



Southwest Ranches Town Council

REGULAR MEETING

Agenda of November 21, 2024

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Selection of Vice Mayor**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

4. **Public Comment**

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

5. **Board Reports**
6. **Council Member Comments**
7. **Legal Comments**
8. **Administration Comments**

Ordinance - 1st Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REQUESTING THAT THE MAYOR AND THE TOWN CLERK THROUGH THIS RESOLUTION AUTHENTICATE THE ELECTORATE'S APPROVAL OF FIVE CHARTER AMENDMENTS; DIRECTING THE TOWN CLERK TO INCORPORATE THE APPROVED CHARTER AMENDMENTS INTO THE TOWN'S CHARTER; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 13201 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5451 SW 124TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE BID RECOMMENDATION FOR IFB 25-02 FROM PREMIER AIR CONDITIONING AND REFRIGERATION, INC. IN THE AMOUNT OF TWENTY NINE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND ZERO CENTS (\$29,552.00) TO FURNISH AND TO INSTALL THREE (3) HVAC UNITS FOR SOUTHWEST RANCHES VOLUNTEER FIRE DEPARTMENT MODULAR AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO RADARSIGN IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$46,000.00) FOR THE PURCHASE OF TWELVE (12) FLASHING SPEED LIMIT SIGNS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CORP FOR CONSTRUCTION OF THE GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT

OF TWO MILLION ONE THOUSAND FIFTY DOLLARS AND ZERO CENTS (\$2,001,050.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT EXTENSION TO THE PROFESSIONAL SURVEYING SERVICES AGREEMENT WITH CRAVEN THOMPSON AND ASSOCIATES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT EXTENSION TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CRAVEN THOMPSON AND ASSOCIATES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AMENDING THE USE OF THE SITE, PROVIDING FOR INCREASED COMPENSATION TO THE TOWN, AND EXPANDING THE RESPONSIBILITIES, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR CALENDAR YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.
20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.
21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2023-2024 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

SCRIVENOR'S ERROR

22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GRANTING A "JOINT DEED OF CONSERVATION EASEMENT – STANDARD (WITHIN BROWARD COUNTY)" TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND BROWARD COUNTY FOR FRONTIER TRAILS MITIGATION AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

23. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING THE TOWN OF SOUTHWEST RANCHES PERPETUAL MAINTENANCE RESPONSIBILITY FOR THE FRONTIER TRAILS CONSERVATION EASEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

24. Approval of Minutes

- a. August 22, 2024 Regular Meeting Minutes**
- b. September 12, 2024 First Budget Hearing**
- c. September 12, 2024 Regular Meeting Minutes**
- d. September 26, 2024 Second Budget Hearing**
- e. September 26, 2024 Sole Purpose Meeting - Country Estates**
- f. September 26, 2024 Sole Purpose Meeting - Sunshine Ranches**

25. Adjournment

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



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

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

Town Council
Steve Breitkreuz, Mayor
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: Debra M. Ruesga, Town Clerk
DATE: 11/21/2024
SUBJECT: Selection of XX as Vice Mayor

Recommendation

Town Council consideration for a motion to approve this resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

On November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor. On November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year.

No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/12/2024	Resolution

RESOLUTION NO. 2025 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER _____ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4, 2003 the Town's electorate amended Section 2.03 of the Town's Charter to provide for the annual appointment of the Town's Vice Mayor; and

WHEREAS, on November 7, 2006 the Town's electorate further amended Section 2.03 of the Town's Charter to provide that the Vice Mayor shall be elected from among Council Members for a period of one year by a majority of the Council in November of each year; and

WHEREAS, no Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor; and

WHEREAS, this Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

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 appoints Council Member _____ as the new Vice Mayor of the Town of Southwest Ranches.

Section 3: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this 21st day of November, 2024, on a motion by _____

and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.087.1001



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

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(954) 434-1490 Fax

Town Council
Steve Breitkreuz, Mayor
David S. Kuczenski, Esq., Vice Mayor
Jim Allbritton, Council Member
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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, MBA, MPA, ICMA-CM
FROM: Jeff Katims, Town Planner
DATE: 11/21/2024
SUBJECT: FY 2025-2028 Schedule of Capital Improvements

Recommendation

Staff recommends approval of the proposed Ordinance on first reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

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. The Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

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

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

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	11/7/2024	Backup Material
Ordinance First Reading - TA Approved	11/13/2024	Ordinance
Exhibit "A"	11/13/2024	Exhibit
Updated CIE Support Document	11/7/2024	Backup Material

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, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; 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:
- ☐ Development orders and development permits, as defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
 - ☐ Sections 190.005 and 190.046;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ 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 2025 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule 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 Local Planning Agency held a duly noticed public hearing on November 21, 2024, and recommends that the Town Council adopt the updated Schedule.

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

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

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

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

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

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

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

1001.100.2024

EXHIBIT “A”

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.

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.

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.

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

- 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.
- 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 as necessary.

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

CIE POLICY 1.1-f : A developer shall construct all public facilities and improvements thereto required to accommodate the portion of their development's impact that exceeds 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-g: 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-h: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan, adopted (Amendment No. 20-02ESR, July 14, 2020), 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-i: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 20-01ESR, August 25, 2020) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-j: 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. Coordinate Town-developed tertiary drainage systems 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.
9. Reserved.
10. Develop and maintain a tertiary drainage plan for all the areas within the Town.
11. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.
12. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.

13. Determine the feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
FA	Fire Assessment
G	Grant Funding
GF-Tr	General Fund Transfer from Operating Revenues
NF	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

<u>Funding Source Code</u>	<u>Funding Source Name</u>
ARPA	American Recovery Plan Act
<u>FA</u>	Fire Assessment
G	Grant Funding
<u>GF Tfr</u>	<u>General Fund Transfer from Operating Revenues</u>
<u>NF</u>	<u>Not Funded</u>
<u>TFB</u>	<u>Transportation Fund Fund Balance</u>

The following documents are hereby incorporated by reference:

- *Broward County Capital Improvement Program for FY 2025-2029
- * Broward County Transportation Improvement Program for FY 2025 – 2029
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2025 – 2029
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- *District Educational Facilities Plan adopted by the Broward County School Board on September 4, 2024

PROPOSED FY 2025-2029 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 (2025-2029): 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 2025 – 2029
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2025 – 2029

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 expenditure 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 purpose 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 2025–2029 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 complement 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 4, 2024, for FY 2025-2029 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 is 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

It records the accumulation of resources that are restricted or committed to expenditures for the payment of principal and interest on the Town's bonds issued in support of governmental activities. 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

It's used to account and track the financial resources used for the acquisition, construction, or improvement of major Town owned capital projects. . 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 the 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 2025 - FY 2029

	FY 2025			FY 2026			FY 2027			FY 2028			FY 2029			Total
	AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		
General Fund Total	FY 2025	-		FY 2026	-		FY 2027	-		FY 2028	-		FY 2029	-		
Fire Wells Replacement and Installation	42,000	FA		42,000	FA		42,000	FA		42,000	FA		42,000	FA		210,000
Town Hall Multi-Purpose Storage Building	50,000	ARPA		-	NF		-	NF		-	NF		-	NF		50,000
Dykes Road Piping	514,780	ARPA		-	NF		-	NF		-	NF		-	NF		514,780
Public Safety Facility\Emergency Operations Center (EOC)	1,671,864	ARPA		-	NF		-	NF		-	NF		7,600,000	GF Tfr		9,271,864
SW Meadows Sanctuary Park PHASE I - Roadway, Parking, and Restroom Facilities	2,216,382	ARPA, GF Tfr, G		-	NF		-	NF		-	NF		-	NF		2,216,382
Capital Projects Fund Total																
Parks, Recreation and Open Space (PROS) Entranceway Signage	16,500	GF Tfr		16,500	GF Tfr		16,500	GF Tfr		16,500	GF Tfr		16,500	GF Tfr		82,500
Sunshine Ranches Equestrian Park Playground Rehabilitation	56,250	GF Tfr		56,250	GF Tfr		56,250	GF Tfr		56,250	GF Tfr		-	NF		225,000
Town Wide Invasive Exotics Removal	140,000	GF Tfr		-	NF		-	NF		-	NF		-	NF		140,000
Transportation Fund Total																
Flashing Speed Limit Signs	68,400	GF Tfr			NF			NF		-	NF		-	NF		68,400
Southwest Meadows Sanctuary Water Quality and Drainage Project	750,000	G, GF Tfr		-	NF		-	NF		-	NF		-	NF		750,000
Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	752,080	GF Tfr		752,080	GF Tfr		450,000	GF Tfr		450,000	GF Tfr		450,000	GF Tfr		2,854,160
Drainage Improvement Projects: Non-Surtax	1,477,507	G, GF Tfr, TFB		290,260	GF Tfr		443,825	GF Tfr		2,644,536	GF Tfr		2,504,964	GF Tfr		7,361,092
PROJECT TOTALS	\$7,755,763			\$1,157,090			\$1,008,575			\$3,209,286			\$10,613,464			\$23,744,178
FY 2025 NOT FUNDED CIPS																
Town Wide Parks Master Plan	50,000	NF			NF			NF			NF			NF		50,000
Frontier Trails Conservation Area	125,000	NF		223,500	NF		689,650	NF		841,500	NF		841,500	NF		2,721,150
Country Estates Park	150,000	NF		175,000	NF		240,000	NF		229,575	NF		270,425	NF		1,065,000
Calusa Corners Park	296,000	NF		503,225	NF		195,500	NF		211,000	NF		211,000	NF		1,416,725
Southwest Meadows Sanctuary Park - Phase II Development	1,536,268	NF			NF			NF			NF			NF		1,536,268
FY2025 thru FY2029 Not Funded CIPs	\$2,157,268			\$901,725			\$1,125,150			\$1,282,075			\$1,322,925			\$6,789,143

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
FA	Fire Assessment
G	Grant Funding
GF Tfr	General Fund Transfer from Operating Revenues
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- The following documents are hereby incorporated by reference:
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 - * Broward County Transportation Improvement Program for FY 2025 – 2029
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 - *FDOT Adopted Work Program FY 2025 – 2029
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Town of Southwest Ranches
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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: Keith Poliakoff, Town Attorney
DATE: 11/21/2024
SUBJECT: Certification of Charter Amendments

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

On November 5, 2024 the Town's electorate approved five amendments to the Town's Charter and pursuant to Section 4.07(a) of the Town's Charter, the Mayor and the Town Clerk must authenticate the Charter Amendments to reflect the approval of the electorate.

This Resolution is necessary to document the authentication of the Charter Amendments in accordance with the Town's requirements.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description

Resolution - TA Approved

Upload Date

11/14/2024

Type

Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA REQUESTING THAT THE MAYOR AND THE TOWN CLERK THROUGH THIS RESOLUTION AUTHENTICATE THE ELECTORATE'S APPROVAL OF FIVE CHARTER AMENDMENTS; DIRECTING THE TOWN CLERK TO INCORPORATE THE APPROVED CHARTER AMENDMENTS INTO THE TOWN'S CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 5, 2024 the Town's electorate approved five amendments to the Town's Charter; and

WHEREAS, pursuant to Section 4.07(a) of the Town's Charter the Mayor and the Town Clerk must authenticate the Charter Amendments to reflect the approval of the electorate; and

WHEREAS, this Resolution is necessary to document the authentication of the Charter Amendments in accordance with the Town's requirements.

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 Broward County Supervisor of Elections will certify the results of the November 18, 2024, election, as follows:

SOUTHWEST RANCHES AMENDMENT # 1
CORPORATE EXISTANCE & OATH OF OFFICE
YES/SI/WI 3,775 84.93%
NO/NO/NON 670 15.07%

SOUTHWEST RANCHES AMENDMENT # 2
COMMENCEMENT OF TERMS
YES/SI/WI 3,937 88.41%
NO/NO/NON 516 11.59%

SOUTHWEST RANCHES AMENDMENT # 3

RESULTS OF THE ELECTION

YES/SI/WI	3,746	85.27%
NO/NO/NON	647	14.73%

SOUTHWEST RANCHES AMENDMENT # 4

TRANSITION

YES/SI/WI	3,205	74.74%
NO/NO/NON	1,083	25.26%

SOUTHWEST RANCHES AMENDMENT # 5

TRANSITION

YES/SI/WI	3,510	81.44%
NO/NO/NON	800	18.56%

Section 3. The Mayor and the Town Clerk are hereby requested to authenticate the electorate's approval of amending the following sections of the Town's Charter as follows:

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. Article V. – Quasi-Judicial.

(a) All land use and quasi-judicial items require the unanimous vote of the entire Council. All five (5) members of the council shall be required to vote on all land use and quasi-judicial items. All voting shall be by roll call.

(b) Proactive Code Enforcement It shall require the affirmative vote of all five (5) members of the council to add items onto the Town's proactive code enforcement list.

3. 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.)

4. 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.

5. 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.

6. 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.~~

Section 4. The Town Clerk is hereby directed to incorporate the approved Charter Amendments into the Town's Charter.

Section 5. 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 _____, 2024 on a motion by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.100.2024

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Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: 13201 Luray Road Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Erica Ruble-Lucena and Bryan Lucena ("Owners") are the owners of a property lying within the Town of Southwest Ranches at 13201 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 13201 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/13/2024	Resolution
Exhibit A - Agreement	10/23/2024	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 13201 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Erica Ruble-Lucena and Bryan Lucena ("Owners"), have real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 13201 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

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

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

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.099.2024

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

FOR: ERICA RUBLE-LUCENA and BRYAN LUCENA
(NAME OF OWNER)

LOCATION: 13201 LURAY RD SOUTHWEST RANCHES FL 33330

THIS AGREEMENT effective this 12 day of October, 2024, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of _____, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Erica Ruble Lucena, Bryan Lucena, an individual/ or commercial customer with a property address of 13201 Luray Rd Southwest Ranches, FL 33330 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

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

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

WHEREAS, the PROPERTY is located in the TOWN; and

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

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

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

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

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

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

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

PART I - DEFINITIONS

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

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

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

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

CONTRIBUTION (WATER)

Non-Residential 2.5# ERC's @ \$1,390.82 Per ERC, plus deposit \$50.00 and 25% surcharge \$881.76 for a total of \$4,408.81

Total ERC's 2.5 (WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of _____

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

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

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

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

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

C. PROMULGATION OF REASONABLE RULES OF SERVICES

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

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

CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users

on OWNER'S PROPERTY. In the event that CITY cannot provide sufficient water and sewer service as a result of the actions of any regulatory agency, then CITY's sole obligation shall be to refund OWNER's contribution charges as described in this Agreement.

E. OWNER'S RESPONSIBILITY

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

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

F. EFFECTIVE DATE

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

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

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

H. DISCLAIMER

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

I. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining hereof.

J. RECORDING OF AGREEMENT

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

K. HOLD HARMLESS PROVISION

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

L. ATTORNEY'S FEES FOR LITIGATION

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

M. OWNER'S COVENANT

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

PART IV - NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid certified United States mail, with return receipt requested, addressed to the

party for whom it is intended, at the place specified as the place for giving of notice, which shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the request, the parties designate the following as the respective places for the giving of notice:

FOR THE CITY OF COOPER:

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Erica Rubte-Lucena-Bryan Lucena
13201 Luray Road
Southwest Ranches FL
33330

FOR THE TOWN OF _____:

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

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

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

SIGNATURE PAGES FOLLOW

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

CITY OF COOPER CITY:

ATTEST:

BY: _____
MAYOR GREG ROSS

CITY CLERK

DATE: _____

Approved as to legal form:

BY: _____
CITY MANAGER

CITY ATTORNEY

DATE: _____

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER:

BY: Erica Ruble-Lucena, Byron Lucena
NAME: [Signature]
DATE: 10.12.2024

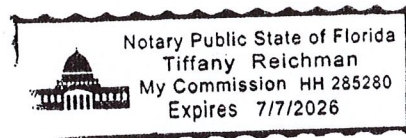
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of October, 2024, by Erica Ruble-Lucena, Byron Lucena (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

2024. WITNESS my hand and official seal, this 12 day of October,

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____

TITLE: _____

CITY CLERK

DATE: _____

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: 5451 SW 124th Avenue Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Archdiocese of Miami Edward A. McCarthy H.S. ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 5451 SW 124th Avenue. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 5451 SW 124th Avenue, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exhibit A - Agreement	10/24/2024	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5451 SW 124TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Archdiocese of Miami Edward A. McCarthy H.S. ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Cooper City providing water services to 5451 SW 124th Avenue, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

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

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

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.102.2024

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Non Residential - Outside the City)

FOR: The Archdiocese of Miami Edward A. McCarthy H.S.
(NAME OF OWNER)

LOCATION: 5451 SW 124 Avenue, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, is made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and The Archdiocese of Miami Edward A. McCarthy H.S., an individual/ or commercial customer with a property address of 5451 SW 124th Avenue, Southwest Ranches, FL 33330 hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

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

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

WHEREAS, the PROPERTY is located in the TOWN; and

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

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

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

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

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

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

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

PART I - DEFINITIONS

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

PART II - OWNER'S OBLIGATIONS

A. CONTRIBUTION PAYMENTS FROM OWNER

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

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

CONTRIBUTION (WATER)

Non-Residential 1 # ERC's @ \$1,389.10 Per ERC, plus meter installation \$220.00, plus deposit \$100.00, and 25% surcharge \$427.27 for a total of \$2,136.37
Total ERC's 1 (WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

OWNER has paid to CITY the sum of Two Thousand One Hundred thirty six dollars and thirty seven cents

\$2,136.37 for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

PART III. - MUTUAL COVENANTS

A. EXCLUSIVE RIGHTS OF CITY

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

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

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

C. PROMULGATION OF REASONABLE RULES OF SERVICES

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

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

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

E. OWNER'S RESPONSIBILITY

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

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

F. EFFECTIVE DATE

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

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

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

H. DISCLAIMER

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

I. SEVERABILITY

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

J. RECORDING OF AGREEMENT

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

K. HOLD HARMLESS PROVISION

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

L. ATTORNEY'S FEES FOR LITIGATION

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

M. OWNER'S COVENANT

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

PART IV - NOTICE

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

FOR THE CITY OF COOPER:

City Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Archdiocese of Miami
9401 Biscayne Blvd.
Miami Shores, FL 33138

FOR THE TOWN OF _____:

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

PART V - ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

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

SIGNATURE PAGES FOLLOW

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

CITY OF COOPER CITY:

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

BY: _____
CITY MANAGER

DATE: _____

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER:

BY:

NAME:

DATE:

Dr. Elizabeth Horley

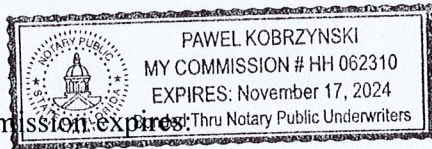
SISTER ELIZABETH HORLEY S.S.J

10/21/2024

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of OCTOBER, 2024, by SR. ELIZABETH HORLEY S.S.J (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 21st day of OCTOBER, 2024.



NOTARY PUBLIC STATE OF FLORIDA

THE TOWN OF _____

ATTEST:

BY: _____

TITLE: _____

CITY CLERK

DATE: _____

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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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: Thomas Holste, General Services Manager
DATE: 11/21/2024
SUBJECT: Purchase and replacement of (3)HVACs at SWRVFD

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 desires to replace three (3) BARD wall-mounted HVAC units for the Southwest Ranches Volunteer Fire Department modular at 17220 Griffin road.

The Town advertised an Invitation for Bids IFB no: 25-002 on September 18, 2024 and on October 2, 2024, the Town received four (4) responsive bids. After reviewing the bids, it was determined that Premier Air Conditioning and Refrigeration, Inc. was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code.

Premier Air Conditioning and Refrigeration, INC. proposal totals twenty-nine thousand five hundred fifty-two dollars and zero cents (\$29,552.00), however the Town budgeted Twenty-Seven Thousand Dollars (\$27,000.00) for this project. A budget amendment in the amount of \$2,552.00 utilizing unassigned Fund balance (Reserves) is required to complete the project in

Fiscal Year 2024-2025.

Fiscal Impact/Analysis

General Fund

Revenue Increase:	
Appropriated Fund Balance (001-0000-399-39900)	\$27,000.00
Expenditure Increase:	
Machinery & Equipment (001-3200-522-64100)	\$ 2,552.00

Staff Contact:

Thomas Holste, General Services Manager
Lee Bennett, Fire Chief
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer
Russell Muniz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exhibit	11/12/2024	Exhibit
Bid Tab	11/12/2024	Backup Material

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE BID RECOMMENDATION FOR IFB 25-02 FROM PREMIER AIR CONDITIONING AND REFRIGERATION, INC. IN THE AMOUNT OF TWENTY NINE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND ZERO CENTS (\$29,552.00) TO FURNISH AND TO INSTALL THREE (3) HVAC UNITS FOR SOUTHWEST RANCHES VOLUNTEER FIRE DEPARTMENT MODULAR AT 17220 GRIFFIN ROAD; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to replace three (3) BARD wall-mounted HVAC units for the Southwest Ranches Volunteer Fire Department modular at 17220 Griffin Road; and

WHEREAS, the Town advertised an Invitation for Bids IFB 25-02 on September 18, 2024; and

WHEREAS, on October 2, 2024, the Town received four (4) responsive bids; and

WHEREAS, after reviewing the bids, it was determined that Premier Air Conditioning and Refrigeration, Inc. was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Premier Air Conditioning and Refrigeration, Inc. bid totals twenty-nine thousand five hundred fifty-two dollars and zero cents (\$29,552.00); and

WHEREAS, the Town budgeted Twenty-Seven Thousand Dollars (\$27,000.00) for this project;

WHEREAS, a budget amendment in the amount of \$2,552.00 utilizing unassigned Fund balance (Reserves) is required to complete the project in Fiscal Year 2024-2025; and

WHEREAS, the Town of Southwest Ranches desires to accept the bid recommendation under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby accepts the bid from Premier Air Conditioning and Refrigeration, Inc. pursuant to IFB 25-02 in the amount of twenty-nine thousand five hundred fifty-two dollars and zero cents (\$29,552.00) to furnish and install three (3) BARD wall-mounted HVAC units for SWRVFD modular at 17220 Griffin Road in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned Fund balance (Reserves) to the Fiscal Year 2024-2025 Town Budget as follows:

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$27,000.00
--	-------------

Expenditure Increase:

Machinery & Equipment (001-3200-522-64100)	\$ 2,552.00
--	-------------

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of _____, 2024 on a motion 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
1001.096.2024

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Section 4 – Bid Form

In accordance with this IFB and the specifications contained herein, the undersigned proposes the following:

BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES OR LUMP SUM.

