

Southwest Ranches Town Council REGULAR MEETING

Agenda of August 14, 2025

Southwest Ranches Council Chambers 7:00 PM Thursday

13400 Griffin Road Southwest Ranches, FL 33330

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

Town Administrator
Russell C. Muniz, MBA, MPA

Town Financial
Administrator
Emil C. Lopez, CPM

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

Quasi-Judicial Hearings

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

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

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

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

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

3. Resolution Approving the MP Holdings Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-70-25, THE MP HOLDINGS PLAT, COMPRISING TWO SINGLE-FAMILY DWELLING LOTS ON 4.6 GROSS ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF SW 48TH STREET, 1,000 FEET EAST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

4. Resolution Approving the Fernandez Villas Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE SOUTHWEST TOWN OF RANCHES, FLORIDA, APPROVING APPLICATION PL-67-24. FERNANDEZ NO. VILLAS COMPRISING FIVE SINGLE-FAMILY DWELLING LOTS ON 10.4 ACRES: GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF SW 178TH AVENUE AT ITS INTERSECTION WITH STIRLING ROAD: AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Presentations

- 5. Proclamation Honeybee Awareness Day August 16, 2025
- 6. Proclamation International Overdose Awareness Day
- 7. Public Comment
 - All Speakers are limited to 3 minutes.
 - Public Comment will last for 30 minutes.
 - All comments must be on non-agenda items.
 - All Speakers must fill out a request card prior to speaking.
 - All Speakers must state first name, last name, and mailing address.
 - Speakers will be called in the order the request cards were received.
 - Request cards will only be received until the first five minutes of public comment have concluded.
- 8. Board Reports
- 9. Council Member Comments
- 10. Legal Comments
- 11. Administration Comments

Ordinance - 2nd Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES,

- FLORIDA, AMENDING SECTION 070-110 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO NONCOMMERCIAL SIGNAGE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on first reading June 26, 2025}
- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC")," ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS"; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Approved on first reading June 26, 2025}

Resolutions

- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 13821 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 13801 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH EDJ SERVICE, LLC IN THE AMOUNT OF ONE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$138,121.84) FOR REMOVAL OF INVASIVE EXOTIC SPECIES AT MULTIPLE TOWN PROPERTY LOCATIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH EDJ SERVICE, LLC IN THE AMOUNT OF FORTY-TWO THOUSAND, NINE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS (\$42,972.60) FOR REPLENISHMENT OF PLAYGROUND SURFACE MATERIAL AT MULTIPLE TOWN PROPERTY LOCATIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO UTILIZE ITS UNSAFE STRUCTURES BOARD FOR ADJUDICATION OF TOWN BUILDING CODE AND RELATED PUBLIC NUISANCE MATTERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

STAFF REQUESTING A TABLING OF THIS ITEM

19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING THE OPERATION OF ILLEGAL BUSINESSES AS A PRIORITY ITEM FOR PROACTIVE CODE ENFORCEMENT; ESTABLISHING A COMPLIANCE PERIOD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Discussion

- 20. Discussion Status of Campaign Sign Enforcement Council Member Kuczenski
- 21. Discussion Fireworks Exemption Council Member Kuczenski
- 22. Discussion Status of Historical Home Vice Mayor Hartmann
- 23. Town Administrator Formal Discussion on RFP 25-14, Zero Waste Consultant, regarding budget and final ranking recommendation

24. Adjournment

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



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor 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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Jeff Katims **DATE:** 8/14/2025

SUBJECT: Resolution Approving the MP Holdings Plat

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Petitioner requests approval of a plat to resubdivide 4.6 gross acres of undeveloped land into two lots of 2.16 and 2.09 net acres.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description Upload Date Type

Resolution - TA Approved	8/8/2025	Resolution
Agenda Report	8/6/2025	Executive Summary
Plat	8/6/2025	Exhibit
Survey	8/6/2025	Exhibit
Mail Notice 1500' Radius Map	8/6/2025	Backup Material
Mail Notice List	8/6/2025	Backup Material

RESOLUTION NO. 2025-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-70-25, THE MP HOLDINGS PLAT, COMPRISING TWO SINGLE-FAMILY DWELLING LOTS ON 4.6 GROSS ACRES; GENERALLY LOCATED ON THE SOUTH SIDE OF SW 48TH STREET, 1,000 FEET EAST OF MATHER BOULEVARD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MP Holdings, LLC has submitted Application No. PL-70-25 to re-subdivide 4.6 gross acres for two single-family dwelling plots of 2.16 and 2.09 net acres; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed plat complies with the requirements of the Town's Unified Land Development Code ("ULDC").

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

- <u>Section 1.</u> That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.
- **Section 2.** That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on August 14, 2025, the Town Council hereby approves Plat Application No. PL-70-25 for the property legally described and attached as Exhibit "A" attached hereto and made a part hereof.
- <u>Section 3.</u> The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.
- **Section 4.** This Resolution shall become effective immediately upon adoption.

[Signatures are on the following page]

PASSED by the Town Council of the Town	of Southwest Ranches, Flo	rida, this
day of, 2025, on a motion by		and
seconded by	·	
Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining	
ATTEST:	Steve Breitkreuz, May	or
Debra Ruesga, CMC, Town Clerk		
Approved as to Form and Correctness:		
Keith Poliakoff, Town Attorney		

EXHIBIT "A"

LEGAL DESCRIPTION:

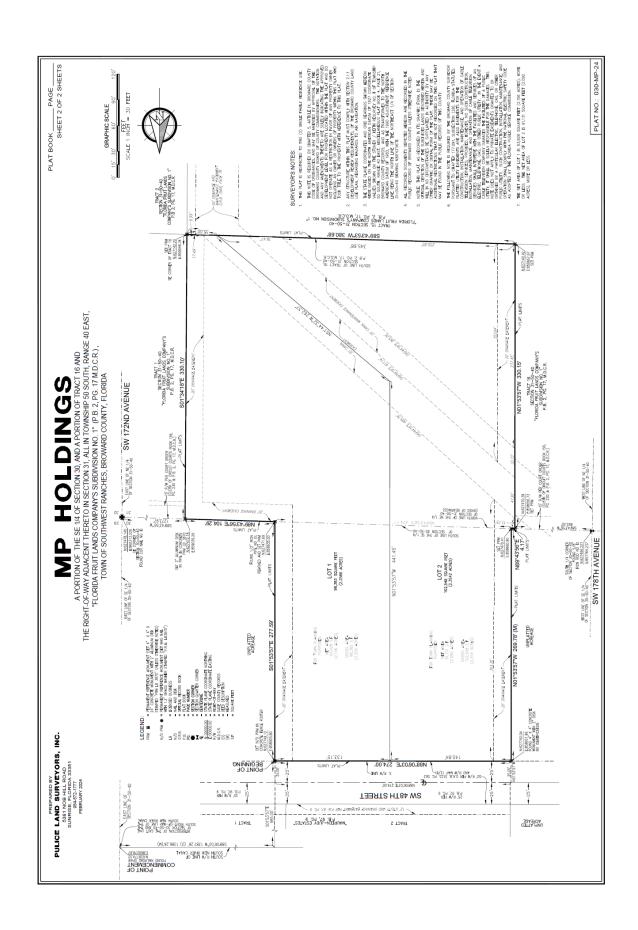
A PORTION OF SECTION 30, TOWNSHIP 50, RANGE 40 EAST TOGETHER WITH A PORTION OF TRACT 16 AND THE RIGHT—OF—WAY ADJACENT THERETO IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTIONS AS A WHOLE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 30 AND THE SOUTH RIGHT—OF—WAY LINE OF THE SOUTH NEW RIVER CANAL; THENCE ALONG SAID SOUTH RIGHT—OF—WAY LINE ON A GRID NORTH BEARING OF SOUTH 88'06'03" WEST 1387.26 FEET; THENCE SOUTH 01'53'57" EAST 985.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01'53'57" EAST 277.59 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 NORTH 89'43'56" EAST 104.29 FEET; THENCE SOUTH 01'34'18" EAST 330.10 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 16 IN SAID SECTION 31, SOUTH 89'43'53" WEST 380.68 FEET; THENCE NORTH 01'53'57" WEST 330.15 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, NORTH 89'43'56" EAST 4.17 FEET; THENCE NORTH 01'53'57" WEST 269.78 FEET; THENCE NORTH 88'06'03" EAST ALONG THE SOUTH RIGHT—OF—WAY LINE OF SW 48TH STREET AS RECORDED IN OFFICIAL RECORDS BOOK 5123, PAGE 563, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA 274.00 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 4.613 ACRES, MORE OR LESS.

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PLAT BOOK PAGE SHEET 1 OF 2 SHEETS	WN OF SOUTHWEST RANCHES TO CORTIN AND THAT MAS IEDA, APPROVA OTHERST RANCHES, TOTION, THE AURIDIOTY/APACTI RED, FOR THE CONSTRUCTION, E IN THIS TEXT SHALL RE FOR ON THE CHE OF THE	SOUTH BROWNED MANDE DISTRICT: SOUTH BROWNED DRAINAGE DISTRICT: SINGLE SPECIAL WHORE SHILL CONCUT THE SOUTH BROWNED DRAINAGE STREAM TON RESOUNDED THE SOUTH BROWNED DRAINAGE STREAM TON RESOUNDED THE SOUTH BROWNED DRAINAGE STREAM TON RESOURCE THE SPECIAL SOUTH BROWNED DRAINAGE THE FLAT IS RESERVE AND THE SPECIAL SOUTH BROWNED DRAINAGE THE FLAT IS RESERVE AND THE SPECIAL SOUTH BROWNED DRAINAGE THE FLAT IS RESERVE AND THE SPECIAL SOUTH BROWNED DRAINAGE THE SPECIAL SOUTH	BROWARD COUNTY RESULENT ENVIRONMENT DEPARTMENT: THE IS DESCRIPTIONED TO LETTER WAS ACCOUNTED FOR VESTOR. SY DRECTRO/DEDOSE DATE.	BROWARD COUNTY PLANNING COUNCIL. BEED TO GRIFT HAT THE SHAPEN COUNTY TRAINED COUNCIL TO GRIFTING THE STATE OF THE SHAPEN COUNCIL OF THE COUNCIL OF THE SHAPEN COUNCIL OF THE SH	BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY FINANCE BY BY RECORDS BY MINISTRATIVE SECTION: THE TO GETTE AND THE FALL COUNTED HE BROWN OF TOWNTY CONVERGINGES OF SECOND. STATISTIC AND MEASURED THE RECORDS OF THE BROWN OF TOWNTY CONVERGINGES OF SECOND. STATISTIC AND ADMINISTRATIVE TO SECOND TO SECOND TOWNTY CONVERGINGES OF SECOND. NOT THE PROPERTY OF THE	BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION: THE IS OF SERVEY, BATT THE JATH HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION: THE IS OF SPECIAL AND ACCEPTED TO RECEIVE THE OFFICE TO THE SERVEY THE THE TATA	
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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: August 14, 2025

SUBJECT: Plat Application PL-70-25; MP Holdings Plat

ADDRESS: 17500 block of SW 48th Street. Generally located on the south side

of SW 48th Street, 1,000 feet east of Mather Boulevard.

PETITIONER/

OWNER:

MP Holdings, LLC

AGENT: Pulice Land Surveyors, Inc.

ZONING: RR, Rural Ranches District

LAND USE PLAN

DESIGNATION: RR, Rural Ranches

REQUEST: Plat approval for 2 single-family lots on 4.6 acres.

EXHIBITS: Staff Report, Aerial Photograph, Survey, Plat, Mail Notification

Radius Map and Mailing List.

REQUEST:

The Petitioner requests approval of a plat to resubdivide 4.6 gross acres of undeveloped land into two lots of 2.16 and 2.09 net acres. The net acreage excludes a canal easement and an unimproved, 15-foot right-of-way that run through the plat.

BACKGROUND:

The property already consists of two lots, but the smaller lot does not meet the minimum lot size requirement and is not a legal nonconforming lot of record. In order to develop the undersized lot, the Petitioner purchased the larger abutting lot to the east and is transferring its surplus lot area to the deficient lot through platting. Both lots comply with the minimum lot size and dimensional requirements of the RR District after subtracting the canal and road easements.

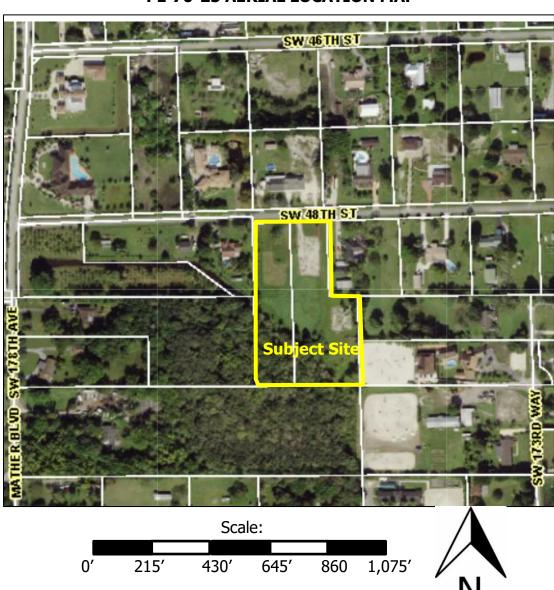
The plat vacates a 15-foot road right-of-way that runs east-to-west across the plat. The right-of-way is a remnant of the original plat for the area dating to the early 1900s. The right-of-way does not align with any Town streets in the area and does not serve a

public purpose. Vacating the right-of-way is not necessary for the plat to satisfy the minimum lot area requirement.

Both lots will directly access SW 48th Street, for which no additional right-of-way is required. Both lots will be served by septic tanks and wells. SBDD has approved the plat. The plat satisfies all concurrency requirements.

RECOMMENDATION:

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



PL-70-25 AERIAL LOCATION MAP

OF 2 SHEETS PAGE SHEET PLAT BOOK

THE RIGHT-OF-WAY ADJACENT THERETO IN SECTION 31, ALL IN TOWNSHIP 50 SOUTH, RANGE 40 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" (P.B. 2, PG. 17 M.D.C.R.), TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA SECTION 30, AND A PORTION OF TRACT 16 AND THE SE 1/4 OF A PORTION OF

PREPARED BY LAND SURVEYORS, INC. PULICE

5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 954-572-1777 FEBRUARY 2024

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COUNTY, FLORID SOUTHWEST RANCHES, P SAID LAND LYING AND BEING IN CONTAINING 4.613 ACRES, MORE

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT MP HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "MP HOLDINGS", A REPLAT.

THE DRAINAGE EASEMENTS, CANAL EASEMENT AND CANAL MAINTENANCE EASEMENT ARE HEREBY DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE PURPOSES AND FOR ACCESS TO, AND MAINTENANCE OF, DRAINAGE AND STORMWATER MANAGEMENT FACILITIES. THE SOUTH BROWARD DRAINAGE DISTRICT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE DRAINAGE EASEMENTS, CANAL EASEMENT AND CANAL MAINTENANCE EASEMENT, WHICH SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE PROPERTY OWNERS, ITS SUCCESSORS AND ASSIGNS.

NO IMPROVEMENTS, TREES OR ENCROACHMENTS INCLUDING UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) OR LANDSCAPING ARE ALLOWED WITHIN EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT WITHOUT THE APPROVAL OF AND A PERMIT FROM THE SOUTH BROWARD DRAINAGE DISTRICT. IT IS THE INTENT OF THIS PROVISION THAT ALL UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) PROPOSED TO BE CONSTRUCTED WITHIN UTILITY EASEMENTS THAT CROSS OR COINCIDE WITH EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT.

CAUSED THESE ITS DAY OF

LIABILITY COMP. MP HOLDINGS, LLC, A FLORIDA LIMITED ΒΥ: PRINT NAME:

AN≺

ACKNOWLEDGMENT: STATE OF FLORIDA SCOUNTY OF BROWARD SS

[] PHYSICAL PRESENCE OR BY COMPANY, WHO ARE [] AS IDENTIFICATION. MEANS OF [202______ NG INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ME DAY OF OTARIZATION, THIS DAY OF OF OF ME OF MP HOLDINGS LLC, A FLORIDA LIMITED OF ME OR [] HAVE PRODUCED OTARIAN TO ME OR [] DAVE PRODUCED FOREGOING INSTRUMENT ONLINE NOTARIZATION, I THE FOREGOIN
[] ONLINE NA
AS
PERSONALLY

OFFICIAL

WITNESS:

片 STATE NOTARY PUBLIC PRINT NAME: COMMISSION EXPIRES:

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			AW JAETI W2		
GRIFFIN ROAD	SW 46TH STREET	SW 48TH STREET THIS PLAT	SW 51ST STREET	SW 52ND STREET	<i>NAP</i> ALE
	SW 48TH STREET	SW 50TH STREET AVENUE T8TH	SW 50TH COURT		LOCATION MAP NOT TO SCALE
		TH AVENUE	781 WS		

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

JOHN F. PULICE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
CERTIFICATE OF AUTHORIZATION NO. LB3870 ΒΥ:

PLATTING SURVEYOR		
COUNTY ENGINEER		
COUNTY SURVEYOR		
TOWN CLERK		

BUILDING ⋖ CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

BY: TOWN CLERK BY: _____STEVE_BREITKREUZ, MAYOR_

SOUTH BROWARD DRAINAGE DISTRICT:
PRIOR TO DEVELOPMENT OF THIS PROPERTY, OWNER SHALL CONTACT THE SOUTH BROWARD DRAINAGE
DISTRICT FOR DETERMINATION OF ADDITIONAL DRAINAGE/FLOWAGE/STORAGE/CANAL EASEMENTS OR OTHER
DEDICATIONS WHICH MAY BE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE
PURPOSES.

