

Sage Consult, LLC (CONSULTANT) will provide administrative support to the Town Administrator on ARPA and non-ARPA projects including, but not limited to, the construction of a public safety facility, construction of an accessory building, public private partnership at the West Broward Industrial Park property, and strategic planning.

The Agreement between the parties, attached hereto as Exhibit "1", sets forth the parties' understanding and agreement for project management services assigned by the Town Administrator for the Initial Term, to wit, June 1, 2024 through May 31, 2025; and

CONSULTANT and the Town desire to enter into the Consulting Agreement for project management services under the terms and conditions set forth hereinafter.

Fiscal Impact/Analysis

No fiscal impact. The Town anticipates salary savings to be in excess of the FY2024 estimated consulting services cost of \$25,000.

Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	5/17/2024	Resolution
Exhibit 1 - Agreement	5/17/2024	Exhibit
Sage Consult Scope of Work and Fee Proposal	5/16/2024	Exhibit

RESOLUTION NO. 2024 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONSULTING AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SAGE CONSULT, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR SAGE CONSULT, LLC TO PROVIDE PROJECT MANAGEMENT SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has several major projects that require a diversity of expertise to ensure successful completion within desired timelines; and

WHEREAS, the Town was a recipient of American Rescue Plan Act (ARPA) funds in excess of \$3 million dollars which have been earmarked for several key capital projects; and

WHEREAS, the Act requires that all funds be obligated by December 31, 2024; and

WHEREAS, Sage Consult, LLC (**CONSULTANT**) will provide administrative support to the Town Administrator on ARPA and non-ARPA projects including, but not limited to, the construction of a public safety facility, construction of an accessory building, public private partnership at the West Broward Industrial Park property, and strategic planning; and

WHEREAS, the Agreement between the parties, attached hereto as Exhibit "1", sets forth the parties' understanding and agreement for project management services assigned by the Town Administrator for the Initial Term, to wit, June 1, 2024 through May 31, 2025; and

WHEREAS, CONSULTANT and the Town desire to enter into the Consulting Agreement for project management services 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. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into a project management services Consulting Agreement with Sage Consult, LLC, in substantially the same form as that attached hereto as Exhibit "1" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23 day of May , 2024, on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.023.2024

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

**AGREEMENT FOR
“BUSINESS CONSULTING”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of May 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Sage Consult, LLC, a Florida limited liability company (hereinafter referred to as “Sage or Consultant”).

WHEREAS, the Town desires to contract services to provide professional business consulting services related to the field of public and private sector business processes, business development, strategic planning, and project management; and

WHEREAS, the Town has adopted Resolution No. 2024- ____ at a public meeting of the Town Council approving the agreement with Sage Consult, LLC.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Sage hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, Sage agrees to perform the duties and responsibilities as defined herein (“Work”). This Agreement, as well as all Exhibits, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Sage shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Sage shall perform the Work in strict accordance with the requirements of this Agreement, all the Contract Documents, for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Sage agree that Sage shall perform all Work under this Agreement for professional business consulting services related to the field of public and private sector business processes, business development, strategic planning, and project management.
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 17: Termination.”

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

- 2.3 Sage shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Sage is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Sage to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Sage waives any and all other claims against Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Sage, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The initial term of the contract will be twelve (12) months. The Parties may renew this Agreement by written agreement of the Parties for such periods as mutually-acceptable (each such period, a “**Renewal**”). The Initial Term, plus the Renewal(s) shall be referred to as the “**Term**”.
- 2.6 Section 3: Compensation & Method of Payment**
- 3.1 Consultant shall render all Work to the Town under the Agreement as described in the performance of services (the FEE or the FEES”) as set forth on Appendix A.
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Sage shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Sage in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Sage agree that payment will be subject to (a) the delivery of an invoice by Sage to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.
- 3.5 A monthly payment invoice must be accompanied by written notice from Sage that the Work is complete. Sage’s obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Sage’s performance of the Work entitling the Town to a set-off the amount

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

due. No payment will be made for Work performed by Sage to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Sage without prior written approval of the Town.

Section 4: Assignment

4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, at the Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Sage, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

5.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Sage shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.

5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

5.4 All Insurance Policies shall be endorsed to provide that (a) Sage's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Sage's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Sage shall not be acceptable for providing the required insurance coverages of this Agreement.

5.5 If Sage fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Sage shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

5.6 Sage shall carry the following minimum types of Insurance:

A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. If applicable, Sage shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Sage shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Sage shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.
- 5.7 Sage shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 5.8 Sage's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 5.9 Sage's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

- 5.10 If any of Sage’s Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Sage shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Sage’s initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Sage’s renewal policies.
- 5.13 **UPON EXECUTION OF THIS AGREEMENT, SAGE SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND SAGE’S WORK UNDER THE AGREEMENT.**
- 5.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter’s rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 5.16 Sage shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Agreement, Sage’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 6: Copyrights and Patent Rights

Sage warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Sage agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Sage agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

Section 8: Taxes and Costs

All federal, state, and local taxes relating to Sage’s Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by Sage.

Section 9: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Sage shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Sage and persons employed or utilized by Sage in the performance of the Work or anyone else for whose actions Sage may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, Sage’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 10: Non-discrimination

Sage shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Sage shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Sage shall comply with all applicable sections of the Americans with Disabilities Act. Sage agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the vendor, its successors, transferees, and assigns for the period which Work is provided. Sage further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town’s Sovereign Immunity defense or the Town’s immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys’ Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney’s fees and costs and expert witness fees and costs incurred.