BIDDER UNDERSTANDS THAT THE EXTENDED TOTAL FOR EACH AND EVERY ITEM IS THE RESULT OF MULTIPLYING THE QUANTITY TIMES THE UNIT COST STATED IN FIGURES. ANY DISCREPANCY BETWEEN THE UNIT AND TOTAL, THE UNIT PREVAILS.

AS SET FORTH IN THE TERMS OF THIS IFB, CONTRACTOR SHALL PAY ALL SALES, CONSUMER, USE AND OTHER SIMILAR TAXES AND SHOULD NOT INCLUDE TAXES IN BID PRICES. THE TOWN IS EXEMPT FROM FLORIDA SALES TAX ON DIRECT PURCHASES OF TANGIBLE PROPERTY OR SERVICES. ALSO, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROCURE ALL NECESSARY PERMITS AND LICENSES THE COST OF WHICH SHALL BE DEEMED INCLUDED IN THE BID PRICE.

SCHEDULE OF BID PRICES			
CONTRACT TIME: Thirty (30) days		LIQUIDATED DAMAGES: \$250.00 Per Day	
Description	Unit Price	Quantity	Total Cost
Furnish/Install New BARD Wall-Mounted Unit (High Efficiency, Model W36AB-A10, 10 KW Heat) including Warranty per IFB specifications	\$ <u>\$9,684.00</u>	3	\$ <u>\$29,052.00</u>
Permit Allowance to obtain Town of Southwest Ranches permits for all work – Reimbursed at cost only with proof of payment – NO RUNNERS FEES INCLUDED			\$500
Grand Total			\$ \$29,522.00 \$29,552.00
Grand Total written in words: <u>Twenty Nine Thousand and five hundred with twenty fifty two dollars.</u>			

CS - verbally confirmed with Bidder

The undersigned hereby proposes to furnish all labor, equipment, and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the Grand Total stated above.

BIDDER'S NAME: Alex Pereyra

BIDDER'S SIGNATURE: 

DATE: 9/30/2024

ACKNOWLEDGEMENT OF ADDENDA

Bidder acknowledges receipt of all addenda by initialing below for each addendum received:

Addendum No. 1 AP (initial)

Addendum No. 2 _____ (initial)

Addendum No. 3 _____ (initial)

Addendum No. 4 _____ (initial)

No Addenda received: _____ (initial)

Remainder of page intentionally left blank

BIDDER INFORMATION

[Please print clearly]

NAME: Premier Air Conditioning

ADDRESS: 2165 W 10th Ct

FEIN: 65-0939212

CAGE: _____

LICENSE NUMBER: CAC057971

STATE OR COUNTY: Florida

LICENSE TYPE: Construction Industry Licensing Board - Class A Air Conditioning

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: Jose Hernandez

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: Premier Air Conditioning

BIDDER'S ADDRESS: 2165 W 10th court

BIDDER'S PHONE NUMBER: Office: 954-793-8057

Cell: _____

BIDDER'S EMAIL ADDRESS: Alexp@trustpremierAC.com

By: _____

Premier Air Conditioning

Name of Corporation/Entity

2165 W. 10th Ct.

Address of Corporation/Entity

Hialeah, FL 33010

Signature of President or Authorized Principal

By: _____

Title: President

(If the Bidder is a Corporation, affix corporate seal)

DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, this day personally appeared
Jose Hernandez hereinafter referred to as "Affiant," who being by me first duly
sworn, under oath, deposes and states as follows:

Affiant appears herein as:

☐ an individual or

☐ the President of Premier A/C.

[position-e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

Affiant's address is:

2165 W. 10CT Hialeah, FL 33010

Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Jose Hernandez
Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this 1 day of OCT., 2024,

by Jose Hernandez (name of person acknowledging).

Maria Cardoso

Notary Public

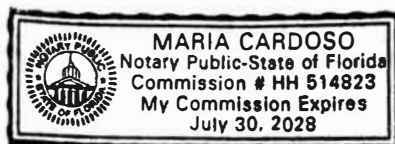
MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

My Commission Expires: 7-30-28

(Printed, typed, or stamped commissioned name of notary public)



Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Address

Jose Hernandez Premier AC 2165 W 10th court Hialeah Florida 33010 - 100% Ownership

DRUG FREE WORKPLACE

Bidders must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE: _____



BIDDER: Jose Hernandez

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to CITY OF SOUTHWEST RANCHES

by JOSE HERNANDEZ

for Premier A/C

whose business address is 2165 W 10th Court Hialeah Fl 33010

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0939212

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

BIDDER: Jose Hernandez

By: Jose Hernandez

Jose Hernandez
(Printed Name)

President
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of OCT., 2024,

by Jose Hernandez (name of person acknowledging).

Maria Cardoso

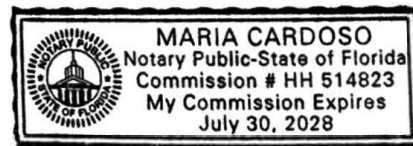
Notary Public

MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

(Printed, typed, or stamped commissioned name of notary public)



NON-COLLUSION AFFIDAVIT

State of Florida)

) ss:

County of MIAMI-DADE)

Jose Hernandez being first duly sworn deposes and says that:

He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of Premier A/C the Bidder that has submitted the attached Bid;

He/She is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

BIDDER: Jose Hernandez

By: *Jose Hernandez*

Jose Hernandez
(Printed Name)

President
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of OCT., 2024,

by Jose Hernandez (name of person acknowledging).

Maria Cardoso

Notary Public

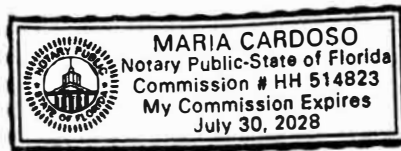
MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

My Commission Expires: 7-30-28

(Printed, typed, or stamped commissioned name of notary public)



BIDDER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Bidder, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

All license, certificate and experience requirements must be met by the Bidder (as opposed to the Subcontractor) at the time of Bid submission. Bids submitted by Bidders who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Bid, Bidder represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Bidder: Premier Air Conditioning

Bidder's Name: Jose Hernandez

Bidder's Address: 2165 W 10th court Hialeah FL 33010

Bidder's Phone Number: 305-888-3826

Bidder's Email: Jose@trustpremierAC.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this IFB):

Class A Air Conditioning - CAC057971

[Signatures on next page]

State of Florida

County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this 1 day of OCT 2024,

by Jose Hernandez (name of person acknowledging).

Maria Cardoso

Notary Public

MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

My Commission Expires: 7-30-28

(Printed, typed, or stamped commissioned name of notary public)



BIDDER: Premier Air Conditioning

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of Florida)

) ss:

County of MIAMI-DADE

I HEREBY CERTIFY that Jose Hernandez, as Principal or Owner

of (Company name) Premier AIR Conditioning hereby authorized to execute the Bid dated

10-1 2024 to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of Premier AIR Conditioning

(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of OCT, 2024.

Secretary:

(SEAL)

BIDDER: Premier Air Conditioning

GOVERNMENTAL CONTACT INFORMATION

Please complete the below with regard to any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL
Village Of Pinecrest	5855 Killian Drive Pinecrest Fl 33156	305-284-0911	Robert Mattes Rmattes@pinecrest-fl.gov
Miami Dade County Dept Of Cultural Affairs	111 NW 1st Street Miami Fl 33128	305-375-5022	Eduardo Vivas Eduardo.Vivas@miamidade.gov
Dade County Public Schools	13135 SW 26th St, Miami, FL 33175	954-744-6561	Dominik Blasuci DBlasucci@dadeschools.net

BIDDER: Premier Air Conditioning

ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

Premier A/C, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to Premier's failure to comply with such regulations.

ATTEST

CONTRACTOR

BY:

José Hernández
José Hernández

Print Name

Date:

10-1-24

BIDDER: Premier Air Conditioning

SUBCONTRACTOR LIST

In the form below, the Bidder shall list all Subcontractors to be used on this project if the Bidder is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

Please write N/A across this form if no subcontractors will be utilized.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
N/A	N/A	N/A

BIDDER: Premier Air Conditoning

LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

Name and Location of project: N/A

Contact information for Project Owner:

Name: N/A

Address: _____

Phone: _____

Email: _____

Nature of Claim: _____

Date of Claim: _____

Resolution Date of Claim and how resolved: _____

If applicable:

Court Case Number: _____

County: _____

State: _____

BIDDER: Premier Air Conditioning

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Premier Air Conditioning does not:

(Name of Bidding Firm)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Organization: Premier Air Conditioning

Street address: 2165 W 10th Court

City, State, Zip: Hialeah Florida 33010

Certified By: Jose Hernandez

(type or print)

Title: President

Signature:  Date: 9/30/2024

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: Sept 30 20 2024 Signed: 

Entity: Premier Air Conditioning

Name: Jose Hernandez

Title: President

[Signatures on next page]

State of Florida

County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of OCT., 2024

by [Signature] (name of person acknowledging).

[Signature]

Notary Public

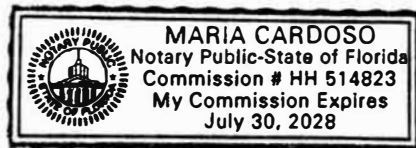
MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

My Commission Expires: 7-30-28

(Printed, typed, or stamped commissioned name of notary public)



BIDDER: Premier Air Conditioning

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Human trafficking. —

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

Jose Hernandez does not use coercion for labor or services as defined in FL § 787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: Sept 30, 20 24

Signed: 

Entity: Premier Air Conditioning

Name: Jose Hernandez

Title: President

[Signatures on next page]

State of Florida

County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 1 day of OCT, 2024,

by JOSE HERNANDEZ (name of person acknowledging).

Maria Cardoso

Notary Public

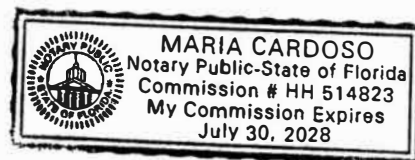
MARIA CARDOSO

(Print Notary Name)

State of Florida at Large

My Commission Expires: 7-30-28

(Printed, typed, or stamped commissioned name of notary public)





E-Verify Enrollment

Enrollment Pending

It's okay! We are temporarily unable to approve your enrollment at this time.

We couldn't immediately approve your enrollment in E-Verify because we were unable to verify the information you entered. Please contact the E-Verify Customer Support team at 888-464-4218 or e-mail us at E-Verify@dhs.gov within five federal government workdays in order to confirm the information provided during enrollment. **Do not enroll your company again in E-Verify. If you attempt to re-enroll, your enrollment may be further delayed.**

Thanks for signing up for E-Verify. Your participation is vital in ensuring a legal U.S. workforce. We look forward to hearing from you shortly to confirm your enrollment information.

[Log out of E-Verify](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)
[Accessibility](#) [Plug-ins](#) [Site Map](#)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) JOSE HERNANDEZ	
2 Business name/disregarded entity name, if different from above. PREMIER AIR CONDITIONING	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 2165 WEST 10TH COURT	Requester's name and address (optional)
6 City, state, and ZIP code HIALEAH, FL 33010	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
6	5	-	0	9	3	9	2	1
								2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Jose Hernandez</i>	Date <i>8-30-24</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Angela Nervi-Saketkoo PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4448 E-MAIL: angela.nervi@bbrown.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Company INSURER B: Navigators Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10178 36058
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COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL10009558100	09/25/2024	09/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL Aggregate Lmt \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10009558000	09/25/2024	09/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB10009558300	09/25/2024	09/25/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			WC010009558200	09/25/2024	09/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution			CH24ECPR00230NC	09/25/2024	09/25/2025	Each Incident \$500,000 Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CERTIFICATE HOLDER

CANCELLATION

Town of Southwest Ranches
13400 Griffin Road

Southwest Ranches

FL 33330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

**THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES**

HERNANDEZ, JOSE LUIS

PREMIER AIR COND & REFRIGERATION INC

2165 W 10 CT

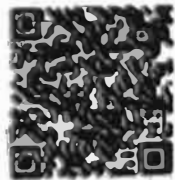
HIALEAH

FL 33010

LICENSE NUMBER: CAC057971

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Agency Name Town of Southwest Ranches
Bid Number IFB-1FB 25-02-0-2025/CS
Bid Name Furnish & Install Three (3) HVAC Units at Public Safety Facility - VFD
Bid Due Date 10/02/2024 11:00:00 Eastern
Bid Opening Closed

4 response(s) found

Company	Responded	Address	BidAmount	Documents	Sent
Premier Air Conditioning and Refrigeration, Inc.	10/02/2024 10:07:41 Eastern	2165 W 10th Ct, Hialeah, FL, 33013	\$ 29,552.00	Bid Document - including Plan	Electronic/Online
Cortez Heating & Air LLC	10/02/2024 10:44:11 Eastern	5012 US Hwy 41 N, Palmetto, FL, 34221	\$ 36,968.00	Bid Document - including Plan	Electronic/Online
Blizzard Air Conditioning LLC	10/02/2024 10:31:49 Eastern	12201 SW 128th Ct, Unit 107, Miami, FL, 33186	\$ 39,350.00	Bid Document - including Plan	Electronic/Online
Pilar Services Inc	10/02/2024 09:28:45 Eastern	10200 NW 25 St, Suite 202, Miami, FL, 33172	\$ 58,016.00	Bid Document - including Plan	Electronic/Online

The following firms submitted incomplete responses:

South Florida Ducts
Ice C Cool

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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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: Approving a Purchase Order to RadarSign in the amount of \$46,000 for the Purchase of Twelve (12) Flashing Speed Limit Signs

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

In Fiscal Year (FY) 2024, the Town implemented a program to install Flashing Speed Limit Signs throughout the Town to deter speeding in our rural residential community.

The Town budgeted for the purchase and installation of twelve signs in FY 2024 and an additional twelve signs in FY 2025.

The Town purchased the TC-600 S Model from RadarSign in FY 24 and desires to purchase the same make and model in FY 2025 for compatibility.

The signs not only make the driver aware of their speed they also compile information on peak

speeding hours and the number of speeders passing through an area. The Town can use the data from the signs to determine where and when police may need to increase patrols.

RadarSign's unique product includes the following:

- StreetSmart Data Collection Lifetime license
- Provides weekly, daily, hourly, and ½-hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more.
- Extended 30-day charts included for trend analysis.
- No recurring fees.

Fiscal Impact/Analysis

A Purchase Order will be issued to RadarSign in the amount of \$46,000 for the purchase of twelve (12) signs, the required software, and shipping. Funds are available in the FY 2024-2025 Budget in account # 101-5100-541-63100 (Infrastructure - General) totaling \$68,400. A purchase order for installation will be issued separately.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	10/31/2024	Resolution
Exhibit A - Purchase Order	10/17/2024	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO RADARSIGN IN THE AMOUNT OF FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$46,000.00) FOR THE PURCHASE OF TWELVE (12) FLASHING SPEED LIMIT SIGNS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO SIGN ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in Fiscal Year (FY) 2024, the Town implemented a program to install Flashing Speed Limit Signs throughout the Town to deter speeding in our rural residential community; and

WHEREAS, the Town budgeted for the purchase and installation of twelve signs in FY 2024 and an additional twelve signs in FY 2025; and

WHEREAS, after reviewing several products, RadarSign is the only vendor who has features the Town desires such as vandalism protections, and there is also a lifetime data collection that does not have an annual recurring fee; and

WHEREAS, the Town purchased the TC-600 S Model from RadarSign in FY 2024 and desires to purchase the same make and model in FY 2025; and

WHEREAS, the signs seeks to make drivers aware of their speed and it compiles information on peak speeding hours and the number of speeders passing by; and

WHEREAS, the Town can use the data from the signs to determine additional traffic calming measures; and

WHEREAS, RadarSign provided a quote for the purchase of twelve (12) signs that totals Forty-Six Thousand Dollars and Zero Cents (\$46,000.00); and

WHEREAS, the Town budgeted Sixty-Eight Thousand Four Hundred Dollars and Zero Cents (\$68,400.00) in FY 2024-2025 Budget Municipal Transportation Fund account 101-5100-541-63100 (Infrastructure - General) for this specific project; and

WHEREAS, a purchase order for installation will be issued separately; and

WHEREAS, the Town Council believes that the purchase order is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves Purchase Order to RadarSign in the amount of Forty-Six Thousand Dollars and Zero Cents (\$46,000.00) for the purchase of twelve (12) flashing speed limit signs, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. 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 _____ 2024 on a motion by

_____ and seconded by _____.

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, Town Attorney
1001.090.2024



Town of Southwest Ranches

Preserving Our Rural Lifestyle

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

PURCHASE ORDER

Fiscal Year 2025

FEI # 65-1036656

State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance & Budget Department)

DATE: 10/17/2024

REQUESTOR:

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

Vendor:

RadarSign

1220 Kennestone Circle Suite 130

Marietta, GA 30066

Contract/Bid No.:

Comments:

Ship To:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
12		101-5100-541-63100	TC-600 S Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet	\$3,695.00	\$ 44,340.00
12		101-5100-541-63100	Heavy Duty Lock for Universal Pivot Bracket	\$ 30.00	\$ 360.00
12		101-5100-541-63100	StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. No recurring fees.	\$ 275.00	\$ 3,300.00
1		101-5100-541-63100	Pallett Shipment	\$ 600.00	\$ 600.00
1		101-5100-541-63100	Customer Discount	\$(2,600.00)	\$ (2,600.00)
SUBTOTAL					\$ 46,000.00
SALES TAX					Exempt
TOTAL					\$ 46,000.00

Approved By: _____ Date _____
Department Head

Authorized By: _____ Date _____
Town Financial Administrator

Authorized By: _____ Date _____
Town Administrator

SEE TERMS AND CONDITIONS ON PAGES 2 & 3 AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town") acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE

This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT

Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS

Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT

If vendor fails to perform or comply with any provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in case of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY

Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES

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

EXCUSABLE DELAYS

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

E-VERIFY

Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION

All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR

Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with

such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE

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

INVOICING

Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY

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

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

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

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

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

OFFICIALS NOT TO BENEFIT

Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS

An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS

Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES

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

PUBLICITY

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

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

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

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

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

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

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

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

QUANTITIES

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

REMEDIES

Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY

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

REPRESENTATIVE

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

SEVERABILITY

If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING

Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX

All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

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

ANTI-DISCRIMINATION

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

WARRANTY

Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchandisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

HUMAN TRAFFICKING DISCLOSURE

Pursuant to, and as required by Section 787.06, Florida Statutes, Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it does not use coercion or services as defined in same.

FOREIGN COUNTRIES OF CONCERN

In accordance with §288.860, Florida Statutes, Town may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Vendor affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by Town. The Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it is not a foreign principal of a country of foreign concern.

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Quotation

Date: 10/17/2024

1220 Kennestone Circle
Suite 130
Marietta, GA 30066

PROPOSED BY:	
Name	Anna Duckworth
Phone	(678) 965-4814 Ext. 109 M: (470) 577-4982
Email	aduckworth@radarsign.com

Cloud Admin:
Phone:
Email:

PROPOSED TO / BILL TO:	SHIP TO:	
Town of Southwest Ranches	Town of Southwest Ranches	Account
13400 Griffin Road	13400 Griffin Road	Address
Southwest Ranches, FL 33330	Southwest Ranches, FL 33330	City, ST, Zip
Phone (954) 343.7453	Phone (954) 343.7453	Phone
eaceti@swranches.org	eaceti@swranches.org	Email
Emily McCord Aceti	Emily McCord Aceti	Attention

P. O. NUMBER	TERMS	

LINE #	QTY	PART #	DESCRIPTION	PRICE EACH	TOTALS
1	12	TC-600 S	Solar Power Radar Sign 13" Full Matrix Display: speeds readable at 600 feet 13" LED display - superbright amber with est. 100,000 hour life Two 12V 18 amp hour AGM batteries, provides up to 12 days backup operation K Band radar, meets FCC Part 15 rules, detection range up to 1200 feet "SLOW DOWN" & "TOO FAST" speeder alert messages, plus 3 levels of flashing speeds 3/8" thick Bashplate™ (provides the ultimate in vandal protection of sign) Standard timers allow up to 5 settings per day Possum Switch' allows sign to go dark for 30 minutes if assaulted with force Wi-Fi wireless transmitter, communication range up to 300 feet, No internet required	\$3,695.00	\$44,340.00
2	12	RS019	Standard faceplate, 28" x 33", 4" lettering: (White RS019, Fl. Yellow/Green RS020, Orange RS021, OR Yellow RS022)	Included	Included
3	12	AA041	50 watt solar panel, standard, Includes mounting bracket (AA003)	Included	\$0.00
4	12	AA073	Optional: Heavy Duty Lock for Universal Pivot Bracket TC-600 Only	\$30.00	\$360.00
5	12	StreetSmart	Optional: StreetSmart Data Collection Lifetime license (per sign) 35 charts, graphs, and tables included. Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles, # of speeders, average speeds, peak speeds, 50th & 85th percentile & more. Extended 30 day charts included for trend analysis. No recurring fees. Required to access traffic data.	\$275.00	\$3,300.00
6	12	RW002	Two year warranty (includes parts & labor and backup batteries)	Included	Included
7	1	SHP-600	Pallett Shipment	\$600.00	\$600.00
8	1	-	Customer Discount	(\$2,600.00)	(\$2,600.00)

Minimum re-stock fee: 15%.					
* Quote valid for 30 days. Pricing does not include any international taxes, fees, or duties.				TOTAL US\$	\$46,000.00
				Sales Tax Rate:	0.000% \$0.00
				Grand Total:	\$46,000.00
				TOTALS	

US State sales tax must be collected unless you provide a sales tax exempt form.

