



Southwest Ranches Town Council

REGULAR MEETING

Agenda of May 8, 2025

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. Proclamation - Law Enforcement Officers Memorial Day

**4. Proclamation - Mental Health Awareness Month - May
NAMI Broward**

5. Proclamation - Jewish American Heritage Month - May 2025

6. Proclamation for International Compost Awareness Week

7. Presentation - Outback Steakhouse - Stephen Barnes, General Manager

8. Presentation - Florida Power & Light - Drone in a Box

9. 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.

10. Board Reports

11. Council Member Comments

12. Legal Comments

13. Administration Comments

Ordinance - 1st Reading

14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 95. - "OUTDOOR LIGHTING STANDARDS" BY ADDING AND MODIFYING DEFINITIONS, MODIFYING LIGHTING INTENSITY STANDARDS, ESTABLISHING PROHIBITED LIGHTING PRACTICES, AND PROVIDING FOR COMPLIANCE; AMENDING ARTICLE 70. - SIGN REGULATIONS, SECTION 070-070. – "GENERAL SIGN REQUIREMENTS FOR PERMANENT SIGNS," PERTAINING TO SIGN ILLUMINATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to Be Held on June 12, 2025}

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE PLATINUM PERMITTING PROGRAM OF THE GREATER FORT LAUDERDALE ALLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AWARDED A BID TO PROVIDE SERVICES FOR A RESIDENTIAL COMPOST PILOT PROGRAM TO FILTHY ORGANICS, LLC; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6225 STALLION WAY, 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.

Discussion

19. Dykes Road U-Turn Design - Mayor Breitreuz
20. Party Permits - Council Member Jablonski
21. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR

HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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PROCLAMATION

National Law Enforcement Officers Memorial Day

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officer Memorial Day and the week in which May 15th falls, as National Police Week; and

WHEREAS, on this National Law Enforcement Officers Memorial Day, the Town of Southwest Ranches extends our deepest sympathy and condolences to the families of the brave officers who have fallen in the line of duty. We greatly appreciate these officers who went above and beyond and in doing so gave the ultimate sacrifice. May they Rest In Peace; and

WHEREAS, the week of May 15th is dedicated to honoring all Law Enforcement Officers. With great pride and appreciation, the Town of Southwest Ranches thanks all members of the Law Enforcement community across all cities, states and federal levels for their service and dedication to duty; and

WHEREAS, the Town is especially grateful for our partnership with Davie Police for their continued readiness to address the safety and security needs of our community; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Southwest Ranches, May 15th, 2025, as National Law Enforcement Officers Memorial Day, and the week of May 11th through May 17th, 2025, as National Police Week in the Town of Southwest Ranches. To all Law Enforcement Officers, stay safe and may God Bless.

Dated this 8th day of May, 2025

STEVE BREITKREUZ, MAYOR

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PROCLAMATION

Mental Health Awareness Month – May 2025

WHEREAS, NAMI Broward’s Mission is to enhance awareness and provide programs in Broward County that support a world-class system for the treatment and recovery of individuals facing mental health challenges. NAMI Broward delivers support, education, and advocacy to nurture better understanding, coping strategies, and positive outcomes for people and their families navigating the complexities of mental health; and

WHEREAS, mental health conditions are treatable health concerns that are widespread and manageable; and

WHEREAS, comprehensive healthcare encompasses mental health care, which must be accessible to all individuals irrespective of race, gender, age, sexual orientation, socioeconomic status, values, and cultural beliefs. It is vital that these factors are integrated into treatment, allowing the community to become a bastion of support; and

WHEREAS, the breadth of the mental health crisis affecting both children and adults is profound. One in five adults will encounter a mental health challenge in any given year. Half of all mental health conditions begin by age 14, and 75% by 24 years old. Prompt intervention leads to more favorable outcomes; and

WHEREAS, half of the children and adults living with mental health challenges never receive transformative treatment due to barriers to care and stigma. The resilience and recovery journey of individuals diagnosed with a mental health condition should be celebrated rather than stigmatized; and

WHEREAS, mental health challenges are not criminal issues. Nonetheless, individuals with mental health diagnoses are disproportionately represented in jails and prisons. NAMI commends the implementation of Crisis Intervention Training for law enforcement officers, Diversion Programs, and Mobile Crisis Response Teams that effectively reduce involvement in the justice system and enhance safety; and

WHEREAS, individuals experiencing mental health challenges are capable of leading meaningful lives and contributing significantly to society. Communities aid those with mental health challenges by ensuring access to quality care and appropriate supports; and

WHEREAS, NAMI Broward County observes the month of MAY as MENTAL HEALTH AWARENESS MONTH to raise awareness of mental health, to encourage those living with mental illnesses to seek HELP, and to be uplifted by our message: “YOU ARE NOT ALONE”; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Southwest Ranches, the month of May 2025 as Mental Health Awareness Month.

Dated this 8th day of May, 2025

STEVE BREITKREUZ, MAYOR

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Proclamation
JEWISH AMERICAN HERITAGE MONTH
May 2025

Whereas, this month, we celebrate the enduring heritage of Jewish Americans, whose values, culture, and contributions have shaped our character as a Nation. For generations, the story of the Jewish people — one of resilience, faith, and hope in the face of adversity, prejudice and persecution — has been woven into the fabric of our Nation's story. It has driven us forward in our ongoing march for justice, equality, and freedom as we recommit to upholding the principles of our Nation's founding and realizing the promise of America for all Americans; and

Whereas, for centuries, Jewish refugees fleeing oppression and discrimination abroad have sailed to our shores in search of sanctuary. Early on, they fought for religious freedom, helping define one of the bedrock principles upon which America was built. Union soldiers celebrated Passover in the midst of the Civil War. Jewish suffragists fought to expand freedom and justice. And Jewish faith leaders linked arms with giants of the Civil Rights Movement to demand equal rights for all; and

Whereas, Jewish Americans continue to enrich every part of American life as educators and entrepreneurs, athletes and artists, scientists and entertainers, public officials and activists, labor and community leaders, diplomats and military service members, public health heroes, and more; and

Whereas, there is also a dark side to the celebrated history of the Jewish people — a history marked by genocide, pogrom, and persecution — with a through line that continues in the record rise of antisemitism today. We have witnessed violent attacks on synagogues, bricks thrown through windows of Jewish businesses, swastikas defacing cars and cemeteries, Jewish students harassed on college campuses, and Jews wearing religious attire beaten and shot on streets. Antisemitic conspiracy theories are rampant online, and celebrities are spouting antisemitic hate; and

Whereas, these acts are unconscionable and despicable. They carry with them terrifying echoes of the worst chapters in human history. Not only are they a strike against Jews, but they are also a threat to other minority communities and a stain on the soul of our Nation. Antisemitic incidents remind us that hate never truly goes away — it only hides until it is given just a little oxygen. It is our obligation to ensure that hate can have no safe harbor in America and to protect the sacred ideals enshrined in our Constitution: religious freedom, equality, dignity, and respect. That is the promise of America; and

Whereas, the Town will not remain silent in the face of this antisemitic venom, vitriol, and violence; and

Whereas, the federal government is developing the first national strategy to counter antisemitism that outlines comprehensive actions the Federal Government will undertake and that reflects input from over a thousand Jewish community stakeholders, faith and civil rights leaders, State and local officials, and more. This strategy will help combat antisemitism online and offline, including in schools and on campuses; improve security to prevent antisemitic incidents and attacks; and build cross-community solidarity against antisemitism and other forms of hate; and

Whereas, governance alone cannot root out antisemitism and hate. All Americans – including business and community leaders, educators, students, athletes, entertainers, and influencers – must help confront bigotry in all its forms. We must each do our part to put an end to antisemitism and hatred and create a culture of respect in our workplaces, schools, and homes and across social media; and

Whereas, this Jewish American Heritage Month, let us join hands across faiths, races, and backgrounds to make clear that evil, hate, and antisemitism will not prevail. Let us honor the timeless values, contributions, and culture of Jewish Americans, who carry our Nation forward each and every day. And let us rededicate ourselves to the sacred work of creating a more inclusive tomorrow, protecting the diversity that defines who we are as a Town and as a Nation, and preserving the dignity of every human being – here at home and around the world.

NOW, THEREFORE, BE IT PROCLAIMED by the Town Council of Southwest Ranches, the month of proclaim May 2025 as Jewish American Heritage Month. We call upon all Americans to learn more about the heritage and contributions of Jewish Americans and to observe this month with appropriate programs, activities, and ceremonies.

Dated this 8th Day of May, 2025

STEVE BREITKREUZ, MAYOR

PROCLAMATION

International Compost Awareness Week

WHEREAS, the Compost research & Education Foundation, along with countries such as Canada, Australia, and the United Kingdom have declared the first full week of May to be the annual International Compost Awareness Week; and

WHEREAS, composting is a way of returning organic resources to the soil and is a way of conserving water during extreme drought or flooding conditions, reducing water consumption and non-point pollution; and a proven method of decreasing the dependence on chemical fertilizers and decreasing erosion; and

WHEREAS, composting is an effective form of waste reduction, reuse and recycling; and since organic materials make up approximately 30% of the material going to landfills, composting is becoming one of the primary methods communities use to reach waste diversion goals; and

WHEREAS, materials such as yard trimmings, vegetable cuttings, biosolids, food scraps, manures and hay shavings have all been composted and converted into a beneficial product known as compost; and

WHEREAS, International Compost Awareness Week is a publicity and education initiative to showcase compost production and demonstrate compost use; and

WHEREAS, this year's theme is "Sustainable Communities Begin with Compost!". The 2025 theme was chosen with the goal of highlighting composting in all kinds of communities at any scale - from backyard home composter to residential compost programs, to community composters, to large-scale facilities to all those who recognize the many benefits using compost on our soils. Composting is an essential element in developing a sustainable resources management plan for any community; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Southwest Ranches that May 4th through May 10th, 2025, be proclaimed as International Compost Awareness Week, in the Town of Southwest Ranches, as we continue to meet our Zero Waste Initiative goals.

Dated this 8th day of May, 2025

STEVE BREITKREUZ, MAYOR

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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 Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Jeff Katims
DATE: 3/2/2025
SUBJECT: Outdoor Lighting Ordinance

Recommendation

Staff recommends that the Town Council adopt the proposed ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Town's current outdoor lighting standards were adopted in 2005. Primary objectives of the regulations were to limit both ambient light pollution that contributes to "sky glow" and horizontal light spillover onto residential properties. The regulations attempted to accomplish these objectives by requiring that nondirectional luminaires ("area lights") emit most of their light below 90 degrees from vertical, and by requiring that directional luminaires are properly aimed and shielded to prevent glare and limit spillover onto adjacent properties and streets.