202

DAY OF

THIS PLAT IS HEREBY APPROVED THIS

DATE DISTRICT DIRECTOR ΒΥ:

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT: THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

DATE DIRECTOR/DESIGNEE ABOVE 불8 P THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS ______ DAY OF _______ CHAIRPERSON ΒΥ:

EXECUTIVE DIRECTOR OR DESIGNEE ΒΥ:

MAYOR, COUNTY BY:

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION: THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

ΒΥ: ROBERTO CHAVEZ
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. LS7280 ΒΥ:

DATE RICHARD TORNESE DIRECTOR FLORIDA PROFESSIONAL ENGINEER REGISTRATION NO. 40263 PLAT NO.: 030-MP-24

EYORS, PULICE

August 14, 2025 Regular Meeting

954-572-1777 FEBRUARY 2024 5381 NOB F SUNRISE, FLO

SHEETS

OF

7

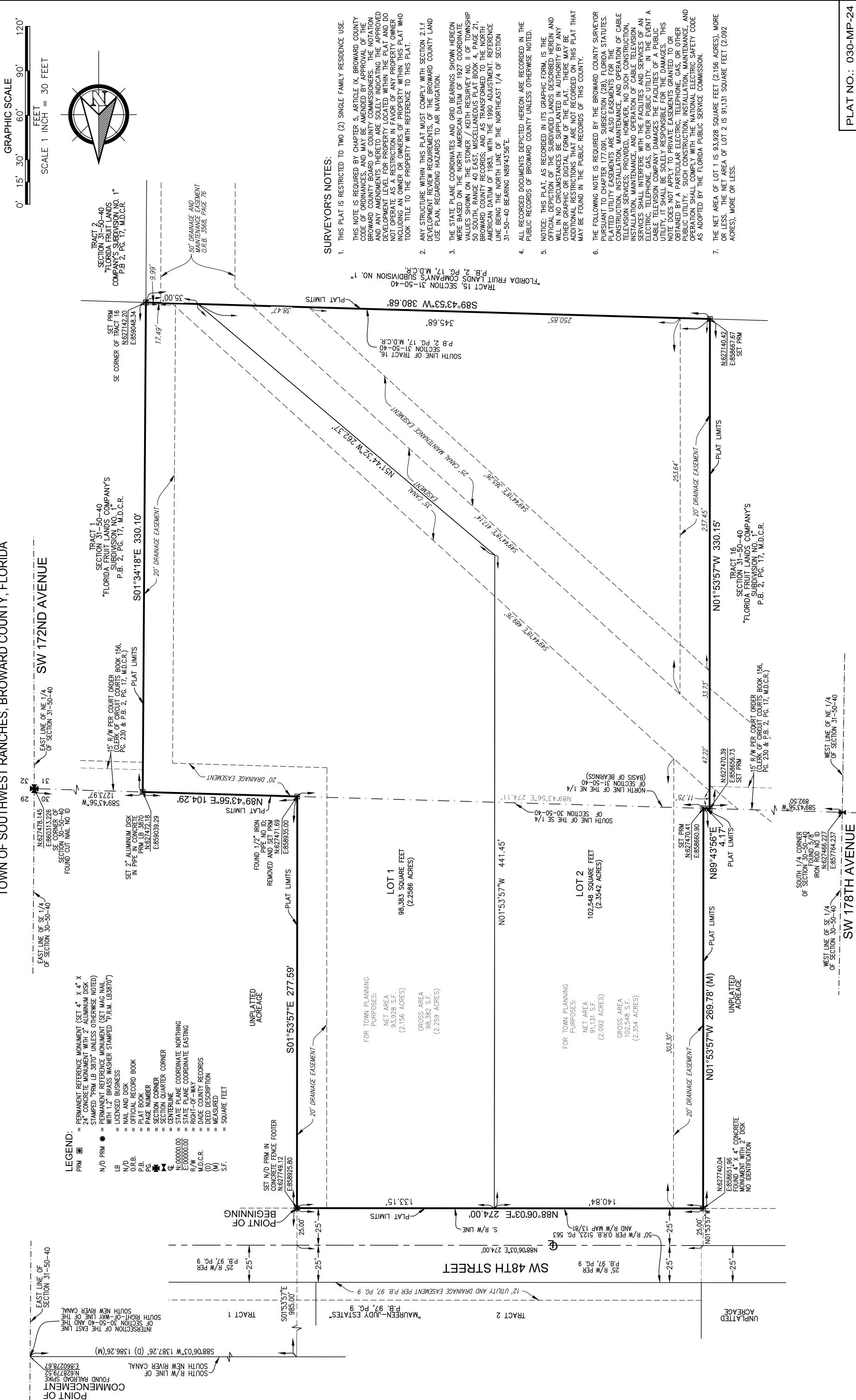
SHEET

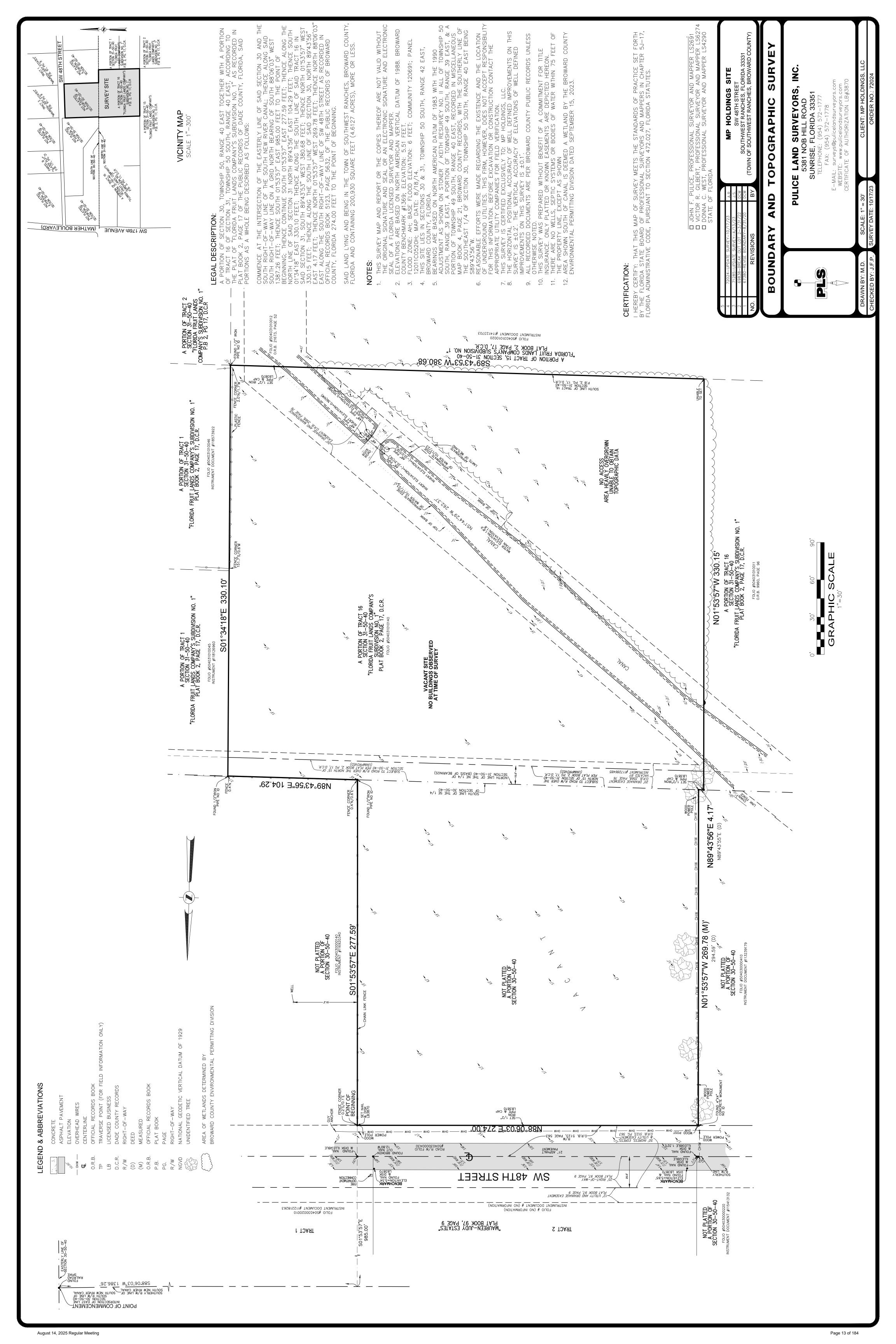
PAG

BOOK

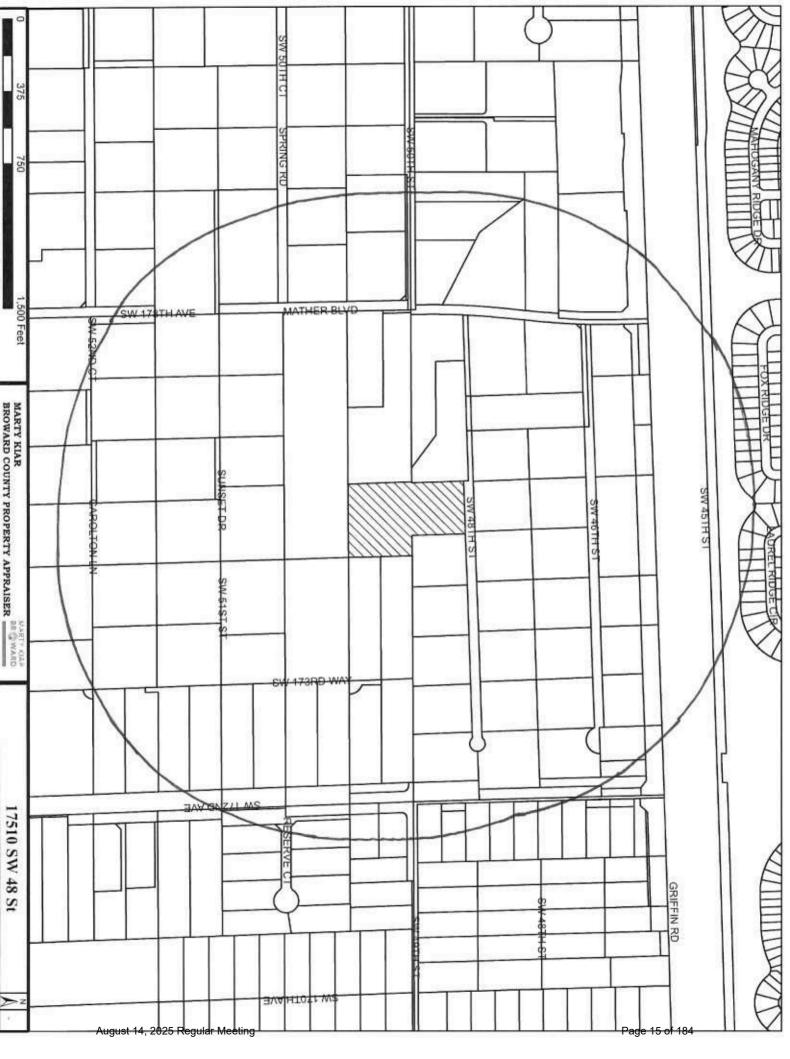
PLAT

NGE 40 EAST A PORTION OF THE SE 1/4 OF SECTION 30, AND A PORTION OF TRACT 16 AND THE RIGHT-OF-WAY ADJACENT THERETO IN SECTION 31, ALL IN TOWNSHIP 50 SOUTH, RAN("FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" (P.B. 2, PG. 17 M.D.C.R.) TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA





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FOLIO_NUMB NAME ADDRESS_LI

504029010410 AMY, JOSEPH CPALACIOS, ANDREA 4820 SW 172 AVE

504029010412 BURGOS,ELVIN MANUEL 4830 SW 172 AVE

504029010413 LEMUS,CARLOS E 4840 SW 172 AVE

AMIN,MOHAMED 504029010420 FEROZESINGH,KALAWATIE

4800 SW 172 AVE

504029010422 CABRERA,BLASCABRERA,LISSETTE C 4810 SW 172 AVE

504029010431 MULDER, CHRISTINE B 4700 SW 172 AVE

504029010432 CORDOVA, MARIA ELENA 4730 SW 172 AVE

504029010451 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

SOUTH FLORIDA WATER
504029010620 MANAGEMENTDISTRICT PO BOX 24680

504030000040 SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160 AVE

504030000067 KHAN, MOHAMED YASIN & NUSRAT 4731 SW 178 AVE

504030000072 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

504030000073 LILLY'S RANCH LLC 4731 SW 178 AVE

504030000074 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

504030000077 MULL, DANIEL JR & DORA M 17821 SW 50 ST

504030000078 P&G DEVELOPERS LLC 6301 SW 181 LN

504030000079 GEOFROY,DAVID 17801 SW 50 ST

ALFARO, ELBERT R

504030000110 H/EFERNANDEZ, YUDANY H/E ETAL 4790 SW 178 AVE

URE, JAIME A & GLORIA IUREVI FAM TR

504030000120 ETAL 17400 SW 48 ST

REMILLARD, GERALD GGERALD G

504030000140 REMILLARD TR ETAL 17420 SW 48 ST

504030000150 HOLLEY,ROBIN C 17301 SW 48 ST

504030000170 MILLER, EUGENE WALTER 17200 SW 48 ST

HERRERA,SUSANA

504030000190 H/EHERRERA,GUSTAVO 17300 SW 48 ST

BRENER,SANDRA ROSA

504030000200 JULIETASICORSKY, ADRIAN 6100 N OCEAN DR #3N

ERBS GARCELL, KELLIKELLI ERBS

504030000210 GARCELL REV TR ETAL 17300 SW 46 ST

PINTALUGA, ANDRES 504030000220 JPINTALUGA, JONATHAN V

17611 SW 48 ST

504030000230 ROJAS,CESAR AUGUSTO

17321 SW 48 ST

504030000240 MONTENEGRO, ALBERTO DAVID 17791 SW 46 ST

504030000250 GAMEZRPO ASOCIADOS LLC 1918 NW 171 AVE

VELEZ, LEON JAIROBERRIO, FRANCY

504030000270 JANET

17320 SW 48 ST

504030000280 PAPAGEORGIOU,EMMANIUEL

17801 SW 46 ST

504030000290 LOPEZ,HECTOR

17351 SW 46 ST

504030000300 TIME 48 INC

998 NE 167 ST

504030000310 SOUTH BROWARD DRAINAGE DISTRICT 6591 SW 160 AVE

CHURCH,KENNETH R & LINDA PESACHURCH,KARA & LAJOIE,CORINNE

504030000320 ETA 17530 SW 46 ST

504030000330 MARQUEZ,PLUTARCO 17350 SW 46 ST

KALDIRIMOGLU,MECIT

504030000340 H/EKALDIRIMOGLU, SEYFULLAH & SEVIL 17450 SW 46 ST

MCCOY, RUTH PG W & RUTH P MCCOY

504030000360 REV LIV TR 17401 SW 46 ST

GUANUNA,EDGAR MCUZAA,YADIRA

504030000370 LEGRA 17401 SW 48 ST

504030000380 MOCKLER,GLORIA M 17400 SW 46 ST

VILLASMIL, DANIEL EDUARDOCARDONE

504030000390 GIAZZON,CLAUDIA V 17451 SW 46 ST

504030000410 CORTINA, VICKY SILVANAVSC REV TR 17610 SW 48 ST

504030000420 MYSTIC TRUST LLC 19195 MYSTIC POINTE #106

504030000430 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

BROWARD COUNTYBOARD OF COUNTY

504030000450 COMMISSIONERS 115 S ANDREWS AVE RM 501-

 504030000451
 TOWN OF SOUTHWEST RANCHES
 13400 GRIFFIN RD

 504030010010
 SANCHEZ,ELKIN & LESLIE
 17201 SW 48 ST

 504030020010
 DEVARONA,JULIO
 17421 SW 48 ST

 504030020020
 MENA,MAURILIO
 17511 SW 48 ST

504030030030 IGLESIA MISION VIDA INC 17950 GRIFFIN RD

PUBLIC LAND % BROWARD COUNTYBOARD OF COUNTY

504030030040 COMMISSIONERS 115 S ANDREWS AVE RM 501-

504030090010 4610SWR LLC 62 RUBY LN

504030090011 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

504030090020 LENO, TERRY 7901 HISPANOLA AVE #1710

504030100010 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

504031010011 DAVIS,ROGERS H C SR 4900 SW 178 AVE

•	5011 SW 173 WAY
BARKUS,MIRIAMMALTESE,LOUIS	
MICHAEL ETAL	17401 SW 51 ST
LIBURD,MARIE-	
CARMELLELIBURD,RICHARD	17440 SW 51 ST
	HAMILTON, VENE BARKUS, MIRIAMMALTESE, LOUIS MICHAEL ETAL LIBURD, MARIE- CARMELLELIBURD, RICHARD

504031010015	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE
504031010017	BAKER,MARK RTORINO,LISA A	17771 SW 51 ST
504031010018	CARDENAS,LUIS	950 NAUTICA DR
504031010019	SAROHIA,JASKREN S & NARINDER K WACHTEL,YEHUDA	17251 SW 52 CT
504031010020	GENERIBEIRO,ALMIBETE	5050 SW 178 AVE
504031010021	KASTNER,JEFFREY D & LESLIE F C	17400 SW 51 ST
504031010022	MODRICH,MARK J &MODRICH,KAREN E PALMISANO,PAUL MSERRANO-	17351 SW 52 CT
504031010023	OLMO,HILDEMAR	6223 CALLEY GLEN LANE
504031010025	GRIFFITH,ANDREW M	17350 SW 52 CT
504031010026	MALTZ,BEVERLY J	20271 NW 5 ST
504031010027	AWALE,AHMAD N & DAWN M	17520 SW 52 CT
504031010029	TOP QUALITY HOMES DEVLPMENT LLC	5030 SW 170 AVE
504031010030	CAREAGA,BERNARDO	5121 SW 178 AVE
504031010031	LUKOSE,CHACKO V H/ELUKOSE,MARY	5250 SW 178 AVE
504031010032	ARBOLEYA, JESUSARBOLEYA, MARTHA S GREENSTEIN, NORMA UKANDEL, DAVID B	17521 SW 52 CT
504031010033		5200 SW 178 AVE
504031010034	PANARIELLO,ANTHONY J & E L	5100 SW 178 AVE
504031010035	MALLON,STEPHEN M & PEGGY	17501 SW 51 ST

504031010036	DAVILA,JORGETRAVKINA,TATYANA	5079 SW 178 AVE
504031010037	WYSOCKI,SHIRLEY A	4910 SW 178 AVE
504031010038	LOPEZ GARVAN,JOSUE IDIAZ BENITEZ,YNDIRA G	5110 SW 173 WAY
504031010039	HERNANDEZ,ORLANDO & SHARON	17620 SW 51 ST
504031010041	SANCHEZ,PEDRO H & NOEMI	17781 SW 51 ST
504031010042	HERNANDEZ,RENE & JESSICA	5001 SW 173 WAY
504031010043	AGUDELO,CLARA H/EOCHOA,FREDDY	5005 SW 173 WAY
	LINDO,RAMON A &ROMERO,IRIS I SUAREZ SILVA,MIGUEL ANTONIO H/EBENAVIDES,SUSANA NATHALIE SCHERTZER,IVAN AIVAN A SCHERTZER REV TR	7750 SW 117 AVE. STE. 301 4901 SW 173 WAY 4911 SW 173 WAY
504031010054		18301 SW 50 ST
	ILIAT LLC CARRION,JESSENIA%BNY MELLON WEALTH MGMT-GUARDIAN	18301 SW 50 ST 240 GREENWICH ST #101-WP
504031010055	CARRION, JESSENIA % BNY MELLON	
504031010055 504031010056	CARRION,JESSENIA%BNY MELLON WEALTH MGMT-GUARDIAN	240 GREENWICH ST #101-WP
504031010055 504031010056 504031010057	CARRION, JESSENIA % BNY MELLON WEALTH MGMT-GUARDIAN OLIVA, YASIMY & JOSE L ANAVA, ADAM J & REVITAL	240 GREENWICH ST #101-WP 17781 SW 52 CT 17700 SW 51 ST
504031010055 504031010056 504031010057	CARRION, JESSENIA % BNY MELLON WEALTH MGMT-GUARDIAN OLIVA, YASIMY & JOSE L	240 GREENWICH ST #101-WP 17781 SW 52 CT 17700 SW 51 ST
504031010055 504031010056 504031010057 504031010058	CARRION, JESSENIA % BNY MELLON WEALTH MGMT-GUARDIAN OLIVA, YASIMY & JOSE L ANAVA, ADAM J & REVITAL	240 GREENWICH ST #101-WP 17781 SW 52 CT 17700 SW 51 ST

504031010062 POCHITA FAMILY LIMITEDPARTNERSHIP 17601 SW 52 CT

504031010064 MACEDA, ZULME JOHNSON DE & FIDEL 5030 SW 173 WAY

504031010065 TOWN OF SOUTHWEST RANCHES 13400 GRIFFIN RD

504031010066 BOZEK, DUSTIN & DIANA 377 HARBOR CT

504031010067 GOLAN LLC 18301 SW 50 ST

504031010140 MP HOLDINGS LLC 6520 SW 181 LN

BARRIOS,LISMAR DEL 504031010170 VALLECABRERA,ASDRUBAL 17820 SW 50 ST

504031010174 MALETA,GREIDYS 4901 SW 178 AVE

504031010180 RAFFA,RAFFAELE A & NANCY 17901 SW 50 CT

	TOWN OF SOUTHWEST RANCHES LETENDRE,NORMAN W	13400 GRIFFIN RD
504031010186	H/ELETENDRE,LORRAINE A	5001 SW 178 AVE
504031010191	BRUMMER,RAPHAEL	PO BOX 460609
504031010210	CELADA,HERNANDO	17801 SW 52 CT
504031010323	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010324	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010660	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010690	POCHITA FAMILY LIMITEDPARTNERSHIP	17601 SW 52 CT
504031010700	POCHITA FAMILY LIMITEDPARTNERSHIP	17601 SW 52 CT
	TERRY,ANDREW J JR & LILA T ERASME,WINSTON & DOMINIQUEWINSTON & DOMINIQUE ERASM REV TR	4900 SW 172 AVE 4910 SW 172 AVE
504032020220	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD

504032020230	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504032180010	KAMAL,ZEESHAN & HINA	17135 RESERVE CT
	VAZQUEZ,CHRISTIANVAZQUEZ,GABRIEL	
504032180080	A OTERO	17140 RESERVE CT
	RESERVE AT THE	
504032180090	RANCHESHOMEOWER'S ASSN INC	17120 RESERVE CT

CITY	STATEZIP	ZIP4 LEGAL	
SOUTHWEST RANCH	HFL 3333	40POR OF TR 41 DESC AS FOL, COMM AT SW COR OF SEC 29,N 150.04,E 15.01 TO POB, CONTE 301.54,N 125.03,W 301.49,S 125.0 TO POB LESS W 40 FOR RDAKA LOT 135 DEE 1221 RANCHES UNREC 40POR TR 41 DESC AS BEG SW COR,N ALG W OF SAID SEC A DISTOF 15.01,ELY 15.01 TO POB, CONTELY 301.59,NLY 135.04,WLY 301.54	OD OB V O3 EMS
		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-	
SOUTHWEST RANCH		40PT OF TR 42 DESC AS COMM SW COROF S 29,N 400.10,E 15.01 TOPOB,E 301.44,N 125.03 301.39,S 125.03 TO POBAKA:LOT 137DEEMS	SEC
		FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-	
SOUTHWEST RANCH	HFL 3333	40PT OF TR 43 DESC AS BEG SW COROF SAI SEC,N ALG W/L OF SAID775.19,E 15.01 TO 1219 POB,E 301.28N 125.03,W 301.23,S 125.03 TOP FLA FRUIT LANDS CO SUB NO 12-17 D 29-50- 40POR OF TRS 42 & 43 DESC AS FOL,COMM SW COR OF SEC 29,N 650.16,E 15.01 TO POB	OB
SOUTHWEST RANCH	H FL 3333	301.33N 125.03,W 301.28,S 125.03 1219 TOPOBAKA:LOT 139DEEMS RANCHES UNREGED FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-40W40 OF POR OF TR 41 DESC AS FOL:COMPAT SW COR OF SEC 29,N 150.04,E 15.01 TO POB,CONTE 301.54,N 125.03,W 301.49,S 125.03	M
SOUTHWEST RANCH	H FL 33330	FOB, CONTE 301.34,N 123.03,W 301.49,S 123.03 2628 TO POB FLA FRUIT LANDS CO SUB NO 12-17 D 29-50-4 & 30-50-40ALL THE PROPERTY KNOWN AS SOUTHNEW RIVER CANAL LYING WITHINSAII SEC 29 & 30 AND W OF R/WFOR I-75 LYING IN	40 D
WEST PALM BEACH	FL 33410	3 4680 THE TOWN OFSOUTHWEST RANCHES	•

SOUTHWEST RANCH FL	33331	30-50-40E 100 OF SAID SEC LYING S OFS NEW RIVER CANAL LESS E 55 OFS 317.51 OF N 642.52 THEREOF &LESS P/P/A DODDS ESTATESPB 96/23 B & LESS GRIFFIN RD &SW 172 AVE R/WS 30-50-40COMM SW COR SEC 30 ELY 2550.07,NLY 50 TO P/C,CONT ALG CUR399.57,NELY 144.56 TO POB,NLY105.44 TO P/C,CONT ALG CUR69.51,WLY 751.59,WLY
SOUTHWEST RANCH FL	33331 114	1 7.14,SLY173.83,ELY 741.89 TO POB 30-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT OF INTER OF W/L OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,ELY 2601.06 FOR POB,SLY 134.58 TO PT OF CURVE,SWLYALG CURVE 399.45,SWLY 250 TO PTOF CURVE,SELY ALG
SOUTHWEST RANCH FL		8 CURVE 399.57 30-50-40PT OF SEC 30 DESC AS BEG SW CORSEC 30,ELY 1839.08,CONTELY 710.99 TO S1/4 COR OF SEC 30NLY 50 TO P/C,NLY 99.46 TO POB,CONT NLY ARC DIST OF 300.11,NELY 144.56,WLY 605.35,SELY 291.21,SE 451.21 TO
SOUTHWEST RANCH FL	33331 114	1 POB,LESS R/W 30-50-40S 25 OF SW1/4 OF SAID SEC THATIS 255 E OF W/L TOGETHER WITHALL LANDS LYING
SOUTHWEST RANCH FL	33330 262	8 WITHIN 70 OFSAID PT PER R/W MAP 13/81 30-50-40PT OF SEC 30 DESC AS,COMM AT SWCOR OF SEC 30,ELY 1839.08 TOPOB,CONT ELY 153,NLY 570.62,NWLY 27.58,WLY 136.54,SLY
SOUTHWEST RANCH FL	33331 100	6 592.77TO POB,LESS R/W 30-50-40COMM AT SW COR OF SEC 30,ELYALG S/L FOR 1992.08 TO POB,ELY 197.99,NLY 337.64,NWLY45.88,NWLY 263.63,SLY570.62 TO
SOUTHWEST RANCH FL	33331	POB,LESS R/W 30-50-40COMM AT SW COR OF SEC 30,ELYALG S/L FOR 2190.07 TO POB,CONT ELY 360 TO S1/4 COR OFSEC 30,NLY 50 TO P/C,NLYARC DIST OF 99.46,NWLY405.33,SLY 337.64 TO POB,LESS
SOUTHWEST RANCH FL	33331	99.46,NWL1405.33,SL1 337.64 TO POB,LESS R/WS

		30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 2180,S 642.50 TOPOB,W 304.63,SWLY
		142.74 TO PTOF CURVE,SLY ALG ARC OF
		SAIDCURVE 176.95,E 341.62,N 317.50TO POB
		LESS OR 5123/563 TOGETHERWITH THE W 80 OF THE FOLLOWINGPAR: COMM INTERSEC OF
		E/L OF SEC30 & S R/W/L OF S NEW
		RIVERCANAL,W 1920,S 642.50 TO
SOUTHWEST RANCH FL	33331	POB,S317.50;W 260,N 317.50,E 260 TOPOB
		30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF SOUTH NEWRIVER
		CANAL,W 860.26,S 960 TOPOB,CONT S 317.40
COLITINATE OF BANGULE	00004	TO PT ON S/LOF SEC,WLY 260.11,N 310,E 260
SOUTHWEST RANCH FL	33331	TOPOB LESS OR 5123/563 30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF S NEWRIVER
		CANAL,W 1120.26,S 960 TOPOB,CONT S 310 TO
		PT ON S/L OFSEC,WLY 267.11,N 302.40,E 267
SOUTHWEST RANCH FL	33331	1106 TOPOB LESS OR 5123/563
		30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF S NEWRIVER
SOUTHWEST RANCH FL	33331	CANAL,W 360,S 642.50 TOPOB,CONT S 317.50,W 1103 260,N 317.50,E 260 TO POB LESSOR 5123/563
30011WEST WANCITTE	33331	30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF S NEWRIVER
		CANAL, SLY 960.03 TO POB, CONT SLY
		341.67,WLY 347.91,N 331.75,E 350 TO POB
SOUTHWEST RANCH FL	33331	1102 LESSOR 5123/563
		30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 356.26,S 960 TOPOB,CONT S 331.75
		TO PT ON S/LOF SEC,WLY 250.10,N 324.64,E
SOUTHWEST RANCH FL	33331	250TO POB LESS OR 5123/563
		30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF S NEWRIVER CANAL,W 1400,S 325 TO POB,CONT S 317.50,W
HOLLYWOOD FL	33019	260,N 317.50,E 260 TO POB LESS OR 5123/563
		30-50-40COMM AT INTERSECTION OF E/L
		OFSAID SEC & S R/W/L OF SOUTH NEWRIVER
		CANAL,W 360,S 325 TO POB,CONT S 317.50,W
SOUTHWEST RANCH FL	33331	260,N 317.50,E 260 TO POB LESS OR 5123/563

			30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1660,S 642.50 TOPOB,CONT S 317.50,W 260,N 317.50E 260 TO POB LESS OR
SOUTHWEST RANCH	1 FL	33331	5123/563
SOUTHWEST RANCH	H FL	33331 1	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 620,S 642.50 TOPOB,CONT S 317.50,W 103 260,N 317.50E 260 TO POB LESS OR 5123/563 30-50-40COMM AT INTERSEC OF E/L SEC 30 &S R/W/L OF SOUTH NEW RIVER CANALW 1920 TO POB,W 260,S 325,E 260,N 325 TO POB,LESS OR 5123/563 &LESS OR 20072/275 FOR R/W &
SOUTHWEST RANCH	H FL	33331	COMMAT SAME POC,W 1660 TO POB,W 260,S 325,E 260,N 325 TO POB,LESS S25 FOR R/W(OR 5123/563) & LESS N90 FOR R/W,PAR 112A PERCA-93-12154(OR 21580/73) 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,SLY 325.01 TO POB,CONT SLY 317.51,W
PEMBROKE PINES	FL	33028	355.81,N 317.50,E 357.88 TO POB LESSOR 5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 606.26,S 960 TOPOB,CONT S 324.64
SOUTHWEST RANCH	H FL	33331 1	TO PT ON S/L,WLY 254.10,N 317.40,E 254 TO 104 POBLESS OR 5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSEC & S R/W/L OF SOUTH NEW RIVERCANAL,W 2180 TO POB,CONT WEST264.50,S 134.58 TO PT OF CURVE,SWLY ALG CURVE AN ARC DIST OF190.54,E 270.37,N 325 TO POBLESS NLY 54 FOR RAOD PURPOSES,LESS S 25 FOR R/W (OR 5123/563),LESS R/W PAR 113 A PERCA-93-12154
SOUTHWEST RANCH	H FL	33331	(OR 22930/933) 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 620 TO POB,CONTW 260,S 325,E 260,N 325 TO POBLESS OR 5123/563 & LESS THE E
SOUTHWEST RANCH	i FL	33331	10AKA: LOT 6 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 360 TO POB,CONTW 260,S 325,E 260,N 325 TO POBLESS OR 5123/563 & LESS PTDESC'D IN OR 20513/915 FORPERPETUAL EASEMENT FOR R/WTOGETHER WITH E 10 OF
MIAMI	FL	33162	LOT 6AKA: LOT 7,E 10 OF 6

SOUTHWEST RANCH FL	33331		30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,SLY 325.01,W 357.88,N 325,E 360 TO POB LESSOR 5123/563 & OR 32187/1372 &LESS GRIFFEN ROAD R/W & LESSE 100 OF PT OF SEC 30 LYING ADJTO AFORE DISCRIBED PROP
SOUTHWEST RANCH FL	33331 33331	1128	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1660,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 620,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/560
SOUTHWEST RANCH FL	33331	1126	30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1140,S 325 TO POB,CONT S 317.50,W 260,N 317.50,E 260 TO POB LESS OR 5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 880 TO POB,CONTW 260,S 325,E 260,N 325 TO POBLESS S 25 FOR R/W (OR
SOUTHWEST RANCH FL	33331	1125	5123/563),LESS N 90 FOR R/W PAR 111A PERCA- 93-12154 (OR 21580/73) 30-50-40COMM AT INTERSECT OF E/L OF SAIDSEC & S R/W/L OF SOUTH NEW RIVERCANAL,W 880,S 642.50 TO POB,CONTS 317.50,W 260,N 317.50,E 260 TOPOB LESS OR
SOUTHWEST RANCH FL	33331	1105	5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 880,S 325 TO POB,CONT S 317.50,W
SOUTHWEST RANCH FL	33331	1126	260,N 317.50,E 260 TO POB LESS OR 5123/563 30-50-40COMM AT INTERSECTION OF E/L OFSEC 30 & S R/W/L OF SOUTH NEWRIVER CANAL,W 1140 TO POB,CONTW 520,S 325,E 520,N 325 TO POB,LESS PT DESC'D IN OR 5123/563& LESS COMM AT SE COR SEC 30,N 1301.58,W 1140 TO POB,S 90,W 520,N 90,E 520
SOUTHWEST RANCH FL	33331		TO POB 30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1661.26,S 960 TOPOB,CONT S 294.59 TO S/L OF SEC,WLY ALG SAID S/L 76.63,NWLY211.15,WLY 382.04,NLY
SOUTHWEST RANCH FL	33331	1110	148.64,ELY624.93 TO POBAKA:PARCEL D

				30-50-40COMM AT INTERSECTION OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1661.26,S 1254.59TO S/L OF SEC,WLY 76.63 TO POB,NWLY 211.15,WLY 625.76,SLY 79.85TO P/T,SLY 50.35,ELY 795 TO POBTOG/W COMM AT INTERSEC OF E/L OFSAID SEC & S R/W/L OF SOUTH NEWRIVER CANAL,W 1661.26,S 960,W624.93 TO POB,S 148.64,NWLY243.72 TO P/C,NLY ALG CUR 139.86,E 235.42 TO POBAKA:PARCEL F TOG
AVENTURA	FL	33180		WITH PARCEL E 30-50-40VARIOUS RIGHTS OF WAY FORINGRESS & EGRESS LYING IN SE1/4& LYING S OF SOUTH NEW RIVERCANAL AS DESC'D IN
SOUTHWEST RANCH	FL	33330	2628	OR 5123/563,PER R/W MAP 13/81 30-50-40THAT PORTION OF PARCEL DESC AS:BEG AT INTERSEC OF E/L OF SAIDSEC 30 & S R/W/L OF SOUTH NEWRIVER CANAL(C-11), W 360,S 90,E 289.22,SE 42.56,S 204.81, E40. N ALG E/L OF SAID SEC 30325.01 TO POB LYING
FORT LAUDERDALE	FL	33301	1801	WITHIN R/WFOR GRIFFIN ROAD 30-50-40PORTION OF PARCEL DESC AS: BEGAT INTERSEC OF E/L OF SAID SEC30 & S R/W/L OF SOUTH NEW RIVERCANAL(C-11), W 360, S 90, E289.22,SE 42.56,S 204.81, E 40,N ALG E/L OF SAID SEC 30 325.01TO POB LESS POR LYING
SOUTHWEST RANCH	FL	33330	2628	WITHIN R/WFOR GRIFFIN ROAD
SOUTHWEST RANCH	FL	33331		DODDS ESTATE 96-23 BTRACT 1
SOUTHWEST RANCH	FL	33331		MAUREEN-JUDY ESTATES 97-9 BTRACT 1
SOUTHWEST RANCH	FL	33331		MAUREEN-JUDY ESTATES 97-9 BTRACT 2 ST PAUL LUTHERAN CHURCH 148-18 BPARCEL
SOUTHWEST RANCH	FL	33331		3 ST PAUL LUTHERAN CHURCH 148-18
FORT LAUDERDALE	FL	33301	1801	BDEDICATED THOROUGHFARES RIGHT OFWAYS PER SAID PLAT SLATER PLAT 171-21 BPARCEL A, LESS POR DESC AS: BEGNW COR PAR A, E 25, SW
PLAINVIEW	NY	11803		36.63,NLY 25 TO POB SLATER PLAT 171-21 BPOR PARCEL A DESC AS: BEG NWCOR PAR A, E 25, SW 36.63, NLY25 TO
SOUTHWEST RANCH	FL	33330		POB
NORTH BAY VILLAGE	FL	33141		SLATER PLAT 171-21 BPARCEL B PUBLIC FACILITY SAFETY COMPLEX174 57
SOUTHWEST RANCH	FL	33330	2628	BPARCEL A
SOUTHWEST RANCH	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40A POR OF TR 16 DESC AS:COMM ATNW COR OF NE1/4 SEC 31;E 15 TOPOB CONT E 877.46;S 330.16;W 397.66;N 185;W 484.53;N145.07 TO POB

			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1154 40TRACT 2 W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1113 40TRACT 3 E2/5 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1114 40TRACT 4 W1/2 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E
			100 OF TRACTS 2,4,5,6,7&8 ANDW 35 OF E 100
			OF TRACTS 49,50,51,52 & 53 AND N 20 OF
			TRACT 53LESS E 100 THEREOF TOG/W N 20
			OFTRACT 60 LESS W 50 THEREOF, ALLLESS
			THAT POR PER OR 47760/998 &LESS PT PER
			INSTR # 118993036 &LESS THAT POR AS PER
SOUTHWEST RANCH	l FL	33331	INSTR #119550809
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	40TRACT 14 W2/5 OF E1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
WESTON	FL	33327	40TRACT 3 W3/5 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	40TR 5 S 165 OF E1/2 LESS E 100
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1148 40TR 15
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1114 40TRACT 4 E1/2 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	2301 40TRACT 5 E1/2 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
CHARLOTTE	NC	28226	40TRACT 5 W1/2 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	40TRACT 6 E2/5 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
PEMBROKE PINES	FL	33029	3413 40TRACT 6 W3/5 OF W1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	2306 40TRACT 11 E1/2 OF E1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	40TR 11 W1/2 OF E1/2 LESS W 20.60
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N
SOUTHWEST RANCH	l FL	33331	20 FT OF E1/2 OF TR 20
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	40TR 11 W1/2 LESS E 265
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	2303 40TRACT 12 E1/2 OF E1/2
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33321	
		·	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1115 40TRACT 14 E3/5 OF E1/2

				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1135	40TRACT 14 W1/2 OF W1/2
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331	1146	40TR 16 THE W 499.53 OFS 185.00
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
				40TRACT 3 E1/2 OF S1/2 LESS E 100FT
SOUTHWEST RANCH	l FL	33331		THEREOF
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331		40TRACT 13 E1/2 OF E1/2
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331		40TRACT 14 E1/2 OF W1/2
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331		40TR 2 N1/2 OF E1/2 LESS E 100
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	ł FL	33331	1136	40TRACT 2 S1/2 OF E1/2 LESS E 100
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
				40TR 1 E1/2 OF S1/2LESS SW 172 AVE &
MIAMI	FL	33183		LESSSW 173 WAY
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	1 FL	33331	1153	40TRACT 1 N1/2 OF W1/2
001171114170777		00004		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	1 FL	33331		40TRACT 1 S1/2 OF W1/2
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
				40POR OF E1/2 OF TRS 4 & 5 DESCAS:COMM
				SW COR SAID E1/2 OF TR 5,N 165.06 TO POB,
				CONT N 105.04,E 25.01,N 65.38,E
COLITHIN/FOT DANICL	. FI	22224	1015	518.20,SE170.44,W 543.95 TO POBAKA: PROPOSED LOT 1
SOUTHWEST RANCH	1 FL	33331	1015	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
NEW YORK	NY	10286		40TRACT 4 N 165 OF E1/2LESS E 100
NEW TORK	INT	10200		FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	J =1	22221	2207	40TR 12 E1/2 OF W1/2
30011WE31 KANCI	IFL	33331	2301	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l El	33331	1120	40TR 13 E1/2 OF W1/2
30011WE31 NANOI	1 1 L	33331	1120	FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
				40POR OF W1/2 OF E1/2 OF TR 13DESC AS:
				COMM AT N1/4 COR OFSAID SEC 31, S ALG W/L
				OF NE1/4990.23 TO A PI ON N/L OF TR 13,E
				641.60, S 25 TO POB, E 320.06,S 305.11, W
SOUTHWEST RANCH	l FI	33331	2300	321.53, N 305.10 TOPOB
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E
				265 OF W/ OF TRACT 11 , TOGWITH W 20.60 OF
				W1/2 OF E1/2 OFTRACT 11, LESS THE N 25
SOUTHWEST RANCH	l FL	33331		THEREOF
				FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	l FL	33331		40TR 1 N1/2 OF E1/2,LESS E 100THEREOF
				·