Authorized Signature

Print Name/Title

Date



Certified Quality System
ISO 9001:2015



100% MUTCD Compliant
Radar Speed Signs



Proudly Engineered &
Manufactured in the USA

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July 16, 2024

Please be advised that Radarsign LLC, is the manufacturer and sole authorized provider of the Radarsign brand speed feedback signs. The models include the TC-400, TC-400AC, TC-600S, TC-600AC, TC600Z, TC-800S, TC800AC, TC1100S, and TC1100AC.

Each model has unique features in the industry that are not found on other manufacturer's standard offerings:

TC-400

- Hinged door opening to battery packs allow the front portion of the sign to be disconnected from the rear portion with no tools required, making the sign very portable and easy to transport.
- Thick aluminum plate that covers the entire display area, and full polycarbonate cover that when combined, provide the most vandal resistant design in the industry.
- Standard Wi-Fi connection for operation of the sign requires no special software, apps, or hardware, allowing any smart phone, tablet or laptop to manage the radar sign operation up to 300 feet from the sign.
- Over the air software upgrades using Wi-Fi, so software fixes and upgrades can be done in the field.
- Possum Switch feature allows the radar sign to 'play dead' for 30 minutes when attached by force.

TC-600S & TC-600AC

- Thick aluminum plate that covers the entire display area, and full polycarbonate cover that when combined, provide the most vandal resistant design in the industry.
- Standard Wi-Fi connection for operation of the sign requires no special software, apps, or hardware, allowing any smart phone, tablet or laptop to manage the radar sign operation up to 300 feet from the sign.
- Over the air software upgrades using Wi-Fi, so software fixes and upgrades can be done in the field.
- Possum Switch feature allows the radar sign to 'play dead' for 30 minutes when attached by force.
- Full Matrix display with 13" tall display includes word alerts SLOW DOWN and TOO FAST. Additional message alerts include smiley face, red/blue strobe, simulated camera flash, sharp curve, left and right facing chevrons, thank you, fine alert, sharp curve and school zone.

(Continued below)

1220 Kennestone Circle, Suite 130, Marietta, GA 30066
Phone 678-965-4814 Fax 678-278-1256
www.radarsign.com



Proudly Engineered
and Manufactured
in the USA



TC-800S & TC-800AC

- Thick aluminum plate that covers the entire display area, and full polycarbonate cover that when combined, provide the most vandal resistant design in the industry.
- Standard Wi-Fi connection for operation of the sign requires no special software, apps, or hardware, allowing any smart phone, tablet or laptop to manage the radar sign operation up to 300 feet from the sign.
- Over the air software upgrades using Wi-Fi, so software fixes and upgrades can be done in the field.
- Possum Switch feature allows the radar sign to 'play dead' for 30 minutes when attached by force.
- Full Matrix display with 15" tall display includes word alerts SLOW DOWN and TOO FAST. Additional message alerts include smiley face, red/blue strobe, simulated camera flash, sharp curve, left and right facing chevrons, thank you, fine alert, sharp curve and school zone.
- Secured external battery housings allowing field battery changes.

TC-1100S & TC-1100AC

- Thick aluminum plate that covers the entire display area, and full polycarbonate cover that when combined, provide the most vandal resistant design in the industry.
- Standard Wi-Fi connection for operation of the sign requires no special software, apps, or hardware, allowing any smart phone, tablet or laptop to manage the radar sign operation up to 300 feet from the sign.
- Over the air software upgrades using Wi-Fi, so software fixes and upgrades can be done in the field.
- Possum Switch feature allows the radar sign to 'play dead' for 30 minutes when attached by force.
- Full Matrix display with 18" tall display includes word alerts SLOW DOWN and TOO FAST. Additional message alerts include smiley face, red/blue strobe, simulated camera flash, sharp curve, left and right facing chevrons, thank you, fine alert, sharp curve and school zone.
- Secured external battery housings allowing field battery changes.

Thank you for very much for considering Radarsign brand products.

Best Regards,

Anna Duckworth

Director of Sales

Radarsign LLC

1220 Kennestone Circle, Suite 130, Marietta, GA 30066

Phone 678-965-4814 Fax 678-278-1256

www.radarsign.com



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EXHIBIT 6: SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM



TOWN OF SOUTHWEST RANCHES



SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM

VALID FOR twelve months after completion

Procurement by noncompetitive proposals may be used only when the award of contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐ The item is available only from a single source (sole source justification is attached).

☐ Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

☐ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number: _____

***Please include a signed letter on company letterhead from the selected vendor declaring they are indeed a sole or single source for the item(s) being purchased.**

How many individuals, companies, and/or manufacturers were contacted about this purchase:

If **sole source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of sole source purchase.)

If **single source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of a single source purchase.)

Department Director Signature: _____

Date: _____

Procurement Officer Signature: _____

Date: _____



What Sets Radarsign Apart

#1. CUSTOMER SERVICE - We believe in available and reliable customer service. When you have questions or need technical support, you will speak with a real person. And, unlike some of our competitors, Radarsign has never declined to repair a sign just because it was an older model. Additionally, our website has Customer Resource Center with software downloads, installation and operation manuals, a troubleshooting guide, repair/upgrade information and forms, product sheets, spec sheets, videos and more.

<https://www.radarsign.com/customer-resource-center/>

#2. All Radarsign models are Wi-Fi enabled with a communication range of up to 300 feet, providing a direct connection between our sign and most web enabled devices (Android and iOS | Windows and Apple); Allows for quick and easy sign operation and data download.

Some competitor signs are equipped with Bluetooth. Bluetooth is an older technology that requires software or an app to communicate with the sign, has a typical range of only 30 feet, is 10x slower than Wi-Fi, and is not always compatible with Apple products.

#3. Our Streetsmart Traffic Data Collection and Reporting software is a LIFETIME license per sign, with a ONE-time charge of \$275 with NO recurring fee. Some of our competitors charge an annual fee for their data collection. With their software, you will pay thousands more for data collection and reporting for each sign that you own.

#4. All Radarsign models have a protective aluminum Bashplate™ with integrated LED reflector cones and a polycarbonate shield to protect the LEDs and the internal components of the sign from abuse or vandalism. Our signs can be hit with a baseball bat or metal rod without damaging the LEDs or causing any internal damage to the sign.

With some of our competitors signs you can place your fingertips directly on a "contact lens" style cover for each individual LED light. "Contact lens" LEDs are exposed with no protection from abuse, vandalism, or the weather. If a rock or large object were to damage a single LED cover, that becomes a single point of entry for water to penetrate and do damage to the sign. There are hundreds of points of failure in this design.

#5. We have the most vandal resistant design in the industry that can even stop bullets. Would you rather pay just a few hundred dollars to repair a sign that stopped a bullet vs. having to completely replace a sign because a bullet went through the LED board and CPU board?

#6. We are the only company that has a 'possum mode' security feature that is activated when someone tries to vandalize the sign. The "Possum Switch" activation feature allows the sign to "play dead" if attacked with force making the sign appear as though it is no longer functioning. The sign automatically begins normal operation after 30 minutes.

#7. Our signs are proudly engineered and manufactured in the USA. If for any reason your sign needs to be serviced or sent back to us for repair, all repairs will be done at our corporate headquarters in Marietta GA, not shipped out of the country for repair.

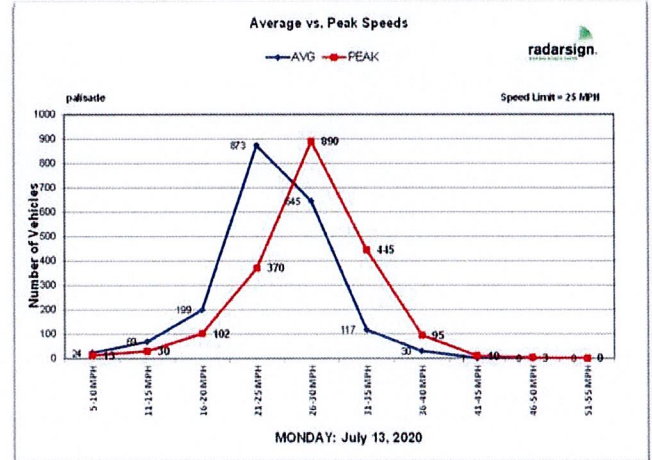
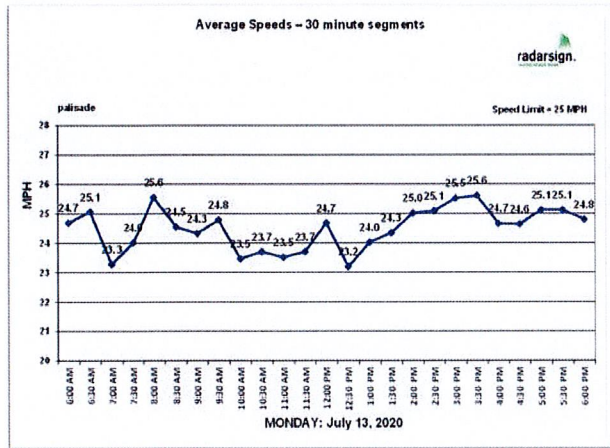
#8. QUALITY- Designed for long life use, all our signs have aluminum housings, not plastic. **Radarsign is THE industry leader in manufacturing the highest quality radar speed signs on the market today.** Our signs are vandal, weather, and bullet resistant, and are simple to operate. The first sign Radarsign ever sold was to Michelin in Anderson, South Carolina in 2004. That same sign is still on site at Michelin and is still working today, **almost two decades later.**

#9. The combination of customer service and high-quality products at a fair price has resulted in over one-third of all our sales coming as repeat business each year from satisfied customers.

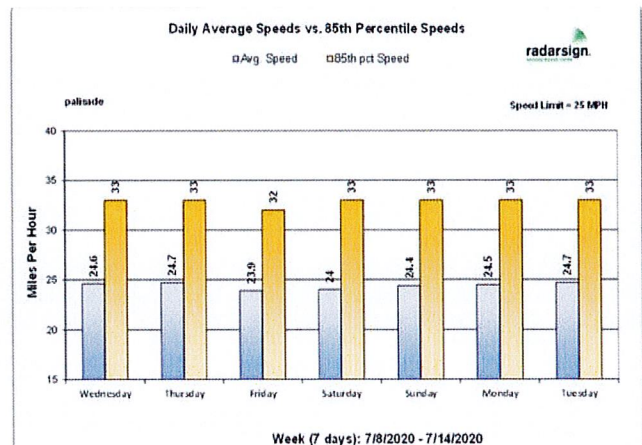
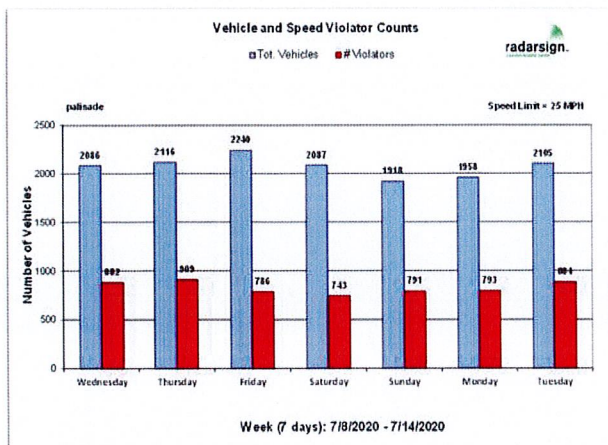
Sample Master Data Table: Daily ½ (or ¼) Hour Segments

DAILY 1/2 HOUR SEGMENT RECORDS						SPEED BIN DATA			SUMMARY DATA	
Time	# Vehicl	# Violato	Peak MP	% Violat	AVG. MPH	MPH Bins	# Veh. AVG	Veh. PEAK	Daily Summary	Totals
12:00 AM	6	0	33	0.0%	16.8	5-10 MPH	67	38	Start Date	10/19/2013
12:30 AM	6	0	26	0.0%	17.8	11-15 MPH	172	110	Vehicle Count	1005
1:00 AM	2	0	27	0.0%	24.0	16-20 MPH	352	270	# Violations AVG	77
1:30 AM	0	0	0	0.0%	0.0	21-25 MPH	337	346	% Violations AVG	7.70%
2:00 AM	1	0	31	0.0%	24.0	26-30 MP+	61	190	# Violations PK	241
2:30 AM	10	0	28	0.0%	17.3	31-35 MPH	13	43	% Violations PK	24.00%
3:00 AM	2	0	22	0.0%	17.0	36-40 MP+	3	7	% Violators > 5 MPH AVG	1.60%
3:30 AM	1	0	25	0.0%	16.0	41-45 MPH	0	1	% Violators > 10 MPH AVG	0.30%
4:00 AM	0	0	0	0.0%	0.0	46-50 MP+	0	0	% Violators > 15 MPH AVG	0.00%
4:30 AM	1	0	22	0.0%	16.0	51-55 MPH	0	0	% Violators > 5 MPH PK	5.10%
5:00 AM	0	0	0	0.0%	0.0	56-60 MP+	0	0	% Violators > 10 MPH PK	0.80%
5:30 AM	0	0	0	0.0%	0.0	61+ MPH	0	0	% Violators > 15 MPH PK	0.10%
6:00 AM	4	0	25	0.0%	15.0	<div># vehicles in speed bin based on AVERAGE speed of vehicle</div>			MPH Avg	19.1
6:30 AM	10	0	27	0.0%	18.4				Peak Speed	42
7:00 AM	15	2	36	13.3%	21.9				50th %tile	n/a
7:30 AM	19	2	37	10.5%	19.3	<div># vehicles in speed bin based on PEAK speed of vehicle</div>			85th %tile	n/a
8:00 AM	24	7	34	29.2%	20.7				# Non-Speeders AVG	928
8:30 AM	17	2	31	11.8%	21.5				# Non-Speeders PK	764
9:00 AM	35	4	34	11.4%	18.9				# Speeders > 5 MPH AVG	16
9:30 AM	29	3	34	10.3%	19.0				# Speeders > 10 MPH AVG	3
10:00 AM	42	2	36	4.8%	19.1				# Speeders > 15 MPH AVG	0
10:30 AM	38	0	28	0.0%	18.8				# Speeders > 5 MPH PK	51
11:00 AM	36	1	32	2.8%	18.0				# Speeders > 10 MPH PK	8
11:30 AM	42	3	28	7.1%	18.9				# Speeders > 15 MPH PK	1
12:00 PM	29	3	34	10.3%	20.0				Calculated Speed Limit	25
12:30 PM	39	2	31	5.1%	18.3				Avg. Daily Totals (ADT)	144
1:00 PM	60	2	32	3.3%	16.7				Number of Days	7
1:30 PM	52	4	37	7.7%	18.8					

Sample Streetsmart Reports-Daily



Sample Streetsmart Reports-Weekly



One Sign...
Multiple Applications



TC-600 Full Matrix Radar Speed Sign
Your Traffic Calming POWER Tool



Certified Quality System
ISO 9001:2015



MUTCD Compliant
Radar Speed Signs



Proudly Engineered &
Manufactured in the USA

Display and Radar Specifications

YOUR SPEED Faceplate

- 28"W x 33"H YOUR SPEED faceplate with 4" high lettering
(Optional oversized 30"W x 36"H available)
- Ideal for roads with traffic speeds of 5-70 mph
- MUTCD compliant colors and reflectivity
- Available in white, fluorescent yellow/green, safety orange, and yellow

Speed Violator Alerts

- Standard alerts include: Speed display | SLOW DOWN | TOO FAST
- **Optional** alert choices: SHARP CURVE | chevrons (right or left facing) | smiley face | fine alert | alternating red/blue alert, all red alert, all blue alert, or white alert (can flash as a strobe, or simulate a camera flash)
- Speed display flash rates: MUTCD flash (approx. 55-60 fpm), Slow flash (approx. 100 fpm), Fast flash of actual speed (approx. 140 fpm)
- Display speed and word message alerts alternately or individually, based on speed settings

LEDs

- 2 digits (3 digits up to 185 KPH), 13" high super bright amber full matrix LEDs (life up to 100,000 hours)
- Laser cut flat black mask enhances visibility of LED display when illuminated, and ensures completely dark display when LEDs are off
- Easily readable speed digits up to 650 feet
- Display brightness control: Automatic intensity adjustment to ambient light conditions

Radar

- Type: K Band, single direction Doppler radar, FCC part 15 compliant; no license required
- Sensor Range: Detects vehicles up to 1200 feet
- Beam Width: 12 degrees, +/- 2 degrees
- Operating Frequency: 24.125 GHz, +/- 50 MHz
- Accuracy: +/- 1.0 mph
- Speed Detection Range: 5 - 127 mph

Power Options / Battery Specifications

TC-600S (Solar Powered)

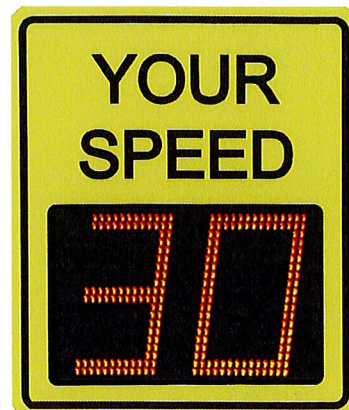
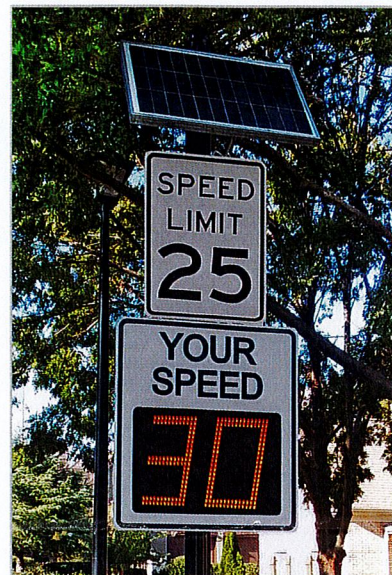
- Operates 24/7 with solar power supply
- Solar Panel Output: 50 watt standard; 75 watt optional
- Power Supply: Two 12-volt, 18 amp/hour AGM batteries (UL recognized); provides up to 14 days of back-up operation on fully charged batteries
- Solar Charger: Fully integrated charge controller with continuous monitoring and data logging of solar output and battery charge status. Charger and battery characteristics matched to operate over the sign's operating temperature range.
- Low battery cut-off feature provides intelligent battery management
- Battery Status: Check battery charge levels and solar amperage via Wi-Fi
- Power Consumption: < 2.0 amps in active mode; Idle mode < 1/2 watt
- Circuit Breaker: Multi-circuit, 3x10 amp fuses
- Pole Mount Solar Bracket: Side of pole mount with adjustable angle bracket

TC-600A (AC Powered)

- Operates 24/7 with AC power supply
- Power Supply: Hard wire to 100V-240V power supply
- Power Consumption: < 2.0 amps in active mode; Idle mode < 1/2 watt
- Circuit Breaker: Multi-circuit, 10 amp fuse

Electronics

- All power inputs are fused and reverse polarity protected
- All circuit boards are conformally coated for extra protection
- Sign has automatic reset and watch-dog circuitry to return to normal operation without user intervention



Housing Specifications

Radar Speed Sign Housing

- Dimensions: 18.5"H x 26.25" W x 5.0"D
- Thickness: .1875" to .25" thick, heavy-duty aluminum
- NEMA 4 level compliant
- Humidity Maximum: 100%
- Non-sealed and ventilated
- Provides maximum protection from the elements and vandalism
- Seamless construction with no welding
- Single-piece cast aluminum housing design means no separate battery box to mount

Bashplate™ with Integrated LED Reflectors

- Internal .375" aluminum shield over LED display to protect components from abuse or vandalism
- Directional beam technology: Individual holes for each LED focus and reflect light toward the road, providing the highest quality viewable display with minimum energy usage

Polycarbonate Display Cover

- .25" thick protective sheet covers entire display area
- Abrasion, graffiti and shatter resistant; UV protection

Weight

- TC-600S (Solar Powered): 41 lbs., (67 lbs. with batteries)
- TC-600A (AC Powered): 41 lbs.

Operating Temperature

- Operating Temperature: -40°F to +160°F

Standard Features

Standard Programming

- Setup functions: Easy to follow menu, no mechanical switches to operate
- Daily timers: Allow 4 on/off timer settings per day, also by day of week. Settings allow lower speed limits for school zone times and for late night display shutoff. (Optional Advanced Scheduler available with all models)
- Stealth mode: Display on-off feature allows traffic data collection continue even when the display is off
- "Possum Switch" activation feature allows the sign to "play dead" for 30 minutes if attacked with force
- Maximum speed cutoff: Prevents unwanted high speed displays; up to 99 mph; discourages "racing" of sign. Choice of flashing matrix, or LED display cutoff.

Wi-Fi Enabled

- No internet required. Manage your radar speed sign with phone, tablet, or laptop.
- Allows for quick and easy sign operation/data download from most web enabled devices
- WPA2 encrypted security; Password protection
- Connection range up to 300 feet from sign

OTA Software Updates (over-the-air)

- Allows the wireless delivery of software updates and upgrades directly to the radar speed sign

Warranty

- 2 year warranty on parts and labor, including batteries. Exceptions: Does not cover malicious abuse, theft, or damage due to unauthorized modification. Optional third year warranty extension available.

Traffic Data Reporting Option

StreetSmart (optional)

- Traffic data reporting software to report, organize and analyze speed and traffic data. The information collected by the radar speed sign is loaded into Excel™ ready .csv files, and can generate 35 charts and graphs.

Traffic Data Storage Capacity:

- Stores data on up to 5 million vehicles; Retains data for retrieval for 12 months.



Hyper-Alerts™

Compact Flash Technology

Hyper-Alerts™ are compact clusters of LED lights built right into the "YOUR SPEED" faceplate of the TC-600 model, delivering a significantly more compact solution than traditional beacons. By clustering the LEDs into a smaller footprint, the same light from a typical flasher becomes an urgent notification for the driver.

Application

Perfect for use in pedestrian-heavy environments such as school zones, business campuses, military bases and anywhere else there is an urgency to slow drivers.