The current regulations can be reasonably effective in reducing skyward illumination, although best practices call for greater use of cut-off fixtures than is currently required. Accordingly, the proposed ordinance lowers the threshold for requiring use of full cut-off luminaires from 1800 lumens to 600 lumens. Some model dark sky ordinances have a threshold closer to 300 lumens.

The current regulations are not as effective as they were intended to be in accomplishing the second objective of limiting glare and spillover. The primary reason is that the regulations measure light spillover using horizontal footcandles measured at ground level on the property line. This standard is flawed both in terms of its inability to capture directional light that is aimed beyond the property line and its inability to account for shadows produced by fences, walls and hedges.

For light trespass onto a residential property, the proposed ordinance rectifies the limitations of the current methodology by converting to a vertical footcandle measurement taken anywhere on a residential receiving property, using the same 0.10 footcandle trespass value.

Along Town residential streets, most light trespass is from luminaires mounted on fences and walls. Improperly aimed, unshielded directional fixtures also contribute, but these are currently not legal. Street measurements would be taken at distances of five and ten feet from the right-of-way line, using footcandle values that were calibrated in the field to allow reasonable light levels without compromising the relatively dark streets for which the Town opted when it prohibited streetlights. The number of luminaires on a given column or post are also restricted to further the intent that such lights outside of driveway entrances are for decorative purposes only.

The proposed ordinance also establishes a rural lighting corridor along residential streets to further reinforce the Town's desired rural character. The corridor extends 45 feet from the right-of-way line on each side of a street, which accounts for the majority of a required front yard without impacting lights attached to roof overhangs. Lights within the rural lighting corridor must be fully shielded to prevent glare and must use bulbs with a relatively warm color appearance.

Fiscal Impact/Analysis

The ordinance will not impose additional costs to the Town.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Lighting Ordinance - TA Approved	5/1/2025	Ordinance
Business Impact Statement - PDF	5/1/2025	Backup Material

ORDINANCE NO. 2025 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 95. - "OUTDOOR LIGHTING STANDARDS" BY ADDING AND MODIFYING DEFINITIONS, MODIFYING LIGHTING INTENSITY STANDARDS, ESTABLISHING PROHIBITED LIGHTING PRACTICES, AND PROVIDING FOR COMPLIANCE; AMENDING ARTICLE 70. - SIGN REGULATIONS, SECTION 070-070. – "GENERAL SIGN REQUIREMENTS FOR PERMANENT SIGNS," PERTAINING TO SIGN ILLUMINATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that the outdoor lighting regulations in the ULDC, adopted in 2005, are not adequate to maintain the Town's rural character and prevent certain nuisances; and

WHEREAS, the Town Council wishes to amend the outdoor lighting regulations to more effectively limit light trespass onto residential properties and onto residential streets; and

WHEREAS, after holding a duly noticed public hearing on _____, 2025, the Local Planning Agency found the proposed amendments to be consistent with the adopted Town of Southwest Ranches Comprehensive Plan.

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

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

Section 2. Article 095. - "Outdoor Lighting Standards" is hereby amended pursuant to Exhibit "A," which is attached hereto and made a part hereof.

Section 3. Article 070. – “Sign Regulations,” Section 070-070. – “General sign requirements for permanent signs” is hereby amended pursuant to Exhibit “B,” which is attached hereto and made a part hereof.

Section 4. Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 5. 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 6. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

[Signatures On Following Page]

PASSED ON FIRST READING this ____ day of _____, 2025 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.035.2025

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Town of Southwest Ranches Business Impact Estimate Form

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

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 95, "DARK SKY ORDINANCE" TO FURTHER REGULATE OUTDOOR LIGHTING; PROVIDING FOR, ADMINISTRATION, ENFORCEMENT AND COMPLIANCE; AMENDING ARTICLE 70, "SIGN REGULATIONS" FOR CONSISTENCY WITH THE AMENDMENTS TO ARTICLE 95; PROVIDING FOR CODIFICATION; 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:
 - a. Development orders and permits and development agreements.
 - b. Comprehensive plan amendments and land development regulation amendments initiated by a private party other than the municipality.

- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. 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).

- Limits permissible outdoor lighting adjacent to streets
- Amends the method for measuring light trespass
- Lowers the minimum intensity of light fixtures that must be cut-off or shielded.
- Provides for phased compliance of existing fixtures made nonconforming by the ordinance.
- The public purpose of the ordinance is to maintain the rural character of the Town as directed by the Town's adopted comprehensive plan.

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.

The ordinance is intended to apply principally to residential areas. Compliance costs for businesses are not expected.

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

The ordinance does not impose charges or fees for businesses.

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

The Town is not anticipated to incur additional costs to implement this ordinance. Permits that include outdoor lighting may be reviewed by a lighting engineer the Town engages on a cost-recovery basis. Cost-recovery will be the responsibility of each applicant.

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

This ordinance is not anticipated to impact businesses.

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

EXHIBIT "A"

ARTICLE 95. OUTDOOR LIGHTING STANDARDS

Sec. 095-010. Purpose, intent and applicability.

The purpose and intent of this article is to create lighting standards that preserve the rural character of the town and promote the health, safety and welfare of the residents by establishing maximum intensities of lighting and controlling glare from luminaires~~lighting fixtures~~. The provisions of this article shall apply to all permanent outdoor lighting from an artificial light source.

Sec. 095-020. Definitions.

In addition to terms defined in article 10, "Definition of Terms," the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In the absence of a specific technical definition, words and phrases shall have those definitions and meanings as provided by the Illuminating Engineering Society of North America.

Area light means light-a luminaire that produces more than six hundred (600)~~eighteen hundred (1,800)~~ lumens.

Athletic field lighting means ~~any lighting greater than 35 feet in height, utilized to illuminate sports facilities.~~

Bulb means the light-producing source in a luminaire; a device that produces light upon the application of electricity. Bulbs include, but are not limited to, the following technologies: incandescent; fluorescent; light emitting diode, and noble gasses such as neon.

Correlated color temperature (CCT) is a specification of the color appearance of the light emitted by a bulb, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees Kelvin (K). The CCT rating for a lamp is a general "warmth" or "coolness" measure of its appearance. Lamps with a CCT rating below three thousand (3000) K are usually considered "warm" sources, while those with a CCT above three thousand (3000) K are usually considered "cool" in appearance.

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1 *Cutoff, full*, means a ~~lighting fixture-luminaire~~ that emits zero (0) percent of its light
2 above ninety (90) degrees and ten (10) percent above eighty (80) degrees from
3 horizontal.

4 *Directional luminaire* means a luminaire that primarily concentrates or exclusively
5 emits light in a specific direction.

6 *Downlighting* means light projected below the horizontal plane formed by the
7 bottom of a luminaire.

8 *Floodlight* means any ~~light-luminaire~~ that produces ~~no more than eighteen hundred~~
9 ~~(1,800) lumens in~~ a broad beam designed to saturate or illuminate a given area with
10 light. Generally, floodlights produce from one thousand (1,000) to eighteen hundred
11 (1,800) lumens. Floodlights are directional ~~fixtures~~luminaires.

12 *Footcandle, horizontal* means the number of footcandles at a given location
13 measured on the horizontal plane at grade level, with the sensor of the light meter
14 facing up, 180 degrees to the ground.

15 *Footcandle, vertical* means the number of footcandles at a given location, at any
16 height above grade level, measured on the vertical plane, with the sensor of the light
17 meter facing 90 degrees to the ground.

18 *Glare* means ~~light entering the eye directly from a luminaire or reflection the~~
19 ~~sensation produced by lighting~~ that results in annoyance, discomfort or a reduction of
20 visual performance and visibility, ~~and includes direct and reflected glare. All directional~~
21 ~~fixtures-luminaires, and any fixture-area lights that are not fully shielded and the~~
22 ~~reflection of any luminaire~~ with an output of more than eighteen hundred (1,800)
23 lumens ~~that is visible, either directly or by reflection, from onto~~ adjacent properties or
24 streets shall be considered to cause glare.

25 *Luminaire*, also known as a light fixture, means an electrical lighting device
26 containing one or more light sources, such as bulbs, and all the accessory components
27 required for its operation to provide illumination to the environment. All luminaires have
28 a body and one or more bulbs.

29 *Lumens* is a term that is used in this article to describe the amount of light that a
30 luminaire produces, measured at the light source.

31 *Outdoor lighting* means lighting located outside of an enclosed building, or
32 otherwise installed in a manner that lights any area other than the inside of an enclosed
33 building.

34 *Residential and agricultural recreational lighting* mean ~~fixtures-luminaires~~ of a type
35 or intensity designed or used to light sports courts or equestrian riding areas within a
36 residential zoning district.

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1 *Spotlight* means any ~~lighting assembly~~ luminaire designed to direct the output of a
2 contained ~~lamp bulb~~ in a specific, narrow and focused beam, with a reflector located
3 external to the ~~lamp bulb~~, or any floodlight in excess of eighteen hundred (1800)
4 lumens. Spotlights are directional ~~fixtures~~ luminaires.

5 *Shielded luminaire, fully* means a luminaire within which all bulbs are fully shielded
6 from view.

7 *Stadium lighting.* See "Athletic field lighting."

8 *Strip light* means a linear, tube-like or ribbon-like luminaire that produces a linear
9 lighting effect, typically used in exterior applications as accent or decorative lighting.

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10 *Temporary lighting* means portable lights used for a special purpose, on a
11 temporary and rare or infrequent basis, limited to motor vehicle lights during the
12 normal operation of the vehicles, emergency services lights and handheld flashlights
13 and spotlights.

14 *Uplighting* means light projected above the horizontal plane formed by the top of a
15 ~~fixture~~ luminaire.

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17 **Sec. 095-030. ~~Prohibited outdoor lighting.~~ Regulations.**

18 The following types of lighting are prohibited:

- 19 (A) Uplighting ~~and downlightings~~, ~~unless is~~ limited to eighteen hundred lumens
20 as follows:

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21 (1) Only directional luminaires may be used.

22 (2) Uplights ~~and either shall be~~ shielded by an architectural overhang or
23 landscape element ~~unless, or~~ used to illuminate the flag of the United
24 States of America, ~~or a freestanding sign when authorized in Article~~.