Section 13 No Third-Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Sage for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Sage agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Sage agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Sage agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Sage further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Sage represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Sage to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

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

Sage's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF SAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954)434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Sage with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. If this Agreement is terminated by Town for Convenience, Sage shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Sage in any legal proceeding against Town. Upon being notified of the Town's election to terminate, Sage shall immediately cease performing any further Work or incurring additional expenses. Sage acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Sage, is given as specific consideration to Sage for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Sage, Town shall provide Sage with written notice of its material breach. Sage shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Sage does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Sage's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or

TOWN OF SOUTHWEST RANCHES, FLORIDA
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SAGE CONSULT, LLC

federal laws, violation of Town’s policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Sage for cause as provided for in this Section, and Town’s termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Sage shall solely be paid and Sage’s damages are solely limited to the compensation Sage would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Sage with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Sage for lack of funds as provided for in this Section, and Town’s termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Sage shall solely be paid and Sage’s damages are solely limited to the compensation Sage would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Sage’s violation of the Public Records Act;
2. Sage’s insolvency, bankruptcy or receivership;
3. Sage’s violation or non-compliance with Section 10 of this Agreement;
4. Sage’s failure to maintain any Insurance required by Section 5 of this Agreement; or
5. Sage’s violation of Section 18 of this Agreement.

If Sage’s services are terminated, the termination will not affect any rights or remedies of the Town against Sage, then existing, or which may thereafter accrue. Any retention or payment of moneys due Sage by the Town will not release Sage from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” Violation of this section by Sage shall result in Town’s immediate termination of this Agreement.

Section 19: Use of Awarded Proposal by Other Governmental Entities

Sage agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Sage’s provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Agreement

The Town and Sage may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Sage, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 21: No Waiver of Rights

Neither the Town’s review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town’s rights under this Agreement or of any causes of action arising out Sage’s performance of the Work under this Agreement, and Sage shall be and remain liable to the Town for all damages to the Town caused by Sage’s negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town’s review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 23: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, THE SAGE AND THE TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of the Sage’s obligations under this Agreement.

Section 26: Days

The terms “days” as referenced in this Agreement shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 28: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Sage's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Sage within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Sage and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and the reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN

TOWN OF SOUTHWEST RANCHES, FLORIDA
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SAGE CONSULT, LLC

STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Sage and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Sage:

Sage Consult LLC
2805 E. Oakland Park Blvd.
Suite 348,
Fort Lauderdale, FL 33306
Email address: ajcohen@sageconsultllc.com

Section 32: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Sage and all persons or entities employed or otherwise retained by Sage are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Sage, whether finished or unfinished, shall become the property of Town and shall be delivered by Sage to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Sage shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Sage pursuant to this Contract shall be subject to the supervision of consultant. In providing such services, neither the Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services

TOWN OF SOUTHWEST RANCHES, FLORIDA
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SAGE CONSULT, LLC

rendered under this Contract shall be exclusively and solely those of consultant. This Contract shall not constitute or make the Town and Sage a partnership or joint venture.

- C. Conflicts.** Neither Sage nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sage's loyal and conscientious exercise of judgment related to its performance under this Contract. Sage agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Sage agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Sage or any other person from representing themselves in any action or in any administrative or legal proceeding.
- D. Contingency Fee.** Sage warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Sage, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Sage, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** The Town and Sage agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- F. Joint Preparation.** The Town and Sage both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- G. Drug-Free Workplace.** Sage shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf

TOWN OF SOUTHWEST RANCHES, FLORIDA
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SAGE CONSULT, LLC

of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Sage shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
CONSULTING AGREEMENT
SAGE CONSULT, LLC

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: SAGE CONSULT, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of May 2024.

WITNESSES:

SAGE CONSULT, LLC:

By: _____
_____, _____ (title)
___ day of _____ 2024

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
___ day of _____ 2024

By: _____
Russell Muñiz, Town Administrator
___ day of _____ 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.027.2024

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Proposal For Project Management Services

**Presented to
Town of Southwest Ranches, FL**

April 18, 2024

DRAFT

Sage Consult LLC
2805 E. Oakland Park Blvd. Suite 348
Fort Lauderdale, FL 33306

Sage Consult Contact: Alan Cohen, Managing Partner
ajcohen@sageconsultllc.com
607-279-7725



Scope of Work

Sage Consult LLC (Sage) proposes to provide project management (PM) services to the Town of Southwest Ranches (Town) for a variety of identified projects, including but not limited to projects in the Town's Capital Improvement Plan (CIP). Sage understands that the Town plans on hiring a new Project Manager. The purpose of this proposal is to, in the interim, offer PM services to the Town in order to maintain project momentum, particularly for those projects that have deadlines (e.g., ARPA-funded projects). Sage can also jumpstart new projects that are established priorities for the Town. In all cases, Sage would conduct its work with the intent of both moving projects forward and, when instructed by the Town Administrator, handing over project records to the new Project Manager so he or she can seamlessly take them over.

Project management services will include such tasks as assisting with land acquisition, developing project schedules, managing the programming and project design processes, assisting Town staff with procurement, overseeing the development of project cost estimates, overseeing construction activities, and holding contractors accountable for all deliverables, including paperwork. Possible projects that Sage can provide PM services for include the new Fire Station/EOC, the Southwest Meadows Sanctuary restroom, the new Town Hall storage facility, coordination of the Public-Private Partnership between the Town and BBX Logistics, and the possible extension of municipal water service on the west side of the Town.

If Sage is awarded a contract with the Town, Sage will review all available project materials and previous meeting minutes and will meet with Town staff and other relevant stakeholders to get up to speed on each assigned project. Sage will develop a workplan outline for each project, to be reviewed and approved by the Town Administrator, and then execute each plan. Sage will provide monthly reports to the Town Administrator regarding the status of each assigned project.

Term

The initial term for the PM services contract will be one year from date of contract execution. If the Town and Sage mutually agree in writing, the contract can be extended in six-month increments. As previously stated, it is understood that the Town is planning on hiring a Project Manager. The Town may cancel the PM services contract at any time, with all earned-to-date revenues to be paid to Sage.



Participating Consultants

Services will be provided by Sage Consult LLC Managing Partner Alan Cohen and Consultant Andy Berns.