Raised Awareness

The LED clusters deliver the same luminescence as a 12" beacon, only in a more compact surface. This results in an "impossible to ignore alert" even 1000 feet from the sign.

Cost Effective

Instead of having to choose between either flashing beacons or a radar speed sign, now you can have both alerts for slightly more than the price of either one. The LED clusters are built right into the oversized (30"W x 36"H) YOUR SPEED faceplate resulting in a more compact system that is far easier to install. This upgrade offers a cost-effective solution to provide the maximum traffic calming effect on speeding drivers.

Design

- Industrial construction with sleek design is in stark contrast to the individual, bulky, piece-meal look of traditional beacons
- Dual high-intensity amber LED clusters
- Meets ITE guidelines for brightness use in school zones
- LED luminosity: 3000 mcd minimum – 12000 mcd maximum
- 68 LEDs per alert, highly viewable at 1000 feet
- Flash patterns: MUTCD standard 60 fpm, Wig-Wag (alternating); Custom patterns available

Scheduling Flexibility

- Programmable for an entire year in advance, by date and time, using our Advanced Scheduler
- Hyper-Alerts™ can be activated based on time of day, by speed, or by both

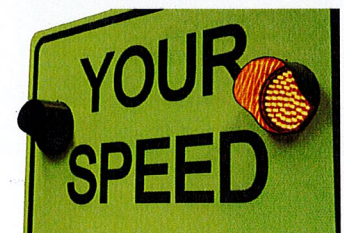
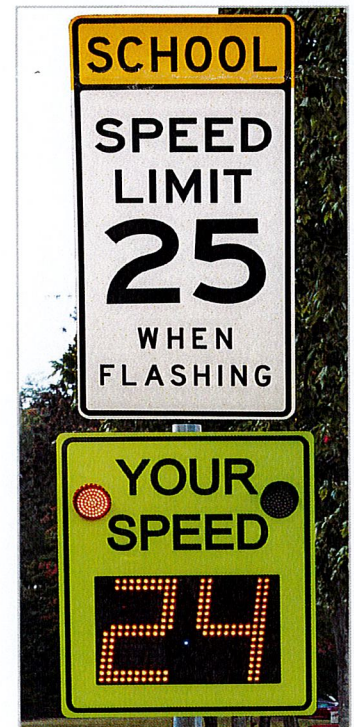
Solar Power Output with Hyper-Alert™ Option

- 50 watt solar panel for maximum 4 hour daily operation
- 75 watt for maximum 10 hour daily operation
- 90 watt for 24/7 operation
- 120 watt for high volume traffic and cold temperatures

Weight

- TC-600S with Hyper-Alerts™: 47 lbs., (73 w/ batteries)
- TC-600A (AC Powered) with Hyper-Alerts™: 47 lbs.

The Hyper-Alert™ option is available on a new TC-600 sign, or as a retrofit of an existing sign; Existing sign must be returned to Radarsign for the retrofit.



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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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: Contract Award to Kailas Corp for the Green Meadows Drainage Improvement Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was successful in obtaining \$793,166 in funding for critical infrastructure along in Green Meadows from the State budget with a \$100,000 Town match. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project. Town staff held a public meeting on October 17, 2023, to discuss the specifics of the project with impacted residents.

During permitting, the South Broward Drainage District required proposed swale areas to be piped instead to improve the conveyance of surface water. While this increased resiliency, it

also increased the price of project. Therefore, the consulting engineer separated the bid in the into a base bid amount with three additional alternatives: Optional work items that may, at the Town’s sole discretion, be included in the contract award to the bidder with the lowest responsive and responsible Base Bid, contingent upon budget availability.

Base Bid: The base bid includes SW 164th Terrace from the 5600 Block south to Stirling Road and along Stirling Road west to SW 166th Avenue.

Add Alternate 1: This includes SW 163rd Avenue (Green Meadows Drive) from the 5600 Block south to Stirling Road, then west along Stirling Road to SW 164th Terrace.

Add Alternate 2: This includes SW 162nd Avenue from the 5800 Block south to Stirling Road and along Stirling Road from just east of SW 162nd Avenue to SW 163rd Avenue.

Add Alternate 3: This includes SW 166th Avenue from the 5700 Block south to Stirling Road.

The Town advertised an Invitation for Bids 24-001 on June 12, 2024. On July 22, 2024, the Town received three (3) responsive bids.

Bidder	Base Bid	Add Alt 1	Add Alt 2	Add Alt 3	TOTAL for ALL
Kailas Corp	\$624,850.00	\$763,000.00	\$375,550.00	\$237,650.00	\$2,001,050.00
Absolute Construction Services, Inc.	\$796,370.00	\$877,282.50	\$478,360.00	\$338,900.00	\$2,490,912.50
Basile USA	\$861,413.37	\$942,455.45	\$514,320.82	\$289,702.73	

After reviewing the bids, it was determined that Kailas Corp was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code. The contractor will have 180 days to complete the project after the Notice to Proceed is issued.

The Town also budgeted to construct an unrelated TSDOR project along SW 162nd Avenue, SW 163rd Avenue, SW 49th Street from SW 163rd Avenue to the dead end, SW 53rd Street from SW 163rd Avenue to SW 162nd Avenue, and SW 164th Terrace for \$752,080 in FY 2025 and \$752,080 in FY 2026. The TSDOR project construction will be bid once the drainage project is substantially complete for proper phasing of work in the area.

Fiscal Impact/Analysis

Pursuant to Resolution 2022-069, the Town entered into an agreement with the Florida Department of Environmental Protection to receive \$793,166 of grant funding for this Drainage Improvement Project with a \$100,000 Town match. The Town has \$791,061 remaining for construction after surveying and design expenses.

The Town Council approved during the October 29, 2024, Council meeting the reallocation of \$1,209,989 of American Rescue Plan Act (ARPA) funds to complete this project. A budget amendment of the reallocated ARPA funds to the Transportation Fund is required.

TRANSPORTATION FUND

Expenditure Increase:

Infrastructure - Drainage (101-5100-541-63260)	\$1,209,989
--	-------------

Revenues Increase:

Transfer from General Fund (101-0000-381-38101)	\$1,209,989
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GENERAL FUND - ARPA

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)	\$1,209,989
--	-------------

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	\$1,209,989
--	-------------

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/12/2024	Resolution
Exhibit A - Agreement	11/12/2024	Exhibit
Location Map	10/30/2024	Exhibit

RESOLUTION NO. 2025-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CORP. FOR CONSTRUCTION OF THE GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF TWO MILLION ONE THOUSAND FIFTY DOLLARS AND ZERO CENTS (\$2,001,050.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the Green Meadows Drainage Project (the "Project"); and

WHEREAS, the Project includes swale regrading and restoration, installation of catch basins and associated drainage pipes, coring into the existing system, and driveway restoration; and

WHEREAS, the Town advertised an Invitation for Bids (IFB) 24-001 on June 12, 2024 with a base bid with three additional alternatives; and

WHEREAS, the Town received three (3) responses on July 22, 2024; and

WHEREAS, after reviewing the bids, it was determined that Kailas Corp. was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Kailas Corp's base bid totals Six Hundred Twenty-Four Thousand Eight Hundred Fifty Dollars and Zero Cents (\$624,850.00); and

WHEREAS, the Town desires to award the additional alternative items as follows: Seven Hundred Sixty-Three Thousand Dollars and Zero Cents (\$763,000.00) for Add-Alt 1; Three Hundred Seventy-Five Thousand Five Hundred Fifty Dollars and Zero Cents (\$375,550.00) for Add-Alt 2; Two Hundred Thirty-Seven Thousand Six Hundred Fifty Dollars and Zero Cents (\$237,650.00) for Add-Alt 3, which totals One Million Three Hundred Seventy-Six Thousand Two Hundred and Zero Cents (\$1,376,200.00); and

WHEREAS, the Town desires to award the base bid and all add-alternatives for a total of Two Million One Thousand Fifty Dollars and Zero Cents (\$2,001,050.00); and

WHEREAS, pursuant to Resolution 2022-069, the Town entered into an agreement with the Florida Department of Environmental Protection to receive Seven Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$793,166.00) grant with a One Hundred Thousand Dollar and Zero Cents (\$100,000.00) Town match for this Drainage Improvement Project; and

WHEREAS, the Town has Seven Hundred Ninety-One Thousand Sixty-One Dollars and Zero Cents (\$791,061.00) remaining in the FY 2024-2025 Budget Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for construction after surveying and design expenses; and

WHEREAS, the Town Council approved during the October 24, 2024, Council meeting the reallocation of One Million Two Hundred Nine Thousand Nine Hundred Eighty-Nine Dollars and Zero Cents (\$1,209,989.00) of American Rescue Plan Act (ARPA) funds to complete this project; and

WHEREAS, a budget amendment utilizing the reallocated ARPA funds totaling One Million Two Hundred Nine Thousand Nine Hundred Eighty-Nine Dollars and Zero Cents (\$1,209,989.00) to the Transportation Fund is required; and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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

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

Section 2. The Town Council hereby approves an Agreement with Kailas Corp. in the amount of Two Million One Thousand Fifty Dollars and Zero Cents (\$2,001,050.00) for construction of the Green Meadows Drainage Project, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves a budget amendment utilizing the reallocated ARPA funds One Million Two Hundred Nine Thousand Nine Hundred Eighty-Nine Dollars and Zero Cents (\$1,209,989.00) to the Transportation Fund as follows:

TRANSPORTATION FUND

Expenditure Increase:

Infrastructure - Drainage (101-5100-541-63260)	\$1,209,989
--	-------------

Revenues Increase:

Transfer from General Fund (101-0000-381-38101) \$1,209,989

GENERAL FUND - ARPA

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) \$1,209,989

Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900) \$1,209,989

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 5. 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 _____ 2024 on a motion by

_____ and seconded by _____.

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, Town Attorney
1001.097.2024

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

KAILAS CORP.

FOR

**“IFB 24-001 – GREEN MEADOWS
DRAINAGE IMPROVEMENT PROJECT (LP06013)
– FEDERAL GRANT FUNDED ARPA PROJECT”**

**AGREEMENT FOR
“IFB 24-001 – GREEN MEADOWS
DRAINAGE IMPROVEMENT PROJECT (LP06013)
– FEDERAL GRANT FUNDED ARPA PROJECT”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this ____ day of November 2024 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and Kailas Corp. (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to implement the “IFB 24-001 – GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT ” (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids (“IFB”), IFB 24-001 on June 12, 2024, and

WHEREAS, three bids were received by the Town on July 22, 2024; and

WHEREAS, the Town has adopted Resolution No. 2024- ____ at a public meeting of the Town Council approving the recommended award and has selected Kailas Corp. for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB 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 IFB, the terms of the attached Resolution 2024-____, the Contractor’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 Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“IFB 24-001– GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT (LP06013) – FEDERAL GRANT FUNDED ARPA PROJECT”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor 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 Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred and fifty (150) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and

- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 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 Contractor, 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.

Liquidated/Delay Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred and fifty (150) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **one hundred and fifty (150) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred and eighty (180) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;

- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, **\$2,001,050.00** Dollars ("Contract Price").
- 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, Contractor 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 Contractor 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 Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor 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. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be

released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor'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 damaged requiring correction or replacement, (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 Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Agreement and IFB.
- 6.2 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.
- 6.3 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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor'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) Contractor'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 Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 All Vendor applicable Insurance Policies shall be uploaded to the Town website at <http://www.southwestranches.org/procurement> using the [VENDOR COI UPLOAD] button.
- 6.6 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.7 Contractor 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. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor 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:** Contractor 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 contractors, 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.

6.8 Contractor 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.

6.9 Contractor'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

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

6.11 If any of Contractor'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.

6.12 The Contractor 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.

6.13 If any of Contractor'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 Contractor's renewal policies.

6.14 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR 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 CONTRACTOR'S WORK UNDER THE AGREEMENT.**

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

6.16 All required insurance policies shall preclude any insurer's 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.

- 6.17 Contractor 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.
- 6.18 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.
- 6.19 Notwithstanding any other provisions of this Agreement, Contractor’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 7: Copyrights and Patent Rights

Contractor 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. Contractor 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 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor 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 the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor 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. Contractor 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. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for

the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

Nothing in this Agreement 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 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement 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 14: No Third-Party Beneficiaries

This Agreement 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 Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor 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 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor 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 Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: 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. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor 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 IFB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this IFB 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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor 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.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 18: 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 Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor 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 Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by

Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor 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, Contractor'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 Contractor 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 Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor 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 Contractor 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 Contractor 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 Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor 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. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

Section 19: 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

contractor, 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 Contractor shall result in Town’s immediate termination of this Agreement.

Section 20: Change Orders and Modification of Agreement

Town and Contractor 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 Contractor, 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 Contractor’s performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor’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, CONTRACTOR AND 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; Liquidated Damages

Time is of the essence for all of Contractor’s obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

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 Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design 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 the Contractor 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. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

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 Contractor:

Jorge Paz
Kailas Corp.
12565 Orange Drive, Suite 410
Davie, Florida 33330

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 Contractor and all persons or entities employed or otherwise retained by Contractor 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 Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records,

and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor 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 Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor 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 Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor 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 Agreement 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.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor 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 Agreement are accurate, complete, and current at the time of contracting.
- L. Human Trafficking Disclosure.** Pursuant to, and as required by Section 787.06, Florida Statutes, Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it does not use coercion or services as defined in same.
- M. Foreign Countries of Concern.** In accordance with §288.860, Florida Statutes, Town may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Vendor affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by Town. The Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it is not a foreign principal of a country of foreign concern.

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

WITNESSES:

KAILAS CORP.:

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

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, 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
1001.031.2024



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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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: Approving a Contract Extension to the Craven Thompson and Associates Agreement for Professional Surveying Services

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

On June 12, 2019, the Town advertised a Request for Letters of Interest (RLI) # 19-004 for Continuing Contracts for Professional Surveying Services. Pursuant to Resolution 2019-058, the Town entered into an agreement with Craven Thompson and Associates. The Original Agreement is set to expire on November 16, 2024.

Pursuant to Article 6 of the agreement, the continuing contract for professional surveying services shall have an initial three (3) year term, with two (2) two-year extensions by mutual agreement of both parties. Also pursuant to Article 6 of the agreement, contract extensions may be approved by the Town Administrator.

The Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein. Craven Thompson and Associates is requesting an amendment to the agreement pricing as shown on Exhibit “A”.

Fiscal Impact/Analysis

Services will be performed on an as-needed basis.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/1/2024	Resolution
Exhibit A	11/1/2024	Exhibit

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT EXTENSION TO THE PROFESSIONAL SURVEYING SERVICES AGREEMENT WITH CRAVEN THOMPSON AND ASSOCIATES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2019, the Town advertised a Request for Letters of Interest (RLI) # 19-004 for Continuing Contracts for Professional Surveying Services; and

WHEREAS, pursuant to Resolution 2019-058, the Town entered into an agreement with Craven Thompson and Associates; and

WHEREAS, pursuant to Article 6 of the agreement, the continuing contract for professional surveying services shall have an initial three (3) year term, with two (2) two-year extensions by mutual agreement of both parties; and

WHEREAS, pursuant to Article 6 of the agreement, contract extensions may be approved by the Town Administrator; and

WHEREAS, the Original Agreement is set to expire on November 16, 2024; and

WHEREAS, the Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein; and

WHEREAS, Craven Thompson and Associates is requesting an amendment to the agreement pricing as shown on Exhibit "A"; and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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 the contract renewal for Professional Surveying Services with Craven Thompson and Associates as outlined in the Contract Renewal attached hereto.

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

Section 4. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

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, Town Attorney
1001.1091.2024



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of November 21, 2024 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Craven Thompson and Associates with its principal office located at 3563 NW 53rd St. Ft Lauderdale, FL 33309 ("Consultant").

WHEREAS, the Town and the Consultant entered into an agreement dated September 12, 2019 (the "Original Agreement") for the provision of Continuing Contract for Professional Surveying Services and approved via Resolution No. 2019-058; and

WHEREAS, the Original Agreement is set to expire on November 16, 2024; and

WHEREAS, the Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Renewal Term:** The term of the Original Agreement is hereby extended for an additional period of two-year period commencing on November 21, 2024 and ending on November 21, 2026.
2. **Compensation:** The Town shall pay the Consultant as outlined in the Original Agreement. If any modification to the original schedule has been agreed to between the parties those fees will be charged in accordance with the fee schedule attached hereto as Exhibit "A".
3. **Scope of Services:** The Consultant shall continue to provide the services as outlined in the Original Agreement. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Terms and Conditions:** All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.
5. **Notices:** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
6. **Miscellaneous:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Consultant agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES

By: _____
Name: _____
Title: _____
Date: _____

CRAVEN THOMPSON & ASSOCIATES


By: 
Name: Patrick J. Gibney, P.E.
Title: Vice President, Engineering
Date: November 1, 2024

EXHIBIT "A"

**CRAVEN THOMPSON & ASSOCIATES, INC.
HOURLY FEE SCHEDULE**

**TOWN OF SOUTHWEST RANCHES RLI NO. 19-004
A CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING SERVICES**

Civil Engineering Services

Principal Engineer	\$300/Hour
Senior Supervising Engineer	\$275/Hour
Senior Engineer	\$200/Hour
Project Engineer.....	\$170/Hour
Engineering Senior CADD Technician	\$130/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$250/Hour
Professional Land Surveyor.....	\$200/Hour
Project Surveyor.....	\$170/Hour
Survey CADD / GIS Tech	\$125/Hour
Survey Field Crew (1-Man Crew)	\$130/Hour
Survey Field Crew (2-Man Crew)	\$185/Hour
Survey Field Crew (3-Man Crew)	\$250/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$350/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$250/Hour
Senior Supervising Landscape Architect	\$225/Hour
Senior Landscape Architect	\$190/Hour
Senior Planner	\$180/Hour
Landscape Architect.....	\$175/Hour
Project Landscape Designer	\$165/Hour
Land Planner	\$165/Hour

Construction Administration Services

Director of Construction Management	\$195/Hour
Construction Manager	\$180/Hour
Senior Field Representative	\$150/Hour
Field Representative	\$125/Hour

Miscellaneous

Clerical.....	\$95/Hour
---------------	-----------



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: Emily Aceti, Community Services Manager
DATE: 11/21/2024
SUBJECT: Approving a Contract Extension to the Craven Thompson and Associates Agreement for Professional Engineering Services

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

On August 19, 2019, the Town advertised a Request for Letters of Interest (RLI) # 19-005 for Continuing Contracts for Professional Engineering Services. Pursuant to Resolution 2020-003, the Town entered into an agreement with Craven Thompson and Associates. The Original Agreement is set to expire on November 19, 2024.

Pursuant to Article 6 of the agreement, the continuing contract for professional surveying services shall have an initial three (3) year term, with two (2) two-year extensions by mutual agreement of both parties. Also pursuant to Article 6 of the agreement, contract extensions may be approved by the Town Administrator.

The Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein. Craven Thompson and Associates is requesting an amendment to the agreement pricing as shown on Exhibit "A".

Fiscal Impact/Analysis

Services will be performed on an as-needed basis.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exhibit A	11/1/2024	Exhibit

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT EXTENSION TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CRAVEN THOMPSON AND ASSOCIATES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 19, 2019, the Town advertised a Request for Letters of Interest (RLI) # 19-005 for Continuing Contracts for Professional Engineering Services; and

WHEREAS, pursuant to Resolution 2020-003, the Town entered into an agreement with Craven Thompson and Associates; and

WHEREAS, pursuant to Article 6 of the agreement, the continuing contract for professional engineering services shall have an initial three (3) year term, with two (2) two-year extensions by mutual agreement of both parties; and

WHEREAS, pursuant to Article 6 of the agreement, contract extensions may be approved by the Town Administrator; and

WHEREAS, the Original Agreement is set to expire on November 19, 2024; and

WHEREAS, the Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein; and

WHEREAS, Craven Thompson and Associates is requesting an amendment to the agreement pricing as shown on Exhibit "A"; and

WHEREAS, the Town Council believes that the agreement is in the best interest of the health, safety, and welfare of its residents.

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 the contract renewal for Professional Engineering Services with Craven Thompson and Associates as outlined in

the Contract Renewal attached hereto and incorporated herein by reference as Exhibit "A".

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

Section 4. This Resolution shall be effective immediately upon its adoption.

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

Ranches, Florida, this _____ day of _____ 2024 on a motion by

_____ and seconded by _____.

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, Town Attorney
1001.104.2024



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of November 21, 2024 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Craven Thompson and Associates with its principal office located at 3563 NW 53rd St. Ft Lauderdale, FL 33309 ("Consultant").