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- 25 (B) Area lights ~~other must be than those with~~ full cutoff ~~fixtures~~ luminaires.

- 26 (C) Any directional light with a bulb visible from ~~lighting that results in glare onto~~
27 an adjacent property ~~ies~~ or streets ~~is prohibited~~; provided that ~~fixtures~~
28 luminaires activated only when motion is detected within the property upon
29 which they are located may cause glare if the ~~fixture luminaire~~ shuts off
30 within ~~one five~~ (15) minutes of being activated, is not aimed at any residential
31 window ~~or other translucent surface on an adjacent property~~, and is not
32 consistently activated ~~by human activity or animal activity for more than~~
33 fifteen (15) minutes in any sixty (90) minute period after 11:00 p.m. ~~Motion-~~
34 activated directional luminaires that are not shielded shall be programmed

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for a sensitivity level that avoids unnecessary activation when not needed, and shall be maintained to ensure there is no malfunction.

(D) ~~Athletic field lighting~~ Luminaires shall not be mounted at a height greater than thirty-five (35) feet in all other districts.

(E) Area lights shall be full cutoff.

(F) The following regulations apply to all luminaires within forty-five (45) feet of a street line:

a. Area lights shall be fully shielded.

b. Any visible bulb that shall have a CCT of 3,000K or less, except as provided in Sec. 095-030.(C), above.

c. Luminaires on fences or walls that are not strip lights may only be affixed to structural columns or posts, and are limited to one (1) luminaire per column or post. In absence of structural posts or columns, luminaires shall be spaced at least twenty (20) feet apart.

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d. Strip lights may be affixed to a fence or wall if concealed. Exposed strip lights are prohibited.

(G) The following luminaires are prohibited:

(1) Spotlights

(2)(E) Street lights within residential zoning districts, except as determined necessary by the town council to protect the public health, safety and welfare based upon consideration of traffic volumes and roadway conditions.

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(3) ~~Blinking, flashing, moving, revolving, flickering, changing intensity or color, and chase lighting, except lighting for temporary seasonal displays, lighting for public safety, or, required for air traffic safety.~~

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(4) Any luminaire that may be confused with or construed as a traffic control device.

(5) Laser source lights, strobe lights, or lights that flash or intermittently change intensity. Changes in color are allowed.

(6) Exposed strip luminaires affixed to the surface of a wall or fence located within any required streetside yard and visible from the street.

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~~Sec. 095-040. Compliance with standards required.~~

All applications for a development permit, submitted after the effective date of the ordinance from which this ULDC is derived, shall comply with the following standards:

1 (H) The overspill of light originating from any plot, regardless of zoning, ~~onto any~~
2 ~~other plot or street located within a residential zoning district in the town~~ shall
3 not exceed one-tenth (0.1) horizontal or vertical footcandle onto any other plot
4 located within a residential or open space zoning district, measured at grade
5 level at the property line any location on the adjacent plot.

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6 (I) The overspill of light originating from any plot onto a portion of any street that
7 traverses a residential or open space zoning district, shall not exceed any of
8 the following values, measured from within the public or private street right-of-
9 way:

10 a. One (1) vertical footcandle measured five (5) feet from the street line
11 closest to the plot.

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12 b. Thirty hundredths (0.30) vertical footcandle, measured ten (10) feet from
13 the closest street line.

14 c. The values in a. and b. above may be increased by up to fifty percent
15 (50%) for one vehicular driveway per street frontage of a plot. Overspill
16 shall return to the maximum levels in a. and b. within fifteen (15) feet of
17 the driveway centerline, measured perpendicular to the centerline and
18 parallel to the street line.

19 (J)(B) All vehicular use areas, other than those that are accessory to a
20 single-family residence, shall be lighted in compliance with the minimum
21 standards established by the Illuminating Engineering Society of North
22 America. For purposes of this provision, "vehicular use area" does not include
23 streets.

24 (K)(C) Vegetation screens shall not be employed as the primary means for
25 controlling glare. Glare control shall be achieved primarily through the use of
26 cutoff ~~fixtures~~ luminaires, shields and baffles, and the appropriate application
27 of ~~fixture~~ luminaire mounting height, lighting intensity, placement and angle.

28 (L)(D) Electrical feeds for all pole mounted ~~fixtures~~ luminaires installed after
29 the effective date of ~~the~~ Ordinance 2005-005 ~~from which this ULDC is~~
30 ~~derived~~, shall run underground, not overhead.

31 (M)(E) Open air parking lighting shall be controlled by automatic devices that
32 extinguish the lighting between 11:00 p.m. and dawn unless otherwise provided
33 by law.

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34 (N) Recreational lights, such as those for tennis courts and equestrian arenas
35 shall be turned off when the facilities are not in active use.

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1 **Sec. 095-0450. Nonconforming outdoor lighting.**

2 (A) Any legally installed outdoor lighting that ~~does did~~ not conform to all of the
3 provisions of this article as enacted by Ordinance No. 2005-005 was required to
4 comply no later than April, 2010.

5 (B) Any legally installed outdoor lighting that does not conform to the amendments
6 to this article adopted on [day, month, 2025] shall come into compliance within
7 (5) years no later than the following dates: of the effective date of the ordinance
8 from which this ULDC is derived, except that approval of any application for a
9 development permit that seeks to increase the existing total square footage of
10 structures on a ~~residential~~ plot by ~~fifty twenty~~ (5020) percent or more shall require
11 that all lighting on site be brought into compliance with these regulations:-

12 (1) Nonconformities that can be made compliant, or more compliant, by reducing
13 the intensity setting of dimmable lamps or decreasing the sensitivity of motion
14 sensors are required to comply or achieve greatest possible compliance
15 immediately.

16 (2) Nonconformities that can be made compliant by replacing bulbs shall comply
17 no later than [one year from date of adoption].

18 (3) Nonconformities that can be made compliant by installing shielding shall
19 comply no later than [two years from date of adoption].

20 (4) Nonconformities that require replacing or lowering the height of luminaires to
21 achieve compliance shall comply no later than [five years from date of
22 adoption].

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24 **Sec. 095-060. Outdoor lighting permits.**

25 (A) The erection or placement of any luminaire with output of six hundred (600)
26 lumens or more within any required yard, and all area lights All outdoor lighting on
27 nonresidential plots and all applications for residential recreational lighting on
28 residential plots shall require approval of a town development order prior to
29 installation. The application for a development order shall be accompanied by a
30 plans and specifications photometric plan, prepared by a licensed engineer, in of
31 sufficient detail to demonstrate compliance with these regulations, including
32 mounting heights, and fixture luminaire specifications. The Town may require a
33 photometric plan, prepared by a licensed engineer, andwith isofootcandle plots
34 for individual ~~fixture luminaire~~ installations or a ~~ten-foot~~ by ~~ten-foot~~ (10'x10') foot
35 luminance grid for multiple fixture installations. All photometric plans shall overlay a
36 site plan showing all structures, vehicular use areas and walkways. ~~The~~
37 Photometric plans for vehicular use area lighting shall also show all existing and

1 proposed trees within twenty-five (25) feet of any existing or proposed [luminaire](#)
2 ~~light fixture~~ within the area that is the subject of the photometric plan.

3 (B) Prior to final inspection and the subsequent issuance of a final approval of any
4 development permit for the construction of outdoor lighting, a letter of compliance
5 from a registered professional engineer shall be provided to the town stating that
6 the installation has been field checked and meets the requirements of these
7 regulations.

8 (C) The town reserves the right to conduct a post-installation nighttime inspection to
9 verify compliance with the requirements of this article, and if appropriate, to
10 require remedial action at no expense to the town.

11 **Sec. 095-070. Maintenance.**

12 ~~Lighting fixtures~~ [Luminaires](#) and ancillary equipment shall be maintained so as to
13 always meet the requirements of this article.

EXHIBIT "B"

Sec. 070-070. - General sign requirements for permanent signs.

(A) For any multi-tenant commercial development in the town, a uniform sign program shall be established and approved by the town council as required under section 120-020 of the Town Code of Ordinances. Existing multi-tenant commercial development shall have one (1) year from the effect date of this article, November 3, 2010, to provide a uniform sign program indicting all existing signs upon the property.

(B) *Illumination of signs.* Where permitted, sign illumination shall be limited to one (1) of the following methods.

- (1) *Internally illuminated message.* The sign face is made of an opaque material and the copy is cut out of the material and replaced with translucent material. The sign's light source is inside the sign.
- (2) *Internally illuminated sign.* The sign face is made of translucent material with an internal light source.
- (3) *Back lighting.* The copy is raised beyond the sign face and the lighting illuminates the copy from behind in the form of back lighting or reversed channel lighting.
- (4) *Shielded ~~spotlight~~ directional luminaire.* The sign face and copy are lighted by spotlights directional luminaires specifically directed at it. Such spotlights luminaires shall be fully shielded so that they are not visible from streets or adjoining property, and so that there is no light glare, including reflected glare, and no spillage beyond the sign face.

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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 Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Russell Muñiz, Town Administrator, ICMA-CM
FROM: Russell Muñiz, Town Administrator, ICMA-CM
DATE: 5/8/2025
SUBJECT: Resolution - Supporting Platinum Permitting Services

Recommendation

Town Council consideration to approve the approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Greater Fort Lauderdale Alliance has created a Platinum Permitting City designation to identify those municipalities that have taken the extraordinary steps to ensure that businesses have a first-rate experience when requiring development review/permitting. The criteria they established to designate a municipality as a Platinum Permitting City requires a transparent permitting ordinance or resolution be adopted (this item), an online permit tracking system (already in place), and a designated staff representative as a single point of contact (currently Town Administrator).

As we have all of the required elements to be designated as a Platinum Permitting City it is my recommendation that the Town join the other 25 municipalities in Broward County to receive this designation.

Fiscal Impact/Analysis

None. There is no cost for the Town to be designated as Platinum Permitting City.

Staff Contact:

Russell Muñoz, Town Administrator, ICMA-CM

ATTACHMENTS:

Description	Upload Date	Type
Resolution - Platinum Permitting - TA Approved	5/1/2025	Resolution
Platinum Permitting City Program Description	5/2/2025	Backup Material

RESOLUTION NO. 2025-XXX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE PLATINUM
PERMITTING PROGRAM OF THE GREATER FORT LAUDERDALE
ALLIANCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Greater Fort Lauderdale Alliance ("Alliance") strives to promote economic growth and opportunity and seeks to improve relationships between businesses and local government; and

WHEREAS, the Town of Southwest Ranches ("Town") has previously implemented a business and resident friendly on-line permit system which provides highly efficient and effective permit and inspection services; and

WHEREAS, the Town Council of the Town of Southwest Ranches desires to support the business-friendly permitting program ("Program") advocated by the Alliance; and

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

SECTION 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporate herein. All exhibits attached hereto are hereby incorporate herein.