Contact Information: Alan Cohen, ajcohen@sageconsultllc.com, (607) 279-7725
Andrew Berns, andyberns@hotmail.com, (954) 471-6573

Bios

Andy Berns most recently served for over 11½ years as the Town Administrator of Southwest Ranches, Florida, from June of 2012 to December of 2023. During that time, he served as the chief administrative officer, responsible for all Town functions and staff, while being responsive to the Mayor and Town Council.

Prior to joining the Town, Andy served as the Public and Economic Affairs Officer for the City of Tamarac. His responsibilities there included Public Information, Community Outreach and Economic Development. He served in Tamarac from 2005 through 2012.

Before he began serving in municipal government, Andy enjoyed success in the private sector. Previously he was the owner/operator of a franchise sign business, and a partner in a computer forms and supplies business. He has also worked in the Fortune 500 world for Prudential Property and Casualty.

This diverse background has given Andy a rich background, allowing him to understand both the business and municipal worlds, and allowing him to facilitate mutually beneficial outcomes.

He has a Bachelor's degree in Management Science from Kean University in New Jersey and a Master in Public Administration from Florida Atlantic University.

Andy and his wife Melissa live in Delray Beach, Florida and enjoy traveling, good food, and family time. Son Dylan and his wife Samantha reside in Boca Raton.



Alan J. Cohen has over 30 years of management experience in the public and private sectors.

Alan's previous public sector experience includes serving as City Manager of Sunrise, FL, City Manager of Sunny Isles Beach, FL, Mayor of the City of Ithaca, NY, and Assistant County Administrator of Broward County, FL. During his tenure in these roles, he worked on a myriad of issues related to municipal administration, and developed expertise in several areas, including organizational transformation, strategic planning, financial restructuring, sustainability/resiliency, resident engagement, public safety, diversity/inclusion, and economic/community development/revitalization. Regarding the latter, Alan has led or otherwise been integrally involved in a variety of development projects worth over \$6 billion.

In the private sector, Alan formally operated Cohen Consulting, which provided executive-level transitional management services and management consulting on strategy, business and organizational development, and public relations for a diverse client base including Fortune 500 companies, tech start-ups and public sector entities. Previous to that Alan worked in the hospitality industry, including owning a restaurant, and was also involved in real estate management.

Alan has been an active volunteer throughout his life, serving on the boards of organizations focused on hunger and poverty relief, affordable housing, education, the performing arts, and business development, in addition to numerous public sector committees/task forces. He provided pro-bono consulting for several cities and organizations in Ukraine and served for many years as a volunteer firefighter.

Alan received a Bachelor of Science in Business Management from Cornell University and a Master of Business Administration from the HEC School of Management in Paris, with a focus on Strategy.



Cost Proposal

Project Fees:

Sage Consult LLC is pleased to offer its PM services for \$140/hour, which will be billed in 15-minute increments. Travel time to and from Town Hall and project sites that does not include other work activities will be billed at \$35/hour.

Expenses:

All documents will be supplied in electronic format (MS Word, Excel, PowerPoint, PDF, etc.). Any reproduction of documents will be the responsibility of the Town. Any expenses incurred by Sage will have to be pre-approved by the Town Administrator.

Payment Schedule:

Sage will invoice the Town on a monthly basis. Invoices are in accordance with the Florida Prompt Payment Act.

Payments to Sage will be done by check.

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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*
David S. Kuczenski, Esq., *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *Council Member*
Gary Jablonski, *Council Member*

Russell C. Muniz, MBA, MPA, *Town Administrator*
Keith M. Poliakoff, JD, *Town Attorney*
Debra M. Ruesga, *Town Clerk*
Emil C. Lopez, CPM, *Town Financial Administrator*

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 5/23/2024
SUBJECT: Selection of Special Magistrate

Recommendation

Town Council consideration for approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

In accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Enforcement Hearings.

The Town has been fortunate to have had Eugene Steinfeld, Esq., as the Town's Special Magistrate for nearly twenty-four years and Mr. Steinfeld has advised the Town that he wishes to resign as the Town's Special Magistrate.

The Town has issued a request for proposals for a new Special Magistrate and after carefully reviewing the responses, the Town Attorney, in accordance with Section 2-150(a) of the Town Code, recommends the selection of Michael Garcia, Esq., of Michael Garcia, PA, to serve as the Town's Special Magistrate.

Fiscal Impact/Analysis

The Special Magistrate's hourly rate is recovered within the Town's hearing fee schedule.
Account #001-2300-524-31010

Staff Contact:

Keith Poliakoff, Town Attorney
Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution- Special Magistrate - TA Approved	5/17/2024	Resolution
Exhibit A - Agreement	5/2/2024	Exhibit

RESOLUTION NO. 2024-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE RESIGNATION OF EUGENE STEINFELD, ESQ., OF EUGENE M. STEINFELD, ATTORNEY AT LAW, PA, AS THE TOWN'S SPECIAL MAGISTRATE; APPOINTING MICHAEL GARCIA, ESQ., OF MICHAEL GARCIA, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH MICHAEL GARCIA, PA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Enforcement Hearings; and

WHEREAS, the Town has been fortunate to have had Eugene Steinfeld, Esq., as the Town's Special Magistrate for nearly twenty-four years; and

WHEREAS, Mr. Steinfeld has advised the Town that he wishes to resign as the Town's Special Magistrate; and

WHEREAS, the Town has issued a request for proposals for a new Special Magistrate; and

WHEREAS, after carefully reviewing the responses, the Town Attorney, in accordance with Section 2-150(a) of the Town Code, recommends the selection of Michael Garcia, Esq., of Michael Garcia, PA, to serve as the Town's Special Magistrate; and

WHEREAS, the Town Council accepts the resignation of Eugene Steinfeld, Esq., and the appointment of Michael Garcia, Esq. as the Town's Special Magistrate, as further stated herein;

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Town Council hereby accepts the resignation of Eugene Steinfeld, Esq., of Eugene M. Steinfeld, Attorney at Law, PA, as the Special Magistrate of the Town, and thanks Mr. Steinfeld for his nearly twenty-four years of dedicated service to the Town.