WHEREAS, the Town and the Consultant entered into an agreement dated November 19, 2019 (the "Original Agreement") for the provision of Continuing Contract for Professional Engineering Services and approved via Resolution No. 2020-003; and

WHEREAS, the Original Agreement is set to expire on November 19, 2024; and

WHEREAS, the Town and the Consultant desire to renew the Original Agreement under the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Renewal Term:** The term of the Original Agreement is hereby extended for an additional period of two-year period commencing on November 21, 2024 and ending on November 21, 2026.
2. **Compensation:** The Town shall pay the Consultants outlined in the Original Agreement. If any modification to the original schedule has been agreed to between the parties those fees will be charged in accordance with the fee schedule attached hereto as Exhibit "A".
3. **Scope of Services:** The Consultant shall continue to provide the services as outlined in the Original Agreement. Any modifications to the scope of services must be agreed upon in writing by both parties.
4. **Terms and Conditions:** All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.
5. **Notices:** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
6. **Miscellaneous:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Consultant agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

TOWN OF SOUTHWEST RANCHES

By: _____
Name: _____
Title: _____
Date: _____

CRAVEN THOMPSON & ASSOCIATES

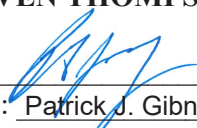
By: 
Name: Patrick J. Gibney, P.E.
Title: Vice President, Engineering
Date: November 1, 2024

EXHIBIT "A"

CRAVEN THOMPSON & ASSOCIATES, INC. HOURLY FEE SCHEDULE

TOWN OF SOUTHWEST RANCHES RLI NO. 19-005 A CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

Civil Engineering Services

Principal Engineer	\$300/Hour
Senior Supervising Engineer	\$275/Hour
Senior Engineer	\$200/Hour
Project Engineer.....	\$170/Hour
Engineering Senior CADD Technician	\$130/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$250/Hour
Professional Land Surveyor.....	\$200/Hour
Project Surveyor.....	\$170/Hour
Survey CADD / GIS Tech	\$125/Hour
Survey Field Crew (1-Man Crew)	\$130/Hour
Survey Field Crew (2-Man Crew)	\$185/Hour
Survey Field Crew (3-Man Crew)	\$250/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$350/Hour

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Principal Landscape Architect / Principal Planner	\$250/Hour
Senior Supervising Landscape Architect	\$225/Hour
Senior Landscape Architect	\$190/Hour
Senior Planner	\$180/Hour
Landscape Architect.....	\$175/Hour
Project Landscape Designer	\$165/Hour
Land Planner	\$165/Hour

Construction Administration Services

Director of Construction Management	\$195/Hour
Construction Manager	\$180/Hour
Senior Field Representative	\$150/Hour
Field Representative	\$125/Hour

Miscellaneous

Clerical.....	\$95/Hour
---------------	-----------



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: December Lauretano-Haines, PRF Director
DATE: 11/21/2024
SUBJECT: First Amendment to Use Agreement for Southwest Ranches Community Farmers Market

Recommendation

Council approval is requested to authorize the first Amendment to the Use Agreement with the Cioli Group LLC. For the Southwest Ranches Community Farmer's Market.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

The Cioli Group, LLC, has provided the Southwest Ranches Community Farmer's Market from March 2022 through the present, which has been welcomed by residents and considered very successful.

The Cioli Group, LLC has requested an amendment to the agreement to establish the expansion of the market to Sundays.

The Town Administrator has negotiated new terms and conditions for the amendment, including greater event cost recovery for the Town as well as to have the Cioli Group LLC provide value-added service in the form of a composting pilot program.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$18,284 for portable restrooms facilities and site maintenance to support this event in the current Fiscal Year 2024-2025.

If passed, this item would reduce the Town's cost by at least \$11,400 by passing the cost of portable restrooms to the Licensee.

Staff Contact:

December Lauretano-Haines, PRF Director

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	11/12/2024	Executive Summary
Resolution - TA Approved	11/12/2024	Resolution
First Amendment to Agreement	11/12/2024	Agreement



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 Kuczenski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, PRF Director

DATE: October 24, 2024

SUBJECT: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AMENDING THE USE OF THE SITE, PROVIDING FOR INCREASED COMPENSATION TO THE TOWN, AND EXPANDING THE RESPONSIBILITIES, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Recommendation

Council approval is requested to authorize the first Amendment to the Use Agreement with the Cioli Group LLC. For the Southwest Ranches Community Farmer's Market.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area E. by aiming to Cultivate a Vibrant Community.

Background

The Cioli Group, LLC, has provided the Southwest Ranches Community Farmer's Market from March 2022 through the present, which has been welcomed by residents and considered very successful.

The Cioli Group, LLC has requested an amendment to the agreement to establish the expansion of the market to Sundays.

The Town Administrator has negotiated new terms and conditions for the amendment, including greater event cost recovery for the Town as well as to have the Cioli Group LLC provide value-added service in the form of a composting pilot program.

Fiscal Impact/Analysis

Although the contract itself does not represent a cost to the town, it's important to note that the Town has budgeted \$18,284 for portable restrooms facilities and site maintenance to support this event in the current Fiscal Year 2024-2025.

If passed, this item would reduce the Town's cost by at least \$11,400 by passing the cost of portable restrooms to the Licensee.

Staff Contact:

December Lauretano-Haines, PRF Director

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, FOR THE SOUTHWEST RANCHES COMMUNITY FARMER'S MARKET; AMENDING THE USE OF THE SITE, PROVIDING FOR INCREASED COMPENSATION TO THE TOWN, AND EXPANDING THE RESPONSIBILITIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 25, 2023, pursuant to Resolution No. 2023-050, the Town entered into a Use Agreement with Cioli Group, LLC ("Licensee") for the purpose of providing a Community Farmer's Market ("Event") on Saturdays from May 6, 2023, through April 25, 2026, on Town's property located at 16290 Griffin Road Southwest Ranches FL 33331 ("Event Site"); and

WHEREAS, Licensee desires to utilize the Event Site on Sundays; and

WHEREAS, The Town desires to receive greater cost recovery for the Licensee's use of the Event Site; and

WHEREAS, The Town desires the Licensee to provide a pilot program for composting on the Event Site; and

WHEREAS, The Cioli Group, LLC, and the Town wish to amend certain terms and conditions contained within the Agreement to reflect these changes; and

WHEREAS, this First Amendment to the Agreement amends the Parties' understanding and agreement for the use of the Event Site during the period from November 23, 2024, through April 25, 2026;

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 approves the First Amendment to the Use Agreement with The Cioli Group, LLC, 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 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the First Amendment to the Use Agreement with The Cioli Group, LLC.

SECTION 4. 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 21st day of November 2024, on a motion by _____ and seconded by _____.

Breitkreuz ___
Kuczenski ___
Allbritton ___
Hartmann ___
Jablonski ___

Ayes ___
Nays ___
Absent ___
Abstaining ___

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.092.2024

FIRST AMENDMENT TO USE AGREEMENT

Southwest Ranches Community Farmers Market

TERM: November 23, 2024 through April 25, 2026

THIS FIRST AMENDMENT TO THE USE AGREEMENT ("Agreement") is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, ("Town"), and **THE CIOLI GROUP LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of 15804 SW 16 street, Davie, Florida, 33326, ("Licensee"). The Town and Licensee may be referred to individually herein as a "Party," and may be collectively referenced as the "Parties." This Agreement is effective for the dates indicated below.

WHEREAS, the "Parties" entered into that certain Use Agreement dated as of May 25, 2023 for May 6, 2023 through April 25, 2026, for the purpose of providing a Community Farmer's Market on the Town's property located at 16290 Griffin Road Southwest Ranches FL 33331; and

WHEREAS, the "Parties" desire to amend certain provisions of the Use Agreement; and

WHEREAS, this Amendment shall set forth the Parties' understanding and Agreement for the use of public property owned by the Town of Southwest Ranches during the period of Sunday, November 23, 2024 through April 25, 2026;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

Section 1 "Use of Event Site and the Event" is amended to add the following

1. Amendment to Use of Event Site and the Event.

Licensee may use and occupy the Event Site to provide a Community Farmer's Market on each Saturday and Sunday of the month, during the agreed upon Term, with "Season" and "Summer" hours, depending on the time of year, as defined below. Licensee agrees to provide its own equipment.

Section 2 “Event Site Management Requirements” is amended to add the following

2. Amendments to Event Site Management Requirements.

(E) Sanitation. Licensee shall provide payment to the Town each month equal to the amount paid by the Town for portable toilets and/or other restroom facilities on the Event Site.

(K) Composting Pilot Program: Licensee agrees to implement a program for organics and food waste recycling generated by the event, as approved by the Town, and as more particularly described in “Exhibit C,” attached hereto and incorporated herein and made a specific part hereof.

Section 5 “Compensation” is amended to add the following

5. Amendment to Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) per market day, payable on the 10th day of the following month for the use of the Event Site. No security deposit is required.

In addition, Licensee agrees to pay the Town monthly a sum of FIVE HUNDRED DOLLARS (\$500.00), or an amount equal to the Town’s expenditure, whichever is greater, for portable toilets and/or other restroom facilities on the Event Site.

In addition, Licensee agrees to pay the Town monthly a sum of FORTY DOLLARS (\$40.00), or an amount equal to the Town’s expenditure, whichever is greater, for pickup service for the composting pilot program Licensee will implement on the Event Site.

Section 6 “Compensation” is amended to add the following

6. Amendment to Term and Renewal.

The term of this Amendment to the Agreement shall be for the period of from November 23, 2024 through April 25, 2026. Upon expiration of the initial term, the parties may choose to terminate this Agreement, or renew the agreement by

written amendment signed by the parties hereto for an additional term equal to that of the original Agreement upon the same terms and conditions as the original Agreement, with compensation per market day to increase to ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per market day, payable on the same terms and conditions as the original Agreement as well as the additional terms and conditions set forth in this Amendment.

- 7.** Any term or condition not amended by this First Amendment shall remain in full force and effect.

[Signature page to First Amendment to Use Agreement].

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS _____ DAY OF _____ 2024.

TOWN OF SOUTHWEST RANCHES

By: _____
Russell Muñiz, Town Administrator

ATTEST:

Town Clerk

I HEREBY CERTIFY that I have approved
This agreement as to form and legal
Sufficiency subject to execution by the parties:

KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.082.2024

THE CIOLI GROUP, LLC

By: _____
Antonio Saliccioli, Owner

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Antonio Saliccioli, Owner of The Cioli Group, LLC.

Witness my hand and official seal.
My Commission Expires: _____.

Notary Public

"Exhibit B" is amended to add the following

AMENDMENT TO EXHIBIT "B"

Licensee Responsibilities:

Licensee will implement and supervise a program for organics and food waste recycling generated by the event, as described in "Exhibit C"

Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays and Sundays, November 23rd and 24th through April 25, 2026.

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Amendment adding EXHIBIT "C" Composting Pilot Program

Licensee Responsibilities:

Licensee will implement and supervise operations of the Community Farmer's Market Composting Pilot Program including but not limited to:

1. Ensure vendors follow the Do's and Dont's for what may be included in the organics collection container.
2. Inspect organics collected by each vendor for contamination prior to inclusion in the collection container.
3. Licensee will be responsible for ensuring that vendors include ONLY the following materials in the Collection container (DO INCLUDE THE FOLLOWING):
 - Fruits and veggies
 - Bread and grains
 - Coffee and teabags
 - Egg shells
4. Licensee will be responsible for ensuring that all vendors remove ALL produce decals, stickers, rubber bands, twist ties, and anything that is NOT organic.
5. Licensee will be responsible for ensuring that all vendors do not include the following materials in the collection container (DON'T INCLUDE THE FOLLOWING):
 - Plastics
 - Aluminum
 - Certified compostable products
 - Glass
 - Fats oil and grease
 - Wine corks
 - Food service ware and Styrofoam
 - Disposable cups
 - Pet waste of any sort
 - Meat and dairy
6. Licensee will be responsible for providing the Town with information on the success of vendors' participation in the program.
7. Licensee will be responsible for securing the container to avoid it being removed from the site or filled with non-compostable materials

Town of Southwest Ranches Responsibilities

Town will assist Licensee in the promotion of the Community Farmer's Market Composting Pilot Program by providing the following:

1. Compost collection container
2. Instructions for what to – and not to – compost.

The Town, at its sole discretion, may permit or prohibit the continuation of the program, and may cancel this program at any time.



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: Debra M. Ruesga, Town Clerk
DATE: 11/21/2024
SUBJECT: 2025 Town Holiday Schedule

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 Council desires to establish an official 2025 holiday schedule for the Town of Southwest Ranches. The Town's administrative offices shall be closed in observance of the holidays delineated herein.

Fiscal Impact/Analysis

None.

Staff Contact:

Debra M. Ruesga, Town Clerk
Russell C. Muñoz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/13/2024	Resolution

RESOLUTION NO. 2025 – XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish an official 2025 holiday schedule for the Town of Southwest Ranches; and

WHEREAS, the Town's administrative offices shall be closed in observance of the holidays delineated below.

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 the following official holiday schedule for the Town of Southwest Ranches for calendar year 2025.

Schedule:

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	1 st	New Year's Day	Wednesday
January	20 th	Martin Luther King, Jr. Day	Monday
February	17 th	President's Day	Monday
May	26 th	Memorial Day	Monday
June	19 th	Juneteenth Day	Thursday
July	4 th	Independence Day	Friday
September	1 st	Labor Day	Monday
September	11 th	Patriot's Day	Thursday
November	11 th	Veteran's Day	Tuesday
November	27 th	Thanksgiving	Thursday
November	28 th	Day After Thanksgiving	Friday
December	24 th	Christmas Eve	Wednesday
December	25 th	Christmas Day	Thursday
December	31 st	New Year's Eve	Wednesday

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

Ranches, Florida, this 21st day of November, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.088.2024



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: Debra M. Ruesga, Town Clerk
DATE: 11/21/2024
SUBJECT: 2025 Town Council Meeting Schedule

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

Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year.

To have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month.

The Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

Fiscal Impact/Analysis

None.

Staff Contact:

Debra M. Ruesga, Town Clerk

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description

Upload Date

Type

Resolution - TA Approved

11/13/2024

Resolution

RESOLUTION NO. 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.0.1 (a) of the Charter of the Town of Southwest Ranches provides that the Town Council shall hold at least eleven (11) monthly meetings each year; and

WHEREAS, in an attempt to have some consistency with its meeting dates, when conflicts do not exist, the Town desires to have regular meetings on the second and fourth Thursday of the month; and

WHEREAS, the Town Council has the authority to establish additional meetings and to change meetings dates as may be necessary.

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 the meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2025.

Section 3: The Town Council reserves the right to amend this Resolution to establish additional meetings and to change meetings dates, as may be necessary. In addition, additional meetings may be added without amendment to this Resolution provided that proper notice is given.

Section 4: Nothing stated herein shall be interpreted to prevent special meetings or additional meetings to be called in accordance with the Town's Charter.

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

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

Ranches, Florida, this 21st day of November, 2024, on a

motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.089.2024

Exhibit A

2025 Town Council Proposed Meeting Schedule

Regular Town Council Meetings are attempted to be held at 7:00 PM on the **SECOND** and **FOURTH THURSDAY** each month. However, September meetings reflect tentative changes needed to accommodate state law pertaining to budget adoption which may require further change. Meetings may be canceled by the Town Council if there is no imminent business to discuss.

JANUARY	23
FEBRUARY	13, 27
MARCH	13, 27
APRIL	10, 24
MAY	8, 22
JUNE	12, 26
JULY	24
AUGUST	14, 28
SEPTEMBER	11, 25 (Tentative)
OCTOBER	9, 23
NOVEMBER	20
DECEMBER	11

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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: 11/21/2024
SUBJECT: FY 2023-2024 Year-End Budget Adjustment

Recommendation

It is recommended that the Town Council adopt the attached resolution adjusting the FY 2023-2024 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Towns' five funds (General, Transportation, Capital Projects, Debt Service, or Solid Waste) had regular

expenditures that exceeded their adopted current budget which would result in a violation of State Statutes. However, due to a budget amendment authorized by the Council for the utilization of non-departmental contingency reserves to fund the Solid Waste annual true-up, the Solid Waste fund did exceed their total approved budgets. For this individual area as well as those within the general fund (Non-departmental, Fire Admin.), the Town, in accordance with its Charter, needs to adjust their impacted budgets. Adoption of the attached resolution including Exhibit A “cleans up” the FY 2023-2024 budget for overall Town Charter compliance.

Fiscal Impact/Analysis

Three of the five Town funds (Transportation, Debt Service, and Capital Projects) need no revision as no allocation centers (Departments or line-item) exceeded budget. The only funds which need to be addressed are the General Fund and the Solid Waste fund.

Within the General Fund, two departments require a budgeted line-item adjustment to “true-up” between offsetting revenue and expenditure accounts. The impacted departments are: 1) Building – Permitting Services, and 2) Non-Departmental. **Therefore, this resolution increases the total current budget of the General Fund and for Fiscal Year 2023-2024 by \$664,923.**

The Solid Waste fund requires a budgeted line-item adjustment in its expenditure accounts that is mostly attributable to the annual true-up required by contract. There is no impact on the fund since general fund contingency reserves are being used. **Therefore, this resolution also increases the total current budget of the Solid Waste Fund for Fiscal Year 2023-2024 by \$55,655.**

It’s important to note that we were able to maximize within the general fund, the Town’s interest earning from a budgeted amount of \$277,734 to an estimated \$799,302. The total amount of annual interest earned during FY 2023-2024 was \$1,133,107.

Staff Contact:

Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exhibit A - FYE Budget Adjustment	11/14/2024	Exhibit

RESOLUTION NO. 2025 - XXX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END
BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2023-2024
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 28, 2023, pursuant to Ordinance No. 2023-010, the Town Council approved and adopted the fiscal year 2023-2024 budget; and

WHEREAS, State law and the Town's Ordinance adopting the fiscal year (FY) 2023-2024 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

WHEREAS, the Town of Southwest Ranches operates as a municipality within the State of Florida and is subject to the laws of the State of Florida related to Municipal Finance; and

WHEREAS, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

WHEREAS, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the FY2023-2024 Budget to comply with Florida State Statutes; and

WHEREAS, The Town Council has determined that it is desirable to adjust the FY2023-2024 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current FY2023-2024 Budget;

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

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

Section 2: Authorization. The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for FY2023-2024 as attached hereto and incorporated herein by reference as Exhibit "A".

Section 3: Effective Date. This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2023-2024.

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

Ranches, Florida, this 21 day of November, 2024 on a motion by

_____ and seconded by_____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.103.2024

TOWN OF SOUTHWEST RANCHES
Fiscal Year End 2023 / 2024 BUDGET ADJUSTMENTS

GENERAL FUND

<i>General Fund Revenue</i>	FY 23/24 Current Budget	Budget Change- Increase/ Decrease (Decrease)	FY 23/24 Revised Current Budget	Explanation
Building - Permitting Fees	1,143,300	616,825	1,760,125	Town permitting/inspection fees much higher than anticipated
Transfer from General Fund	276,669	(55,655)	221,014	Annual true-up of Solid Waste cost funded thru budgeted contingency reserves
Appropriated Fund Balance	491,685	103,753	595,438	Funds set aside (\$103,753) for future Fire Department vehicle per contract renewal
		\$664,923	Total increase to budgeted revenues (net)	
<i>General Fund Department</i>	FY 23/24 Current Budget	Budget Change- Increase/ Decrease (Decrease)	FY 23/24 Revised Current Budget	Explanation
Building - Permitting Services	1,143,300	616,825	1,760,125	Building permit processing costs offset by increased revenues per above
Non-Departmental - Contingency Reserves	210,500	(55,655)	154,845	Annual true-up of Solid Waste cost funded thru budgeted contingency reserves
Public Safety - Fire Admin Operating Expenses	4,319,583	103,753	4,423,336	Funds set aside for future Fire Department vehicle per contract renewal
		\$664,923	Total increase to budgeted expenditures (net)	

SOLID WASTE FUND

<i>Solid Waste Fund Revenue</i>	FY 23/24 Current Budget	Budget Change- Increase/ Decrease (Decrease)	FY 23/24 Revised Current Budget	Explanation
Transfer from the General Fund	0	55,655	55,655	Annual true-up of Solid Waste cost funded thru budgeted contingency reserves
		\$55,655	Total increase to budgeted revenues (net)	
<i>Solid Waste Fund Expenditures</i>	FY 23/24 Current Budget	Budget Change- Increase/ Decrease (Decrease)	FY 23/24 Revised Current Budget	Explanation
Solid Waste Fund - Operating Expenses	2,892,301	55,655	2,947,956	Increase in operating expenses mostly attributable to annual true-up.
		\$55,655	Total increase to budgeted expenditures (net)	

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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. Muñoz, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 11/21/2024
SUBJECT: Frontier Trails Conservation Easement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area. Such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Properties Logistics, LLC F/K/A BBX Logistics Properties, LLC ("Altman").

The current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A." A Joint Deed of Conservation Easement is required with Broward County in perpetuity for the mitigated wetland area as shown in Exhibit "B" of the attached easement agreement.

Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has

stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility.

Fiscal Impact/Analysis

No fiscal impact.

Staff Contact:

Russell C. Muñiz, Town Administrator

Keith M. Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exhibit "A"	11/13/2024	Resolution
Exhibit "A2"	11/13/2024	Exhibit
Exhibit "B"	11/13/2024	Exhibit

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, GRANTING A "JOINT DEED OF CONSERVATION EASEMENT – STANDARD (WITHIN BROWARD COUNTY)" TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND BROWARD COUNTY FOR FRONTIER TRAILS MITIGATION AREA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area; and

WHEREAS, such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Properties Logistics, LLC F/K/A BBX Logistics Properties, LLC ("Altman"); and

WHEREAS, the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A"; and

WHEREAS, a Joint Deed of Conservation Easement is required with Broward County in perpetuity for the mitigated wetland area as shown in Exhibit "B" of the attached easement agreement; and

WHEREAS, Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility;

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

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

SECTION 2. The Town Council hereby approves the "Joint Deed of Conservation Easement – Standard (Broward County)" for the Frontier Trails Mitigation Area and authorizes the necessary Town officials to execute the easement which is attached hereto and incorporated herein by references Exhibit "C".

SECTION 3. CONFLICTS. All resolutions or parts of resolution in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any clause, section, or other part of this Resolution 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 oof the other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 21st day of November, 2024, on a motion by _____ and seconded by _____.