SECTION 2. The Town Council of the Town of Southwest Ranches, Florida hereby supports the Platinum Permitting program of the Greater Fort Lauderdale Alliance and authorizes the Town Administrator to designate a permitting related staff liaison as the "concierge" to businesses and homeowners and to arrange for the Town to participate and be recognized for such participation, at no cost or expense to our Municipality.

SECTION 3. If any clause, section, other part or application of this Resolutions is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, is shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 8th day of May, 2025, on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.033.2025

Platinum Permitting Cities



Broward County and its communities are committed to helping business succeed and grow

One of the ways in which communities do this is through a transparent development review process for high-impact, targeted industry businesses that are relocating or expanding to Broward County.

A number of cities in Broward County have been ranked as Platinum Cities by the Greater Fort Lauderdale Alliance because they have taken extra step to help ensure businesses have a first-rate experience when going through the development review/permitting.



Those Cities have:

- Adopted a transparent permitting ordinance or resolution focused on permitting excellence.
- Online permit tracking system.
- Designated staff representative as a single point of contact to businesses going through the permitting process.

Congratulations to the following Platinum Cities:

Coconut Creek

Cooper City

Coral Springs

Dania Beach

Davie

Deerfield Beach

Unincorporated Broward

Fort Lauderdale

Hallandale Beach

Hillsboro Beach

Hollywood

Lauderhill

Margate

Miramar

Oakland Park

Parkland

Pembroke Park

Pembroke Pines

Plantation

Pompano Beach

Sunrise

Tamarac

West Park

Weston

Wilton Manors

The Greater Fort Lauderdale Alliance is Broward County's official public/private partnership for economic development.

www.gflalliance.org | www.LessTaxing.com | 954-524-3113

May 8, 2025 Regular Meeting

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Town of Southwest Ranches
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2628

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 5/8/2025
SUBJECT: Resolution approving a bid for Filthy Organics, LLC

Recommendation

Council approval of the award of bid to Filthy Organics, LLC for the Town's Residential Compost Pilot Program is requested.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

E. Cultivate a Vibrant Community

Background

The adopted budget for Fiscal Year 26 includes a residential compost pilot program, in an effort to advance the Town's Zero Waste initiative.

On April 9, 2025, an Invitation to Bid (IFB 25-11) was published. On April 30, 2025, two bids were received from Compost For Life and Filthy Organics. While comparable in bi-weekly pick-up per resident price (\$11 per pickup), Filthy Organics provided for a lower start-up cost per resident (\$10 per resident with Compost for Life's bid was \$20 per person).

Town staff presents Filthy Organics as the lowest and most responsive bidder for the Town's Residential Compost Pilot Program.

Fiscal Impact/Analysis

Should 100 residents participate in the program, the cost for one-time start up costs plus bi-weekly pick-up service per resident would be \$29,600 which requires Council approval.

Staff Contact:

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Bid Tabulation	5/2/2025	Backup Material
Filthy Organics response to IFB 25-11	5/1/2025	Backup Material

Invitation for Bids

4/30/2025

IFB 25-11 Residential Compost Program

The Town will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program. The Town's Residential Compost Pilot Program is Town-funded for FY25 for a maximum of 100 Town residents. All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

Prices

Company Name	Start up Cost - Unit Price per Resident	Extended Amount (Est. 100 residents)	Pick up Cost - Unit Price per Resident Bi Weekly	Extended Amount (Est. 100 residents)	Total Base Bid Amount
Compost for Life	\$ 20.00	\$ 2,000.00	\$ 11.00	\$ 1,100.00	\$ 3,100.00
Filthy Organics	\$ 10.00	\$ 1,000.00	\$ 11.00	\$ 1,100.00	\$ 2,100.00

Option/Alternate: Pick up cost per resident Weekly	Extended Amount (Est. 100 residents)
\$ 7.25	\$ 725.00
\$ 7.50	\$ 750.00

*Highlighted extension prices corrected from Bid Form. In the event of extension error, unit prices govern.

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Southwest Ranches Town Council

Mayor Steve Breitkreuz

Vice Mayor Bob Hartmann

Jim Allbritton

Gary Jablonski

David S. Kuczenski



Town Administrator

Russell Muñiz

INVITATION FOR BIDS

IFB No. 25-11

Town of Southwest Ranches
is seeking bids for:

RESIDENTIAL COMPOST PROGRAM

Bidder shall submit **ONLINE** using the <http://www.demandstar.com> E-bidding platform at <http://www.demandstar.com>.

The complete submittal must be received by the Procurement Officer no later than **Wednesday, April 30th at 11:00 a.m. EST**. See Page 1 for Submittal instructions.

Non-Mandatory Pre-Bid Conference: N/A

CAUTION

Amendments to this Invitation for Bids will be posted on the Southwest Ranches website Procurement page which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on the system. It is the bidder's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids. Vendors are advised to complete the online Vendor Application.

Southwest Ranches shall not be responsible for the completeness of any IFB document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Division.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN
ALTERNATIVE FORMAT.

Date issued/available for distribution: Wednesday, April 9, 2025

ADVERTISEMENT FOR BIDS

IFB 25-11

The Town of Southwest Ranches, Florida, will receive sealed bids online via the Demandstar.com E-bidding platform until **11:00 AM, Wednesday, April 30, 2025**, at which time the system will publicly open and the Procurement Officer Christina Semeraro will read the Bidder Name and bid amount submitted:

"IFB No: 25-11 – RESIDENTIAL COMPOST PROGRAM"

The Town will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program. The Town's Residential Compost Pilot Program is Town-funded for FY25 for a maximum of 100 Town residents.

All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

Vendor registration and Bid specifications can be obtained free of charge from <https://www.southwestranches.org/procurement/2025-2/>

We've Gone Paperless!

SUBMITTAL INSTRUCTIONS: Submitting a Bid via DemandStar – For Non-Registered Vendors

Vendors who are **not currently registered** with DemandStar may still participate in this solicitation. DemandStar allows non-registered vendors to **upload their bid responses electronically** at no cost by following the steps below:

1. Visit: <https://www.demandstar.com>
2. Click on the **"Bid Opportunities"** link at the top of the homepage.
3. In the search bar, enter **"Town of Southwest Ranches"** and locate the appropriate event number (e.g., **IFB 25-01**).
4. Click the bid title and then select **"Submit Electronic Response"**.
5. You will be prompted to either log in or create a **free DemandStar account** for bid submission only.
6. Follow the system instructions to upload your response documents and confirm your submission.

Important:

- Submissions must be completed and received by the deadline specified in the solicitation.
- Late submissions will not be considered.

If you encounter any technical issues during the upload process, please contact **DemandStar Vendor Support** at support@demandstar.com or call (866) 273-1863.

Bidder Checklist

This list is provided as a courtesy only. Bidder is solely responsible for verifying submission of all forms and required documentation.

Submitted	Descriptio
<input checked="" type="checkbox"/>	Bid Form signed + Acknowledgement of Addenda
<input checked="" type="checkbox"/>	Bidder Information
<input checked="" type="checkbox"/>	Disclosure of Ownership Interests
<input checked="" type="checkbox"/>	Drug Free Workplace
<input checked="" type="checkbox"/>	Florida Statutes on Public Entity Crimes Sworn Statement
<input checked="" type="checkbox"/>	Non-Collusion Affidavit
★ <input type="checkbox"/>	Anti-Lobbying Certification THIS DOCUMENT IS NOT INCLUDED IN THE BID PACKAGE. WE ARE HAPPY TO SIGN ONE IF PROVIDED.
<input checked="" type="checkbox"/>	Bidder Confirmation of Qualifications
<input checked="" type="checkbox"/>	Certificate of Authority (as applicable - Individual / Partnership / Corp-LLC)
<input checked="" type="checkbox"/>	Governmental Contact Information
<input checked="" type="checkbox"/>	Acknowledgement of Conformance with OSHA Standards
<input checked="" type="checkbox"/>	Subcontractor List
<input checked="" type="checkbox"/>	Liability Claims
<input checked="" type="checkbox"/>	Certification Pursuant to FL § 287.135
<input checked="" type="checkbox"/>	Affidavit of Compliance with Foreign Entity Laws
<input checked="" type="checkbox"/>	Certification Pursuant to FL § 787.06
<input checked="" type="checkbox"/>	Insert Bidder's E-Verify MOU or Proof of E-Verify Registration
<input checked="" type="checkbox"/>	Insert Bidder's W-9
<input checked="" type="checkbox"/>	Insert Bidder's Proof of Liability Insurance "COI"
<input checked="" type="checkbox"/>	Above items combined into one (1) PDF document and uploaded to Demandstar.com (reference page 1 of this ITB for instructions)

Reviewed by Bidder representative: 

Section 3 – Specifications

3.1 SCOPE OF WORK

The Town of Southwest Ranches will accept sealed bids from qualified firms to provide all materials, labor, equipment, tools, transportation, and permits for a Residential Compost Program.

The Residential Compost Pilot Program for the Town of Southwest Ranches is Town-funded for FY25 for a maximum of 100 Town residents.

All bid prices shall include all necessary costs for fuel, mobilization/demobilization, labor (including supervision and any sub-vendors), vendor/sub-vendor time, required insurance, equipment and materials for a 100% turn-key program.

3.2 LOCATION

Town of Southwest Ranches residents only – Specific addresses to be determined and provided by the Town’s Contract Administrator or designee.