SECTION 3. The Town Council hereby accepts the recommendation of the Town Attorney and appoints Michael Garcia, Esq., of Michael Garcia PA, as the Special Magistrate of the Town, in accordance with Chapter 162, Florida Statutes.

SECTION 4. The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with Michael Garcia, PA, for Special Magistrate services, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 23rd day of May, 2024, on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2024.19

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SPECIAL MAGISTRATE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of May 2024, by and between the Town of Southwest Ranches, a Florida municipal corporation, hereinafter referred to as "TOWN" and Michael Garcia, Esquire, of Michael Garcia PA, hereinafter referred to as "SPECIAL MAGISTRATE".

WHEREAS, the TOWN and SPECIAL MAGISTRATE desire to enter into an Agreement wherein Michael Garcia, Esq., under his Firm Michael Garcia PA, shall act in the capacity of Special Magistrate in code enforcement related matters within the jurisdictional boundaries of the TOWN; and

WHEREAS, Chapter 162, Florida Statutes, provides that municipalities shall appoint Special Magistrates to provide over code enforcement citations; and

WHEREAS, the Town Council has appointed Michael Garcia, Esq. to act as the TOWN's SPECIAL MAGISTRATE for code enforcement cases; and

WHEREAS, the TOWN and Michael Garcia, Esq., under his law firm Michael Garcia, PA wishes to enter into this Agreement in order to set out the terms and conditions under which Eugene Steinfeld will serve as SPECIAL MASTER.

NOW, therefore, in consideration of the terms and conditions hereafter set forth and the mutual promises set forth herein, TOWN and SPECIAL MAGISTRATE agree as follows:

1. SERVICES:

A. SPECIAL MAGISTRATE hereby agrees to provide Special Magistrate services for TOWN by adjudicating code enforcement issues that may be assigned to SPECIAL MAGISTRATE by TOWN.

B. SPECIAL MAGISTRATE hereby agrees to produce, within five (5) business days from the conclusion of each hearing, a written order, which shall include findings of fact and conclusions of law, which shall be furnished to all parties.

C. SPECIAL MAGISTRATE hereby acknowledges that he is an independent contractor under this Agreement. Services provided by SPECIAL MAGISTRATE shall not be construed such that SPECIAL MAGISTRATE is an officer or an employee of the TOWN.

D. SPECIAL MAGISTRATE hereby acknowledges that he is a member in good standing of the Florida Bar engaged in the private practice of law. Further, SPECIAL MAGISTRATE acknowledges that he has no existing client relationship which would pose a conflict of interest as to his service as a Special Master for TOWN.

2. PAYMENT:

A. TOWN hereby agrees to pay SPECIAL MAGISTRATE \$175.00 per hour or the fractional part thereof for time spent by the SPECIAL MAGISTRATE for attendance at said hearings and \$175.00 per hour for any other work including, but not limited to, preparation and research for Special Magistrate hearings and for drafting appropriate orders and documents which result from said hearings.

B. SPECIAL MAGISTRATE hereby agrees to provide the TOWN and the Town Administrator with a monthly invoice outlining the services provided in six minute time increments as contemplated by this Agreement.

C. Payment shall be mailed by TOWN to SPECIAL MASTER at:

Michael Garcia, PA
Attn: Michael Garcia, Esq.
888 SE 3rd Ave. Unit 400d
Fort Lauderdale, FL 33316

3. TERMS OF AGREEMENT:

A. This Agreement shall commence and be effective upon the date of approval by the Town Council.

B. This Agreement may be terminated by either party at will upon thirty (30) days written notice to the other party. The SPECIAL MAGISTRATE hereby agrees that he shall, however, complete any hearings and complete written orders as to any code enforcement case for which hearings have commenced and/or completed.

4. PUBLIC RECORDS:

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

To the extent that The SPECIAL MAGISTRATE has been provided access to or has received security sensitive information, as defined by *Florida Statutes*, Section 119.071, the SPECIAL MAGISTRATE shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by *Florida Statutes*.

The Special Magistrate agrees to keep and maintain public records required by the Town to perform the service in the SPECIAL MAGISTRATE's possession or control in connection with the SPECIAL MAGISTRATE's performance under this agreement, and upon the request from the

Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The SPECIAL MAGISTRATE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the SPECIAL MAGISTRATE does not transfer the records to the Town.

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

The SPECIAL MAGISTRATE's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the agreement by the Town.

IF THE SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

5. INSURANCE

5.1 Throughout the term of this agreement and during applicable statute of limitation periods, the SPECIAL MAGISTRATE shall maintain, in full force and effect, insurance coverages required within the agreement.

5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330-2628

5.4 All Insurance Policies shall be endorsed to provide that (a) the SPECIAL MAGISTRATE's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) the SPECIAL MAGISTRATE's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the

insurer's limit of liability. Self-insurance by the SPECIAL MAGISTRATE shall not be acceptable for providing the required insurance coverages of this agreement.

5.5 If the SPECIAL MAGISTRATE fails to submit the required insurance certificate, in the manner prescribed within the executed agreement, at the time of execution of this agreement, the SPECIAL MAGISTRATE shall be deemed in default, and the agreement shall be cancelled or rescinded without liability of the Town.

5.6 the SPECIAL MAGISTRATE shall carry the following minimum types of insurance:

- A. **WORKER'S COMPENSATION:** If required by law, Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. the SPECIAL MAGISTRATE shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** the SPECIAL MAGISTRATE shall carry business automobile liability insurance with minimum limits of **Two Hundred and Fifty Thousand Dollars (\$250,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as

filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** the SPECIAL MAGISTRATE shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

5.7 The SPECIAL MAGISTRATE shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 The SPECIAL MAGISTRATE's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 The SPECIAL MAGISTRATE's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of the SPECIAL MAGISTRATE's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 the SPECIAL MAGISTRATE shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued

directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of the SPECIAL MAGISTRATE's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Consultant's applicable renewal policies.

5.13 UPON EXECUTION OF THIS CONTRACT, THE SPECIAL MAGISTRATE SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT'S WORK UNDER THE CONTRACT.