[Signatures on Next Page]

Breitkreuz ____
Kuczenski ____
Allbritton ____
Hartmann ____
Jablonski ____

Ayes ____
Nays ____
Absent ____
Abstaining ____

ATTEST:

Steve Breitkreuz, Mayor

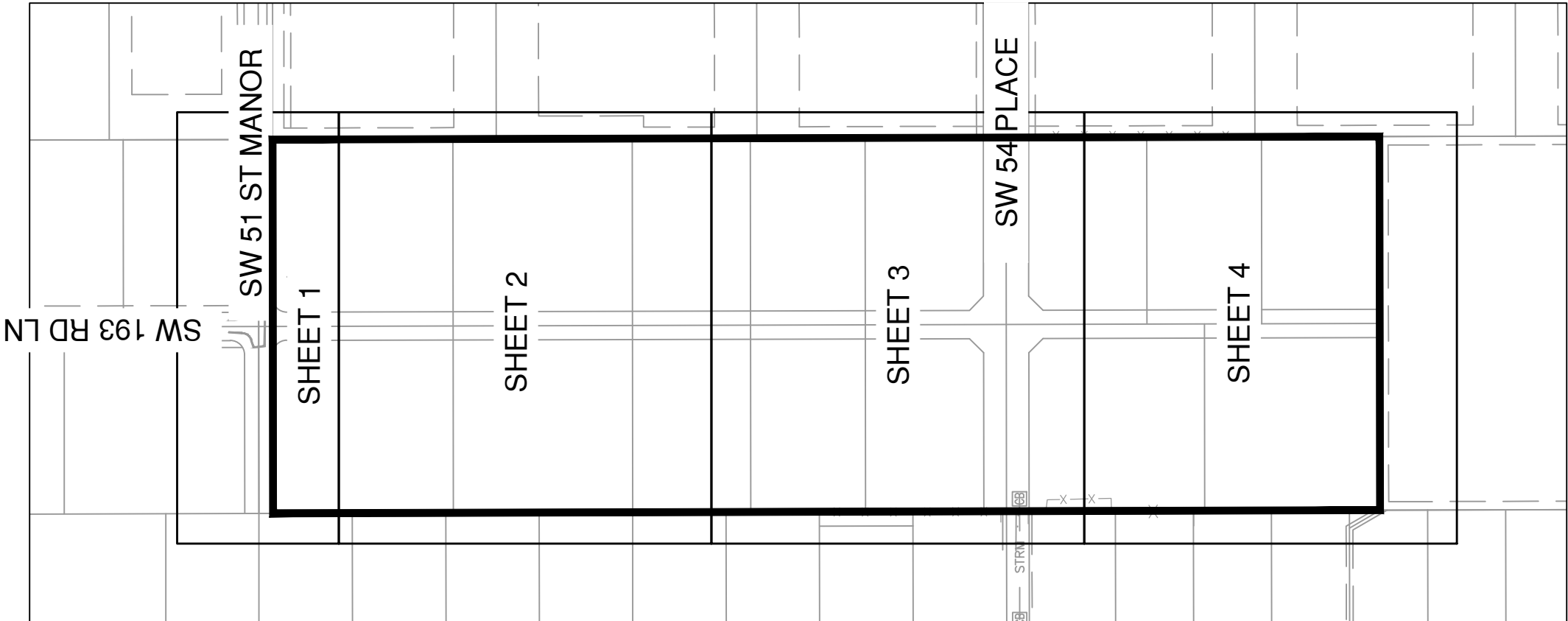
Debra Ruesga, Town Clerk

Approved as to legal Form and Correctness

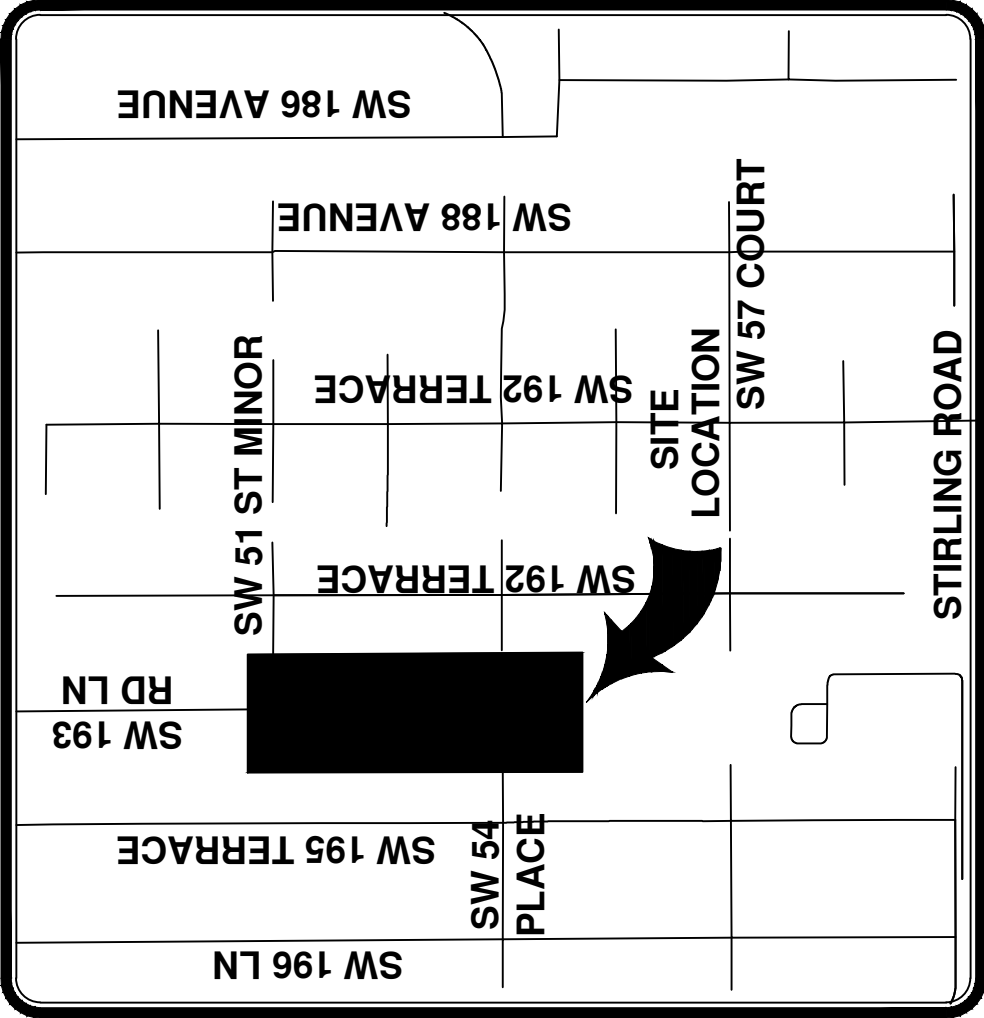
Keith M. Poliakoff, Esq., Town Attorney
1001.078.2024

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V:\PROJECTS\2023\23-00183 - B&S SW RANCHES INDUSTRIAL TRMS\SW51\DWG\SW51\FRONTIER TRAILS 23-00183-BTS.MXD 2023/12/21 11:21 Pj SELWR



KEY MAP
NOT TO SCALE

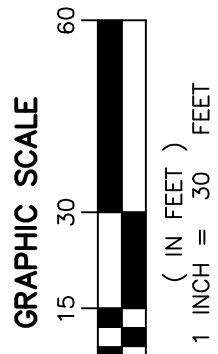
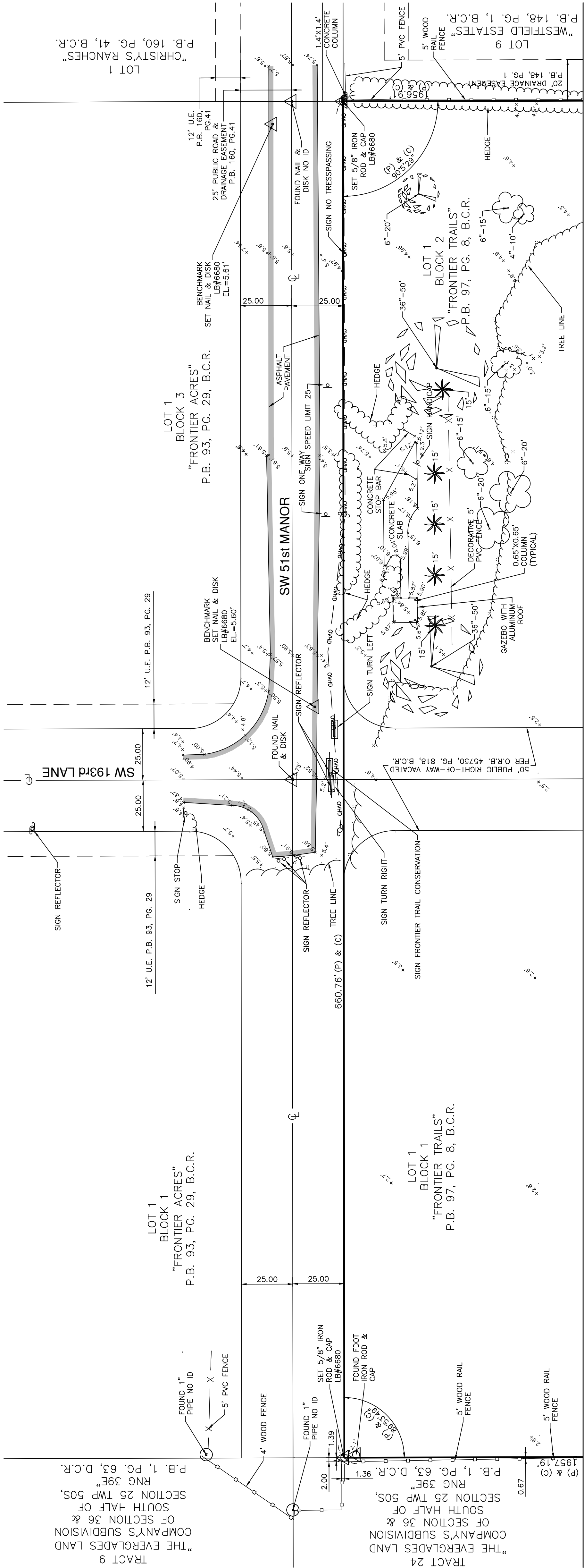


LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

LOTS 1 THROUGH 5 OF BLOCK 1, TOGETHER WITH LOTS 1 THROUGH 5 OF BLOCK 2, TOGETHER WITH LOTS 1 AND 2 OF BLOCK 3, TOGETHER WITH LOTS 1 THROUGH 3, BLOCK 4, ALL OF THE ABOVE BEING A PART OF "FRONTIER TRAILS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALSO TOGETHER WITH THAT CERTAIN VACATED RIGHT-OF-WAY OF 193RD LANE AND SW 54th PLACE AS DESCRIBED IN OFFICIAL RECORDS BOOK 45750, PAGE 818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS SITUATED LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 1,292,753.29 SQUARE FEET, 29.678 ACRES, MORE OR LESS.

MATCH LINE A--A, SEE SHEET 2 OF 4



SYMBOL LEGEND:

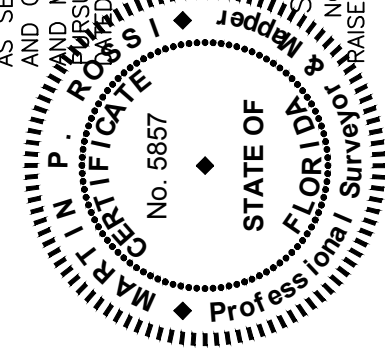
- STREET SIGN
- WOOD UTILITY POLE
- MULTICOLUMN SIGN
- PALM TREE HEIGHT
- TREE LEGEND:
- ROYAL PONCANA
- PALM TREE
- OAK TREE
- TREE
- CANOPY DIAMETER IN FEET
- TRUNK DIAMETER IN INCHES

- ABBREVIATIONS:
- P.B. — PLAT BOOK
 - O.R.B. — OFFICIAL RECORDS BOOK
 - P.G. — PAGE
 - B.C.R. — BROWARD COUNTY RECORDS
 - D.C.R. — DADE COUNTY RECORDS
 - U.E. — UTILITY EASEMENT
 - (P) — PLAT
 - (C) — CALCULATED
 - ℄ — CENTERLINE

- SUBJECT PROPERTY WAS NOT ABSTRACTED BY THIS FIRM FOR EASEMENTS, RIGHT-OF-WAY OR OTHER MATTERS OF RECORD.
- BURIED FOUNDATIONS AND UNDERGROUND UTILITIES, IF ANY, WHERE NOT LOCATED.
- ELEVATION NOTE
ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1929 (N.A.V.D. '29) AND ARE BASED ON BROWARD COUNTY BENCHMARK#3751 DESCRIBED AS FOLLOWS:
BENCHMARK#3751 IS THE INTERSECTION OF SW 60TH STREET (OLD STIRLING ROAD), & SW 195 TERRACE
ELEVATION = 6.998' (NOV029) - 1.54' = 5.458' (NAV089)
ELEVATIONS AS SHOWN WERE CONVERTED FROM THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.A.V.D. '29) TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. '88) USING THE FOLLOWING CONVERSION FACTOR:
N.A.V.D. '29 VERTICAL DATUM (IN FEET) - 1.54' = N.A.V.D. '88 VERTICAL DATUM. THE CONVERSION FACTOR WAS OBTAINED FROM THE NATIONAL GEODETIC SURVEY WEB SITE ORTHOMETRIC HEIGHT CONVERSION TOOL. THE CONVERSION FACTOR WAS OBTAINED FROM THE PROJECT LOCATION TO DETERMINE A CONVERSION FACTOR FOR THIS SPECIFIC LOCATION.

I HEREBY CERTIFY THAT THIS SURVEY MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS CHAPTER 557, F.L.A., FLORIDA ADMINISTRATIVE CODE, AND MAPPERS SECTION 557.07, F.L.A., FLORIDA ADMINISTRATIVE CODE, AND WAS COMPLETED ON THIS 8th DAY OF SEPTEMBER, 2023.

Martin P. Rossi
MARTIN P. ROSSI
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 15657
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
UNEXPANDED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

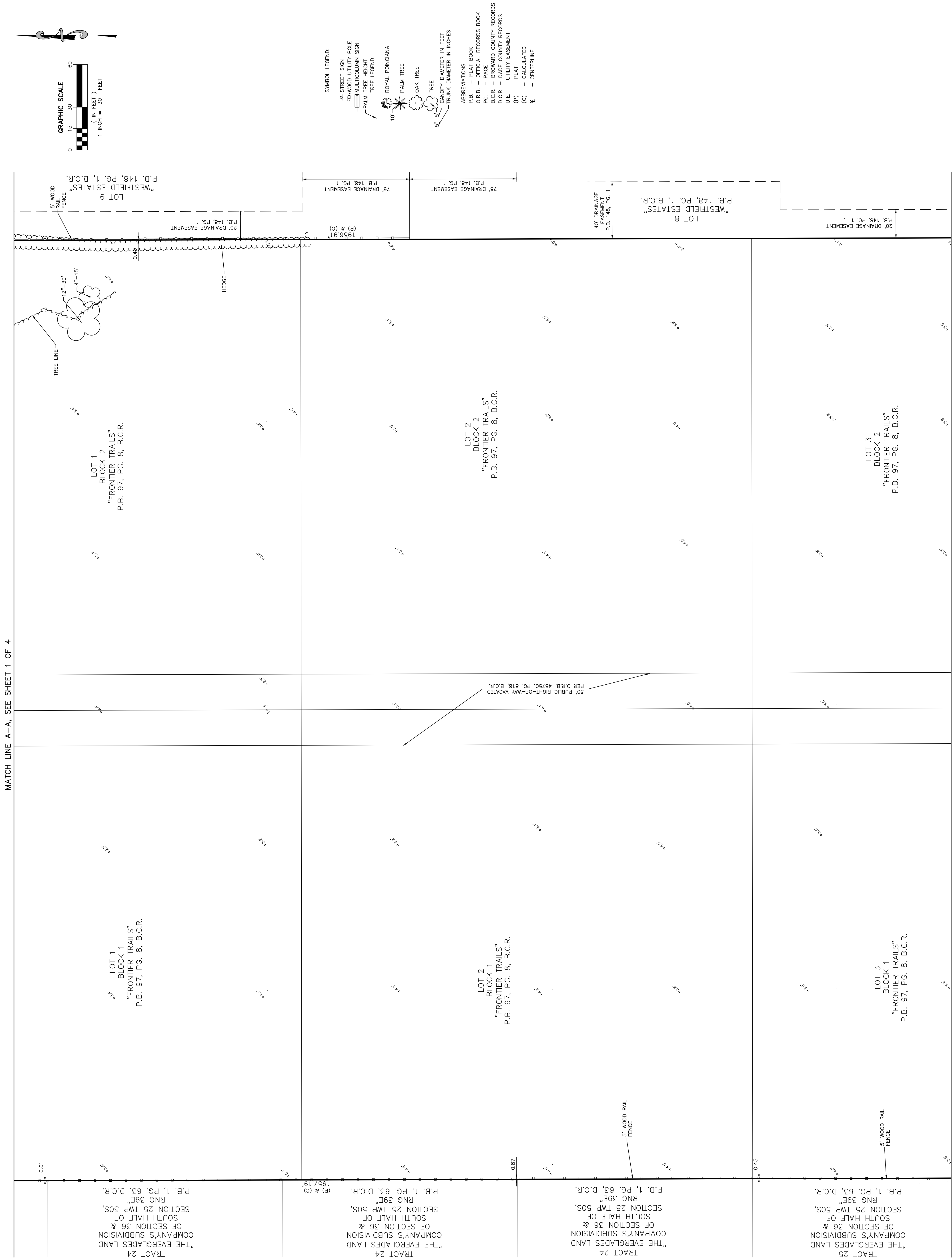


MILLER LEGG
South Florida Office: 13680 NW 51st Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

CERTIFICATE OF AUTHORIZATION			
LB6680			
DES.	LP	MR	DR
DRAWN	DESIGNED	PROJECT / FILE NO.	DATE DRAWN
23-00183			
TS-1			
10/13/23			

FRONTIER TRAILS
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

NO.	DATE	REVISIONS
1	10/11/23	ADD DRAINAGE STRUCTURES
2	12/21/23	REVISED TO SHOW BOUNDARY AREA
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100		



SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY

SYMBOL LEGEND:

- STREET SIGN
- WOOD UTILITY POLE
- MULTICOLUMN SIGN
- PALM TREE HEIGHT
- ROYAL PONCANA
- PALM TREE
- OAK TREE
- TREE
- CANOPY DIAMETER IN FEET
- TRUNK DIAMETER IN INCHES

ABBREVIATIONS:

- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORDS BOOK
- PG. - PAGE
- B.C.R. - BROWARD COUNTY RECORDS
- D.C.R. - DADE COUNTY RECORDS
- U.E. - UTILITY EASEMENT
- (P) - PLAT
- (C) - CALCULATED
- ℄ - CENTERLINE

GRAPHIC SCALE

0 15 30 45 60
(IN FEET)
1 INCH = 30 FEET

LOT 1 BLOCK 1 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 2 BLOCK 2 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 3 BLOCK 3 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 4 BLOCK 4 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 5 BLOCK 5 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 6 BLOCK 6 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 7 "WESTFIELD ESTATES" P.B. 148, PG. 1, B.C.R.

LOT 8 BLOCK 8 "GREEN GLADES SOUTH" P.B. 94, PG. 46, B.C.R.

LOT 9 BLOCK 9 "GREEN GLADES SOUTH" P.B. 94, PG. 46, B.C.R.

LOT 10 BLOCK 10 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 11 BLOCK 11 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 12 BLOCK 12 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 13 BLOCK 13 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 14 BLOCK 14 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 15 BLOCK 15 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 16 BLOCK 16 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 17 BLOCK 17 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 18 BLOCK 18 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 19 BLOCK 19 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 20 BLOCK 20 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 21 BLOCK 21 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 22 BLOCK 22 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 23 BLOCK 23 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 24 BLOCK 24 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 25 BLOCK 25 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 26 BLOCK 26 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 27 BLOCK 27 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 28 BLOCK 28 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 29 BLOCK 29 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 30 BLOCK 30 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 31 BLOCK 31 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 32 BLOCK 32 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 33 BLOCK 33 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 34 BLOCK 34 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 35 BLOCK 35 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 36 BLOCK 36 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 37 BLOCK 37 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 38 BLOCK 38 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 39 BLOCK 39 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 40 BLOCK 40 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 41 BLOCK 41 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 42 BLOCK 42 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 43 BLOCK 43 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 44 BLOCK 44 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 45 BLOCK 45 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 46 BLOCK 46 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 47 BLOCK 47 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 48 BLOCK 48 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 49 BLOCK 49 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 50 BLOCK 50 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 51 BLOCK 51 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 52 BLOCK 52 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 53 BLOCK 53 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 54 BLOCK 54 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 55 BLOCK 55 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 56 BLOCK 56 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 57 BLOCK 57 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 58 BLOCK 58 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 59 BLOCK 59 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 60 BLOCK 60 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 61 BLOCK 61 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 62 BLOCK 62 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 63 BLOCK 63 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 64 BLOCK 64 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 65 BLOCK 65 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 66 BLOCK 66 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 67 BLOCK 67 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 68 BLOCK 68 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 69 BLOCK 69 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 70 BLOCK 70 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 71 BLOCK 71 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 72 BLOCK 72 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 73 BLOCK 73 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 74 BLOCK 74 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 75 BLOCK 75 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 76 BLOCK 76 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 77 BLOCK 77 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 78 BLOCK 78 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

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LOT 80 BLOCK 80 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 81 BLOCK 81 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 82 BLOCK 82 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 83 BLOCK 83 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 84 BLOCK 84 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 85 BLOCK 85 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 86 BLOCK 86 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 87 BLOCK 87 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 88 BLOCK 88 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 89 BLOCK 89 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 90 BLOCK 90 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 91 BLOCK 91 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 92 BLOCK 92 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 93 BLOCK 93 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 94 BLOCK 94 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 95 BLOCK 95 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

LOT 96 BLOCK 96 "FRONTIER TRAILS" P.B. 97, PG. 8, B.C.R.