3.3 TECHNICAL SPECIFICATIONS

The Residential Compost Pilot Program for the Town of Southwest Ranches is Town-funded for FY25 for a maximum of 100 Town residents. The program will consist of the following expectations:

- Collect and ensure proper processing of compostable materials from one 5-gallon container to be picked up weekly or bi-weekly (dependent on Town’s budget and completely at the Town’s discretion). Container may be exchanged with a clean replacement, or a liner may be replaced in existing container (dependent on the established Modus Operandi of the Contractor).
- “Start up cost” bid price shall include Contractor-provided Collection container and any other required materials necessary for entry into the program.
- Collect and record the weight of collected material for data usage by the Town.
- Obviously contaminated containers are not required to be collected. Contractor shall indicate to resident with a sticker or tag that the container is not suitable for collection due to contamination. A clear contamination policy shall be relayed to residents prior to start of program.
- Conduct a training session for the program residents as well as training for Town staff at no additional cost.
- Provide promotional and educational materials to be used by the Town during the sign-up process. Allow use of logo for partnership promotional efforts.
- An incentive for participating residents in the form of a give-back of finished compost material on a bi-annual basis at no additional cost.
- Replacement of damaged or lost containers shall be paid for by the resident and supplied by the Contractor.
- The Town will relay all interested residents’ contact information to the Contractor. After the initial program implementation, the Contractor will assume all resident contact responsibilities while

retaining constant and open communication with the Town's designated Contract Administrator and providing periodic reports to the Town.

- All personnel shall be properly identified with company-issued uniforms displaying the company logo, and all vehicles shall have a clearly visible magnet or decal indicating the company name. Personnel interacting with the public must be able to communicate effectively in English.

3.4 WORK HOURS

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

END OF SECTION

Section 4 – Bid Form

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

THIS IS NOT AN ORDER. TOWN RESERVES THE RIGHT TO REDUCE AND/OR INCREASE ESTIMATED QUANTITIES.

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			
WEEKDAY PICK-UPS ONLY ANTICIPATED CONTRACT START DATE: June 1, 2025* <i>*This date is provisional and may change.</i>			
Description	Unit Price	Estimated Quantity	Extended Amount
Start-up cost PER RESIDENT	\$ <u>10.00</u> PER RESIDENT	100	\$ <u>1,000.00</u>
Pick-up cost PER RESIDENT BI-WEEKLY (every other week)	\$ <u>11.00</u> PER RESIDENT BI-WEEKLY (every other week)	100	\$ <u>1,100.00</u>
TOTAL BASE BID AMOUNT			\$ <u>2,200.00</u>
OPTION/ALTERNATE: Pick-up cost PER RESIDENT WEEKLY	\$ <u>7.50</u> PER RESIDENT WEEKLY	100	\$ <u>750.0</u>
Minimum food waste to be accepted: <ul style="list-style-type: none"> Non meat food waste including dairy products Soiled food related papers including coffee filters and napkins 			
Other materials accepted by your organization: <u>All Meat (Cooked or Raw),Bones</u> _____ _____			

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 Amount(s) stated above.

COMPANY NAME: Filthy Organics, LLC

AUTHORIZED SIGNATURE: 

DATE: 4/25/25

ADDITIONAL SUPPLIES PRICING MENU ATTACHED? CIRCLE ONE: YES NO, NOT APPLICABLE

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 DD (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]

COMPANY NAME: Filthy Organics, LLC YEAR INCORPORATED: 2020

ADDRESS: 4920 NW 74th Place, Pompano Beach, FL 33073

FEIN: 85-3122632 CAGE: _____

LICENSE NUMBER: N/A STATE OR COUNTY: _____

LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: Dustin DuBois

BIDDER'S ADDRESS: 4920 NW 74th Place, Pompano Beach, FL 33073

BIDDER'S PHONE NUMBER: Office: 954-501-1159 Cell: 954-501-1159

BIDDER'S EMAIL ADDRESS: Info@filthyorganics.com

By: Dustin DuBois

Filthy Organics, LLC

Name of Corporation/Entity

4920 NW 74th Place, Pompano Beach, FL 33073

Address of Corporation/Entity

Signature of President or Authorized Principal

By: Dustin DuBois

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 Broward

BEFORE ME, the undersigned authority, this day personally appeared
Dustin DuBois, 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 Filthy Organics, LLC.

[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:

4920 NW 74th Place, Pompano Beach, FL 33073

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.


Dustin DuBois, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025,

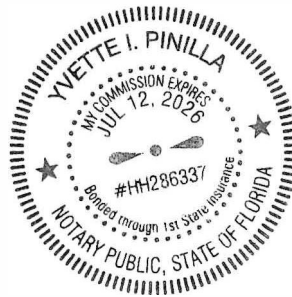
by Dustin DuBois (name of person acknowledging).



Notary Public

Yvette I. Pinilla

(Print Notary Name)



State of FL at Large

My Commission Expires: July 12 2026

(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.

Name	Address
------	---------

Dustin DuBois - 100%: 4920 NW 74th Place, Pompano Beach, FL 33073

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.

AUTHORIZED SIGNATURE:  _____

COMPANY NAME: Filthy Organics, LLC

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 Town of Southwest Ranches

by Dustin DuBois

for Filthy Organics, LLC

whose business address is 4920 NW 74th Place, Pompano Beach, FL 33073

and (if applicable) its Federal Employer Identification Number (FEIN) is 85-3122632

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.)

 X 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]

COMPANY NAME: Filthy Organics, LLC

By: _____

Dustin DuBois

(Printed Name)

President

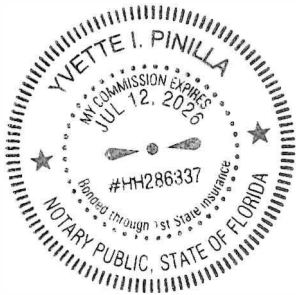
(Title)

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025,

by DUSTIN DUBOIS (name of person acknowledging).



Notary Public

Yvette I. Pinilla
(Print Notary Name)

State of FL at Large

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

NON-COLLUSION AFFIDAVIT

State of Florida)

) ss:

County of Broward)

Dustin DuBois being first duly sworn deposes and says that:

He/She is the Owner (Owner, Partner, Officer, Representative or Agent) of Filthy Organics, LLC 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;

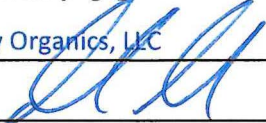
Such Bid is genuine and is not a collusive or sham Bid;

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: Filthy Organics, LLC

By: 

Dustin DuBois

(Printed Name)

President

(Title)

The foregoing instrument was acknowledged before me by means of

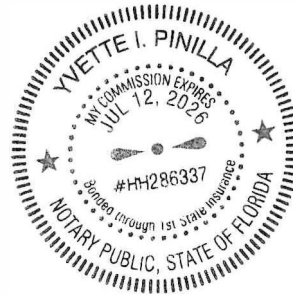
☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025,

by DUSTIN DuBOIS (name of person acknowledging).

[Signature]
Notary Public

Yvette I. Pinilla
(Print Notary Name)



State of FL at Large

My Commission Expires: JULY 12 2026

(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.

COMPANY NAME: Filthy Organics, LLC

COMPANY's Address: 4920 NW 74th Place, Pompano Beach, FL 33073


COMPANY's Phone Number: 954-501-1159

COMPANY's Email: info@filthyorganics.com

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

N/A

[Signatures on next page]


DUSTIN DUBOIS, PRESIDENT
FILTHY ORGANICS, LLC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of April, 2025,

by Dustin DuBois (name of person acknowledging).

[Signature]
Notary Public

Yvette I. Pinilla
(Print Notary Name)



State of Florida at Large

My Commission Expires: July 12 2026

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

COMPANY NAME: Filthy Organics, LLC

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Florida)
) ss:
County of Broward)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on April, 25, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Dustin DuBois, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, April 25, 2025, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 25th day of April, 2025.



Secretary: Dustin DuBois

(SEAL)

COMPANY NAME: Filthy Organics, LLC

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
Town of Southwest Ranches	13400 Griffin Road Southwest Ranches, FL 33330	954-343-7452	December Lauretano-Haines Dlauretano@southwestranches.org
City of Deerfield Beach	401 SW 4th St Deerfield Beach, FL 33441	954-250-4344	Hillary Silverstone hsilverstone@deerfieldbeachfl.gov
City of Coconut Creek	4900 West Copans Raod Coconut Creek, FL 33063	954-956-1453	Michael Heimbach mheimbach@coconutcreek.net
City of Coral Springs	9500 West Sample Road Coral Springs, FL 33065	954-344-1137	Claudia Alzate calzate@coralsprings.gov
City of Ft. Lauderdale	101 NE 3rd Ave Ft. Lauderdale, FL 33301	954-828-6111	Melissa Doyle mdoyle@fortlauderdale.gov
City of Oakland Park	5100 NE 12 Terrace Oakland Park, FL 33334	954-630 4521	Molly Ferch molly.ferch@oaklandparkfl.gov

COMPANY NAME: Filthy Organics, LLC

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

TO THE TOWN OF SOUTHWEST RANCHES:

I, Dustin DuBois, 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 Filthy Organics, LLC's failure to comply with such regulations.

Dustin DuBois

Filthy Organics, LLC

ATTEST

CONTRACTOR

BY: 

Dustin DuBois

Print Name

Date: 4/25/25

COMPANY NAME: Filthy Organics, LLC

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

COMPANY NAME: Filthy Organics, LLC

LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past five (5) years:

Name and Location of project: N/A - There has been no Liability Claims int he past 5 years

Contact information for Project Owner:

Name: _____

Address: _____

Phone: _____

Email: _____

Nature of Claim: _____

Date of Claim: _____

Resolution Date of Claim and how resolved: _____

If applicable:

Court Case Number: _____

County: _____

State: _____

COMPANY NAME: Filthy Organics, LLC

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Filthy Organics, LLC 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: Filthy Organics, LLC

Street address: 4920 NW 74th Place

City, State, Zip: Pompano Beach, FL 33073

Certified By: Dustin DuBois

(type or print)

Title: President

Signature:  Date: 4/25/25

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)

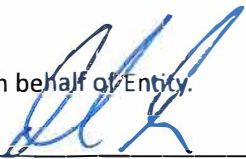
Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), 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: April 25, 2025 Signed: 

Entity: Filthy Organics, LLC Name: Dustin DuBois

Title: President

[Signatures on next page]

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 25 day of APRIL, 2025

by Dustin DuBois (name of person acknowledging).

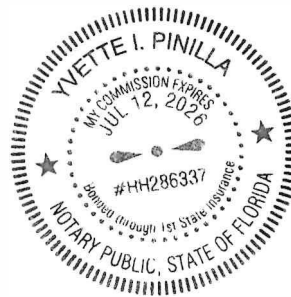
[Signature]
Notary Public

Yvette I. Pinilla
(Print Notary Name)

State of FL at Large

My Commission Expires: July 12 2026

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



COMPANY NAME: Dustin DuBois Filthy Organics LLC

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).