5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

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

5.16 The SPECIAL MAGISTRATE shall ensure that any company issuing insurance to satisfy the requirements contained in this agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.

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

5.18 Notwithstanding any other provisions of this agreement, the SPECIAL MAGISTRATE's obligation to maintain all required insurance as specified in this Section of the agreement shall survive the expiration or earlier termination of this agreement.

6. ASSIGNMENTS:

SPECIAL MAGISTRATE hereby agrees that the services provided in this Agreement are personal to Michael Garcia, Esq. and may not be assigned or transferred to any other party.

7. AMENDMENTS:

No modification or amendment of this Agreement shall be effective unless the same is undertaken in a written document executed with the same formality as the herein Agreement and approved by the Town Council.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement.

Attest:

TOWN OF SOUTHWEST RANCHES

Debra Ruesga
Town Clerk

By: _____

Russell Muniz
Town Administrator

Approved as to Form:

By: _____
Keith M. Poliakoff
Town Attorney

SPECIAL MAGISTRATE

MICHAEL GARCIA, PA
By: Michael Garcia, Esq

Michael Garcia, Esq.
1001.2024.20

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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
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Russell C. Muniz, MBA, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra M. Ruesga, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emil C. Lopez, Town Financial Administrator
DATE: 5/23/2024
SUBJECT: Recommendation of Award - RFP 24.001 Town Newsletter Design, Print and Delivery

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

The Town Council with desirous intent to increase the number of pages of the newsletter ("Southwest Rancher") and to review its design, the Town published on March 1, 2024, a request for proposal (RFP No. 24-001) for Newsletter Design, Print, and Delivery services. Two (2) responses were received.

On May 1, 2024, the selection committee, at a publicly advertised meeting, reviewed and ranked the two (2) responses using the RFP selection criteria resulting in Minuteman Press of Hollywood as the top ranked firm thus recommending to award.

Fiscal Impact/Analysis

Minuteman Press of Hollywood's proposal totals fifty-one thousand six hundred seventy-two dollars and zero cents (\$51,672) annually as per appendix B (price schedule). The term of the agreement will be three (3) years with the option to renew it for an additional three (3) years.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	5/16/2024	Resolution
Exhibit A - Agreement TA Approved	5/17/2024	Exhibit
Notice of Recommended Award	5/16/2024	Exhibit
Criteria Scoring Tally	5/16/2024	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH TAIE, INC., D/B/A MINUTEMAN PRESS OF HOLLYWOOD IN THE AMOUNT OF FIFTY-ONE THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS AND ZERO CENTS (\$51,672.00) TO PROVIDE NEWSLETTER DESIGN, PRINT, AND DELIVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract services to provide professional services related to the Town’s newsletter design, print, and delivery; and

WHEREAS, on March 1, 2024, in furtherance of the Town’s Procurement Code, the Town published a request for proposal (RFP No. 24-001) seeking qualified firms for newsletter design, print, and delivery services; and

WHEREAS, on April 4, 2024, the Town received two (2) responses to its request for proposals; and

WHEREAS, on May 1, 2024, the Town’s selection committee, at a publicly advertised meeting, reviewed, and ranked the two (2) responses using the RFP selection criteria listed; and

WHEREAS, the Selection Committee is recommending Taie, Inc., d/b/a Minuteman Press of Hollywood as the top ranked vendor in accordance with the terms of this RFP; and

WHEREAS, Minuteman Press of Hollywood proposal totals fifty-one thousand six hundred seventy-two dollars and zero cents (\$51,672) annually; and

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

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

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

Section 2. The Town Council hereby approves an agreement with Taie, Inc., d/b/a Minuteman Press of Hollywood, in substantially the same form as that attached hereto as Exhibit "A", for Newsletter Design, Print, and Delivery services.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents, 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 May 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Jablonski _____
Hartmann _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.022.2024

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

TAIE, INC. D/B/A MINUTEMAN PRESS OF HOLLYWOOD

FOR

“RFP NO. 24-001 NEWSLETTER DESIGN, PRINT, AND DELIVERY”

AGREEMENT FOR

“RFP NO. 24-001 NEWSLETTER DESIGN, PRINT, AND DELIVERY”

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of May 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Taie, Inc, a Florida Corporation, d/b/a Minuteman Press of Hollywood (hereinafter referred to as “Minuteman”).

WHEREAS, the Town desires to contract services to provide professional services related to the Newsletter Design, Print, and Delivery; and

WHEREAS, the Town advertised a Request For Proposal, RFP No. 24-001 for Bids, on Friday, March 1, 2024; and

WHEREAS, the Town received two (2) bids prior to the April 4, 2024, 11 A.M. deadline; and

WHEREAS, on May 1, 2024, the Town’s selection committee, at a publicly advertised meeting, reviewed and ranked the two (2) responses; and

WHEREAS, the Town’s selection committee recommended, and the Town Council approved the selection of Minuteman as the Town’s top ranked vendor for Newsletter Design, Printing, and Delivery; and

WHEREAS, the Town has adopted Resolution No. 2024- _____ at a public meeting of the Town Council approving the recommended award and has selected d/b/a Minuteman Press of Hollywood for award of the services.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Minuteman hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, Minuteman agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFP, the vendor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the vendor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Minuteman shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Minuteman shall perform the Work in strict accordance with the requirements of this Agreement, and all the Contract Documents, for this type of

Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Minuteman agree that Minuteman shall perform all Work under this Agreement for
“RFP NO. 24-001 NEWSLETTER DESIGN, PRINT, AND DELIVERY”
- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 17: Termination.”
- 2.3 Minuteman shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Minuteman is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Minuteman to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Minuteman waives any and all other claims against Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Minuteman, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The term of the contract will be three (3) years with the option to renew it for an additional three (3) years.