MATCH LINE C-C, SEE SHEET 4 OF 4

NO.	DATE	REVISIONS		DATE	NAME
1	10/11/23	MR	ADD DRAINAGE STRUCTURES	MR	SC
2	12/21/23	MR	REVISED TO SHOW BOUNDARY AREA	MR	SC

ABBREVIATIONS:

P.B.	— PLAT BOOK
O.R.B.	— OFFICIAL RECORDS BOOK
P.G.	— PAGE
B.C.R.	— BROWARD COUNTY RECORDS
D.C.R.	— DADE COUNTY RECORDS
U.E.	— UTILITY EASEMENT
(P)	— PLAT
(C)	— CALCULATED
℄	— CENTERLINE



DESCRIPTION:

SHEET 1 OF 4

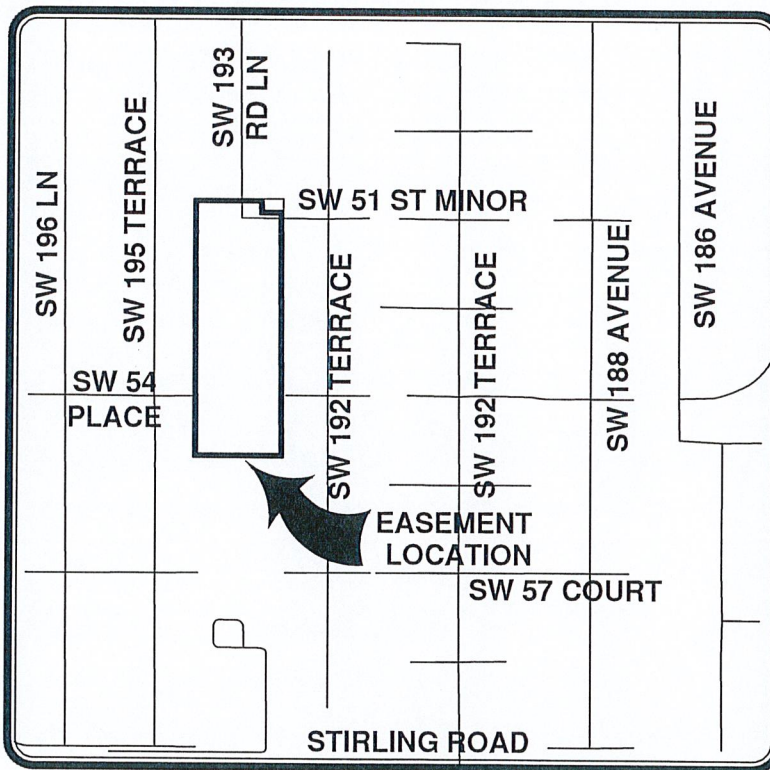
LOTS 1 THROUGH 5 OF BLOCK 1, TOGETHER WITH LOTS 1 THROUGH 5 OF BLOCK 2, TOGETHER WITH LOTS 1 AND 2 OF BLOCK 3, TOGETHER WITH LOTS 1 THROUGH 3, BLOCK 4, ALL OF THE ABOVE BEING A PART OF "FRONTIER TRAILS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

AND ALSO TOGETHER WITH: THAT CERTAIN VACATED RIGHT-OF-WAY OF 193RD LANE AND SW 54th PLACE AS DESCRIBED IN OFFICIAL RECORDS BOOK 45750, PAGE 818, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS THEREFROM THE FOLLOWING DESCRIBED LANDS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2; THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2, SOUTH 00°09'03" EAST 75.26 FEET TO A POINT OF CUSP WITH A 25.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°47'11" AN ARC DISTANCE OF 39.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°03'46" WEST 234.42 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°56'14" WEST 14.51 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°03'46" AN ARC DISTANCE OF 38.86 FEET TO A POINT OF CUSP WITH A TANGENT LINE TO SAID CURVE; THENCE ALONG SAID LINE, ALSO BEING THE NORTH LINE OF SAID LOT 1, NORTH 89°56'29" EAST 300.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF SOUTHWEST RANGES, BROWARD COUNTY, FLORIDA AND CONTAINING 1278223 SQUARE FEET (29.34 ACRES) MORE OR LESS.



TOWNSHIP 50S - RANGE 39E - SECTION 36
LOCATION MAP
N.T.S.

Martin P Rossi
Digitally signed by Martin P Rossi
Date: 2024.05.22 11:46:52 -04'00'

SEE SHEETS 3-4 OF 4 FOR SKETCH

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

DATE	REVISIONS	DWN.	CHK.

CERTIFIED TO:

FRONTIER TRAILS

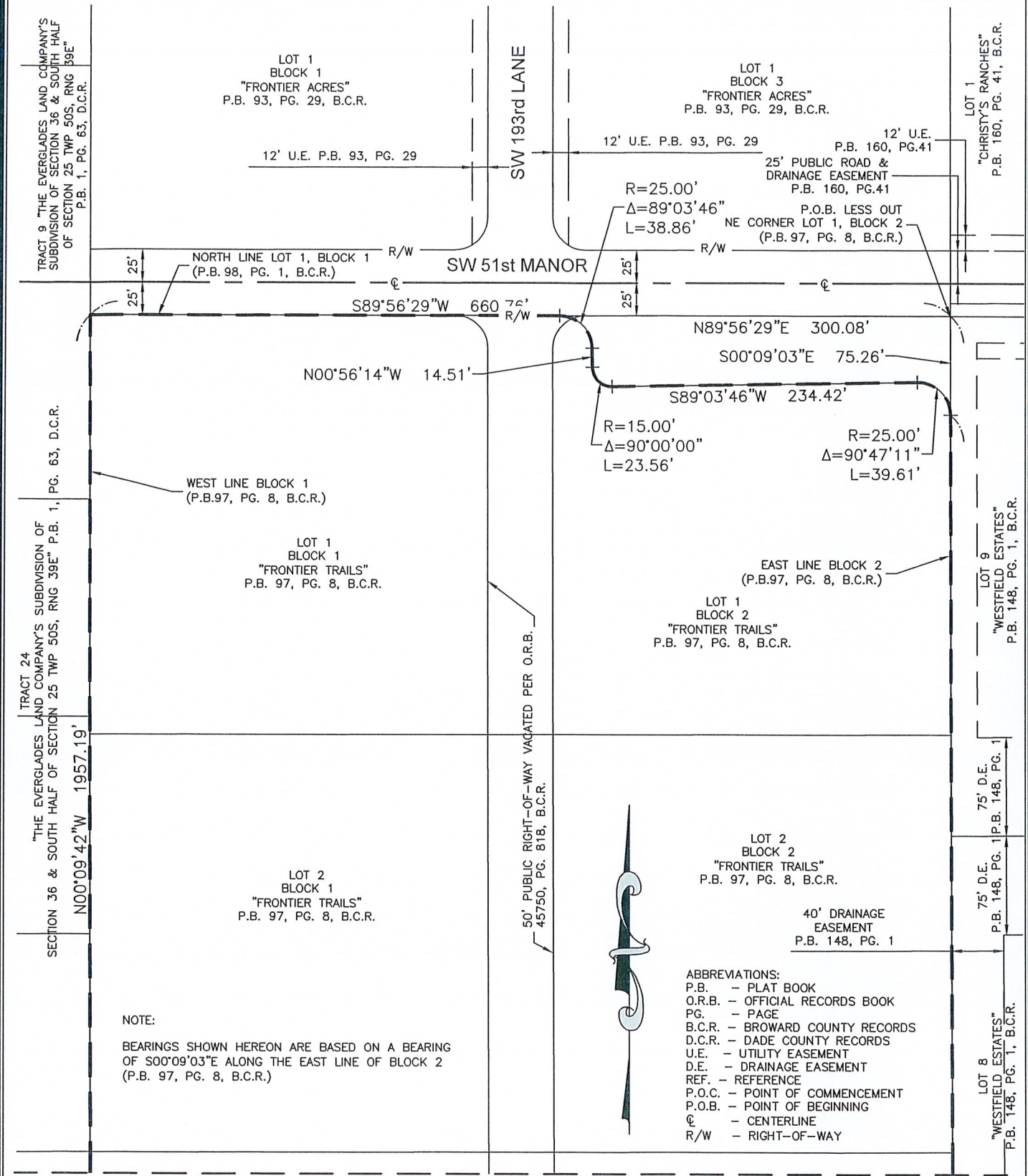
MILLER LEGG
South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida - 33325
954-436-7000
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 372.022, FLORIDA STATUTES.
DATED THIS 16th DAY OF MAY 2024 A.D.
Martin P. Rossi
MARTIN P. ROSSI
STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: LB6680

DRAWN BY: LP CHECKED BY: MR

PROJECT NO.
23-00183

FILE NO.
V-01



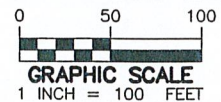
NOTE:

BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S00°09'03"E ALONG THE EAST LINE OF BLOCK 2 (P.B. 97, PG. 8, B.C.R.)

ABBREVIATIONS:

P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORDS BOOK
PG. - PAGE
B.C.R. - BROWARD COUNTY RECORDS
D.C.R. - DADE COUNTY RECORDS
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
REF. - REFERENCE
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
CL - CENTERLINE
R/W - RIGHT-OF-WAY

MATCH LINE A-A, SEE SHEET 3 OF 4



South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

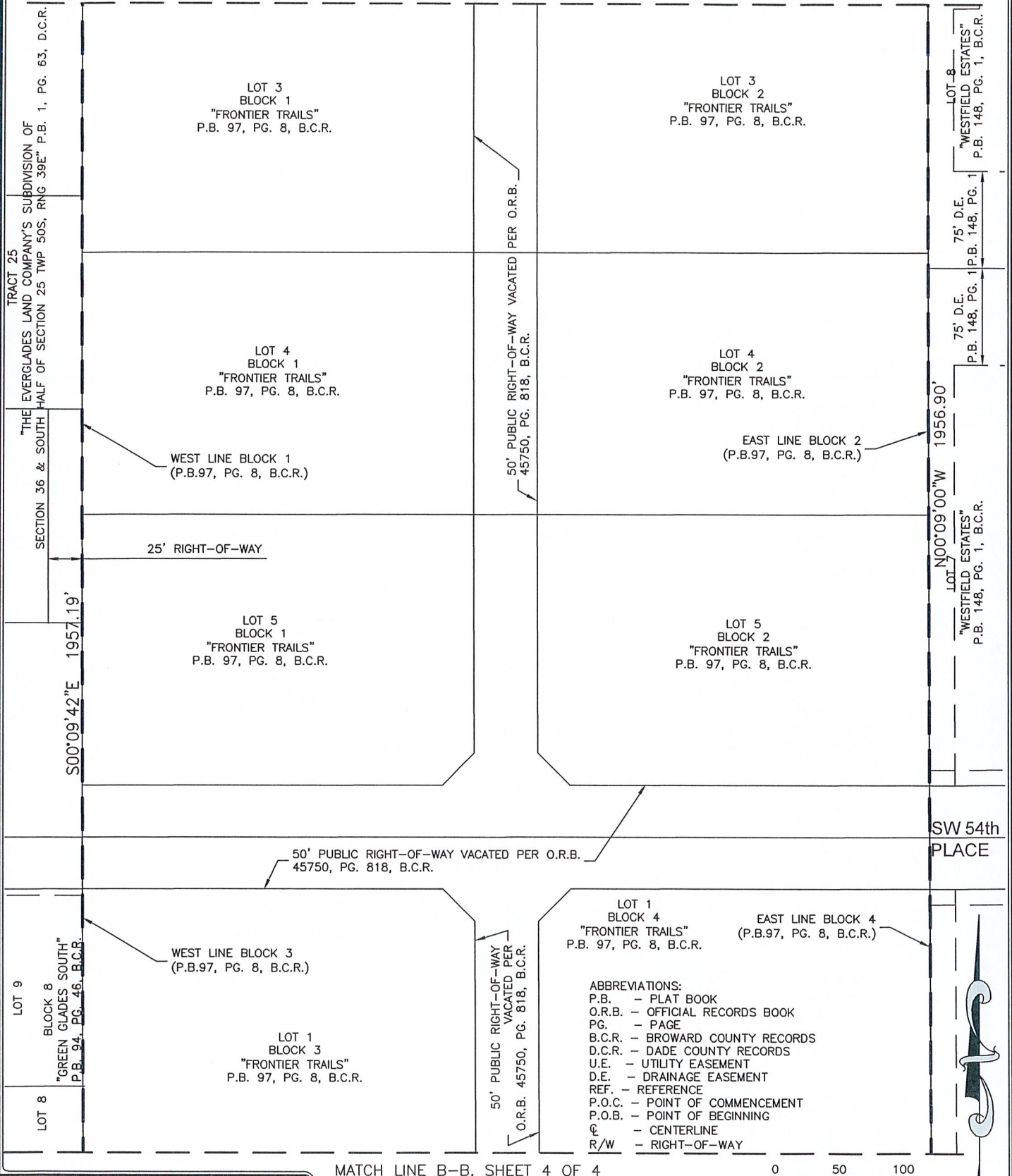
Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
23-00183

FILE NO.
V-02



MATCH LINE B-B, SHEET 4 OF 4



South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida - 33325
954-436-7000
www.millerlegg.com

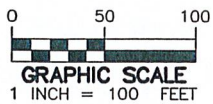
Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
23-00183

FILE NO.
V-03

MILLER  LEGG

FILE NO.
V-04

DEED OF CONSERVATION EASEMENT PASSIVE RECREATIONAL USES

Prepared by:

Keith M. Poliakoff, Esq.

200 S. Andrews Ave. Suite 601

Fort Lauderdale Florida 33301

Return original or certified recorded document to:

(Agency)

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 20____, by Town of Southwest Ranches ("Grantor") whose mailing address is 13400 Griffin Rd. Southwest Ranches, Fl. 33330 to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406 and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, South Florida Water Management District Permit No. xx-xxxxxxx ("Permit") and Broward County License No. : DF24-1002 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or

successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of _____ County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. Passive Recreational Facilities. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage in uses of the Conservation Easement Area that are not prohibited by the Permit (including any modification thereto) or Management Plan, and that are not inconsistent with any rule of the Grantee, and the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be constructed with the following limitations:

a. The Grantor may conduct limited vegetation removal but only to the extent necessary to construct boardwalks, mulched walking trails, observation platforms or other pervious or pile supported structures which have been approved in advance in the Permit (including any modification thereto) or Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Conservation Easement Area and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any litter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, South Florida Water Management District and local permitting requirements.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Town of Southwest Ranches ("Grantor") has hereunto set its authorized hand this _____ day of _____, 2024.

Town of Southwest Ranches, a municipal corporation

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of Town of Southwest Ranches, a municipal corporation and acknowledged that he/she executed the same on behalf of municipal corporation and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

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MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$_____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of _____ (*Note: insert name of WMD or DEP*) applicable to the Conservation Easement, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this

_____ day of _____, 20____.

By: _____
(Signature)

(Mortgagee)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Grantor of Mortgage), on behalf of the _____ (Mortgagee, Grantor of the conservation Easement). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



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: Keith Poliakoff, Town Attorney
DATE: 11/21/2024
SUBJECT: Frontier Trails Perpetual Maintenance Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area. Such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Logistics Properties, LLC F/K/A BBX Logistics Properties, LLC ("Altman").

Existing wetlands were identified and surveyed during design of the Altman Industrial Site Property that will be impacted during construction and the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A".

As a requirement for the issuance to the Town of the Broward County Environmental

Resource License, the Town, by Resolution, shall establish the perpetual maintenance responsibility, to include a mitigation plan and opinion of maintenance cost of the mitigation wetlands shown in Exhibit “B”.

Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town’s perpetual maintenance responsibility.

Fiscal Impact/Analysis

Establishing this site as a mitigation site will require perpetual maintenance. Utilizing an existing Town Vendor, estimated pricing for perpetual maintenance was calculated at \$31,350 annually. This amount will need to be budgeted annually in perpetuity with occasional increases associated with any ordinary indices such as CPI.

Staff Contact:

Russell C. Muñoz, Town Administrator
Keith M. Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	11/14/2024	Resolution
Exh "A"	11/13/2024	Exhibit
Exh "B":	11/13/2024	Exhibit

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING THE TOWN OF SOUTHWEST RANCHES PERPETUAL MAINTENANCE RESPONSIBILITY FOR THE FRONTIER TRAILS CONSERVATION EASEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has designed and applied for construction permits through applicable regulatory agencies to construct the Frontier Trails Mitigation Area; and

WHEREAS, such permits are required in furtherance of the Town's agreement with Florida Communities Trust ("FCT"), and Altman Logistics Properties, LLC F/K/A BBX Logistics Properties, LLC ("Altman"); and

WHEREAS, existing wetlands were identified and surveyed during design of the Altman Industrial Site Property that will be impacted during construction; and

WHEREAS, the current design calls for the impacted wetlands to be mitigated on 29.678 acres owned by the Town at Frontier Trails Park as shown in Exhibit "A"; and

WHEREAS, as a requirement for the issuance to the Town of the Broward County Environmental Resource License, the Town, by Resolution, shall establish the perpetual maintenance responsibility, to include a mitigation plan and opinion of maintenance cost of the mitigation wetlands shown in Exhibit "B"; and

WHEREAS, Altman shall ensure, at its sole cost and expense, that the Frontier Trails Mitigation Area has stabilized, in accordance with the governmental standards, prior to the commencement of the Town's perpetual maintenance responsibility;

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

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

Section 2. The Town Council does hereby establish the perpetual maintenance responsibility of the Frontier Trails mitigation area, as set forth above. The mitigation plan and opinion of maintenance cost is attached as Exhibit "B".

Section 3. Once the Town's perpetual maintenance responsibilities commence, the Town shall allocate, every fiscal year through the budget process, the required funds to execute the maintenance plan in accordance with the Broward County Environmental

Resource License No. DF24-1002 and the established conservation easement.

SECTION 4. CONFLICTS. All resolutions or parts of resolution in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any clause, section, or other part of this Resolution 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 oof the other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, this 21st day of November, 2024, on a motion by _____ and seconded by _____.

[Signatures on Next Page]

Breitkreuz ____
Kuczenski ____
Allbritton ____
Hartmann ____
Jablonski ____

Ayes ____
Nays ____
Absent ____
Abstaining ____

ATTEST:

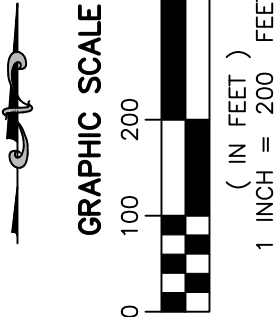
Steve Breitkreuz, Mayor

Debra Ruesga, Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
1001.077.2024

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- | | |
|--|---|
| | WATER LILY / SLOUGH
0.5' – 1.5' NAVD (1.68 AC.) |
| | LONG HYDROPERIOD MARSH
1.5' – 2.5' NAVD (21.11 AC.) |
| | SHORT HYDROPERIOD MARSH
2.5' – 3.0' NAVD (3.37 AC.) |
| | SHRUB / TREE ISLAND WETLAND
3.0' – 5.0' NAVD (0.39 AC.) |
| | TRANSITIONAL BUFFER
±20' MIN. WIDTH
2.9' – 5.3' NAVD (2.50 AC.) |
| | PROPERTY LINE |
| | CONSERVATION EASEMENT (29.34 AC.) |
| | 6' CHAIN LINK FENCE |
| | PRESERVATION SIGNAGE |



Coordinate System:

Project/File No.:

23-00183

Twp/Rng/Sec:

Date Drawn:

9/26/23



FRONTIER TRAILS PARK WETLAND MITIGATION

SOUTHWEST RANCHES, FLORIDA

FOR: ARCO/MURRAY NATIONAL CONSTRUCTION

EXH1.0
PROPOSED
CONDITIONS
PLAN

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Preliminary Opinion of Probable Cost - Town of Southwest Ranches Frontier Trails Mitigation Area

12/25/2023

Item	Description	Unit	QTY	Unit Cost	Unit Total
I Sitework / Earthwork					
1	Mobilization	LS	1	\$17,000.00	\$17,000.00
2	Earthwork grading of mitigation area	CY	68,000	\$5.00	\$340,000.00
				Sub-Total	\$357,000.00
II Mitigation Signs and Fence					
3	Signs	EA	25	\$150.00	\$3,750.00
4	Fence	LF	5800	\$25.00	\$145,000.00
				Sub-Total	\$148,750.00
III Mitigation Planting					
Habitat - Water Lily Slough ±1.68 Acres					
5	Water Lily Slough Plants	EA	8131	\$1.95	\$15,855.45
				Sub-Total	\$15,855.45
Habitat - Long Hydroperiod Marsh ±21.11 Acres					
6	Long Hydroperiod Marsh Plants	EA	102172	\$1.45	\$148,149.40
				Sub-Total	\$148,149.40
Habitat - Short Hydroperiod Marsh ±3.37 Acres					
7	Short Hydroperiod Marsh Plants	EA	16311	\$1.45	\$23,650.95
				Sub-Total	\$23,650.95
Habitat - Shrub/Tree Island ±0.39 Acres					
8	Herbaceous Plants	EA	1888	\$1.45	\$2,737.60
9	Shrub Plants (3 gallon)	EA	680	\$7.00	\$4,760.00
10	Trees (7 gallon)	EA	170	\$18.00	\$3,060.00
				Sub-Total	\$10,557.60
IV Monitoring and Maintenance					
11	Time Zero and Quarterly Monitoring Phase (5 years)	EA	21	\$5,500.00	\$115,500.00
12	Quarterly Maintenance during Monitoring Phase (5 years)	EA	20	\$4,000.00	\$80,000.00
				Sub-Total	\$195,500.00

Opinion of probable construction costs Sub-Total	\$899,463.40
Contingency (10%)	\$89,946.34
TOTAL CONSTRUCTION COSTS (Line Item I through IV)	\$989,409.74

Note: 1) OPC does not include over excavation of suitable material in mitigation area or removal / composting of vegetation

2) OPC does not include Stormwater Structures

3) OPC does not include transitional buffer plantings

4) OPC does not include Coordination with herbicidal contractor or Town

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 22, 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 Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A 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 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearing

3. Resolution Approving Fields Ranches Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-66-23, FIELDS RANCHES PLAT, COMPRISING TWO LOTS ON 19.47 ACRES; GENERALLY LOCATED AT THE SOUTHEAST QUADRANT OF SW 172 AVENUE AT ITS INTERSECTION WITH SW 66 STREET (HUDSON DRIVE); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

4. Proclamation – Suicide Prevention Month – September

The Town presented a proclamation that recognized September as Suicide Prevention Month.

5. Presentation – Broward County Property Appraiser Marty Kiar

Broward County Property Appraiser Marty Kiar spoke about the functions of the Property Appraiser's Office and how they assist the residents of Broward County, including the residents of the Town of Southwest Ranches. He discussed the Trim Notice that was recently mailed to residents and its importance. He asked all residents to review the notice thoroughly because it can affect their property taxes. He provided his contact information and advised the public to contact him and his office with any questions.