Filthy Organics, LLC does not use coercion for labor or services as defined in FL § 787.06.

(Company Name)

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

Date: April 25, 2025

Signed: 

Entity: Filthy Organics, LLC

Name: Dustin DuBois

Title: President

[Signatures on next page]

State of Florida

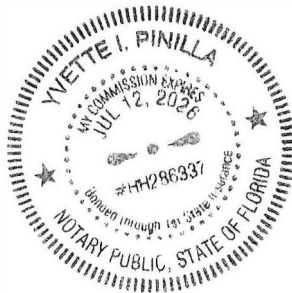
County of Broward

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 15 day of April, 2025,

by Dustin DUBOIS (name of person acknowledging).



[Signature]
Notary Public

Yvette I. Pinilla
(Print Notary Name)

State of FL at Large

My Commission Expires: July 12, 2026

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

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING /

PROVIDE PROOF OF E-VERIFY REGISTRATION

Page showing USCIS verified electronic approval.

Page listing Company name & EIN number, matching W9 submitted.

Visit www.E-Verify.gov/Employer to register, save registration as a PDF document and include memorandum of Understanding document in this proposal.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.



Company ID Number: 2674052



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Filthy Organics, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801).

Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Filthy Organics, LLC	
Name (Please Type or Print) Dustin DuBois	Title
Signature Electronically Signed	Date 04/22/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/22/2025



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Filthy Organics, LLC
Company Facility Address	4920 NW 74th PLace Pompano Beach, FL 33073
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	853122632
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Dustin DuBois
Phone Number	9545011159
Fax	
Email	info@filthvorqanics.com



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This list represents the first 20 Program Administrators listed for this company.

INSERT W-9

Must be current, signed, dated and legible W-9

Linked: [Form W-9 \(Rev. March 2025\) \(irs.gov\)](#)

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

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.) Filthy Organics, LLC	
	2 Business name/disregarded entity name, if different from above.	
	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 type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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. 4920 NW 74th Place	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL, 33073		
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									
8	5	-	3	1	2	2	6	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 	Date 4/25/25
------------------	--	---------------------

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

Insurance Requirements - INSERT PROOF OF INSURANCE HERE

- 1) Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 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.
- 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
- 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.
- 5) 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) 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.
- 7) 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.
- 8) 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

- 9) Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) **UPON NOTICE OF AWARD RECOMMENDATION, 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.**
- 14) The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 15) 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.
- 16) 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.
- 17) The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 18) 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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. If **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 Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 E-MAIL ADDRESS: certs@bgsagency.com	FAX (A/C, No): 954-941-2006
INSURED Filthy Organics, LLC 4920 NW 74 Place Pompano Beach FL 33073	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company INSURER B: National Liability & Fire Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 14167 20052

COVERAGES**CERTIFICATE NUMBER:** 1757602596**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 <input checked="" type="checkbox"/> 2,500 BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ENV56201299602	1/25/2025	1/25/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input type="checkbox"/>	N/A	N9WC539097	11/30/2024	11/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability			ENV56201299602	1/25/2025	1/25/2026	Each Condition Aggregate Deductible: \$2,500 \$1,000,000 \$2,000,000

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

General Liability: Additional Insured, Ongoing Operations, per form CG2010(0704) and Completed Operations, per form CG2037(0704); Waiver of Subrogation, per form GO 0218-4YA (1017); Primary & Non-Contributory, per form GO 0216-4YP (1017), each when required by written contract.
ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2025

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. If 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 Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Progressive Express Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Filthy Organics LLC 4920 NW 74th Pl Pompano Beach, FL 33073	NAIC # 10193

COVERAGES **CERTIFICATE NUMBER:** 346749586828685259D042325T160046 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	974240066	10/13/2024	10/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	974240066	10/13/2024	10/13/2025	\$

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

CERTIFICATE HOLDER Town of Southwest Ranches 13400 Griffin Road Southwest Ranches,, FL 33330	CANCELLATION 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
--	--

May 8, 2025 Regular Meeting

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Filthy Organics LLC 4920 NW 74th Pl Pompano Beach, FL 33073	
POLICY NUMBER 974240066			
CARRIER Progressive Express Insurance Company	NAIC CODE 10193	EFFECTIVE DATE: 10/13/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only
Uninsured Motorist - Nonstacked	\$50,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only	
2017 FORD F250 1FTBF2A67HEE35215	
Comprehensive	\$5,000 Ded
Collision	\$5,000 Ded
Rental Reimbursement	\$50 Per Day (\$1,500 Max)



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax
<https://www.southwestranches.org/procurement/>

April 23, 2025

IFB No. 25-11 Residential Compost Program

Addendum #1 -- UPDATED

Clarification (1 of 1)

Compost Bin Return and Cancellation Policy Requirement

Bidder shall include as part of their submission a written description of their termination and cancellation policy, specifically addressing procedures related to compost containers issued to participating Town residents.

The Town's preferred policy is as follows and should be substantially addressed in the Bidder's response:

"Upon cancellation of service by the resident or at the conclusion of the composting program, all residential compost bins provided by the vendor shall be returned by Resident in good condition, reasonable wear and tear excepted. The vendor shall coordinate bin retrieval with Resident within [10] business days of cancellation or program end, and shall provide the Town with a summary of recovered units on a monthly basis. Residents shall be advised of return procedures and provided clear instructions for placement or drop-off of bins. The vendor shall be responsible for all logistics and scheduling of bin pickups with Residents. Any unreturned or damaged bins may be subject to charges to Resident as outlined in the vendor's agreement."

Provide your firm's corresponding policy below (or attach separate sheet). Or, if the firm has no exceptions to the above policy, please state **"No Exceptions to Above"** on the lines below:

NO EXCEPTIONS TO ABOVE

DUSTIN DUBOIS, PRESIDENT

Added Contract Verbiage:

Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

Reviewed by:

Christina Semeraro

Christina Semeraro, NIGP-CPP, CPPO, CPPB
Procurement Officer



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

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

Town Council
Steve Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 5/8/2025
SUBJECT: Resolution approving a First Amendment to an agreement with Encompass CSI, LLC

Recommendation

The Town entered into an agreement with Encompass CSI, LLC, for Town Hall Janitorial Services, for a three (3) year initial term, which may be renewed for up to three (3), one (1) year periods at the sole option of the Town. The Town desires to renew its agreement with Encompass CSI, LLC, and amend the frequency of janitorial service from two (2) days to four (4) days per week, effective upon commencement of the second annual renewal period.

This resolution authorizes the Town to enter into a First Amendment to an Agreement with Encompass CSI, LLC for Town Hall Janitorial Services and allows for the Town Administrator to enter into an additional one (1) year renewal if deemed appropriate.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town entered into an agreement with Encompass CSI, LLC for a three (3) year initial term, which may be renewed for up to three (3), one (1) year periods at the sole option of the

Town.

Fiscal Impact/Analysis

The cost for two (2) days per week of janitorial services costs the Town \$1,200.00 a month.
The cost for four (4) days per week of janitorial services will cost \$2,084.00 a month.

Staff Contact:

Thomas Holste, General Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	5/1/2025	Resolution
Renewal Document	4/28/2025	Backup Material
Original Resolution and Agreement	4/28/2025	Backup Material

RESOLUTION NO. 2025-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A FIRST AMENDMENT TO THE AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to extend its Town Hall Janitorial Services Agreement (the "Project"); and

WHEREAS, the Town advertised a Request for Quote, RFQ No. 21-104 on May 21, 2021 through the Town's competitive procurement process; and

WHEREAS, Encompass CSI, LLC provided the lowest most responsive and responsible quote as per the Town's procurement process; and

WHEREAS, the Town entered into an agreement with Encompass CSI, LLC for a three (3) year initial term, which may be renewed for up to three (3), one (1) year periods at the sole option of the Town; and

WHEREAS, the Town desires to renew its agreement with Encompass CSI, LLC, and to amend the frequency of janitorial service from two (2) days to four (4) days per week, effective upon commencement of the second annual renewal period; and

WHEREAS, this amendment modifies the original contract price and scope, and in accordance with the contract's requirement that all such changes be executed with the same formality and dignity as the original agreement, Town Council ratification is being sought.

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 authorizes the Mayor, Town Administrator and Town Attorney to enter into a First Amendment to an Agreement with Encompass CSI, LLC for Town Hall Janitorial Services in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications,

additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 3: The Town Council hereby approves a one (1) year renewal of the agreement, amending the janitorial service frequency from two (2) days to four (4) days per week.

Section 4: The Town Council hereby authorizes the Town Administrator to enter into an additional one (1) year renewal upon expiration of this renewal, if deemed appropriate.

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 8th day of May 2025, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.036.2025



CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of May 28, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Encompass CSI, LLC, with its principal office located at 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309 ("Vendor").

WHEREAS, the Town and the Vendor entered into an agreement dated May 28, 2021 (the "Original Agreement") for the provision of janitorial services at Town Hall;

WHEREAS, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2021-060;

WHEREAS, this second renewal period shall be effective from May 28, 2025 through May 27, 2026;

WHEREAS, upon commencement of this second renewal period, the contract amount shall be increased from \$1,200.00 per month to \$2,064.00 per month to reflect expanded service from two (2) cleanings per week to four (4) cleanings per week in full accordance with Exhibit "B" – Locations & Cleaning Schedule of the original agreement;

WHEREAS, a third and final one-year renewal period may be activated at the Town Administrator's discretion, provided that no additional increases to compensation are requested or applied;

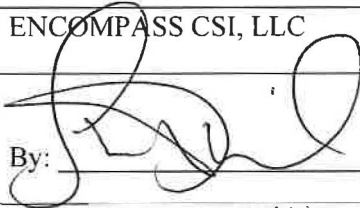
WHEREAS, the Town Administrator reserves the right to reduce the weekly cleaning frequency as needed, upon fourteen (14) days written notice to the vendor;

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 one-year period beginning May 28, 2025 through May 27, 2026. A third and final one-year renewal period may be activated at the sole discretion of the Town Administrator provided there are no additional increases to compensation.
2. **Compensation:** Effective May 28, 2025, the monthly compensation to the Vendor shall be increased to \$2,064.00 to reflect the increased frequency of cleanings in full accordance with Exhibit "B" – Locations & Cleaning Schedule of the original agreement.
3. **Scope of Services/Goods:** The Vendor shall continue to provide janitorial services as outlined in the Original Agreement, with the increased frequency of service as specified herein. Any further 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. Vendor 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	ENCOMPASS CSI, LLC
By: _____	By: 
Name: Russell Muniz Title: Town Administrator Date: _____	Name: <u>TINA DIEHL</u> Title: <u>4/25/25</u> Date: <u>COO</u>

RESOLUTION NO. 2021 – 060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH ENCOMPASS CSI, LLC TO PROVIDE JANITORIAL SERVICES AT TOWN HALL; APPROVING A THREE (3) YEAR SERVICE AGREEMENT WITH THREE (3) – ONE (1) YEAR OPTIONAL RENEWALS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to enter into a Town Hall Janitorial Services Agreement (the "Project"); and

WHEREAS, the Town advertised a Request For Quote, RFQ No. 21-104 on May 21, 2021 through the Town's competitive procurement process; and

WHEREAS, Encompass CSI LLC provided the lowest most responsive and responsible quote as per the Town's procurement process; and

WHEREAS, the Town would like to enter into an agreement with Encompass CSI, LLC for a three (3) year term, which may be renewed for up to three (3), one (1) year terms at the sole option of the Town.