			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40POR OF W1/2 OF E1/2 OF TR 12DESC AS: COMM AT N1/4 COR OFSAID SEC 31, S ALG W/L OF NE1/41650.39 TO A PI ON S/L OF TR 12,E 644.50, N 25 TO POB, N ALG W/LOF E1/2 OF TR 12 305.10, NELY321.53, S 305.11, SWLY 322.20
SOUTHWEST RANCH	FL 333	331 2300	TOPOB FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	FL 333	331	40TR 3 N1/2 OF E1/2 LESS E 100THEREOF FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N 25 OF THAT PT DESC AS: E 265OF W1/2 OF TRACT 11, TOG WITHW 20.60 OF W1/2 OF E1/2
SOUTHWEST RANCH	IFL 333	330	OF TRACT11 FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
WESTON	FL 333	326 1805	5 40TRACT 20 E1/2 LESS N 20 FTTHEREOF FLA FRUIT LANDS CO SUB NO 12-17 D 31-50- 40POR OF E1/2 OF TRS 4 & 5 DESCAS:COMM SW COR SAID E1/2 OF TR 5,N 270.10 TO POB, CONT N 225.16,E 542.52,SE 159.80,W 518.20,S65.38,W 25.01 TO POBAKA: PROPOSED
SOUTHWEST RANCH	FL 333	331 1015	
SOUTHWEST RANCH	FL 333	331	E4,17,N 269.78,E 140.84 TO POB FLA FRUIT LANDS CO SUB NO 12-17 D 31-50- 40TR 17 E1/2 & TR 17 E1/10 OF W1/2LESS R/W & LESS:COMM N1/4 SEC31,W 399.04,S 25 TO POB,E 329.46,SE42.13,S 275,W 359.04,N
SOUTHWEST RANCH	FL 333	331	305.08TO POB FLA FRUIT LANDS CO SUB NO 12-17 D 31-50- 40POR E1/2 TRACT 17 DESC AS:COMMN1/4 SEC 31,W 399.04 ALG N/L OFTR 17,S 25 TO POB,E 329.46,SE42.13,S 275.50,W 359.04,N 305.08TO
SOUTHWEST RANCH	IFL 333	331	POB FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH	IFL 333	331	40TR 18 W 294.47 OF E1/2

			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
			4050 STRIP OF LAND THAT LIES 25ON EACH
			SIDE OF FOLLOWING DESCC/L,BEG AT PT ON
			S/L OF TR 18THAT IS 50 W OF E/L,WLY ALG
			S/LOF SAID TR TO PT ON S/L 255 E OFW/L OF
			TR 31 TOGETHER WITH ALLLAND IN TR 30 & 31
			THAT LIESWITHIN 70 OF SAID DESC PT
			THATLIES ON S/L OF TR 31 & IS 255E OF W/L OF
SOUTHWEST RANCH FL	33330	2628	TR 31 AS PER R/W MAP13/81
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
SOUTHWEST RANCH FL	33331	1147	40TR 18 E1/2 LESS W 294.47
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
FORT LAUDERDALE FL	33346	0609	40TRACT 19 E1/2 LESS R/W
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
			40TR 21 E1/2 OF E1/2 & E 25 OFW1/2 OF E1/2
SOUTHWEST RANCH FL	33331	2201	LESS R/W
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N
			25 OF NW1/4 OF SAID SEC THATIS 255 E OF W/L
			TOGETHER WITHALL LANDS LYING WITHIN 70
			OFSAID PT,LESS PT INC'D INOR 16268/987,LESS
			P/P/A WILLIAMSPLAT 173-145 B;AS PER R/W
SOUTHWEST RANCH FL	33330	2628	MAP13/81
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
			40ALL THAT LAND IN TRS 17,18,19,21,22,23,24,33
			THRU 39,57 THRU60 THAT LIES WITHIN 50 FT
			OF THEN/S CENTER OF SEC LINE, LESS PTDESC
			IN OR 9574/126 & LESS THATPT OF TR 39 DESC
SOUTHWEST RANCH FL	33330	2628	IN OR 18839/636FOR RD PER R/W MAP 13/81
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-
			40POR OF E1/2 OF TR 6 DESC AS:BEGNW COR
			OF E1/2 OF SAID TR 6;E 50 TO P/C;SLY & ELY AN
			ARCDIST 77.18 TO W LINE OF E1/2 OFTR 6;N 50
SOUTHWEST RANCH FL	33330	2628	TO POB FOR R/R/W
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S
SOUTHWEST RANCH FL	33331	2300	25 OF W1/2 OF E1/2 OF TR 12
			FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N
SOUTHWEST RANCH FL	33331	2300	25 OF W1/2 OF E1/2 OF TR 13
			CHAMBERS LAND CO SUB NW1/41-5A B 32-50-
			40TR 13 LESS E 375 & LESS S 150,& LESS W
			50.LESS N 25 &LESS 25 FT ROD ARC LYINGIN
SOUTHWEST RANCH FL	33331	1222	NW1/4 OF SAID PARCEL
			CHAMBERS LAND CO SUB NW1/41-5A B 32-50-
			40S 150 OF TR 13 LESS E 375 & LESSTHAT PT
SOUTHWEST RANCH FL	33331	1222	LYING 55 E OF W/L OF SEC
	- •		CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40
			POR OF TRACT 14LYING WITHIN 55 E OF W/L
SOUTHWEST RANCH FL	33330		OF NW1/4 OF SAID SEC 32
			

		CHAMBERS LAND CO SUB NW1/41-5A B 32-50-40
		POR TRACT 13,S150 LYING 55 WITHIN E OF W/L
SOUTHWEST RANCH FL	33330 2628	OFSAID SECTION 32
SOUTHWEST RANCH FL	33331	BELLA ACRE ESTATES 177-58 BLOT 1
SOUTHWEST RANCH FL	33331	BELLA ACRE ESTATES 177-58 BLOT 8
	00001	BELLA ACRE ESTATES 177-58 BPARCEL A
SOUTHWEST RANCH FL	33331	(ROAD)

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council
Steve Breitkreuz, Mayor
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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Jeff Katims **DATE**: 8/14/2025

SUBJECT: Resolution Approving the Fernandez Villas Plat

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The petitioners request plat approval for five single-family lots on 10.45 acres located at the northwest corner of SW 178th Avenue and Stirling Road.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description Upload Date Type

Resolution - TA Approved 8/8/2025 Resolution

Agenda report	8/6/2025	Executive Summary
Plat	8/6/2025	Exhibit
Survey	8/6/2025	Exhibit
1500' Mail Notice Map	8/6/2025	Backup Material
Mailing List	8/6/2025	Backup Material

RESOLUTION NO. 2025-

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. PL-67-24, FERNANDEZ VILLAS PLAT, COMPRISING FIVE SINGLE-FAMILY DWELLING LOTS ON 10.4 ACRES; GENERALLY LOCATED AT THE NORTHWEST QUADRANT OF SW 178TH AVENUE AT ITS INTERSECTION WITH STIRLING ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Two Sister's Nursery, Inc. ("Petitioner") submitted Application No. PL-67-24 to subdivide 10.45 gross acres into five lots; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed plat complies with the requirements of the Town's Unified Land Development Code ("ULDC").

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

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

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony, and the evidence submitted at a duly noticed public hearing held on August 14, 2025, the Town Council hereby approves Plat Application No. PL-67-24, Fernandez Villas Plat legally described and attached as Exhibit "A" hereto, subject to the following conditions that shall obligate the Petitioner, its successor or assigns:

- 1. Demolish the metal storage building on future Lot 3 prior to issuance of any building or engineering permits for the plat.
- 2. Obtain all requisite permits for either converting the garage building on Lot 1 into a single-family dwelling, or constructing a separate single-family dwelling on Lot 1, prior to the Town issuing building permits for vertical construction on any of lots 2, 3 or 5. The purpose of this condition is to ensure that the existing detached garage building does not become a long-term impermissible principal use once the plat is recorded and the building occupies its own lot. The remodeled garage building or new single-family residence on Lot 1 must be issued a certificate of occupancy before a certificate of occupancy is issued for any of lots 2, 3 or 5.
- 3. Provide a shared driveway maintenance agreement in a form acceptable to the Town Attorney for recordation in the Broward County Public Records.

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

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

PASSED AND ADOPTED by the Town		
Ranches, Florida, this 14th day of August 202		and
seconded by	·	
Breitkreuz	Ayes	
Hartmann	Nays	
Allbritton	Absent	
Jablonski	Abstaining	
Kuczenski		
	Steve Breitkreuz, Mayor	
ATTEST:	Store D. State Suzy . Tuye.	
Debra Ruesga, CMC, Town Clerk		
Approved as to Form and Correctness:		
Keith Poliakoff, J.D., Town Attorney		

1001.062.2025

EXHIBIT "A"

LEGAL DESCRIPTION:

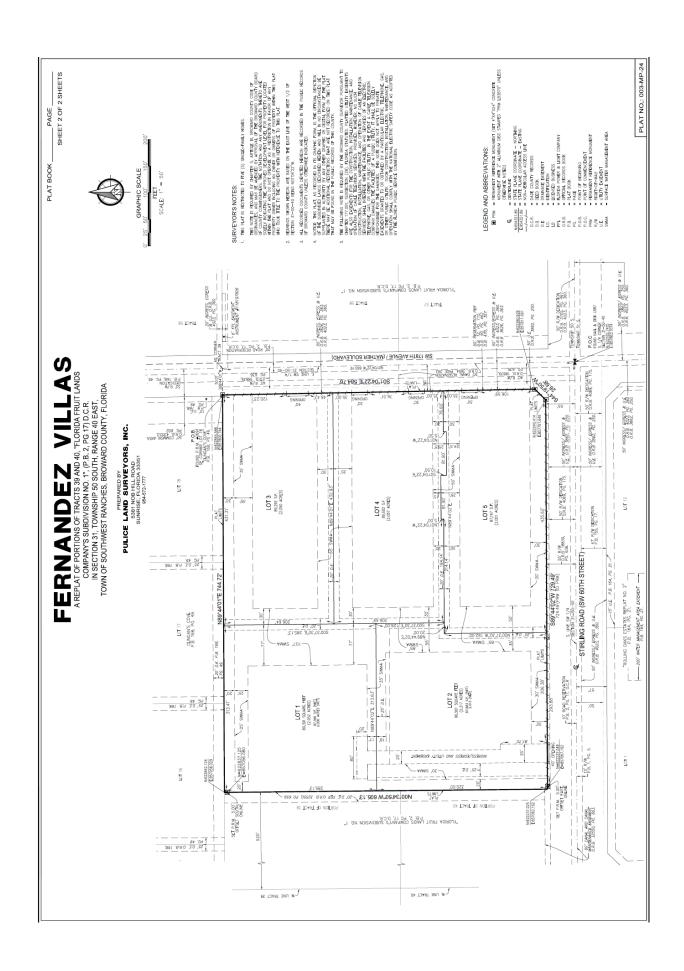
A PORTION OF TRACTS 39 AND 40 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" IN THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION SAID SECTION 31; THENCE NORTH 01°04'22" WEST ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 31 FOR 660.19 FEET TO THE NORTHEAST CORNER OF SAID TRACT 39; THENCE SOUTH 89°44'01" WEST ON THE NORTH LINE OF SAID TRACT 39 FOR 50.01 FEET TO THE INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 39 AND 40, THE POINT OF BEGINNING; THENCE SOUTH 01°04'22" EAST ON SAID PARALLEL LINE FOR 584.76 FEET; THENCE SOUTH 44°19'50" WEST 28.68 FEET TO THE INTERSECTION WITH A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89°44'02" WEST ON SAID PARALLEL LINE 729.49 FEET TO THE INTERSECTION WITH A LINE 520.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACTS 39 AND 40; THENCE NORTH 00°34'51" WEST ON SAID PARALLEL LINE 605.13 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID TRACT 39; THENCE NORTH 89°44'01" EAST ON SAID NORTH LINE 744.72 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, CONTAINING 452,012 SQUARE FEET (10.377 ACRES), MORE OR LESS.

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	FERNANDEZ VILLAS A REPLAT OF PORTIONS OF TRACTS 39 AND 40, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", (P.B. 2, PG 17) D.C.R. IN SECTION 31, TOWNISHIP 60 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA	PLAT BOOK FAGE SHEET 1 OF 2 SHEETS
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		CENTRIATE OF AUTHORIZATION NO. LEISERO PLAT NO.: 003-MP-24



TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

DATE: August 14, 2025

SUBJECT: Plat Application PL-67-24; Fernandez Villas Plat

ADDRESS: 5879 SW 178 Avenue; generally located at the northwest corner of

Mather Boulevard and Stirling Road

OWNER/
PETITIONER:

Two Sister's Nursery, Inc.

AGENT: Pulice Land Surveyors, Inc.

ZONING: RR, Rural Ranches District

LAND USE PLAN

DESIGNATION: Rural Ranches

REQUEST: Plat approval to subdivide 10.45 acres into 5 lots

EXHIBITS: Staff Report, Aerial Photograph, Survey, Plat, Site Improvement

Plan, Mail Notification Radius Map and Mailing List.

BACKGROUND:

Request: plat approval for five single-family lots on 10.45 acres located at the northwest corner of SW 178th Avenue and Stirling Road.

Lot area and dimensions. The Property's Rural Ranches zoning and land use designations require a minimum 2.0 net acres of area and 125 feet of width for each lot. Each proposed lot measures just over 2.0 net acres and has a minimum width of at least 192 feet. The plat does not dedicate any right -of-way for SW 178th Avenue or Stirling Road, as both roadways have sufficient existing rights-of-way sections.

Existing improvements. A single-family residence is located on what would be Lot 4, a detached garage is situated on what would be Lot 1, and a storage building is located on what would be Lot 3. The single-family residence and detached garage will remain. Both will comply with setback and plot coverage requirements. The detached garage will be converted into, or made part of, a new single-family home. The storage building will be demolished.

Access and rights-of-way. All lots access either Stirling Road or SW 178th Avenue except for Lot 1, which will access Stirling Road through a driveway shared with Lot 2.

Drainage, utilities and public facilities. All lots will be served by septic tanks and wells. SBDD has approved the plat. The plat satisfies all concurrency requirements.

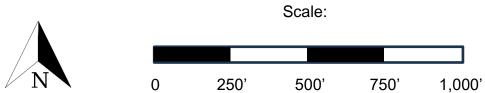
RECOMMENDATION:

Staff finds that the proposed plat complies with the requirements of the Unified Land Development Code and recommends approval subject to the following conditions:

- 1. Petitioner, its successors or assigns shall demolish the metal storage building on future Lot 3 prior to issuance of any building or engineering permit for the plat.
- 2. Petitioner, its successors or assigns must obtain all requisite permits for either converting the garage building on Lot 1 into a single-family dwelling, or constructing a separate single-family dwelling on Lot 1, prior to the Town issuing building permits for vertical construction on any of lots 2, 3 or 5. The purpose of this condition is to ensure that the existing detached garage building does not become a long-term impermissible principal use once the plat is recorded and the building occupies its own lot. The remodeled garage building or new single-family residence on Lot 1 must be issued a certificate of occupancy before a certificate of occupancy is issued for any of lots 2, 3 or 5.
- 3. A shared driveway maintenance agreement shall be recorded in the Broward County Public Records once approved as to form by the Town Attorney.

PL-67-24 AERIAL LOCATION MAP





Close-Up Aerial View

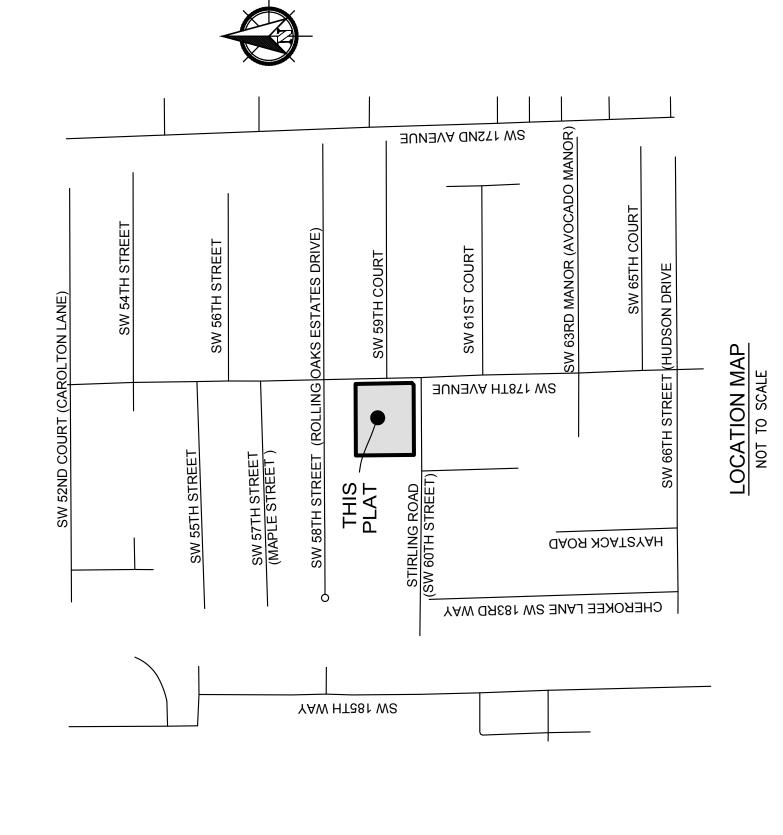


August 14, 2025 Regular Meeting

LAND(EPLAT OF PORTIONS OF TRACTS 39 AND 40, "FLORIDA FRUIT LAN COMPANY'S SUBDIVISION NO. 1", (P.B. 2, PG 17) D.C.R. IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA A REPL

S N PREPARED BY LAND SURVEYORS, PULICE

5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 954-572-1777



SET THEIR HANDS AND 202___.

IN WITNESS WHEREOF: TWO SISTERS NURSERY, INC., A FLORIDA CORPORATION, HAVE HEREUNTO SEALS IN THE PRESENCE OF THESE TWO WITNESSES THIS _____ DAY OF ________

MILEXYS FERNANDEZ
PRESIDENT

PRINT NAME:

WITNESS:

PRINT NAME:

WITNESS:

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4. NO IMPROVEMENTS, TREES OR ENCROACHMENTS INCLUDING UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) OR LANDSCAPING ARE ALLOWED WITHIN EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT WITHOUT THE APPROVAL OF AND A PERMIT FROM THE SOUTH BROWARD DRAINAGE DISTRICT. IT IS THE INTENT OF THIS PROVISION THAT ALL UTILITIES (EXCEPT FOR OVERHEAD POWER, CABLE OR TELEPHONE LINES WITH A MINIMUM 25 FOOT CLEARANCE) PROPOSED TO BE CONSTRUCTED WITHIN UTILITY EASEMENTS THAT CROSS OR COINCIDE WITH EASEMENTS DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT.

3. THE DRAINAGE EASEMENTS AND SURFACE WATER MANAGEMENT AREAS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE SOUTH BROWARD DRAINAGE DISTRICT, FOR DRAINAGE PURPOSES, WITH PERPETUAL MAINTENANCE OBLIGATION OF THE PROPERTY OWNERS, ITS SUCCESSORS AND ASSIGNS.

KNOW ALL MEN BY THESE PRESENTS: THAT TWO SISTERS NURSERY, INC., A FLORIDA CORPORATION, OWNER OF THE LANDS DESCRIBED HEREON, HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "FERNANDEZ VILLAS", A REPLAT.

DEDICATION:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION SAID SECTION 31; THENCE NORTH 01°04'22" WEST ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 31 FOR 660.19 FEET TO THE NORTHEAST CORNER OF SAID TRACT 39; THENCE SOUTH 89°44'01" WEST ON THE NORTH LINE OF SAID TRACT 39 FOR 50.01 FEET TO THE INTERSECTION WITH A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 39 AND 40, THE POINT OF BEGINNING; THENCE SOUTH 01°04'22" EAST ON SAID PARALLEL LINE 55.00 FEET NORTH OF AND PARALLEL LINE 729.49 FEET TO THE INTERSECTION WITH A LINE 520.00 FEET EAST OF AND PARALLEL LINE OF SAID TRACTS 39 AND 40; THENCE NORTH 00°34'51" WEST ON SAID PARALLEL LINE OF SAID TRACTS 39 AND 40; THENCE NORTH LINE OF SAID TRACT 39; THENCE NORTH 89°44'01" EAST ON SAID NORTH LINE 744.72 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA, CONTAINING 452,012 SQUARE FEET (10.377 ACRES), MORE OR LESS.