Section 3: Compensation & Method of Payment

- 3.1 Vendor shall render all Work to the Town under the Agreement for a total, not to exceed, \$51,672 Dollars annually (“Contract Price”) as described in price schedule (Appendix B).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Minuteman shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Minuteman in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Minuteman agree that payment will be subject to (a) the delivery of an invoice by Minuteman to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or

Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

- 3.5 A monthly payment invoice must be accompanied by written notice from Minuteman that the Work is complete. Minuteman's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Minuteman's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Minuteman to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Minuteman without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, at the Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Minuteman, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Minuteman shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Minuteman's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Minuteman's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Minuteman shall not be acceptable for providing the required insurance coverages of this Agreement.
- 5.5 If Minuteman fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Minuteman

shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

- 5.6 Minuteman shall carry the following minimum types of Insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Minuteman shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Minuteman shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Minuteman shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent consultants, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
 - D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.
- 5.7 Minuteman shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 5.8 Minuteman’s Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

TOWN OF SOUTHWEST RANCHES, FLORIDA
NEWSLETTER DESIGN, PRINT, AND DELIVERY
RFP 24-001

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- 5.9 Minuteman’s Commercial General Liability Insurance policy shall be on an “occurrence” basis only and shall not be a “claims-made” policy.
- 5.10 If any of Minuteman’s Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Minuteman shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Minuteman’s initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Minuteman’s renewal policies.
- 5.13 **UPON EXECUTION OF THIS AGREEMENT, MINUTEMAN SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND MINUTEMAN’S WORK UNDER THE AGREEMENT.**
- 5.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter’s rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.
- 5.16 Minuteman shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

- 5.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Agreement, Minuteman’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 6: Copyrights and Patent Rights

Minuteman warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Minuteman agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Minuteman agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

Section 8: Taxes and Costs

All federal, state, and local taxes relating to Minuteman’s Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by Minuteman.

Section 9: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Minuteman shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Minuteman and persons employed or utilized by Minuteman in the performance of the Work or anyone else for whose actions Minuteman may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, Minuteman’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 10: Non-discrimination

Minuteman shall not discriminate against any client, employee, or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Minuteman shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Minuteman shall comply with all applicable sections of the Americans with Disabilities Act. Minuteman agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the vendor, its successors, transferees, and assigns for the period which Work is provided. Minuteman further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third-Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Minuteman for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Minuteman agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Minuteman agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Minuteman agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Minuteman further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Minuteman represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Minuteman to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

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

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

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

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

Minuteman's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE MINUTEMAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MINUTEMAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954)434-0008; EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Minuteman with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. If this Agreement is terminated by Town for Convenience, Minuteman shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice.

In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Minuteman in any legal proceeding against Town. Upon being notified of the Town's election to terminate, Minuteman shall immediately cease performing any further Work or incurring additional expenses. Minuteman acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Minuteman, is given as specific consideration to Minuteman for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Minuteman, Town shall provide Minuteman with written notice of its material breach. Minuteman shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Minuteman does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Minuteman's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Minuteman for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Minuteman shall solely be paid and Minuteman's damages are solely limited to the compensation Minuteman would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Minuteman with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Minuteman for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Minuteman shall solely be paid and Minuteman's damages are solely limited to the compensation Minuteman would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Minuteman's violation of the Public Records Act;
 2. Minuteman's insolvency, bankruptcy or receivership;
 3. Minuteman's violation or non-compliance with Section 10 of this Agreement;
 4. Minuteman's failure to maintain any Insurance required by Section 5 of this Agreement; or

5. Minuteman’s violation of Section 18 of this Agreement.

If Minuteman’s services are terminated, the termination will not affect any rights or remedies of the Town against Minuteman, then existing, or which may thereafter accrue. Any retention or payment of moneys due Minuteman by the Town will not release Minuteman from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” Violation of this section by Minuteman shall result in Town’s immediate termination of this Agreement.

Section 19: Use of Awarded Proposal by Other Governmental Entities

Minuteman agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Minuteman’s provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Agreement

The Town and Minuteman may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Minuteman, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 21: No Waiver of Rights

Neither the Town’s review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town’s rights under this Agreement or of any causes of action arising out Minuteman’s performance of the Work under this Agreement, and Minuteman shall be and remain liable to the Town for all damages to the Town caused by Minuteman’s negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town’s review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 23: WAIVER OF RIGHT TO JURY TRIAL

BY ENTERING INTO THIS AGREEMENT, THE MINUTEMAN AND THE TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of the Minuteman's obligations under this Agreement.

Section 26: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 28: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal, or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Minuteman's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a

copy furnished to Minuteman within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Minuteman and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and the reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Minuteman and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Minuteman:

Taie, Inc. d/b/a Minuteman Press of Hollywood
4171 N. State Rd 7
Hollywood, FL 33021

Section 32: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Minuteman and all persons or entities employed or otherwise retained by Minuteman are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Minuteman, whether finished or unfinished, shall become the property of Town and shall be delivered by Minuteman to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Minuteman shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Minuteman pursuant to this Contract shall be subject to the supervision of consultant. In providing such services, neither the Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of consultant. This Contract shall not constitute or make the Town and Minuteman a partnership or joint venture.
- C. Conflicts.** Neither Minuteman nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Minuteman's loyal and conscientious exercise of judgment related to its performance under this Contract. Minuteman agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Minuteman agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Minuteman or any other person from representing themselves in any action or in any administrative or legal proceeding.
- D. Contingency Fee.** Minuteman warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Minuteman, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Minuteman, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** The Town and Minuteman agree that each requirement, duty, and obligation set forth herein is substantial and important to the

formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- F. Joint Preparation.** The Town and Minuteman both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- G. Drug-Free Workplace.** Minuteman shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Minuteman shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
NEWSLETTER DESIGN, PRINT, AND DELIVERY
RFP 24-001

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: d/b/a MINUTEMAN PRESS OF HOLLYWOOD, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of May 2024.