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 authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement with Encompass CSI, LLC for Town Hall Janitorial Services in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 3: The Town Council hereby approves a three (3) year service agreement with three (3) one (1) year optional renewals.

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 8th day of July 2021, on a motion by

C/m Jablonski and seconded by V/m Hartmann.

Breitkreuz	<u>Yes</u>
Hartmann	<u>Yes</u>
Allbritton	<u>Yes</u>
Jablonski	<u>Yes</u>
Kuczenski	<u>Yes</u>

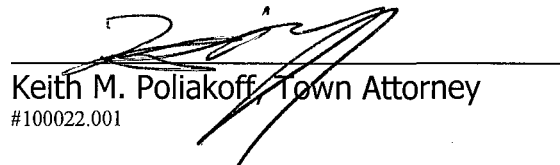
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

ATTEST:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, Town Attorney
#100022.001



Date: March 15, 2021

REQUEST FOR QUOTATIONS

RFQ No.: 21-104

ALL INTERESTED PARTIES:

The Town of Southwest Ranches is interested in obtaining quotes from qualified, licensed, insured, and contractors, to provide Town Hall Janitorial Services as described herein. The services consist of furnishing all labor, machines, equipment, tools, materials, cleaning supplies, including all paper goods, trash receptacle liners and supervision necessary to perform and maintain the facilities in a neat, clean, and orderly condition. All labor and materials must be in compliance with all Local, State, Federal and standards. The vendor must follow all CDC guidelines in regards to Covid-19, it's variants or any other pandemic.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes must be submitted to the General Services Manager by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email sluongo@southwestranches.org until **2:00 P.M. Friday May 28,, 2020, for:**

“TOWNHALL JANITORIAL SERVICES

LOCATED AT 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FL 33330”

RFQ No.: 21 – 104

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Each submittal shall include:

- Copies of all required licenses
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote shall include all exhibits (Pages 2 -51)

The Town will make a final decision deemed to be in the best interests of the Town, and anticipates the use of a purchase order and written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Sandy Luongo, Community Services Manager
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-7467
Fax: 954-434-1490
Email: sluongo@southwestranches.org

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

RESPONSE TO REQUEST FOR QUOTATIONS

RFQ NO.: 21-104

COMPANY NAME: Encompass GSI, LLC

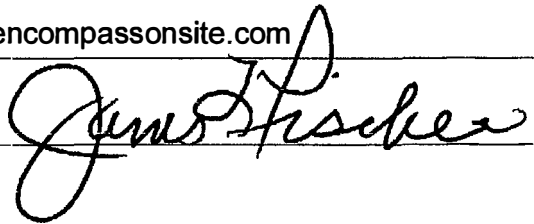
OWNER/CONTACT NAME: James Fischer

ADDRESS: 6555 Powerline Road, Suite 304, Fort Lauderdale, FL 33309

TELEPHONE NUMBER: 877-750-7767 or 954-275-2572

EMAIL ADDRESS: jim.fischer@encompassonsite.com

SIGNATURE: _____



Documents to be Included in Quote:

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TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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Definitions:

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFQ, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Contractor's Quote (including documentation accompanying the Quote), these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFQ, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFQ 21-104

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

PROJECT. The whole or any part of the Work to be provided under this RFQ and the Contract Documents.

TOWN. Town of Southwest Ranches, Florida.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFQ, Contract Documents and addendums.

**TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services**

EXHIBIT A – Agreement



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
Encompass CSI, LLC**

RFQ NO.: 21-104

TOWN HALL JANITORIAL SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

AGREEMENT FOR

"RFQ No.: 21-104 TOWN HALL JANITORIAL SERVICES"

THIS IS AN AGREEMENT (the "Contract") made and entered into on this 8th day of July, 2021, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and Encompass CSI, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town Hall Janitorial Services ("Project"); and

WHEREAS, the Town advertised an Request For Quotes, RFQ No. 21-104 on May 21st, 2021 ("RFQ"); and

WHEREAS, 1 Quotes were received by the Town on May 28th, 2021; and

WHEREAS, the Town has adopted Resolution No. 21-060 at a public meeting of the Town Council approving the recommended award and has selected Encompass CSI, LLC for award of the Project; and

WHEREAS, Contractor's Quote is attached to this Contract as Exhibit "A" and made a part hereof.

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 Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFQ to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Agreement, as well as all Exhibits, the RFQ, Contractor's Quote, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Agreement Documents" and incorporated herein by reference. To the extent of any conflict among the Agreement Documents, the more stringent criteria relative to 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.
- 1.3 By submitting its Quote and entering into this Agreement, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Agreement Price. Furthermore, all costs for the proper disposal of excess material generated

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

onsite in the performance of the Work have likewise been included and accounted for within the Agreement Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

“RFQ 21-104 - Town Hall Janitorial Services”

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 A three (3) year contract term is contemplated, and may be renewed in the sole discretion of the Town for up to three (3), one (1) year renewals. Funding shall be subject to annual appropriation. The receipt, evaluation and award of a contract shall be in accordance with the Invitation for Quote advertisement.
- 2.3 Contractor shall not be entitled to any claim for damages against the 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 the 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 the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed a monthly fee of \$1100.00 Dollars for years one (1) and two (2) and \$1200.00 Dollars for year three (3) with three (3) - one (1) year renewals at \$1,200.00 (“Contract Price”). See Exhibit “C” for additional pricing.
- 3.2 The 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 the 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 the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by 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 pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on 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 Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFQ.
- 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 the 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 whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 6.5 If 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.
- 6.6 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 **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** 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 One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000) 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.
- 6.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by the Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 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.
- 6.11 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.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 6.18 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 the 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 Contractor’s Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, 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 attorneys’ fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by 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, 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
RFQ 21-104 - Town Hall Janitorial Services

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, 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, sexual orientation, 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 Contractor, its successors, transferees, and assigns for the period during 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.

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 the 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 legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor 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 the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that 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 RFQ 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 RFQ 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 Contractor does not transfer the records to the Town.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTOR'S DUTY TO PROVIDE

TOWN OF SOUTHWEST RANCHES, FLORIDA
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PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 18: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the 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 the Town. Upon being notified of the 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 the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, the 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, the Town may terminate this Contract 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 the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the 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 Contract, 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the 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 Contract, 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 the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract 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 Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

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

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 Quote on a contract to provide any goods or services to a public entity, may not submit a Quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit Quotes 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 the Town's immediate termination of this Contract.

Section 20: Use of Awarded Quote by Other Governmental Units

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Contract

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Agreement.

Section 25: 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 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 27: Days

TOWN OF SOUTHWEST RANCHES, FLORIDA
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The terms “days” as referenced in this Contract shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

This Contract 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 Contract prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Contract 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 Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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

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

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by

TOWN OF SOUTHWEST RANCHES, FLORIDA
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the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 32: 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 the 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:

Encompass CSI, LLC
6555 Powerline Road, Suite 304
Fort Lauderdale, FL 33309

Section 33: 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 Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

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- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract 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 Contract, unless Contractor is notified in writing by the 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 the 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 the 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 Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract 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 Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the 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 Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, 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 the 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The 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 Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 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 Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract 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 Contract are accurate, complete, and current at the time of contracting.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Encompass CST, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 8 day of July 2021.

WITNESSES:

G. Fisher
Phil Rich

CONTRACTOR:

By:

Name: James Fischer

Title: Vice President

12th day of July 2021

RECEIVED

JUL 15 2021

Town of Southwest Ranches, FL

TOWN OF SOUTHWEST RANCHES

By:

Steve Breitkreuz, Mayor

8 day of July, 2021

By:

Andrew D. Berns,
Town Administrator

8 day of July, 2021

ATTEST:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA
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EXHIBIT B – Locations & Cleaning Schedule

Location:

Town Hall Administrative Offices, PD Offices, and Town Hall Council Chambers, 13400 Griffin Road (approximately 10000 sq. ft.)

Service Times:

- 6:00 pm – 7:00 am and/or weekends

Supplies and Equipment

- All supplies must be provided by the vendor
 - All hand soaps must be anti-bacterial, and toilet products Cottonelle grade or equal.
- Vendor will provide all necessary cleaning equipment and follow all CDC guidelines.

Twice Weekly (each servicing day, Wednesday between the hours of 6:00 PM to 7:00am Thursday and Friday beginning at 6:00pm – through Sunday 12:00am)

- Clean and disinfect fixtures and surfaces
- Empty all trash and recyclable containers (and wash trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of building. Contractor shall transport waste to location in the manner designated by the Town.
- Replace plastic liners of appropriate size in waste receptacles as necessary.
- Replace paper liner of sanitary items disposal containers in ladies restroom. Clean and restock restrooms.
- Sweep and mop all hard floors (I.E. non-carpet floors) (Wet mop and disinfect all non-carpeted floor areas. Wash and mop procedures should leave a clean appearance, without streaks or spouts, and should not splatter on walls or baseboard. Vinyl and tile floors shall appear shiny and buffed at all times. Floor tiles and grout should be maintained in a clean and stain free condition.
- Clean and disinfect all restrooms, including toilets, urinals, sinks, mirrors, floors, walls, doors partitions and fixtures. Toilet and washrooms must be maintained in a clean and sanitary condition. Tile surfaces shall be maintained in a clean unstained condition. The mirrors shall be streak and spot free.
- Wipe down, clean and disinfect the outside of all appliances with suitable cleaners. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures in staff break room area.
- Clean all surfaces in kitchen/break room including microwave.