THE BOOK 2, PAGE CRIBED AS

A PORTION OF TRACTS 39 AND 40 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" IN SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT E 17, OF THE PUBLIC RECORDS OF MIAMI—DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCFOLLOWS:

LEGAL DESCRIPTION:

1. THE INGRESS/EGRESS EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE OWNERS OF LOTS 1 AND 2, THEIR SUCCESSORS AND/OR ASSIGNS, FOR PRIVATE DRIVEWAY PURPOSES.

2. THE UTILITY EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

MORTGAGEE CONSENT:
KNOW ALL MEN BY THESE PRESENTS: THAT WALDORF INVESTMENTS, INC, A FLORIDA CORPORATION, OWNER AND HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREON, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATIONS AS SHOWN HEREON.

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WALDORF INVESTMENTS, INC, A FLORIDA CORPORATION,	ВҮ:	NAME; TITLE:			
WITNESS:	PRINT NAME:	COLINE	WILNESOS:	PRINT NAME:	

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ACKNOWLED	STATE OF FLORIDA COUNTY OF

ENCE OR NURSERY, INC.,

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF BROWARD

IDENTIFICATION 202 DAY OF WITNESS: MY HAND AND OFFICIAL SEAL THIS

STATE

NOTARY PUBLIC

MY COMMISSION EXPIRES:

FLORIDA

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STATE

NOTARY PUBLIC

PRINT NAME:

202

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WITNESS: MY HAND AND OFFICIAL SEAL THIS

MY COMMISSION EXPIRES:

COMMISSION NUMBER:

Page 51 of 184

COMMISSION NUMBER:

SURVEYOR
COUNTY
SURVEYOR
TOWN CLERK

SHEETS $^{\circ}$ SHEET 1 OF PLAT BOOK

		"
		TOWN OF SOUTHWEST BANCHES

TOWN OF SOUTHWEST RANCHES	ND ACCEF	OF SOUTHWEST KANCHES, FLORIDA, THIS DAY OF, 202	CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING	WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

IOWN CLERK	ISTRICT:	PRIOR TO DEVELOPMENT OF THIS PROPERTY, OWNER SHALL CONTACT THE SOUTH BROWARD DRAINAGE	DRAINAGE/FLOWAGE/STORAGE/CANAL EASEMENTS OR OTHER	DEDICATIONS WHICH MAY BE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT FOR DRAINAGE. PURPOSES.
SIEVE BREIIKREUZ, MAYOR	SOUTH BROWARD DRAINAGE DISTRICT:	PRIOR TO DEVELOPMENT OF THIS PROPERTY, C	DISTRICT FOR DETERMINATION OF ADDITIONAL (DEDICATIONS WHICH MAY BE REQUIRED BY THE PURPOSES.

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THIS PLAT IS HEREBY APPROVED THIS

DATE

DISTRICT DIRECTOR

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BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT	THIS

BY:

DIRECTOR/DESIGNEE	DATE	
ROWARD COUNTY PLANNING COUNCIL	-ANNING COUNCIL:	
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BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS—OF—WAY FOR TRAFFICWAYS THIS ————————————————————————————————————

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EXECUTIVE DIRECTOR OR DESIGNEE

OWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES PARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:	IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA
OUNTY FINANCE ANI , COUNTY RECORD	THAT THIS PLAT COMPLIES
OWARD CO PARTMENT	IS TO CERTIFY:

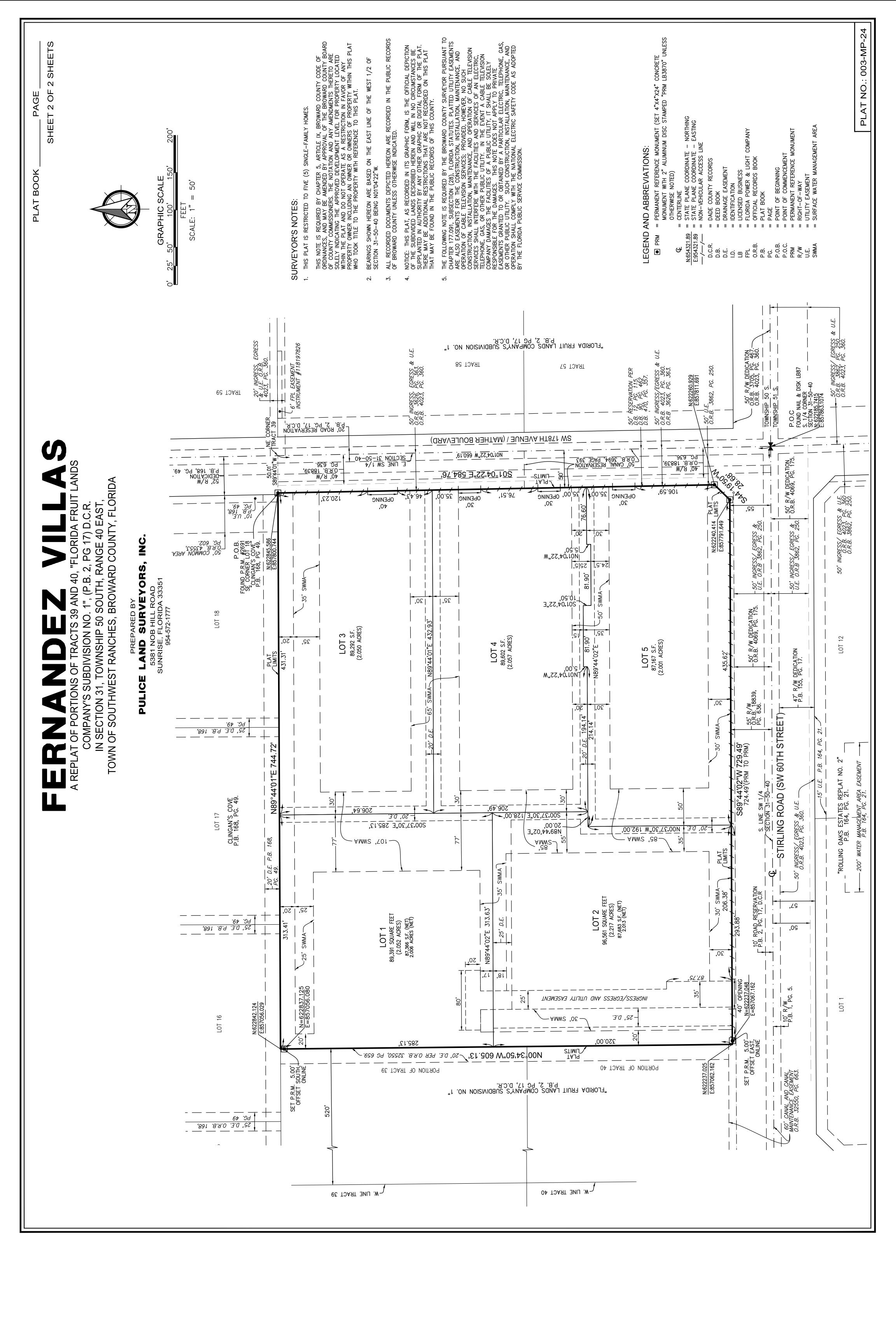
BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION: THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES. AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD	RIDA, THIS DAY OF
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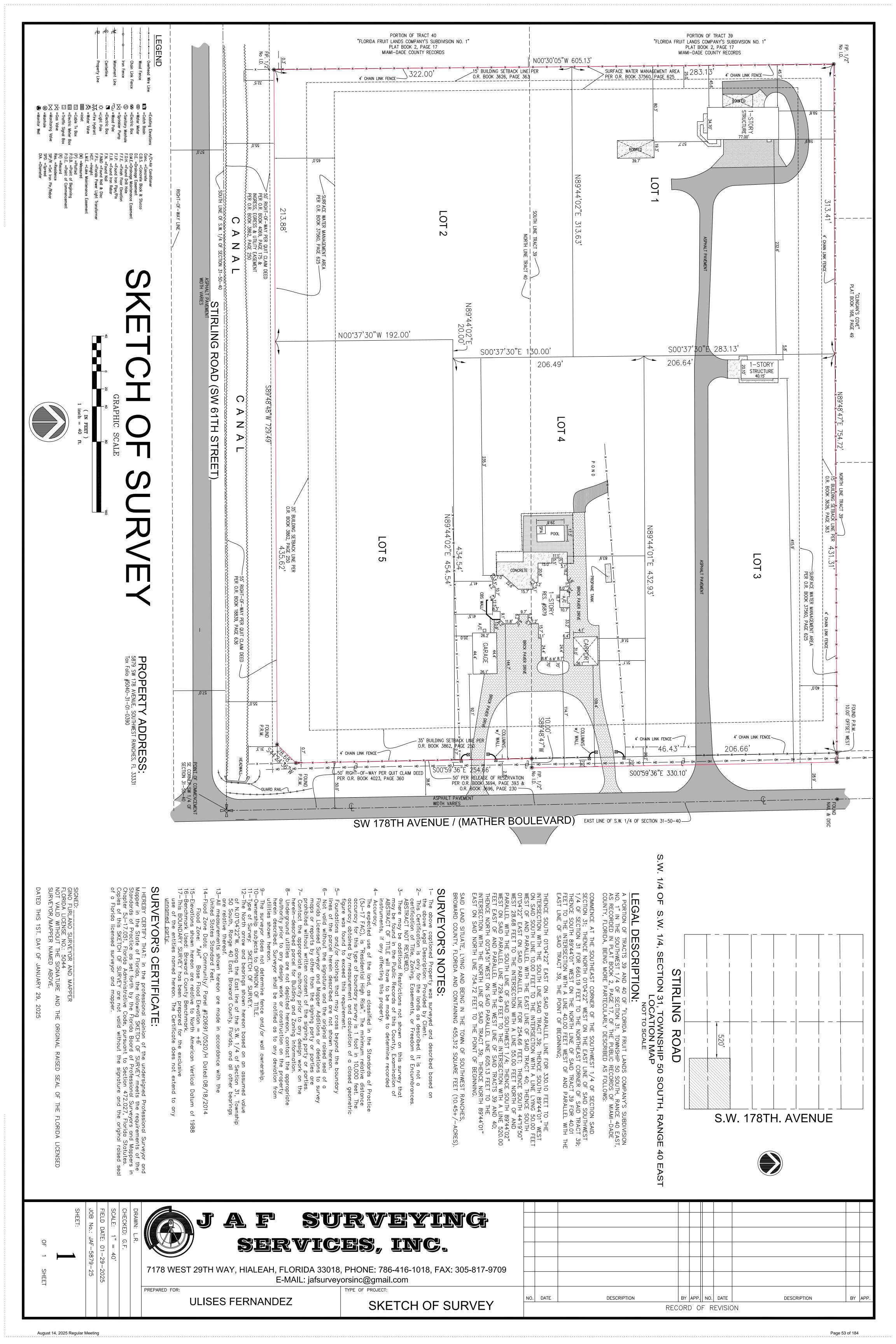
MAYOR,

	DATE		EER	
	TORNESE	DIRECTOR	FLORIDA PROFESSIONAL ENGINEER	REGISTRATION NO. 40263
BY:				
BY:	ROBERTO CHAVEZ DATE	PROFESSIONAL SURVEYOR AND MAPPER	FLORIDA REGISTRATION NO. LS7280	

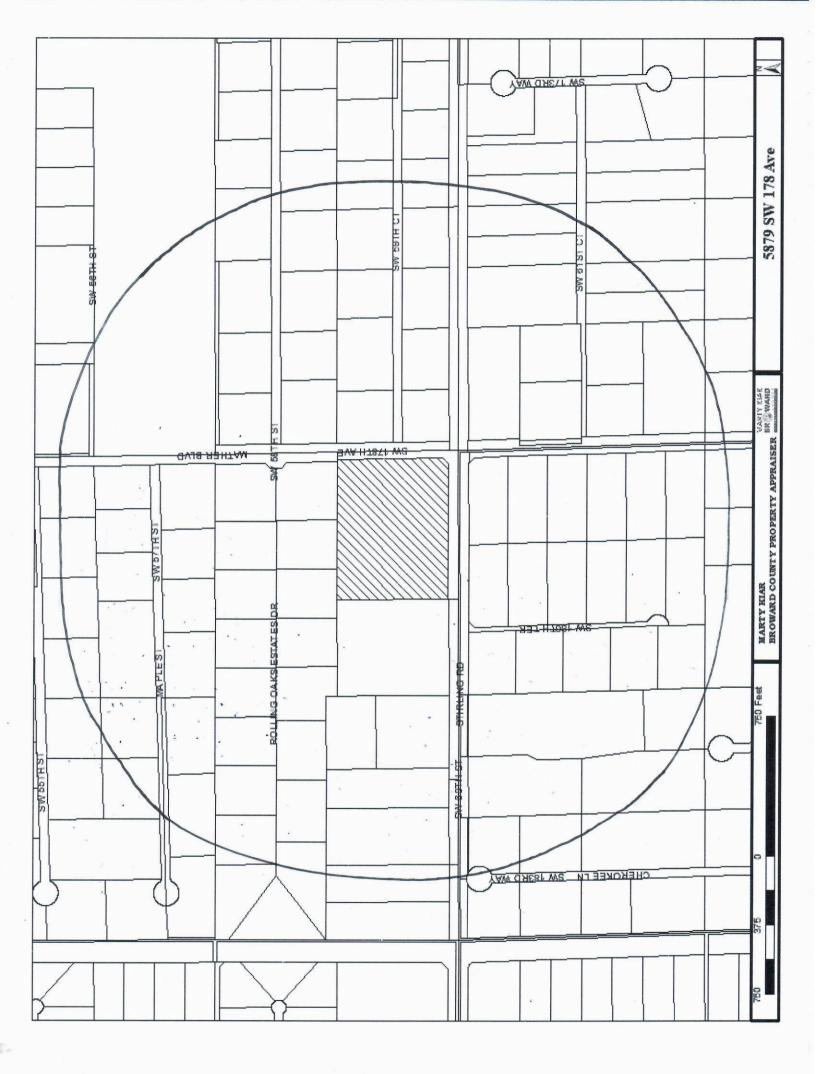
I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177. SURVEYOR'S CERTIFICATION:

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FOLIO_NUMB	NAME	ADDRESS_LI
504031010015	SOUTH BROWARD DRAINAGE DISTRICT	6591 SW 160 AVE
504031010110	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010150	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010151	FL INVESTMENTS 1936 LLC	3825 HERON RIDGE LN
504031010154	GONZALEZ,SAMUELARNAIZ,SUZETTE M	17600 SW 58 ST
504031010155	VELEZ,JOSE JR & KARLA	5650 SW 178 AVE
504031010157	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010190	HASFORD,MATTHEW K H/ESAKYIBEA,VICTORIA	18000 SW 57 ST
504031010192	FONTANA,NICOLA & DANIELA	17980 SW 57 ST
504031010324	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010340	MARSHALL,MICHAEL B & SANDRA M	18000 SW 55 ST
504031010341	GARCIA,VLADIMIRPEREZ,TERESITA	17950 SW 55 ST
504031010342	LOPEZ,YODALYVINAS,PEDRO	17850 SW 55 ST

504031010343	LOY,JUAN P & ROSARIO	5510 SW 178 AVE
504031010350	ADKINS,SCOTT P & JENNIFER L	18051 SW 57 ST
504031010351	BREITWEG,MARLYNN	17851 SW 57 ST
504031010352	DAVIS,MICHAEL	17901 SW 57 ST
504031010353	MUNSON,GORDON J & NANCY	17801 SW 57 ST
504031010360	FERRER-NIURKA NICOLEFERRER-GONZALEZ,GUSTAVO	17900 SW 57 ST
504031010361	GONZALEZ,BRANDON F & CATHLEEN M	17800 SW 57 ST
504031010390	TWO SISTERS NURSERY INC	5879 SW 178 AVE
504031010391	EQUESTRIAN INVESTMENTS LLC	18001 STIRLING RD
504031010392	DOMINGUEZ,EDUARDO JR & CYNTHIA	18101 STIRLING RD
504031010394	SKY I REAL ESTATE LLC	4450 NW 36 ST
504031010395	SKY I REAL ESTATE LLC	4450 NW 36 ST
504031010396	GONZALEZ,MIQUEL D & MARIAN R	18221 SW 60 ST
504031010460	18100 SW 55 ST LLC	18100 SW 55 ST
504031010465	ADKINS,SUSAN	18201 SW 57 ST
504031010467	MEHMEDOF,ARECIAARECIA ANTONIA MEHMEDOF REV TR	18121 SW 57 ST

504031010486	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504031010490 504031010540 504031010551	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES CAMILO A ELIZALDE LIV TR SMITH,ROBERT HUSAIN,SULAIMAN& LALITA D H/EHUSAIN,MANSUR ALI	13400 GRIFFIN RD 17490 SW 58 ST 17451 SW 59 CT
504031010562 504031010570 504031010571 504031010572 504031010573	& BIBI NAFEZA MARTI,HILDA S & N BROWARD LLC STUBBE,CATALINA & HERMANN J BRINEGAR,WILLIAM B & ELIZABETH T	17450 SW 59 CT 17550 SW 59 CT 15291 NW 60 AVE SUITE 105 17700 SW 59 CT 17740 SW 59 CT
504031010580	LUPO,DANIEL & CHRISTINE A	17601 SW 59 CT
504031010581 504031010582	PEREZ,RAFAEL CASTROCASTRO,MARCIA KLC FURNITURE CORP	17711 SW 59 CT 15500 NEW BARN RD #202
504024040502	TOWN OF SOUTHWEST RANCHES	42400 CDIEFIN DD
504031010583 504031010584 504031010590 504031010591 504031010592	MONTGOMERY, MICHAEL & JENNIFER SANJENIS, LOURDESLOURDES SANJENIS REV TR NICIEZA, FAUSTO & TENDERO, ALYNE SILTEK REAL ESTATE LLC	13400 GRIFFIN RD 5900 SW 178 AVE 17700 SW 58 ST 17500 SW 58 ST 4403 DOGWOOD CIR
504031010600	ISMAEL,PABLO AHMEDRAJLAI,CATALINA	17501 SW 58 ST
504031010601	KNIGHT,MATTHEW G & ERICA M	17601 SW 58 ST
504031010630	GAUDIANO,SARA E,TREVINO,HTREVINO,R % VEGA,ESTEBAN	3001 SW 97 CT
504031010632	GAUDIANO,SARA E,TREVINO,HTREVINO,R % VEGA,ESTEBAN	3001 SW 97 CT
504031010642 504031050020 504031050030	GAUDIANO,SARA E,TREVINO,HTREVINO,R % VEGA,ESTABAN HARRELL ESTATES LLC VAZQUEZ,ASDEL	3001 SW 97 CT 4182 S UNIVERSITY DR 1650 SW 145 AVE
504031050040 504031060010	PUBLIC LAND% TOWN OF SOUTHWEST RANCHES SCOTT,MARCIASCOTT,SAMUEL DAROCO IRREV TRPERDOMO ARGIZ,CONCEPCION	13400 GRIFFIN RD 4548 N HIATUS RD
504031100010 504031100020 504031100030 504031100040 504031100050 504031100060 504031100070 504031100080 504031100090	TRSTEE CRANDELL, VENESSA CHRISTINA INESTROZA, SILVANA VALDES, ANGELA F & CARLOS L FISHER, YADIRA & MICHAEL DAVIDSON, BRUCE DORFMAN, ARI & KAREN KASOFSKY, ANNETTEANNETTE KASOFSKY REV TR SAWYER, JONATHAN D JRSAWYER, KRISTEN NIEVES	17803 SW 58 ST 10830 SE WESTLAND LN 17807 ROLLING OAKS ESTATE DR 17809 ROLLING OAKS ESTATES DR 17811 SW 58 ST PO BOX 24 17815 ROLLING OAKS ESTATES DR 17817 SW 58 ST 17819 SW 58 ST