WITNESSES:

MINUTEMAN:

By: _____
_____, _____ (title)
____ day of _____ 2024

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____ 2024

By: _____
Russell Muñiz, Town Administrator
____ day of _____ 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.028.2024



Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

Phone: (954) 434-0008

Fax: (954) 434-1490

Website: www.southwesteranches.org

NOTICE OF RECOMMENDED AWARD IN RESPONSE TO

RFP 24-001 – NEWSLETTER DESIGN, PRINT, AND DELIVERY

On April 04, 2024, the Town of Southwest Ranches received two (2) responses to its Request for Proposal (RFP) No. 24-001 relating to Newsletter Design, Print, and Delivery. On May 1, 2024, the Town's selection committee, at a publicly advertised meeting, reviewed and ranked the two (2) responses using the RFP selection criteria. In accordance with the terms of this RFP, Minutemen Press of Hollywood resulted as the top ranked bidder. It is anticipated that the award recommendation and proposed contract will be considered on the May 23, 2024, Town Council Agenda.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Town Clerk, (954) 434-0008, no later than four business days prior to such proceedings. If an individual is hearing or speech impaired, please call (800) 955-8771 (V-TDD).

Emil Lopez, Town Financial Administrator

Mayor Steve Breitkreuz • Vice Mayor David S. Kuczenski
Council Member Jim Allbritton • Council Member Gary Jablonski • Council Member Bob Hartmann
Town Administrator, Russell Muñiz

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TOWN OF SOUTHWEST RANCHES
RFP 24-001 Newsletter Design, Print, and Delivery
Selection Committee Meeting - Date 05/01/2024
Selection Criteria / Scoring

	Susan Kuts		Jennifer McCarty		Rich Strum	
	Minuteman Press	Island Syndicate	Minuteman Press	Island Syndicate	Minuteman Press	Island Syndicate
Cost - Max Points 40	40	20	40	25	38	18
Quality of Proposal Submission and Samples of Previous Work - Max Points 30	15	5	10	30	10	26
Qualifications - Max Points 20	20	20	20	20	10	16
References - Max Points 10	5	10	5	10	2	9
Grant Totals	80	55	75	85	60	69

Minuteman Press	215
Island Syndicate	209

Prepared by Emil Lopez
 Town Financial Administrator

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 11, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David S. Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Debra M. Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

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

3. Proclamation – Mayor’s Monarch Pledge Day

The Town presented a proclamation that recognized the fourth Thursday in January as the Mayors’ Monarch Pledge Day.

4. Proclamation – Sikh Awareness and Appreciation Month – April 2024

The Town presented a proclamation that recognized the month of April 2024 to be Sikh Awareness and Appreciation Month.

5. Presentation – 2024 Unity in Diversity 5k Run/Walk – Sikh Youth Association

A check in the amount of \$14,000 was presented to the Town of Southwest Ranches Schools and Education Advisory Board Scholarship Fund by the Sikh Youth Association representing the proceeds of the fundraising effort from the Unity in Diversity 5k Run/Walk.

6. Presentation – CPZ – Southwest Meadows Restroom Facility Update

Town Administrator Muñiz introduced Chris Zimmerman and Heidi Rodriguez of CPZ Architects, to present an update on the Southwest Meadows Restroom Facility Project and answer questions of the Town Council.

7. Public Comment

The following members of the public addressed the Town Council: Jim Laskey, John Garate, Melissa Erdelyi, Mary Michel, Mohamad Kaki, Marianne Allen, and Debbie Green.

8. Board Reports

There were no Board reports.

9. Council Member Comments

Council Member Jablonski spoke about upcoming events within the Town such as Hazmat at the Barn on April 27th, Bingo at the Barn on May 11th, and stated the FLOW Mobile events were still on hold for the foreseeable future. He discussed residents asking him about the background

history of candidates running for office this upcoming election. He said residents have expressed to him that some of the candidates may possibly have a criminal history or financial issues and have asked him if it was true or not. He stated he would like to have Town Attorney Poliakoff use his resources to research all candidates for Council and Town Council, including himself, to provide the background information to the Town residents. He spoke about Social Media posts that have been circulating accusing the Town Council of being corrupt. He stated that it besmirches the integrity of the Town Council and said he would like to have Town Attorney Poliakoff advise on legal recourse regarding the matter.

Town Attorney Poliakoff discussed the seriousness of defamation and advised that the Town could file a cause of action for defamation to protect the Town Council's interest.

The following motion was made by Council Member Jablonski and seconded by Council Member Allbritton. After further discussion no vote was taken as Council Member Allbritton withdrew his second. Motion failed for lack of second.

MOTION: TO DIRECT THE TOWN ATTORNEY TO FILE A CAUSE OF ACTION FOR DEFAMATION

Mayor Breitkreuz explained that he understood the reasoning behind the motion but wanted to take some time to think about the issue before moving forward with any legal action. He said he was concerned that pursuing legal action may exacerbate the situation.

Council Member Allbritton spoke about his commitment to the Town and how he did not appreciate people questioning his integrity. He said that people should come to speak to him directly if there is an issue between them, instead of speaking poorly about him behind his back.

Council Member Hartmann stated that if people believed he was corrupt they should report him to the Florida Department of Law Enforcement because he had nothing to hide from anyone. He discussed the financial disclosure forms that had to be submitted in two months and said they were open for review by everyone. He said that neither himself nor anyone on the Town Council was corrupt and that everyone served with integrity. He said that if the derogatory comments being made about himself and the Town Council continued, he would support filing legal action.

Vice Mayor Kuczenski discussed the decision-making process he went through before committing to run for office. He said that if anyone had any issues with his ethics, they were free to call and speak with him. He stated that he was on the Town Council because he wanted to serve the Town and "keep it rural".

Mayor Breitkreuz discussed the reasons he decided to run for Town Council and said that he wanted to give back, protect, and preserve the lifestyle of the community because it was important to pass the values of this Town on to the next generation. He stated that everyone on the Town Council is trying to do the best and right thing for the Town. He spoke about the social media

posts being written about the corruption of the Council Members and the lack of evidence behind the accusations. He said that it not only impinges on the integrity of the Town Council but also the Town itself. He stated that the Town was a beautiful place to live, and these accusations are a disgrace to the Town.