Weekly

- Spray buff hard floors
- Clean and polish wood surfaces (conference tables and cabinetry)
- Remove bagged shredded paper
- Dust all horizontal surfaces including window sills, shelves, and open or clear desktops (Maintain all desks, file cabinets, countertops, ledges sills, communication consoles and all furniture in a dust free condition. Clean all Formica or wood dais, podiums and other surfaces as necessary to maintain a clean well-polished appearance.
- Clean water cooler dispenser trays

**TOWN OF SOUTHWEST RANCHES, FLORIDA
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- Spot clean walls in hallways
- Remove all cobwebs from windows and patio areas
- Clean all metal doors
- Vacuum all carpeted areas

Monthly

- Clean all interior and exterior glass
- Clean all ceiling registers including air conditioning vents
- Wipe out refrigerator and microwave in kitchen

Quarterly

- First week of July, October, January and April, remove 3 entranceway carpets (1) 46x33; (2) 67X43) for cleaning and replace with auxiliary clean carpets.

Semi-Annually

- Recondition hard/tile floors
- Strip and wax non-carpeted area in general area excluding Chambers
- Pressure clean all concrete areas surrounding the building including sidewalks, curbs, remove water stains on building
- Clean patio floors and surfaces, furniture and equipment. Remove bugs and cobwebs from the patio area.

Annually

- Clean carpet by extraction method
- Clean cloth chairs by extraction method
- Remove chairs and tables, strip and wax Chambers, and general administrative areas, replace chairs and tables in accordance to plan.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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EXHIBIT C - General Housekeeping Provisions

A. Equipment:

The Contractor must furnish and maintain, in good repair, all equipment and machinery including, but not limited to mops, brooms, floor machines, etc., and any other equipment and machinery necessary to perform assigned duties at its own expense. A complete list of equipment used in the Town building must be provided and approved. Contractor shall avoid using any fuel operated machinery or equipment in the interior of the building.

B. Basic Cleaning Fundamentals:

The Contractor will be required to adhere to the following basic cleaning fundamentals:

1. Perform all activities safely and in accordance with CDC guidelines
2. Clean for health first and appearance second.
3. Maximize extraction of pollutants from the occupied space.
4. Minimize chemicals, particles and moisture.
5. Minimize human exposure to indoor pollutants.
6. Clean to improve the total environment.
7. Properly dispose of cleaning wastes.

C. General Housekeeping Procedures:

The Contractor must provide Town with a written copy of their housekeeping procedures. Contractor must furnish the Town with written inspection reports and total number of hours for janitorial on each service day. Contractor must furnish the Town with a report of the results of a complete formal inspection every six months. General housekeeping procedures should include, but are not limited to the following:

1. Properly dispose of trash, waste and a product that is able to be recycled.
2. Avoid the use of cleaning solutions and chemicals containing, ammonia, chlorine or harsh detergents.
3. Avoid sweeping to reduce airborne dust.
4. Use a dry lint-free dust mop on non-carpeted floors
5. Stripping:
 - a. When using a highly alkaline stripper, be sure to rinse/neutralize thoroughly after stripping.
 - b. When using sealer, apply a minimum of two thin coats. Allow sealer to dry thoroughly between coats and before applying floor finish.
 - c. Always apply a minimum of two coats of wax allowing floor to dry thoroughly between applications.
6. Scrubbing/Refinishing:
 - a. Scrub floor with grade pads before refinishing
 - b. Scrub with a floor cleaning compound designed expressly for deep cleaning prior

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to refinishing. Do not use a neutral cleaner for this process. Rinse floor thoroughly and allow drying before refinishing.

ADDITIONAL PRICING (Additional Services as requested by the Town):

Additional Services	Frequency	Price
Pressure clean all concrete areas surrounding the Town Hall building and shed including sidewalks, curbs.	Upon Request, Price should be for each request.	\$ 1,200.00
Remove water stains on building and shed.	Upon Request, Price should be for each request.	\$600.00
Clean patio furniture and equipment	Upon Request, Price should be for each request.	\$ 300.00
Pressure clean roof	Upon Request, Price should be for each request.	\$ 2,500.00

**EXHIBIT D -
DRUG FREE WORKPLACE**

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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 Breitreuz, Mayor
Bob Hartmann, Vice Mayor
Jim Allbritton, Council Member
Gary Jablonski, Council Member
David S. Kuczenski, Esq., 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 Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 5/8/2025
SUBJECT: 6225 Stallion Way Water Services 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

6225 Stallion Way LLC ("Owner") are the owners of a property lying within the Town of Southwest Ranches at 6225 Stallion Way. 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 6225 Stallion Way, 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 6225 Stallion Way - TA Approved	5/1/2025	Resolution
Exhibit A - Agreement	4/22/2025	Agreement

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6225 STALLION WAY, 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, 6225 Stallion Way LLC ("Owner"), 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, 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 6225 Stallion Way, 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 _____ 2025 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.034.2025

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

FOR: 6225 STALLION, LLC
(NAME OF OWNER)

LOCATION: 6225 STALLION WAY, 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 _____, a municipal corporation of the State of Florida, hereinafter referred to as the “TOWN,” and _____, an individual/ or commercial customer with a property address of _____, hereinafter referred to as the “OWNER.” CITY, TOWN, and OWNER may hereinafter be collectively referred to as the “Parties.”

W I T N E S S E T H:

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:
6225 STALLION, LLC
1985 N ANDREWS AVE #200
WILTON MANORS, FL 33311

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 JAMES CURRAN

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: 6225 STALLION, LLC

NAME: MICHAEL GOVERN

DATE: APRIL 21, 2025

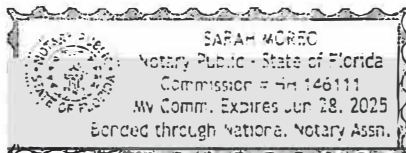
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of April, 2025, by Michael Govern (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 21 day of April, 2025.

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:

EXHIBIT A

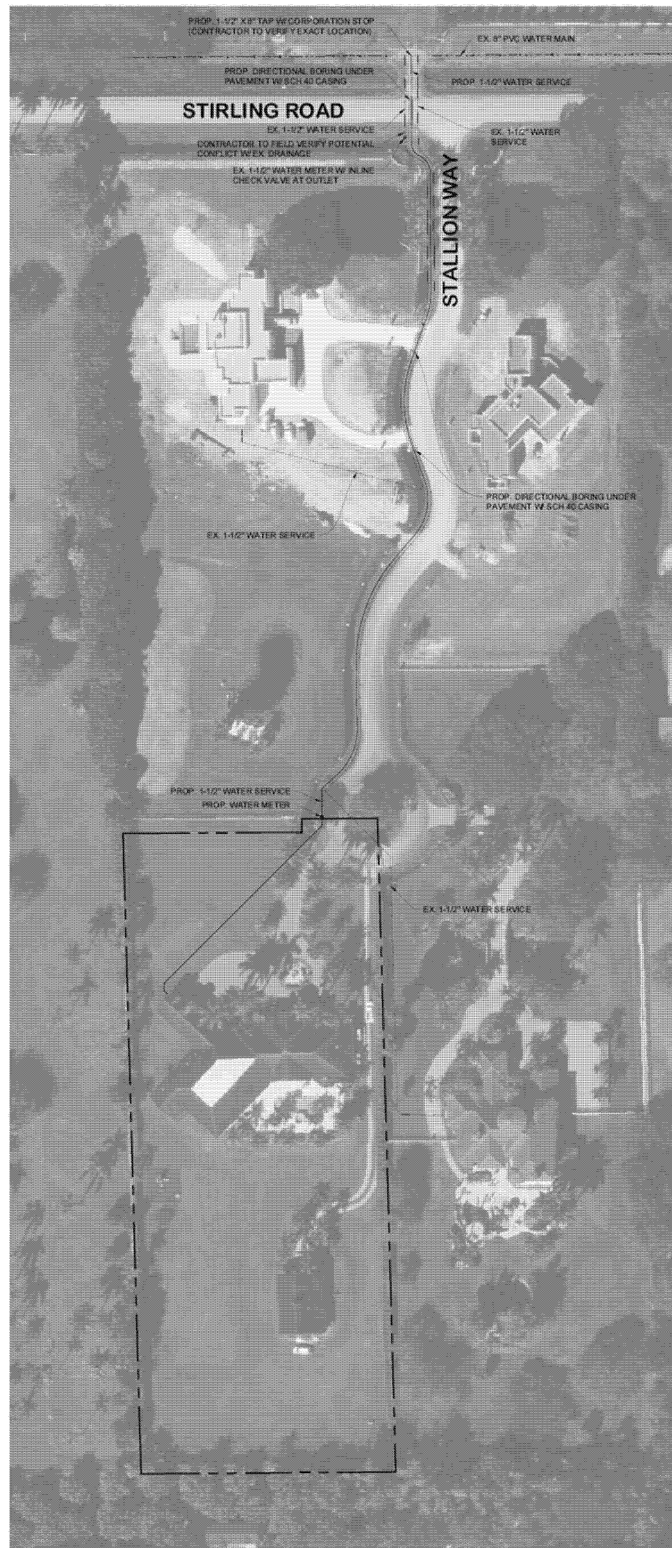
LAND DESCRIPTION:

~~LOT 3, OF LANDMARK AT STERLING RANCHES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 170, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.~~

LESS:

A PORTION OF THE NORTH 16.00 FEET OP.LOT 3, OF" LANDMARK AT STERLING RANCHES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE 14, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE SOUTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE NORTH 89°43'19" EAST ALONG THE NORTH LINE OF SAID LOT 3, ALSO BEING THE SOUTH LINE OF SAID LOT2 FOR 183.43 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN PRIVATE INGRESS/EGRESS & DRAINAGE EASEMENT, AS SHOWN ON SAID PLAT, BEING A POINT ON THE ARC OF A CIRCULAR NON-TANGENT CURVE CONCAVE EASTERLY, THE LASTS DESCRIBED LINE BEING RADIAL TO SAID CURVE; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 64,00 FEET, A CENTRAL ANGLE OF 14°28'39", FOR AN ARC DISTANCE OF 16.17 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°43'19" WEST ALONG A LINE LYING 16.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE AND SOUTH LINE 185.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 01°50'37" WEST ALONG SAID WEST LINE 16.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



PLAN VIEW

SCALE: 1" = 70'

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