504031100110 504031100120 504031100130 504031100140 504031100150 504031100160 504031100170	JORDAN,BRITTNEY H/ERHODES,XAVIER DAVID,LAVONTE GARCIA,ART APEREZ,FLORA R PINERO,MARIA LORENARODRIGUEZ,DANIEL ALBERTO OSPINA,RODRIGOPOSADA,MELISSA SIERRA MILLER,LAMARLAMAR MILLER REV TR DE LA CRUZ,ARTURO & JOAN PEREZ	17816 SW 58 ST 17814 SW 58 ST 17812 ROLLING OAKS ESTATES DR 17810 SW 58 ST 17808 ROLLING OAKS ESTATES DR 17806 SW 58 ST 17804 SW 58 ST
504031100180 514006010014 514006010101 514006010110 514006010111 514006010120 514006010121	THEODORE A BRIDGEWATER JR LIV TRBRIDGEWATER,THEODORE A JR TRIANA,MICHELOLYMPIANS FAM IRREV TR ETAL SPILKIN,MARTIN LESTER,ORON L & BARBARA L DOURVETAKIS,KYRIAKOS & F GOULD,LAUREN R HAYS,EDWARD CHARLES & LAUREN Y	17804 SW 58 ST 17802 SW 58 ST 17501 SW 61 COURT 17431 SW 61 CT 17570 SW 61 CT 17511 SW 61 CT 17621 SW 61 CT 17600 SW 61 CT
514006010121 514006010122 514006010150 514006010160	SEEBER, FRANKLIN D JR FEIGENBAUM, LEWIS & MARIA PEREZ, CARLOS & INES PATRICIA	17610 SW 61 CT 17620 SW 61 CT 17710 SW 61 CT
514006010245 514006010246	OLIVARES,FERNANDO COLUNGA MIDTOWN WEST PROPERTIES INCC/O JESSICA DEWIT	6010 SW 178 AVE 6230 SW 178 AVE
514006010248	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
514006010249	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
514006010300	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
514006020010 514006020011	EDUARTE,JUAN & ANA L RICH,JEFFREY MMATHEWS,SOCORRO M	6030 SW 183 WAY 6100 SW 183 WAY
514006020110	LAKE HOUSE HOLDINGS LLC	PO BOX 266948
514006020111	SWIFT,RYAN & NATALIE	18120 STIRLING RD
514006020121	18210 SW 60TH LLC	18210 SW 60 ST
514006020122 514006020240 514006020250	GUTIERREZ,HERNANDOMORALES,NERINA EL-HADDAD,MOUSTAFA & FAIKA BUZZELLA,BETTY LOU	6301 SW 181 LN 6300 SW 181 LN 6200 SW 183 WAY
514006020290	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
514006020310	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
514006020320 514006080010 514006080011	TOWN OF SOUTHWEST RANCHES NGUYEN,HOANG FLORES,FRANCISCO H/EFLORES-LALINDA,MARIA F	13400 GRIFFIN RD 1440 NW 144 AVE 17851 SW 63 MNR

514006080020	SW RANCHES MANOR LLC	2110 NW 23 AVF
514006090010	VIDAL, RUBEN	3109 JUNIPER LN
514006090020	ALTERMAN, JOSEPH H	17651 SW 61 CT
514006120010	BUCKLEY,JOSEPH & CAROL	6051 SW 180 TER
514006120010	EWERTON VAIRO, LUCIANNE PIRESVAIRO, RICHARD	6101 SW 180 TER
514006120030	BANARJEE,THOMAS & MARY	6151 SW 180 TER
514006120040	CALDERBANK.JOHN	6201 SW 180 TER
514006120050	SWR ESTATE LLC	14210 SW 16 TER
514006130010	RIVERA RIVERA,INDIRA	6050 SW 180 TER
514006130020	DELVA,GESNER & ROSE	6080 SW 180 TER
514006130030	CHEN,XINYU,DI	6130 SW 180 TER
514006130040	BCM CORP	6151 SW 180 TER
514006130050	BCM CORP	6151 SW 180 TER
514006130060	CALDERBANK.JOHN	6251 SW 180 TER
514006130070	MARONAS,IDALMIS	6201 SW 178 AVE
514006130080	SINHA,NIRANJAN N & VICENTA	6820 LOCH NESS DR
514006130090	LMSF 22 LLC	1555 NE 123 ST
514006130100	DE MARIA, JOSEPH A	6051 SW 178 AVE
514006130110	ARCE,RAMONVALLADARES-ARCE,MARLENE	5301 W SAXON CIR
514006130110	ALEXANDER, COLBY	6001 SW 178 AVE
514006190010	BLANCO, RUBEN & LISETTE M	6280 SW 178 AVE
514006190010	SCHMIDT,ANA & ARIEL	17701 SW 63 MNR
314000130020	OUT INTELL , AIVA & AIVILL	TITUL SW 03 WINK

33331

SOUTHWEST RANCHES FL

SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	2227
SOUTHWEST RANCHES	FL	33331	2245
SOUTHWEST RANCHES	FL	33331	2216
SOUTHWEST RANCHES	FL	33331	2223
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	EI	33331	
MIAMI	FL	33166	
MIAMI	FL	33166	
IVIIZAVII	1 -	33100	
SOUTHWEST RANCHES	FL	33331	1609
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	2231
SOUTHWEST RANCHES	FL	33331	2229

SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES	FL	33330 33331 33331	2628 2343
SOUTHWEST RANCHES SOUTHWEST RANCHES MIAMI LAKES SOUTHWEST RANCHES SOUTHWEST RANCHES	FL FL FL	33331 33331 33014 33331 33331	2344 2346 2350
SOUTHWEST RANCHES		33331	2347
SOUTHWEST RANCHES HIALEAH	FL FL	33331 33014	
SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES WESTON	FL FL	33330 33331 33331 33331 33331	2628
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	2335
MIAMI	FL	33165	
MIAMI	FL	33165	
MIAMI DAVIE MIAMI	FL FL FL	33165 33328 33175	
SOUTHWEST RANCHES SUNRISE	FL FL	33330 33351	2628 7944
SOUTHWEST RANCHES DAYTON SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES	OR FL FL FL	33331 97114 33331 33331 33331	8043
PARKSVILLE SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES	FL	12768 33331 33331 33331	0024

SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES	FL FL FL FL	33331 33331 33331 33331 33331 33331 33331	
SOUTHWEST RANCHES	FL FL FL FL FL FL FL FL	33331 33331 33331 33331 33331 33331 33331 33331 33331 33331	1718 1717 1720 1720 1720
SOUTHWEST RANCHES SOUTHWEST RANCHES		33331 33331	
SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES SOUTHWEST RANCHES		33331 33331	1640
FORT LAUDERDALE	FL	33326	6948
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	1610
SOUTHWEST RANCHES SOUTHWEST RANCHES SOUTHWEST RANCHES	FL	33331 33331 33331	1632 1642
SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES	FL	33330	2628
SOUTHWEST RANCHES PEMBROKE PINES	FL	33330 33028	2628
SOUTHWEST RANCHES	FL	33331	1736

MIAMI	FL	33142	
DAVIE	FL	33330	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
MIAMI	FL	33175	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	1603
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	1622
MIAMI LAKES	FL	33014	
NORTH MIAMI	FL	33161	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	2877
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	
SOUTHWEST RANCHES	FL	33331	

LEGAL

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E 100 OF TRACTS 2,4,5,6,7&8 ANDW 35 OF E 100 OF TRACTS 49,50,51,52 & 53 AND N 20 OF TRACT 53LESS E 100 THEREOF TOG/W N 20 OFTRACT 60 LESS W 50 THEREOF, ALLLESS THAT POR PER OR 47760/998 &LESS PT PER INSTR # 118993036 &LESS THAT POR AS PER INSTR #119550809

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 40 E 50 & S 50,TR 41 S 50,LESS THAT PT OF W 453.70 OF E907.40 OF TR 41 LYING WITHIN 550F S/L OF SEC & LESS THAT PTOF TR 40 DESC IN OR 18839/636FOR RD;AS PER R/W MAP 13/81

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40THAT PART OF TRS 49,50,51,52,61,62,63 & 64 DESC'D AS,COMM AT NWCOR OF SE1/4 OF SEC 31,SLY FOR660.17 TO POB,ELY 1995.00 TO PT,NLY 660.26,ELY ALG N/L OF SE1/4500.44,SLY 1320.55,WLY ALG S/LOF TRS 52 & 61 FOR 2518.13,NLY660.17 TO POB

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 60 E1/2 OF W1/2 LESS N 20& LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 59 W1/2 OF E1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 60 W1/2 OF W1/2 LESSW 50 & LESS N 20 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT ON S/L OF TR 60 THATIS 50 E OF W/L,ELY ALG S/L OFTR 60 & 53 TO PT ON S/L TR 53THAT IS 170 W OF E/L OF TR 53,TOGETHER WITH ALL LAND IN TR 53& 54 THAT LIES ON S/L OF TR 53& IS 170 W OF E/L OF SAID TRPER R/W MAP 13/81

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRACT 36 DESC AS BEG NECOR OF TRACT 36,SLY 330.08 TO SECOR,WLY 1309.06 TO SW COR OF TR36,NLY 294.06 TO A PT 36 S OFNW COR TR 36,ELY 1306.86 TO NECOR OF TRACT 36 & POBLESS E 952.83 THEREOF LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 283.12 M/L OF E 952.83 OF THEFOL PARCEL,PT OF TR 36 DESC ASBEG NE COR OF TR 36,SLY 330.08TO SE COR,WLY 1309.06 TO SW COROF TR 36,NLY 294.06 TO A PT 36FT S OF NW COR OF TR 36,ELY1306.86 TO NE COR OF TR 36 & POB

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40ALL THAT LAND IN TRS 17,18,19,21,22,23,24,33 THRU 39,57 THRU60 THAT LIES WITHIN 50 FT OF THEN/S CENTER OF SEC LINE,LESS PTDESC IN OR 9574/126 & LESS THATPT OF TR 39 DESC IN OR 18839/636FOR RD PER R/W MAP 13/81

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 325.62 OF E 976.87 OF FOL DESCBEG AT NE COR OF TR 34,S ALG E/L330.08,W 1303.63 TO PT 36 S OFNW COR TR 35,N 330.06,E 1300.83TO POB,AS DESC IN OR 3727/839LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT TRS 34 & 35 DESC AS BEG976.87 WLY OF NE COR TR 34,CONT WLY 323.96,SLY 330.06,ELY 326.76,NLY TO POB AS INOR 3739/539 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRS 34 & 35 DESC AS W1/20F E 651.25 OF THE FOL,BEG NECOR TR 34,SLY 330.08 TO SE COROF TR 34 WLY 1303.63 TO A PT ONW/L OF TR 35 THAT IS 36 S OF THENW COR OF TR 35,NLY ALG W/L OFTRS 34 & 35 330.06 TO A PT 36 SOF NW COR TR 34,ELY 1300.83 TONE TR 34 & POB LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRS 34 & 35 DESC AS E1/20F E 651.25 OF THE FOL,BEG ATNE COR TR 34,SLY 330.08 TO SECOR TR 34,WLY 1303.63 TO A PT ONW/L OF TR 35 THAT IS 36 S OF NWCOR OF TR 35,NLY ALG W/L OFTRS 34 & 35 330.06 TO A PT 36 SOF NW COR OF TR 34,ELY 1300.83TO NE COR OF TR 34 &POB LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40THAT PT OF TRS 35 & 36 DESC ASBEG AT NE COR OF TR 35,S ALGE/L 330.08 TO SE COR,WLY 1306.44TO PT ON W/L OF TR 36 THAT IS 36S OF NW COR,NLY 330.06 TO PT 36S OF NW COR OF TR 35,E 1303.63TO POB,LESS E 781.50 THEREOF,ASDESC IN OR 3704/847 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 260.50 OF E 781.50 OF THATPT OF TRS 35 & 36 DESC AS BEGNE COR TR 35, SLY ALG E/L 330.08TO SE COR, WLY 1306.44 TO PTON W/L TR 36, NLY 330.06, ELY 1303.63 TO POB ASIN OR 3742/569 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 235.52 OF E 521.04 OF FOL DESCPOR TRS 35 & 36 DESC AS BEG NECOR TR 35, SLY ALG E/L 330.08TO SE COR OF TR 35, WLY 1306.44TO PT ON W/L OF TR 36 THAT IS36 S OF NW COR OF TR 36, NLY ALGW/L TR 36 & 35 330.06 TO PT THATIS 36 S OF NW COR OF TR 35, ELY 1303.63 TO POB LESS RD DESCIN FOLIO 0031-01-0486

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E 285.52 OF FOL DESC, POR TRS 35& 36 DESC AS BEG NE COR TR 35, SLY ALG E/L 330.08 TO SE CORTR 35, WLY 1306.44 TO PT ON W/LTR 36 THAT IS 36 S OF NW CORTR 36, NLY ALG W/L TRS 36 & 35330.06 TO PT THAT IS 36 S OFNW COR TR 35, ELY 1303.63 TO POBLESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PART OF SW1/4 DESC'D AS, COMM ATINTERSEC OF E/L OF SW1/4 W/ITHN/L OF TRACT 36 W ALG C/L OF SW57 ST FOR

ATINTERSEC OF E/L OF SW1/4 WITHN/L OF TRACT 36,W ALG C/L OF SW57 ST FOR 399.39 TO POB,CONT WLYFOR 285.31,SLY 311.23 TO S/L OFTR 36,E ALG SAME 285.31,N 319.09TO POB,LESS N 25 FOR R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TR 36 DESC AS BEG AT E/LOF SW1/4 & ELY PROJECTION OFN/L OF TR 36,SLY 330.10 TO S/LTR 36,WLY 399.40,NLY 319.09,ELY 399.39 TO POB,LESS E 50 &LESS N 25

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 LESS W 520 & LESS RD & TRACT 40 LESS W 520 & LESS RDR/WS

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 39 W 520 &TRACT 40 W 520 LESS RD R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S 448.95 OF PAR DESC AS E 358.70TRS 41 & 42 TOG WITH S 60 TR 43,LESS OR 4023/360;AND TOG WITHW 91.23 OF E 393.70 TRS 41 & 42TOG WITH S 60 OF W 91.23 OFE 393.70 TR 43 LESS OR 17356/466& OR 18135/615

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E1/2 OF FOLLOWING DESC:TR 41 LESS R/W & LESS E 907.40,42 LESS E 907.40,43 S 60 LESSE 907.40 FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 41 W 302.47 OF E 907.40LESS R/W,42 W 302.47 OF E 907.4043 S 60 OF W 302.47 OF E 907.40

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 211.23 OF E 604.93 OF ALL OFTRACTS 41 & 42, TOG WITH W211.23 OF E 604.93 OF S 60 OFTRACT 43, LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40N1/2 OF FOLLOWING DESC PROPERTY,PT OF TRS 45,46 & 47 DESC AS BEG36 S OF NE COR TR 45,WLY 325.58,NLY TO A PT 325.58 WLY OF E/L OFTR 47,ELY 325.58,SLY ALG E/L OFTRS 45,46,47,660.12 TO POB AS INOR 3739/553 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40W 325.58 OF E 651.16 OF PT OFTRS 45 & 46 INC IN FOL DESC,BEGON E/L TR 45 AT PT 36 S OF NECOR,W 1306.86 TO PT ON W/L 72 SOF NW COR TR 45,NLY 330.03 TO PT72 S OF NW COR TR 46,E 1304.03,S 330.06 TO POB,LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40S1/2 OF FOLLOWING DESC PROPERTY,PT OF TRS 45,46 & 47 DESC AS BEG36 S OF NE COR TR 45,WLY 325.58,NLY TO A PT 325.58,WLY OF E/L OFTR 47,ELY 325.58,SLY ALG E/L OFTRS 45,46,47,660.12 TO POB AS INOR 3739/553 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG SW COR TR 35,WLY ON A LINETHAT FORMS AN ANGLE OF 90-46-43IN N/W QUADRANT WITH THE N/SCENTERLINE OF SEC TO A PT THATIS 255 E OF W/L,LESS E 50,TOG WITH ALL LAND WITHIN 70 OFSAID PT LESS P/P/A 153-11 BHARRELL'S ESTATES;AS PER R/WMAP 13/81

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PART OF TRACT 63 DESC'D AS,COMMAT NW COR OF SE1/4 OF SEC 31,SLYALG W/L FOR 660.19 TO POB.ELY501.00.NLY 25.00.WLY 501.00.SLY25.00 TO POB

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 54 W1/2 OF W1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 55 W2/5 OF W1/2 LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 56 W2/5 OF W1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 E1/2 OF E1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 W1/2 OF E1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 E1/2 OF W1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 57 W1/2 OF W1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58 E4/5 OF W1/2 OF E1/2LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58,W1/2,TOGETHER WITHW1/10TH OF E1/2,LESS W330 THEREOF & LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58 E1/2 OF E1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT ON S/L OF TR 58 THATIS 50 E OF W/L TR 58,ELY ALG S/LTRS 58 & 55 TO PT ON S/L OFTR 55 THAT IS 170 W OF E/L OFTR 55,TOG WITH ALL LAND IN TR 55& 56 WITHIN TO OF SAID DESC PTON S/L OF TR 55 & IS 170 W OFE/L OF TR 55,LESS P/P/A 156-20 BUNDERHILL ESTATES;AS PER R/WMAP 13/81

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 58 W 330 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 59 E2/5 OF W1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TRACT 59 E1/2 OF E1/2 LESS R/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 59 W1/2 LESS E2/5 & LESSR/W FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40E2/5 OF E1/2 OF TRACT 60 & W1/50F W1/2 OF TRACT 53, LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40TR 60 W3/5 OF E1/2LESS N 20 & LESS R/W

FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PORTION OF TRS 63 & 64 OF SAIDSEC DESC AS BEG NW COR OF SE1/4SLY 660.17,ELY ALG S/L OF TR 63FOR 616 TO POB.NLY 595,ELY 533,SLY 595,WLY 533 TO POB

FLA FRUIT LANDS CO SUB NO 12-17 D 3-50-40PORTION OF TRS 63 & 64 DESC ASBEG NW COR OF SE1/4 OF SEC,SLY660.17,ELY 616 TO POB,NLY 660.19TO N/L OF SEC,WLY 115,SLY 660.19ELY ALG S/L OF TR 115 TO POBLESS N 15 FOR RD FLA FRUIT LANDS CO SUB NO 12-17 D 31-50-40PT OF TRS 63 & 64 DESC AS,BEG

ATNW COR OF SE1/4,SLY 660.17 ALGW/L,ELY 501,NLY 660.19,WLY 501TO POB,LESS S 25 & LESS N 15 &LESS W 15

HARRELL'S ESTATES 153-11 BLOT 2

HARRELL'S ESTATES 153-11 BLOT 3

HARRELL'S ESTATES 153-11 BRIGHTS-OF-WAY DEDICATED TOPUBLIC PER PLAT 153-11 B

CARRERA MANOR 153-41 BTRACT 'A'

CLINGANS COVE 168-49 BLOT 1

CLINGANS COVE 168-49 BLOT 2

CLINGANS COVE 168-49 BLOT 3

CLINGANS COVE 168-49 BLOT 4

CLINGANS COVE 168-49 BLOT 5

CLINGANS COVE 168-49 BLOT 6

CLINGANS COVE 168-49 BLOT 7

CLINGANS COVE 168-49 BLOT 8

CLINGANS COVE 168-49 BLOT 9

CLINGANS COVE 168-49 BLOT 11 CLINGANS COVE 168-49 BLOT 12 CLINGANS COVE 168-49 BLOT 13 CLINGANS COVE 168-49 BLOT 14 CLINGANS COVE 168-49 BLOT 15 CLINGANS COVE 168-49 BLOT 16

CLINGANS COVE 168-49 BLOT 18

CLINGANS COVE 168-49 BLOT 17

CHAMBERS SUB NE1/4 1-5B B6-51-40TR 11 E1/2 OF N1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TRACT 10 W1/2 OF N1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TRACT 11 S1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TRACT 11 W1/2 OF N1/2 LESS R/W

CHAMBERS SUB NE1/4 1-58 B6-51-40TR 12 N1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TRACT 12 E1/2 OF S1/2 LESS RD

CHAMBERS SUB NE1/4 1-5B B6-51-40TRACT 12 W1/2 OF S1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TR 15 E1/2 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40TR 15 W1/2 LESS R/W