Mayor Breitzkreuz opened the floor to public comment, with the majority of the public speaking against filing legal action on the matter.

Mayor Breitzkreuz reiterated he believed filing legal action would be an escalation of the situation and that no resolution would come from it. He stated that he would be voting no on the motion.

Vice Mayor Kuczenski stated he would be voting no on the motion.

Council Member Allbritton rescinded his second on the motion and repeated that he was available for everyone to come speak to him.

Council Member Jablonski requested Town Attorney Poliakoff research the issue and provide more information regarding the law to the Town Council.

Town Attorney Poliakoff stated the law has changed within the last year and that he would research the issue and provide a memo to Town Council explaining the item in further detail.

Council Member Allbritton discussed an issue affecting a Town resident regarding their out of state property being fraudulently sold to another person. He said that because of this incident he is working with State Representative Robin Bartleman and Broward Property Appraiser Marty Kiar on amending State law to require the persons that last paid taxes on a property be notified before any sale of property is concluded. He said he discussed this item at the Broward League of Cities meeting and many of the members agreed with the idea and that they may help support the item as it moves forward.

Vice Mayor Kuczenski spoke about the speed signs that were being placed around the Town. He discussed a protest against building an incinerator in Miami Dade County, occurring at the City of Miramar on April 12th. He talked about wanting a Texas Hold 'Em Poker tournament to raise funds for the Schools and Education Advisory Board. Lastly, he provided the latest traffic citations data in the Town.

Council Member Hartmann discussed the traffic statistics provided by Vice Mayor Kuczenski and how the Town has worked with the Town of Davie Police Department to have their officers stage their vehicles on inner roads to help reduce speeding. He spoke about having a discussion item regarding Round Up and Glyphosate restrictions in the Town during the May 23rd Town Council Meeting and asked residents to attend to provide input on the issue. He addressed an issue brought up during public comment and stated that he works to serve the community and not just individuals that contributed to his election. He spoke about a meeting that was held in the

community regarding Town issues and that Town Council would have been in violation of the Sunshine Law if they attended the meeting and discussed Town issues. He discussed Code Enforcement issues and how the process works for violations and said that Council Members should not be involved with helping residents get out of code violations but should be helping them stop from committing the code violations.

Mayor Breitreuz discussed the South Florida Wildlife Center and said they were making good progress on the matter and that the property may be divided into 40% Wildlife Center and 60% residential. He stated that if the project is approved and the property was sold, one of the conditions would be changing the zoning from being limited to educational and rezoned as residential. He thanked Town Administrator Muñiz and Town Attorney Poliakoff for their help with the project and said the Wildlife Center would be a perfect fit for the Town.

10. Legal Comments

Town Attorney Poliakoff provided an update on the enforcement of the order against Supreme Organics and said the company agreed to settle the case and would no longer operate a landscape business from that property. He spoke about Atlas Investments filing a lawsuit against the Town regarding a public records claim but said the Town would respond accordingly. He discussed the event held in the community and stated that it would have been a violation of Sunshine Law if multiple Town Council members attended. He responded to Council Member Jablonski's request regarding background checks on candidates running for election. He stated that some municipalities provide public background checks on candidates to residents but not financial checks and said the Town Council could provide 10 -15 years of public background checks for all Council Members and candidates online to make it equitable for everyone.

Town Council discussed providing criminal background checks for Council Members and candidates online for residents to access. The Town Council decided against posting the information on the Town website.

11. Administration Comments

Town Administrator Muñiz advised Town Council that the AARPA funding for the construction of the restroom facility at Southwest Meadows would need to be allocated by the end of this current fiscal year. He stated that Town Administration would work with CPZ Architects to redesign the look of the facility and bring it back before the Town Council for approval. He provided an update on the purchase of the fire station property. He said the Town offered \$650,000 and was countered with an offer of \$922,000, not including the cost of constructing the parking lot, which the Town estimates the cost to be between \$750,000 to \$900,000 for the parcel. He stated the possibility of utilizing a secondary parcel is under review and the recommendation on which property to purchase may be brought to the Town Council at the next meeting. He provided an update on the purchase of a new fire rescue vehicle with the estimated cost of \$494,000. He stated the Town has \$390,000 available funds and asked the Town Council for approval to reassign \$104,000 from unassigned funds balance to issue a PO to encumber the funds for the purchase.

He said the vehicle would be ready in 2026, but the advantage of issuing the PO now would be the cost certainty when the vehicle is delivered.

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

MOTION: TO ENCUMBER \$104,000 FROM UNASSIGNED FUNDS TO CREATE A PURCHASE ORDER FOR THE PURCHASE OF A NEW FIRE RESCUE VEHICLE.

Town Administrator Muñiz discussed the City of Miramar's meeting, "Take a Stand Against the Miami-Dade Incinerator", and said it would be April 12th, 2024 at 6:00pm at the City of Miramar Commission Chambers at 2300 Civic Center Place. He responded to a question regarding the Town of Davie Police Department officers wearing body cameras and advised the body camera program started in March of 2024 but not all officers have been issued cameras and the point of contact for the program is Lieutenant Ravine . He said he could request a copy of the Police Department's policy and provide to the Town Council.

Ordinance – 1st Reading

12. AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES AND ORDINANCE NO. 2014-003 TO SPECIFY THE ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR AN EFFECTIVE DATE. **{Second Reading to be held on April 25, 2024}**

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

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BRAM GROUP, LLC, D/B/A/ I9 SPORTS, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION AS AMENDED.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING A USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND ISSOULAIMANI MANAGEMENT LLC, D/B/A SOUTHEAST FLORIDA SKYHAWKS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION TO THE TOWN FOR THE SOUTHWEST RANCHES YOUTH SPORTS PROGRAMMING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION AS AMENDED.

Adjournment

Meeting adjourned at 9:39 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 23^d day of May, 2024.

Steve Breitkreuz, 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.