6. Public Comment

The following members of the public addressed the Town Council: Carlos Cardoso, John Steven Garate, Marianne Allen.

7. Board Reports

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She discussed the new volunteer app Prime Volunteers, developed in part by the Sikh Youth Association. She stated that the Board is using the app for all student volunteers. She said the app can be downloaded from PrimeVolunteers.com and that there will be opportunities posted for volunteer hours.

Marianne Allen spoke as the Agricultural Liaison. She spoke about the importance of new residents joining their neighborhood organizations in the Town, and how that helps them become part of their community. She spoke about the importance of properly securing animals on properties and different requirements mandated by State law. She described events in the past about assisting with horses in distress and that the Town should consider a compensation program as part of the Agricultural Department being developed by the Town.

8. Council Member Comments

Council Member Jablonski spoke about upcoming events within the Town such as the Calendar Photo Contest and the deadline of September 9th for submissions. He talked about the Broward County Property Appraiser Outreach Program at Town Hall happening the first Tuesday of every month and that the DMV Flow event will be August 28th. He stated that decals for the recycling bins are located at Town Hall and available for pick up if residents needed any additional decals. He stated that the Town Budget Hearings will be September 12th and 26th, and asked Town Administrator Muñiz to address some elements of the budget during his comments. He discussed the Town's 25th Anniversary event occurring in June of 2025, and said that many events are planned for the day and asked for residents to attend. He discussed having the Town Attorney draft an Ordinance to prevent the weaponization of Code Compliance with fraudulent code complaints. He said that he would like to pattern the ordinance after the False Alarm Ordinance. He discussed voter fraud that may be occurring in the Town regarding people using addresses of vacant lots to register to vote. He stated that the Town Administrator and the Town Attorney are working with the Broward County Property Appraiser's Office and the Broward Supervisor of Elections to find any suspected occurrences and if any are found they will be reported to the authorities.

Council Member Hartmann discussed the Trim Notice sent to residents by the Broward County Property Appraiser's Office. He said that the assessment fees and millage rate are the maximum amount that the Town would use for taxes. He stated that the Town is in the middle of the budget process but had to provide the rates to the County by late June so they County could provide it to the residents. He said the Town Council is keeping the millage rate at 3.9 and not raising the solid waste or fire assessment fees. He announced that the budget hearings will be September 12th and September 26th, and that the Town has third lowest millage rate in Broward County.

Vice Mayor Kuczenski stated that the 3.9 millage rate is the lowest rate for the Town in the last 15 years. He discussed the Rural Arts and Design Advisory Board developing design concepts for the entrance ways to the Southwest Meadows Sanctuary. He talked about the Halloween House Decorating Contest happening in October. He spoke about the Calendar Photo Contest and said that Town Employees will be able to submit photos for the contest. He stated that the Zero Waste Advisory Board is in the process of retaining a Zero Waste Consultant to help the Town move forward with the initiative. He discussed a post from State Representative Robin Bartleman announcing a meeting at Dr. Von D. Mizell-Eula Johnson State Park on August 27th at 3:00 p.m., regarding the plans for development of hotels, golf courses, and pickle ball courts on State Park property. He asked everyone to attend the meeting to voice their opposition to developing the pristine lands of the state parks. He reiterated the dangers of title fraud mentioned by Broward County Property Appraiser Marty Kiar. He suggested that if residents see something suspicious to please report it. He discussed incidents of mail fraud occurring in the Town and suggested residents purchase a locking mailbox as well as signing up for the US Postal Service Informed Delivery program that provides you with notifications on your mail delivery.

Council Member Allbritton spoke about locking mailboxes and that although they can still be broken into, they are a deterrent that can help prevent mail theft. He discussed the Broward County Emergency Management and US Small Business Administration loan program for the homeowners and business owners that were affected by the flooding that occurred during June 11th through June 14th. He reminded everyone that the deadline to apply was August 30th. He talked about the Proclamation for Suicide Prevention month and the statistics surrounding accidental deaths with firearms and encouraged everyone to secure their firearms properly. He spoke about the traffic enforcement program with police officers providing extra traffic enforcement on the Town's interior roads and the effect it has on slowing down traffic. He discussed the Aden Perry Project, its history, and the Town's involvement in the project. He said that the Broward League of Cities is reconvening after their summer hiatus and stated he would be meeting with the Mayors and Commissioners of other municipalities regarding the incinerator. He spoke about the Drainage and Infrastructure Board and their discussion regarding paving the streets around the Town and that he hoped the Town could dedicate extra money to road pavement this year.

Mayor Breitzkreuz spoke about the Town's millage rate and stated that the millage rate has not been this low since 2009. He spoke about the fraudulent code complaints issue that was discussed by Council Member Jablonski and agreed that the Town should address the matter. He spoke about the Mayor Chess Challenge and that the Town has joined the official Mayor's Chess Challenge happening on October 19th. He discussed the i9 Sports Programs that is starting in the Town and how they help bring the community together. He talked about nominations for Pioneer Day and that nominations were needed from the Council and residents. He stated that the nominations need to be submitted to Town Administrator Muñiz by end of day Monday August 26th.

9. Legal Comments

Town Attorney Poliakoff congratulated Babara Sharief on winning the primary race for the State Senate for the Town's district. He discussed the Code Compliance Department and the issues they face when dealing with fraudulent code cases. He advised the Town Council the lawsuits against the Town filed by Bruno Dogs were ruled upon and the rulings were in favor of the Town. He said he expected there to be an appeal.

10. Administration Comments

Town Administrator Muñiz discussed the Town's millage rate and that it is only a portion of their total tax bill. He spoke about the Town's special assessment fees and the fees associated with the additional cart fees for waste and recycling bins. He talked about the Public Safety and Traffic Committee and said that a recommendation from the Committee was to purchase additional vehicle mounted radar units for the Town of Davie Police units. He said the original recommendation was to purchase 14 units in 2025, but the Town could purchase 7 units this fiscal year from unassigned funds. He added that the remaining units could be purchased next fiscal year.

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

MOTION: TO PURCHASE 7 CAR MOUNTED RADAR UNITS FOR DAVIE POLICE DEPARTMENT IN FISCAL YEAR 2024 FROM THE UNASSIGNED FUND BALANCE IN THE AMOUNT OF \$13,262.41.

Town Administrator Muñiz called Administrative Specialist, Newsletter Editor & Graphic Designer Susan Kutz to address the Town Council on the plans for the Town's 25th anniversary celebration.

Administrative Specialist Kutz addressed the Town Council and discussed the plans for the celebration and procedures to become a sponsor for the event.

Mayor Breitkreuz thanked Administrative Specialist Kutz for her work on the project. Council Member Hartmann thanked her for all her efforts on the planning of the event and for all her work she has done on the Town Newsletter.

Town Administrator Muñiz addressed the questions from Vice Mayor Kuczenski and Council Member Hartmann regarding the fees for extra waste and recycling bins.

Ordinances – 2nd Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, "DEFINITION OF TERMS," SECTION 010-030, "TERMS DEFINED," ARTICLE 45, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-030, "GENERAL PROVISIONS," AND ARTICLE 55, "MANUFACTURING AND INDUSTRIAL DISTRICT," SECTION 55-030, "GENERAL PROVISIONS," PERTAINING TO THE MEASUREMENT OF HEIGHT, AND PARTICULARLY THE HEIGHT OF FENCES, WALLS, HEDGES, AND STRUCTURES OTHER THAN BUILDINGS AND SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading August 8, 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 Breitkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON 2ND READING.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO PROPERLY DISPOSE OF THE SURPLUS INVENTORY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CHANGE ORDER WITH CPZ ARCHITECTS INC. IN THE AMOUNT OF THIRTY-FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND FORTY-THREE CENTS (\$34,590.43) FOR ADDITIONAL ARCHITECTURAL SERVICES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED SOUTHWEST MEADOWS SANCTUARY PARK RESTROOM FACILITIES PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.**Discussion**

14. Discussion - Southwest Meadows Preserve - Advisory Board Review - Vice Mayor Kuczenski
Vice Mayor Kuczenski discussed the importance of the Town's Advisory Boards and the input provided by the residents from those Boards. He spoke about the Parks, Recreation, Forestry, and Natural Resources Advisory Board and asked that the Southwest Meadows Preserve fall under that Board and that future decisions regarding the Preserve be brought before the Parks Board before coming to the Town Council.

Council Member Jablonski agreed that resident input is important but raised the concern that issues may arise that need to be addressed in a timely manner by the Town Council and that waiting for a quorum for a Board to meet that may take months.

Mayor Breitkreuz stated that resident input was important and needed for the Town. He said that sometimes there may be issues that have to be taken care of in a certain timeframe, and that the issues should be addressed as with any other Board. He said that the best practice is to let the Advisory Boards handle the issues and advise the Town Council when they can, but that the Town Council take responsibility from the Boards if items needed to be addressed in a timely manner.

Council Member Hartmann discussed the residents' involvement in the Town's Advisory Boards and how much more involved they are compared to neighboring municipalities. He said that residents should have their voices heard but the Town does need to intervene when an item needs to be addressed in a timely manner.

Council Member Allbritton stated that Southwest Meadows Preserve is different from the other parks in the Town due to the events held there and that is why the Town Council may need to intervene more often with that park.

15. Appointments

a. Parks, Recreation, Forestry, and Natural Resources Advisory Board Member Appointment – Council Member Gary Jablonski

b. Zero Waste Advisory Board Member Appointment - Council Member Jim Allbritton
Town Administrator Muñiz announced the following appointments for the Town Advisory Boards:

- Zero Waste Advisory Board – Rick Conrad appointed by Council Member Allbritton
- Parks, Recreation, Forestry, and Natural Resources Advisory Board – Ronal Martinez appointed by Council Member Jablonski
- Schools and Education Advisory Board – Elizabeth Eskanezi appointed by Vice Mayor Kuczenski

- Rural Public Arts Design Board – Kathy Jablonski appointed by Vice Mayor Kuczenski

16. Adjournment

Meeting adjourned at 9:39 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 21st day of November, 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.

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FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL

Southwest Ranches, Florida

Thursday 6:00 PM

September 12, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Debra Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Richard Dewitt, Assistant Town Attorney

A First Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The hearing, having been properly noticed, was called to order by Mayor Breitkreuz at 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administration Comments

Town Administrator Russell Muñiz advised this was the first budget hearing and that the items requested by the Town Council at the Budget Workshop would be reviewed tonight, as well as the final solid waste assessment and fire assessment rates, tentative millage rate, and the first reading of Town Ordinance adopting the 2025 fiscal year budget. He stated that there was no increase in any of the Town's assessment fees for the next fiscal year. He then turned the meeting over to Town Financial Administrator Lopez for the presentation.

4. Presentation by Finance

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final solid waste assessments, final fire assessment of \$758.63 for residential properties, a total tentative millage rate of 3.9000, and the proposed budget for fiscal year 2025.

Millage Rate and Budget Hearing

Resolutions

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; PROVIDING PURPOSE; PROVIDING FOR PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; APPROVING THE FINAL FIRE SERVICES ASSESSMENT RATES AND FINAL ROLL RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN FOR FISCAL YEAR 2024-25; CONFIRMING AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

6. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2024-2025 COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Tentative Millage Rate Resolution

Tentative Millage Rate Resolution

7. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Ordinance-1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS;

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

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

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

9. Adjournment

Meeting was adjourned at 6:38 p.m.

Respectfully submitted:

Debra M. Ruesga, Town Clerk

Adopted by the Town Council on this 21st day of November, 2024.

Steve Breitzkreuz, Mayor

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

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

September 12, 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 Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Richard Dewitt, Assistant Town Attorney

A 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 7:30 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Presentations

3. Proclamation - Officer Christi Laguna Retirement

The Town presented a proclamation in recognition of the retirement of the Town of Davie Police Officer Christi Laguna.

4. Presentations - FPL, Comcast, & AT&T - Update on Projects and Customer Outreach

Representatives from FPL, Comcast, and AT&T, provided updates on the hardening projects and fiber internet network projects happening around the Town. They addressed questions from the Town Council and Town residents and provided contact information for any further questions or concerns.

5. Senator Steve Geller - Broward County Update

Senator Steve Geller provided a Legislative Update to the Town Council.

6. Public Comment

The following members of the public addressed the Town Council: Richard Ramcharitar, Marianne Allen, Mary Gay Chaples, James Laskey, Debbie Green, and John Steven Garate.

7. Board Reports

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She discussed the Prime Volunteers app that the Board is using for volunteers and students can use to earn volunteer hours for the Town scholarship. She presented the QR code that can be used to find the app and install it on their phone.

Debbie Green spoke on behalf of the Zero Waste Task Force. She spoke about the "Stop the Incinerator" yard signs that were created and thanked the Bergerons for donating \$2,500 from the Everglades Bergeron Fund. She said they are trying to distribute the signs to cities throughout

the County. She discussed the Broward Solid Waste Authority meeting happening on September 18, from 6:00 to 8:00 p.m. at Lauderhill Veteran's Park.

Richard Ramcharitar spoke on behalf of the Zero Waste Task Force. He discussed the dangers of landfills and incinerators for the environment. He said it is imperative for communities to teach their residents how to achieve zero waste.

Marianne Allen spoke as the Agricultural Liaison. She discussed the importance of soil for agriculture and warned organic farmers from using biochar products on their farms.

8. Council Member Comments

Council Member Jablonski spoke about upcoming events within the Town such as Bingo at the Barn on September 14th, the Open Chess Play Event on the September 21st, Hazmat at the Barn on the September 28th, and the 25th Anniversary event on June 7th, 2025. He spoke about the monthly visit by the BCPA office and their agricultural expert happening on October 1st. He spoke about placing the future agenda item regarding parking at the Southwest Meadows Preserve as a discussion item for the next meeting. He discussed using surplus funds to reduce solid waste and fire assessment fees for the residents as the Town Council has done in the past. He stated this is the last year that Council had planned on providing that reduction and would like to continue it again and allocate possibly half a million dollars or more for future years. There was a consensus of the Town Council to continue using surplus funds to reduce rates for the residents.

Mayor Breitzkreuz asked Assistant Town Attorney Dewitt and Town Administrator Muñiz on how to proceed with continuing the practice of using surplus funds to reduce the assessment fees.

Town Administrator Muñiz discussed the fund balance policy and investment policy that he and Town Financial Administrator Lopez have been developing to assist the Town Council on issues such as these, and that the policies would be presented within the next few weeks.

Council Member Allbritton thanked Town Financial Administrator and the Finance staff for the work they did on the Fiscal Year 2025 Budget. He discussed the Broward County Schools meetings regarding under enrollment at the schools. He encouraged everyone to check the School Board webpage for the meeting dates and to attend the meetings for detailed information on what is going to happen with those schools. He thanked Town Resident Debbie Green for taking the initiative in assisting residents with the Prime Volunteer app, and the uses the volunteer app including educating people on the zero-waste initiative. He talked about attending the Fire Advisory Board, and the needs of the Volunteer Fire Department needing a new fire truck. He spoke about the retirement of Officer Christi Laguna and thanked her for her dedication to the Town.

Vice Mayor Kuczenski discussed the proper procedures for recycling and listed items that should not be placed in the recycle bins. He discussed the Town's 3.9000 millage rate and stated that it has not been this low since 2009. He spoke about his involvement with the "Stop the Incinerator"

signs. He talked about the Town's first Halloween Decorating Contest, that the deadline for entering is October 18th, and that he hoped many homes would be decorated.

Council Member Hartmann stated that he was glad Council Member Jablonski introduced the subsidies to the discussion and stated that the Town Council will need to plan the amount that should be set aside. He stated that the Town should start developing a Capital Plan with the fund balance so the Town can have more control over the funds for future projects. He spoke about Officer Laguna's service and dedication to the Town and that she has been a great officer for the Town. He discussed the new metal detector placed in the Town Council Chambers and how it has become a common item in government facilities.

Mayor Breitkreuz spoke about attending a Broward School Board meeting and discussing the South Florida Wildlife Center being in the Town and stated that it was well received and that the Town is moving in the right direction to accomplishing having the center moved to the Town. He discussed having a workshop with the City of Sunrise, City of Cooper City, City of Pembroke Pines, and the Town of Davie, regarding infrastructure for supplying water services to areas of the Town. He stated that it would be to the benefit of the Town to start developing long-range plans on this issue so when these municipalities have projects in development, the Town's needs could also be taken into consideration. He asked the Town Council for a consensus on directing Town Administrator Muñiz on setting a meeting with representatives from the named municipalities.

Council Member Hartmann stated that he would like to have a meeting and discuss the issue as a Town before meeting with the other municipalities. He said that his concern was that he feared that residents from entire subdivisions would be obligated to sign up for one municipality for water service if a certain number of residents in the neighborhood did.

Mayor Breitkreuz explained his intention to have the meeting was to develop long-range plans so that the residents could choose who best could provide their water service and the Town Council would know when approving the water service agreements that this was the best option for the residents as well. He stated that in planning long range that the municipalities would be willing to provide not be limited to just one source if possible. He said that this would also help the municipalities that provide service to the Town plan for their capacity levels.

Council Member Allbritton spoke about groundwater issues and that drain fields, and septic tanks would need to be replaced with sewer systems.

Vice Mayor Kuczenski discussed the issue of rising seawater and the effect it will have on water sources in the Town.

At the consensus of the Town Council, Mayor Breitkreuz directed Town Administrator Muñiz to set up a meeting with representatives from the municipalities.

Town Administrator Muñiz suggested setting the meeting as a sole purpose workshop meeting so that there would be ample time for the discussion.

Mayor Breitkreuz said that he would like to set up two meetings on the topic, one for the Town to hear feedback from the residents, and a workshop meeting with representatives from the municipalities.

9. Legal Comments

Assistant Town Attorney Dewitt had no legal comments.

10. Administration Comments

Town Administrator Muñiz discussed the metal detector in the Council Chambers and that it was being introduced tonight and that there would be a more stringent enforcement of the rules at future meetings. He spoke about Senator Geller's comments regarding City Manager group and the County working on the Interlocal Agreement regarding surtax funds. He said that the City Manager group is working with the County to amend the agreement. He described the amendment as municipalities receiving 10% of the surtax funds for repair and maintenance projects and the funds would be allocated to each municipality based on centerline miles. He gave the example that if adopted, the Town would have received approximately \$500,000 in 2024. He said that the proposal is a long way from being adopted but it is being worked on.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS IN THE AMOUNT OF FOUR HUNDRED FORTY THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS (\$440,245.00) FOR CONSTRUCTION OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED DYKES ROAD PIPING PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WOLF CREEK CONSTRUCTION IN THE AMOUNT OF EIGHTYSEVEN THOUSAND SIXTY-THREE DOLLARS AND THIRTY-ONE CENTS (\$87,063.31) FOR CONSTRUCTION OF THE SW 205TH AVENUE AND SW 49TH COURT DRAINAGE PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING TOWN-OWNED PROPERTY AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS INVENTORY AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM TO HELP FUND THE SW 162ND AVENUE DRAINAGE PROJECT IN THE AMOUNT OF TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$263,250.00) WITH AN EQUAL TOWN MATCH; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY AND ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, 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 Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Discussion

15. Discussion - 2024 Pioneer Day Nominations

16. APPROVAL OF MINUTES

a. July 25, 2024 Regular Meeting Minutes

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

MOTION: TO APPROVE THE JULY 25, 2024 REGULAR MEETING MINUTES.

17. Adjournment

Meeting adjourned at 10:27 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 21st day of November, 2024.

Steve Breitzkreuz, Mayor

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

SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida

Thursday 6:00 PM

September 26, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Dan Stewart, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Second Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The hearing, having been properly noticed, was called to order by Mayor Breitkreuz at 6:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Town Administrator Muñiz attended the meeting by phone.

3. Administration Comments

Town Administrator Russell Muñiz commended the work done by the Town's Finance Department and Town Staff for their work on the budget. He thanked the Town Council for their guidance during the process and stated he was proud that the Town could provide the level of service to the residents and keep the millage rate at 3.900. He then turned the meeting over to Town Financial Administrator Lopez for the presentation.

4. Presentation by Finance

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final millage rate of 3.9000, and the proposed budget for fiscal year 2025.

Millage Rate and Budget Hearing

Final Millage Rate Resolution

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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 Member Allbritton, Council Member Hartmann, Council Member Jablonski, Vice Mayor Kuczenski and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

Ordinance-2nd Reading

6. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2024-2025, COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading September 12, 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 Member Allbritton, Council Member Hartmann, Council Member Jablonski, Vice Mayor Kuczenski and Mayor Breitreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**7. Adjournment**

Meeting was adjourned at 6:22 p.m.

Respectfully submitted:

Debra M. Ruesga, Town Clerk

Adopted by the Town Council on this 21st day of November, 2024.

Steve Breitreuz, Mayor

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SOLE PURPOSE MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:50 PM

September 26, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Dan Stewart, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Sole Purpose 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 6:51 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Town Administrator Muñiz attended the meeting by phone.

Resolutions

3. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO HELP FUND PARK DEVELOPMENT WITHIN THE TOWN'S COUNTRY ESTATES PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

7. Adjournment

Meeting was adjourned at 6:51 p.m.

{Signatures on next page}

Respectfully submitted:

Debra M. Ruesga, Town Clerk

Adopted by the Town Council on this 21st day of November, 2024.

Steve Breitkreuz, Mayor

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SOLE PURPOSE MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:40 PM

September 26, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David Kuczenski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Dan Stewart, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Sole Purpose 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 6:40 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Town Administrator Muñiz attended the meeting by phone.

Resolutions

3. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO HELP FUND PLAYGROUND RENOVATION WITHIN THE TOWN'S SUNSHINE RANCHES EQUESTRIAN PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

7. Adjournment

Meeting was adjourned at 6:42 p.m.

{Signatures on next page}

Respectfully submitted:

Debra M. Ruesga, Town Clerk

Adopted by the Town Council on this 21st day of November, 2024.

Steve Breitzkreuz, Mayor

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