CHAMBERS SUB NE1/4 1-58 B6-51-40TR 13 LESS PT LYING WITHIN55 S OF & PARA

WITH N/L OFSEC & LESS W 50 EXCEPT PTLYING WITHIN N 55 OF SEC

CHAMBERS SUB NE1/4 1-5B B6-51-40TR 16 LESS R/W

CHAMBERS SUB NE1/4 1-5B B6-51-40N 50 OF NE1/4 OF SEC 6,LESS PT INC'D IN OR 17308/115TOG WITH THAT PT OF TR 13 LYINGWITHIN 55 OF THE N SEC LINE; ASPER R/W MAP 13/81

CHAMBERS SUB NE1/4 1-5B B6-51-40W 50 OF TRS 13 THRU 20 LESS N 50IN NE1/4 SEC LESS P/P/A 150-30 B& LESS P/P/A BORGIA PARCELS PER177-66 B;AS PER R/W MAP 13/81

CHAMBERS SUB NE1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT 50 E OF NW COR TR 15,ELY ALG N/L OF SAID TR THRUCENTER OF TRS 12,11,10,9 TO NWCOR OF TR 3 WHICH IS PT OFTERMINATION LESS P/P/A 150-30 B;AS PER R/W MAP 13/81

CHAMBERS SUB NW1/4 1-5B B6-51-40TR 13 E1/2 LESS THAT PT LYINGWITHIN 55 S OF N BOUNDRY OF SECFOR R/W

CHAMBERS SUB NW1/4 1-5B B6-51-40TR 14 E1/2 LESS R/W

CHAMBERS LAND COSUB NW1/4 1-5 BB 6-51-40A POR OF TR 11 DESC AS: COMM NWCOR OF SEC 6, E 990.30, S 55.02TO POB, E 330.10, S 942.82, W330, N 38.85, NW 303.39, N 240,NE 63.06, N 314.87 TO POBAKA: NORTH PARCEL

CHAMBERS LAND CO SUB NW1/4 1-5 BB 6-51-40A POR OF TR 11 DESC AS: COMM NWCOR OF SEC 6, E 1320.40, S997.84 TO POB, S 334.32, W330.13, N 326.15, E 330 TO POBAKA: SOUTH PARCEL

CHAMBERS SUB NW1/4 1-5B 6-51-40N1/4 TR 12 SEC 6,LESS POR TR 12N OF LINE 55'S OF N/L SEC 6,TOGWITH POR OF FOLLOWING DESC PARN OF N/L OF S1/2 TR 12;S 3/4 TR12,LESS POR DESC:COMM SE COR TR12,NLY 365 TO POB;NWLY 303.55,NLY 240,NELY 63.06,SLY 597.12 TOPOB

CHAMBERS SUB NW1/4 1-5B 6-51-40POR OF FOLLOWING DESC LAN LYINGS OF N/L OF S1/2 TR 12;S 3/4 TR12,LESS POR DESC:COMM SE COR TR12,NLY 365 TO POB;NWLY 303.55,NLY 240,NELY 63.06,SLY 597.12 TOPOB

CHAMBERS SUB NW1/4 1-5B B6-51-40TR 22 N1/2 OF N1/2 LESS R/W

CHAMBERS SUB NW1/4 1-5B B6-51-40TR 15 E1/2 LESS R/W,16 E1/2LESS R/W

CHAMBERS SUB NW1/4 1-5B B6-51-4050 STRIP OF LAND LYING 25 ONEACH SIDE OF FOLLOWING DESC C/L,BEG AT PT OF CENTER OF S/L OFTR 20,NLY THRU MIDDLE OF TRS 20,19,18,17,16,15,14 & 13 TO PT115.38 S OF N/L OF TR 13TOGETHER WITH LANDS THAT LIEWITHIN 70 OF SAID PT;AS PER R/WMAP 13/81

CHAMBERS SUB NW1/4 1-5B B6-51-40N 50 OF NW1/4 EXCEPT THEN 50 OF E1/2 OF TR 13 &EXCEPT N 55 OF TR 12LESS P/P/A 155-17 B, AS PER R/WMAP 13/81

CHAMBERS SUB NW1/4 1-5B B6-51-40E 10' OF TRACTS 1 THRU 8,LESS N50'

THEREOF, AS PER R/W MAP 13/81

FRENCH OAKS 148-41 BLOT 1 E 310.77

FRENCH OAKS 148-41 BLOT 1 LESS E 310.77

FRENCH OAKS 148-41 BLOT 2

M.R.F. PLAT 150-30 BPARCEL 'A'

M.R.F. PLAT 150-30 BPARCEL 'B'

ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 1

ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 2

ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 3

ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 4

ROLLING OAKS ESTATES REPLAT NO 1164-6 BPARCEL 5

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 1

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 2

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 3

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 4

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 5

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 6

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 7

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 8

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 9

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 10

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 11

ROLLING OAKS ESTATES REPLAT NO 2164-21 BLOT 12

BORGIA PARCELS 177-66 BLOT 1

BORGIA PARCELS 177-66 BLOT 2

PROCLAMATION

National Honeybee Awareness Day

WHEREAS, the honeybee is an indispensable asset to mankind and well known for its beneficial service to agriculture in providing pollination service for most of our fruits and vegetables, and

WHEREAS, the honeybee industry produces a wide range of valuable and beneficial products, not the least of which is honey, and

WHEREAS, honeybees have given rise to a totally new field of medicine known as apitherapy, and

WHEREAS, honey, one of the products of the beekeeping industry, is known to have a multitude of health benefits, and

WHEREAS, the Broward Beekeepers Association has been tireless in its efforts to promote backyard beekeeping and to educate the public concerning the value and benefits of honeybees to mankind

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that August 16, 2025 shall be recognized as National Honeybee Awareness Day in the Town of Southwest Ranches.

Dated this 14^{th} day of August, 2025

STEVE BREITKREUZ, MAYOR

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PROCLAMATION

International Overdose Awareness Day

WHEREAS, the Town of Southwest Ranches does affirm and acknowledge the harm and hardship caused by drug overdose; and

WHEREAS, we recognize the purpose of International Overdose Awareness Day as remembering loved ones lost to overdose and ending the stigma of drug-related deaths; and

WHEREAS, we resolve to play our part in reducing the toll of overdoses in our community, and

WHEREAS, we affirm that the people affected by overdose are our sons and daughters, our mothers and fathers, our brothers and sisters, and deserving of our love, compassion and support;

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that August 31, 2025 shall be recognized as International Overdose Awareness Day in the Town of Southwest Ranches.

Dated this 14th day of August, 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 Breitkreuz, 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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Jeff Katims **DATE**: 8/14/2025

SUBJECT: Election Sign Ordinance Amendment

Recommendation

Town Council consideration to approve the ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The Town Council recognizes the importance of freedom of speech and freedom of expression found in election signage. The Town Council of the Town of Southwest Ranches (the "Town") recognizes that the location and maintenance of election signage affects the public health, safety, and general welfare of the residents of the Town, and that in order to preserve and to enhance the Town as a desirable community in which to live, a pleasing and visually attractive environment is of utmost importance. The Town recognizes that the regulation of election signage within the Town is a means by which the aesthetics and character of the Town may be maintained, and that the uncontrolled and unlimited proliferation of election signage would degrade the attractiveness of the rural lifestyle of the Town.

The Town has deemed it necessary to clarify and to simplify existing election signage regulations and to provide additional revisions necessary to ensure the delicate balancing of First Amendment and free speech principles

Page 75 of 184

while achieving the Town's goals of creating a healthy, safe, and attractive environment that does not contain excessive clutter and visual distractions throughout the Town.

The Town Council finds the amendment furthers the goals, objectives and policies of the Town's Code of Ordinances, and that it is in the best interest of the health, safety, and welfare of its residents.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims Russell Muñiz, Town Administrator

ATTACHMENTS:

DescriptionUpload DateTypeBusiness Impact Statement6/18/2025Backup MaterialOrdinance Second Reading - TA Approved8/7/2025Ordinance



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 SECTION 070-110 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO NONCOMMERCIAL SIGNAGE; 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).
 - Allows posting of noncommercial election signage not more than 90 days before the Town's general election.
 - The public purpose of the ordinance is to create a healthy, safe, and attractive environment that does not contain excessive clutter and visual distractions.
- 2. An estimate of the direct economic impact of the proposed ordinance on private, forprofit businesses in the Town, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur.

There are no direct compliance costs.

(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 coversuch costs.

The Town is not anticipated to incur additional costs to implement this ordinance.

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:

ORDINANCE NO. 2025 -	- XXX
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AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 070-110 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO NONCOMMERCIAL SIGNAGE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council recognizes the importance of freedom of speech and freedom of expression found in election signage; and

WHEREAS, the Town Council of the Town of Southwest Ranches (the "Town") recognizes that the location and maintenance of election signage affects the public health, safety, and general welfare of the residents of the Town, and that in order to preserve and to enhance the Town as a desirable community in which to live, a pleasing and visually attractive environment is of utmost importance; and

WHEREAS, the Town recognizes that the regulation of election signage within the Town is a means by which the aesthetics and character of the Town may be maintained, and that the uncontrolled and unlimited proliferation of election signage would degrade the attractiveness of the rural lifestyle of the Town; and

WHEREAS, the Town has deemed it necessary to clarify and to simplify existing election signage regulations and to provide additional revisions necessary to ensure the delicate balancing of First Amendment and free speech principles while achieving the Town's goals of creating a healthy, safe, and attractive environment that does not contain excessive clutter and visual distractions throughout the Town; and

 WHEREAS, the Town Council finds the amendment furthers the goals, objectives and policies of the Town's Code of Ordinances, and that it is in the best interest of the health, safety, and welfare of its residents.

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

1 2	<u>Section 1:</u> Ratification. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of
3	this Ordinance.
4 5	<u>Section 2:</u> Text Amendment and Deletion. Section 070-110 of the Unified Land Development Code entitled, "Temporary signs" is hereby amended as follows:
6	* * *
7	Sec. 070-110. – Temporary signs
8	* * *
9	(L) Election signs and opinion/free expression signs.
10	(1) Election signs.
11	* * *
12 13 14 15 16 17 18 19 20	(e) Duration. Election signs may be placed on a parcel no earlier than ninety (90) days prior to the town's general election anytime after the scheduled primary prior to the town's general election. In the event of a town special election, election signs may be placed on a parcel any time after the candidate qualification period. All election signs shall be removed within ten (10) calendar days following the election that pertains to the candidate or the issue that is the subject of the election sign. All signs shall be discarded in a proper manner so as to prevent litter and trash from accumulating within the town.
222324	Section 3: Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.
25 26 27	<u>Section 4:</u> 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.
28 29	<u>Section 5:</u> Effective Date. This Ordinance shall be effective immediately upon its adoption.
30 31	PASSED ON FIRST READING this <u>26th</u> day of <u>June</u> , <u>2025</u> on a motion made by <u>Council Member Jablonski</u> seconded by <u>Vice Mayor Hartmann</u> .
32	
	Key: <u>Underlined</u> text is added and stricken text is deleted.
	Ordinance No. 2025 2

1	PASSED AND ADOPTED ON SECO	ND READING this	day of <u>August</u> , <u>2025</u> ,
2	on a motion made by	and seconded by	
3	Breitkreuz Hartmann Allbritton Jablonski Kuczenski	Ayes Nays Absent Abstaining	
4	Kuczeriski		
5			
6 7 8		Steve Breitkreuz	z, Mayor
9 10 11 12 13	Attest:		
14 15 16 17	Debra Ruesga, CMC, Town Clerk		
18 19 20 21	Approved as to Form and Correctness:		
22 23 24 25	Keith M. Poliakoff, J.D., Town Attorney		

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council
Steve Breitkreuz, Mayor
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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Keith Poliakoff, Town Attorney

DATE: 8/14/2025

SUBJECT: Amending ULDC Article 35, Section 035-080, "Indoor and Outdoor Assembly in

Rural and Agricultural Districts

Recommendation

Town Council consideration to approve the ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

The ULDC establishes a definition for a permissible assembly within Section 035-080(D) and provides for a permit process, subject to Town approval, to allow for assemblies that exceed the intended standards. The Town has received numerous complaints from residents relating to indoor and outdoor assemblies that have obtained permits but still disturb their quality of life and impacting their farm animals.

The ability to regulate assemblies, noise, and to prevent noise pollution is a permitted police power and Article II, Section 7, of the Florida Constitution provides that adequate provisions shall be made by law for abatement of excessive and unnecessary noise. Providing for the quietude of residential and agricultural areas within the Town is an important governmental interest and in direct compliance with Article II, Section 7, of the Florida Constitution. The Town finds that this amendment serves and addresses an important governmental

interest, in a fair and constitutional manner, and that the adoption of this Ordinance is in the best interest of the public health, comfort, safety, and welfare.

Fiscal Impact/Analysis

Staff Contact:

Russell Muñiz, Town Administrator Keith Poliakoff, Town Attorney

ATTACHMENTS:

DescriptionUpload DateTypeBusiness Impact Statement6/20/2025Backup MaterialOrdinance Second Reading - TA Approved8/7/2025Ordinance



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 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS"; PROVIDING FOR SEVERABILITY AND PROVIDING 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).
 - Requires that a permittee for an assembly permit provide a plan to mitigate sound within 500 feet of the property and notify owners of property within this proximity about the date and location of the assembly and the plan to mitigate impacts.
 - Prohibits noise, sound or vibration from extending beyond 500 feet from the site of the assembly.
 - Provides for enforcement.
 - The public purpose of the ordinance is to provide for the quietude of residential and agricultural areas within the Town.
- 2. An estimate of the direct economic impact of the proposed ordinance on private, forprofit businesses in the Town, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur.

There are no direct compliance costs.

(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 coversuch costs.

The Town is not anticipated to incur additional costs to implement this ordinance.

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:

ORDINANCE NO. 2025-00

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC")," ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS"; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the ULDC establishes a definition for a permissible assembly within Section 035-080(D) and provides for a permit process, subject to Town approval, to allow for assemblies that exceed the intended standards; and

WHEREAS, the Town has received numerous complaints from residents relating to indoor and outdoor assemblies that have obtained permits but still disturb their quality of life, and impacting their farm animals; and

WHEREAS, the ability to regulate assemblies, noise, and to prevent noise pollution is a permitted police power; and

WHEREAS, Article II, Section 7, of the Florida Constitution provides that adequate provisions shall be made by law for abatement of excessive and unnecessary noise; and

WHEREAS, providing for the quietude of residential and agricultural areas within the Town is an important governmental interest and in direct compliance with Article II, Section 7, of the Florida Constitution; and

WHEREAS, the Town finds that this amendment serves and addresses an important governmental interest, in a fair and constitutional manner, and that the adoption of this Ordinance is in the best interest of the public health, comfort, safety, and welfare; and

WHEREAS, the Town has the power and authority to enact this Ordinance under State Law, the Florida Constitution, as well as controlling case law of the State of Florida.

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

SECTION 1. Recitals. The above recitals are true, correct and incorporated herein by reference.

SECTION 2. Amendment. Article 35, "Conditional Uses," Section 035-080 "Indoor and Outdoor Assembly in Rural and Agricultural Districts," of the Unified Land Development Code of the Town is hereby amended as follows:

. . . .

- (D) *Permissible assembly.* Assembly shall be deemed an accessory use of an occupied single-family detached residence when the assembly complies with this subsection, as follows:
- 5. The issuance of a permissible assembly permit shall exempt the permittee from the "Noise" regulations set forth in Section 9-5 of Chapter 9 of the Town's Code of Ordinances; however, the permittee shall abide by the noise, sound, and vibration limitations set forth herein.
- (E) Permit submittal requirements. To apply for an amplified assembly permit, a property owner or permanent resident of the premises shall submit an application to the Town no later than fifteen (15) business days prior to a proposed gathering, detailing at a minimum:
- that extends five hundred (500) feet from the edge of the property. The Town shall then delineate the property addresses of all properties that are contained, in whole or in part, within that circumference ring. This ring shall be known as the "affected area". The permittee, in its application, shall provide evidence of its plan to mitigate and to limit the sound being emanated and the steps being taken to avoid impacts beyond the "affected area". As part of the notice provision contained herein, the "affected area" property owners shall be provided written notice advising them that they are within the "affected area" and the steps that the permittee is taking to limit impacts. The permittee shall stipulate and agree in its application that it will not allow noise, sound, or vibration, to extend beyond the "affected area". If noise, sound, or vibration, is audible to a Town representative, using a plainly audible standard, outside of the "affected area" the permittee shall be told to immediately lower its noise to an acceptable level.

Failure to do so, or failure to keep the noise level at an acceptable level, shall be documented and shall subject the permittee to a violation of this Code.

- (F) Disposition of permit. The town administrator shall determine whether to issue the permit or deny the permit within three (3) business days of a complete application submittal, and shall notify the applicant immediately upon such determination. Failure of the administrator to act upon a complete application within the allotted time shall constitute an approval of the application. The town administrator shall approve the application if the administrator finds that it is consistent with all of the following criteria:
 - (6) The Town Administrator may waive any of the timeframes set forth herein, in the Town Administrator's sole discretion, for good cause shown.
- (G) Enforcement and penalty. The code compliance department and the town's law enforcement agency are authorized to enforce the provisions of this section to the fullest extent allowed by law, including the authority to shutdown an assembly that is in violation of this section. All amplified noise that exceeds the timeframes set forth herein shall be immediately turned off by the responding officer.
 - (2) A violation of Article 35, repeat violations, and Section 9-8 of the Town's Code, shall constitute a violation that is irreparable or irreversible in nature, and may be assessed a fine to the maximum amount permitted by law. In addition, notwithstanding and without limitation to anything in the Town's Code or State law to the contrary, in the case of a habitual violation or repeat violation relating to a violation of Section 9-8 or Article 35 of the Town's Code, the Town shall utilize the alternative Code Enforcement Proceeding process outlined in Section 162.23 of the Florida Statutes, as may be amended from time to time, which may subject the violator to the penalties set forth in Section 162.22, Florida Statutes, as may be amended from time to time. A habitual violation shall be defined as a finding of three (3) or more violations of the Section 9-8 or Article 35 of the Town's Code.

SECTION 3. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional

or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its Passage and adoption.

PASSED ON FIRST READING this 26th day of June, 2025 on a motion made by Council Member Jablonski and seconded by Council Member Allbritton. **PASSED ON SECOND READING** this _____ day of <u>August</u>, 2025 on a motion made by ______ and seconded by ______. Breitkreuz Ayes Hartmann Nays Absent Allbritton Jablonski Abstaining Kuczenski Steve Breitkreuz, Mayor Attest: Debra M. Ruesga, Town Clerk

Keith Poliakoff, Town Attorney

Approved as to Form and Correctness:



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor 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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Emily Aceti, Community Services Manager

DATE: 8/14/2025

SUBJECT: 13821 Luray Road Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

13821 West Luray, LLC ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 13821 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, 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 Sunrise providing water services to 13821 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	8/7/2025	Resolution
Water Agreement - Exhibit "A"	8/7/2025	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 13821 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 13821 West Luray Road, LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

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

WHEREAS, the City of Sunrise, 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 Sunrise, 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 Sunrise, 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 Sunrise providing water services to 13821 Luray Road, provided that

no further expansion of service shall be permitted without the explicit written consent of the Town.

 $\underline{\textbf{Section 3.}}$ A certified copy of this Resolution shall be provided to the City of Sunrise.

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

PASSED AND ADOP	TED by the	Town Council of the Town of Southwe	st
Ranches, Florida, this	_ day of	2025 on a motion by	
and s	seconded by	·	
Breitkreuz Hartmann Allbritton Jablonski Kuczenski		Ayes Nays Absent Abstaining	
		Steve Breitkreuz, Mayor	
Attest:			
Debra Ruesga, Town Clerk			
Approved as to Form and Co	rrectness:		
Keith Poliakoff, Town Attorned 1001.057.2025	еу		

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: 13821 WEST LURAY, LLC (NAME OF OWNER)
LOCATION: 13821 LURAY ROAD, SOUTHWEST RANCHES, FL 33330
THIS AGREEMENT effective thisday of, 20, made and entered into by and between:
The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and, an individual with a property address of, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."
WITNESSETH:
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 service from the City of Sunrise for the PROPERTY; and
WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water service 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 services for the PROPERTY; 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 TOWN 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 PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

PART II. - MUTUAL COVENANTS

A. TOWN NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

TOWN 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 or water service lines within granted easements to utility provider pursuant to this Agreement.

B. 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 Town Council Meeting at which it was approved.

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

Each consumer of water 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.

Service shall not commence on OWNER'S PROPERTY without the explicit written consent of the Town.

D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or 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.

E. 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 OWNER 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 systems 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 systems 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.

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.

PART III - 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 OWNER

13821 WEST LURAY, LLC CO TITN DEVELOPMENT 1985 N ANDREWS AVE #200 WILTON MANORS, FL 33311

FOR THE TOWN OF SOUTHWEST R	ANCHES

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 IV - 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

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

STATE OF FLORIDA)	
COUNTY OF BROWARD) SS	
BEFORE ME personally appeared	to me well known and known to d the foregoing instrument, and acknowledged executed said instrument for
the purposes therein expressed.	
WITNESS my hand and official seal, this	day of \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	
SARAH MOREO Notary Public - State of Florida Commission # HH 671674 My Comm. Expires Jun 28. 2029 Roaded through National Notary Asso.	OWNER BY: Michael Green DATE: 7/17/25

STATE OF FLORIDA) COUNTY OF BROWARD)	
	to me well known and known to me cuted the foregoing instrument, and acknowledged to executed said instrument for the purposes
WITNESS my hand and official seal, this20	day of,
My commission expires:	NOTARY PUBLIC STATE OF FLORIDA
Signed, sealed and delivered in the presence of:	THE TOWN OF SOUTHWEST RANCHES
ATTEST:	BY: MAYOR DATE:
TOWN CLERK	DATE.
Approved as to legal form:	
TOWN ATTORNEY	

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EXHIBIT A

LAND DESCRIPTION:

LOT 2 OF "MOSES PALMYRA PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGE 127 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor 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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Emily Aceti, Community Services Manager

DATE: 8/14/2025

SUBJECT: 13801 Luray Road Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

13801 East Luray, LLC ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 13801 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, 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 Sunrise providing water services to 13801 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	7/29/2025	Resolution
Exhibit A - Agreement	7/29/2025	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 13801 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 13801 East Luray Road, LLC ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

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

WHEREAS, the City of Sunrise, 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 Sunrise, 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 Sunrise, 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 Sunrise providing water services to 13801 Luray Road, provided that

no further expansion of service shall be permitted without the explicit written consent of the Town.

 $\underline{\textbf{Section 3.}}$ A certified copy of this Resolution shall be provided to the City of Sunrise.

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

PASSED AND ADDI	PIED by the	Town Council of the Town of South	iwest
Ranches, Florida, this	day of	2025 on a motion by	
and	seconded by		
Breitkreuz Hartmann Allbritton Jablonski Kuczenski		Ayes Nays Absent Abstaining	
		Steve Breitkreuz, May	yor
Attest:			
Debra Ruesga, Town Clerk			
Approved as to Form and Co	orrectness:		
Keith Poliakoff, Town Attorn	iev		

100.056.2025

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: 13801 EAST LURAY, LLC (NAME OF OWNER)
LOCATION: 13801 LURAY ROAD, SOUTHWEST RANCHES, FL 33330
THIS AGREEMENT effective thisday of, 20, made and entered into by and between:
The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and, an individual with a property address of, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."
WITNESSETH:
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 service from the City of Sunrise for the PROPERTY; and
WHEREAS , Section 180.19, F.S., authorizes a municipality to provide water service 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 services for the PROPERTY; 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 TOWN 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 PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.

PART II. - MUTUAL COVENANTS

A. TOWN NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY

TOWN 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 or water service lines within granted easements to utility provider pursuant to this Agreement.

B. <u>EFFECTIVE DATE</u>

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 Town Council Meeting at which it was approved.

C. <u>SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION</u>

Each consumer of water 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.

Service shall not commence on OWNER'S PROPERTY without the explicit written consent of the Town.

D. SEVERABILITY

If and section, subsection, sentence, clause, phrase or portion or 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.

E. 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 OWNER 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 systems 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 systems 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.

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.

PART III - 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 OWNER

13801 EAST LURAY, LLC C/O TITN DEVELOPMENT 1985 N ANDREWS AVE #200 WILTON MANORS, FL 33311

FOR THE TOWN OF SOUTHWEST R	ANCHES

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 IV - 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

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

STATE OF FLORIDA)	
COUNTY OF BROWARD) SS	
BEFORE ME personally appeared Michael me to be the person (s) described in and who execute to and before me that Michael Guyckn	ed the foregoing instrument, and acknowledged
the purposes therein expressed.	
WITNESS my hand and official seal, this	day of UNU, 2025. NOTARY PUBLIC STATE OF FLORIDA
My commission expires:	
SARAH MOREO Notary Public - State of Florida Commission # HH 671674 My Comm. Expires Jun 28, 2029	OWNER BY: U-f MICHAEL GOVERN DATE: 9/19/25

STATE OF FLORIDA) COUNTY OF BROWARD)	
	to me well known and known to me reuted the foregoing instrument, and acknowledged to executed said instrument for the purposes
WITNESS my hand and official seal, this20	day of,
My commission expires:	NOTARY PUBLIC STATE OF FLORIDA
Signed, sealed and delivered in the presence of:	THE TOWN OF SOUTHWEST RANCHES
ATTEST:	BY: MAYOR DATE:
TOWN CLERK	DATE.
Approved as to legal form:	
TOWN ATTORNEY	

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EXHIBIT A

LAND DESCRIPTION:

LOT 1 OF "MOSES PALMYRA PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 173, PAGE 127 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council
Steve Breitkreuz, Mayor
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 Breitkreuz and Town Council

VIA: Russell Muniz, Town Administrator

FROM: December Lauretano-Haines, PRF Director

DATE: 8/14/2025

SUBJECT: Purchase Order for Invasive Exotics Removal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Invasive exotic plant species overwhelm and displace native vegetation with devastating results. Multiple species have proliferated on undeveloped portions of Town properties, in some cases caused by overgrowth from neighboring properties or from lack of sufficient funding measures to control the proliferation. Control is achieved most efficiently with comprehensive initial cleanup, followed by ongoing maintenance.

In the Fiscal Year 2025 budget planning process, staff identified multiple properties as targets for removal and ongoing control, developing a strategy to implement better ongoing management of invasives. This project was approved as a Funded Capital Improvement Project.

Townwide Parks and Property Maintenance Contract #20-007 includes pricing for these services on an as-needed basis. The following areas are targeted for inclusion within the current request:

- Rolling Oaks Park, approximately 2.13 undeveloped acres on northeast perimeter, along canal banks, and in butterfly garden.
- · Country Estates Park, approximately 10 undeveloped acres of the site.
- Sunshine Ranches Equestrian Park, approximately 4.25 planted acres where increased invasive management is needed.
- Griffin Road Right of Way and Water Retention areas, approximately 9 planted acres where increased invasive management is needed.

In following fiscal years, further areas that will be targeted for increased invasive management include:

- SW 185 Way Pocket Park, approximately .73 acres
- Broadwing Building, approximately 2 acres

Fiscal Impact/Analysis

Funds have been included in FY 2025 Budget in account #301-5300-572-631900 (Infrastructure – General) for this specific project.

Staff Contact:

December Lauretano-Haines Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	7/21/2025	Executive Summary
Resolution - TA Approved	7/21/2025	Resolution
Approved Budget pages	7/18/2025	Backup Material
Contract 20-007 germane pages	7/18/2025	Backup Material
Contract 20-007 - price pages	7/18/2025	Backup Material
25-050 updated pricing workbook	7/18/2025	Backup Material
Purchase Order	7/18/2025	Backup Material
PO Terms and Conditions	7/18/2025	Backup Material
Proposal with contract pricing	7/18/2025	Backup Material



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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, Parks Recreation and Forestry

Director

DATE: July 18, 2025

SUBJECT: Approving a Purchase Order for EDJ Service, LLC in the amount of

\$138,121.84 for removal of invasive exotic species at multiple Town

property locations

Recommendation

Council approval is requested to approve a Purchase Order for EDJ Service, LLC in the amount of \$138,121.84 for removal of invasive exotic plant species on multiple Town properties.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

This item supports Strategic Priority Area D, improved management and maintenance of public land, as identified in the Town's adopted strategic plan.

Background

Invasive exotic plant species overwhelm and displace native vegetation with devastating results. Multiple species have proliferated on undeveloped portions of Town properties, in some cases caused by overgrowth from neighboring properties or from lack of sufficient funding measures to control the proliferation. Control is achieved most efficiently with comprehensive initial cleanup, followed by ongoing maintenance.

In the Fiscal Year 2025 budget planning process, staff identified multiple properties as targets for removal and ongoing control, developing a strategy to implement better ongoing management of invasives. This project was approved as a Funded Capital Improvement Project.

Townwide Parks and Property Maintenance Contract #20-007 includes pricing for these services on an as-needed basis. The following areas are targeted for inclusion within the current request:

- Rolling Oaks Park, approximately 2.13 undeveloped acres on northeast perimeter, along canal banks, and in butterfly garden.
- Country Estates Park, approximately 10 undeveloped acres of the site.
- Sunshine Ranches Equestrian Park, approximately 4.25 planted acres where increased invasive management is needed.
- Griffin Road Right of Way and Water Retention areas, approximately 9 planted acres where increased invasive management is needed.

In following fiscal years, further areas that will be targeted for increased invasive management include:

- SW 185 Way Pocket Park, approximately .73 acres
- Broadwing Building, approximately 2 acres

Fiscal Impact/Analysis

Funds have been included in FY 2025 Budget in account #301-5300-572-631900 (Infrastructure – General) for this specific project.

Staff Contact:

December Lauretano-Haines Emil C. Lopez, Town Financial Administrator

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH EDJ SERVICE, LLC IN THE AMOUNT OF ONE HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS AND EIGHTY-FOUR CENTS (\$138,121.84) FOR REMOVAL OF INVASIVE EXOTIC SPECIES AT MULTIPLE TOWN PROPERTY LOCATIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Invasive exotic plant species overwhelm and displace native vegetation with devastating results; and

WHEREAS, Multiple species have flourished on undeveloped portions of Town properties, in some cases caused by overgrowth from neighboring properties or from lack of sufficient funding measures to control the proliferation; and.

WHEREAS, In the Fiscal Year 2025 budget planning process, the Town prioritized a strategy for better ongoing management of invasives on multiple properties; and

WHEREAS, pursuant to Resolutions No. 2020-038 and 2025-050, the Town has continuing contract #20-007 for Town-Wide Parks and Property Maintenance services with EDJ Service, LLC; and

WHEREAS, Town-Wide Parks and Property Maintenance contract #20-007 includes pricing for invasive exotic removal services on an as-needed basis; and

WHEREAS, Funds have been included in FY 2025 Budget in account #301-5300-572-631900 (Infrastructure – General) for this specific project; and

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

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

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

<u>Section 2.</u> The Town Council hereby approves a Purchase Order with EDJ Service, LLC in the amount of One Hundred Thirty-Eight Thousand, One Hundred Twenty-One Dollars and Eighty-Four Cents (\$138,121.84) for removal of invasive exotic

species at multiple Town Property locations, in substantially the same form as that attached hereto as Exhibit "A."

<u>Section 3.</u> The Town Council hereby authorizes the Town Administrator to execute the Purchase Order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent 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 ____day of August, 2025, on a motion by _____ and seconded by . Breitkreuz Ayes Hartmann Nays Allbritton Absent **Abstaining** Jablonski Kuczenski Steve Breitkreuz, Mayor ATTEST: Debra Ruesga, CMC, Town Clerk Approved as to Form and Correctness: Keith Poliakoff, J.D., Town Attorney

100.055.2025

Town Wide Invasive Exotics Removal

Overview

Request Owner Emil Lopez, Town Financial Administrator

Est. Start Date 10/01/2024
Est. Completion Date 09/30/2025

Department Parks Rec & Open Spaces (PROS)

Form Type Capital Improvement
Request Type Other Improvements

Description

This request is for the improvement of Town properties that have become or are becoming invaded by invasive exotic plant species.

Approximately 15 acres across four different sites are included for the removal of invasive exotics that have proliferated on shared fencelines, or on portions of Town properties that have not benefited from development or maintenance. In some cases, overgrowth on neighboring properties contributes to the proliferation of Town sites.

Rolling Oaks Park, approximately 2.13 acres Country Estates Park, approximately 10 acres SW 185 Way Pocket Park, approximately 0.73 acres Broadwing, approximately 2 acres

Invasive exotics overwhelm and displace native vegetation with devastating results. Managing control of invasive exotic growth is achieved most efficiently with comprehensive initial cleanup, followed by ongoing maintenance. Cost estimates were established on rates provided by contractors for cleanup and on current rates for ongoing contract maintenance.

Details

Type of Project Other improvement

Location



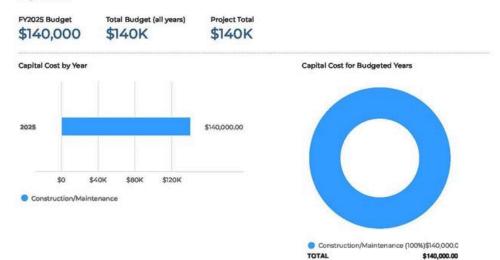
Benefit to Community

This program will fulfill the objectives and policies of the Town's Comprehensive Plan and Charter, illustrate the Town's commitment to promoting and preserving environmental and public areas, and provide significant enhancement of benefits and wildlife species diversity on the sites.

Lof 3

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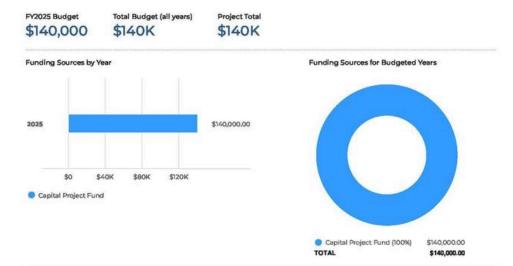
Capital Cost



Capital Cost Breakdown		
Capital Cost	FY2025	Total
Construction/Maintenance	\$140,000	\$140,000
Total	\$140,000	\$140,000

2 of 3

Funding Sources



Funding Sources Breakdown		
Funding Sources	FY2025	Total
Capital Project Fund	\$140,000	\$140,000
Total	\$140,000	\$140,000

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

- 5.9.7 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean- up can be completed by the end of the day.
- 5.9.8 Trimming, pruning and sucker removal trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.
- 5.9.9 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
- 5.9.10 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.
- 5.9.11 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
- 5.9.12 All work to comply with current A.N.S.I. Standards tree, shrub & other plant maintenance.
- 5.9.13 All structures, monuments signs, streetlights and fencing located on medians or rights-of-way___0, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.10 ADDITIONAL MAINTENANCE SCHEDULE

- 5.10.1 <u>Selective Trimming</u> of shrub and ground cover material shall be performed as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be chipped or ground for use as mulch in place by the end of maintenance visit.
- 5.10.2 <u>Tree Maintenance</u>. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.
- 5.10.3 <u>Invasive Exotic / Hazard Tree Removal</u>. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. This is a billable item, which may be requested by the Town from time to time on a perproposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 10 through 28 of the Contractor's Proposal for Auxiliary Services.

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

If directed to perform Invasive exotic/ Hazard Tree removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

- 5.10.4 <u>Fertilizer</u> will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.11.1. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 41 44 of the Contractor's proposal for Auxiliary Services.
- 5.10.5 Fire Ant Control as set forth herein or as directed by Town's Designee for: Trailside Park, Sunshine Ranches Equestrian Park, Rolling Oaks Park, Town Hall, Public Safety Facility, and Country Estates Park. During the term of the contract, other park properties may be added as they are developed and opened to the public. This is a billable item for a total of 3 applications, in accordance with unit prices set forth in line item #10 of the Contractor's proposal for Auxiliary Services.
 - A. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer's recommendations for application amount and methods.
 - B. Provide two additional applications, as directed by Town's Designee (total of 3 applications).
 - C. If fire ants are not totally eradicated, additional call back service will occur, on an as-needed basis, at no additional charge.
 - D. Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.
- 5.10.6 <u>Mulching</u>. Contractor shall provide and install, or install only, mulch as per Section 5.11.4 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 38 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.10.7 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item No.	Services	Unit	Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance		\$ 126 80
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$ 9216
3	String Trimming Only Maintenance	Per Linear Foot	\$,06
4	String Trimming Only Maintenance	Per Square Foot	\$,28
5	Shrub Trimming Only Maintenance	Per Square Foot	\$.28
6	Weeding Only Maintenance	Per Square Foot	\$,15
7	Edging Only Maintenance	Per Linear Foot	\$.03
- 8	Line of Sight/Brushback	Per Square Foot	\$.52
9	Herbicide spraying	Per Square Foot	\$ 24
10	Fire Ant Control Service	Per lb. in place	\$,50
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30	\$ 711
	•	p.m., Mon-Fri	352
12	Laborer/Groundskeeper	Per hour for all other times	\$ 4201
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30	\$ 1.26
		p.m., Mon-Fri	4600
14	Supervisor/Foreman	Per hour for all other times	\$ 4950
15	Certified Arborist	Per hour 8:00 a.m 4:30	\$ 2 (7)
		p.m., Mon-Fri	923
16	Certified Arborist .	Per hour for all other times	\$ 117,50
17	Skidsteer Loader with bucket, forks and	Per hour =	\$
	tree boom attachment with a minimum		·200
	operating capacity of 3000 lbs. with		7/1/38
	operator.		\$ 1
18	Skidsteer Loader with bucket, forks and	Per day =	\$
	tree boom attachment with a minimum		50-04
	operating capacity of 3000 lbs. with		195
	operator.		
19	Skidsteer Loader with bucket, forks and	Per week =	\$
	tree boom attachment with a minimum		20
	operating capacity of 3000 lbs. with		2975-
20	operator.		Δγ
20	Skidsteer Loader with bucket, forks and	Per month =	\$ 80
	tree boom attachment with a minimum		1100.00
	operating capacity of 3000 lbs. with		11,700
21	Operator.		11,900
2 i	Combination Front End Loader and	Per hour =	\$ 3:0
	Backhoe with a minimum operating	·	112
	weight of 13,000 lbs., with operator		110

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RFP 20-007

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

22	Combination Front End Loader and	Per day =	\$,,
	Backhoe with a minimum operating		00006
	weight of 13,000 lbs., with operator		878 -
23	Combination Front End Loader and	Per week =	\$. 00
	Backhoe with a minimum operating		1/1/02/80
	weight of 13,000 lbs., with operator		14,490
24	Combination Front End Loader and	Per month =	\$ 20
	Backhoe with a minimum operating	1	20
	weight of 13,000 lbs., with operator		177.977
25	Min. 15,000 GVM Dump Truck with	Per hour =	\$ 2 / 38
	Operator		84 30
26	Min. 15,000 GVM Dump Truck with	Per day =	\$ 1-1-04
	Operator	1	67507
27	Min. 15,000 GVM Dump Truck with	Per week =	\$ 77
	Operator		3375
28	Min. 15,000 GVM Dump Truck with	Per month =	\$ 0
	Operator		16876
29	Watering Truck with Operator	Per hour =	\$ / /2
	•		103 60
30	Watering Truck with Operator	Per day =	\$ = = = 4/4/
	· ·		182977
31	Watering Truck with Operator	Per week =	\$./ (.30
			14.145
32	Watering Truck with Operator	Per month =	\$ 16.5885
33	Hydraulic Bucket Truck with a reach of	Per hour =	\$. 0.76
	55', with operator		1387
34	Hydraulic Bucket Truck with a reach of	Per day =	\$ 32
	55', with operator		1030
35	Hydraulic Bucket Truck with a reach of	Per week =	\$ _ 60
	55', with operator		5/5/-
36	Hydraulic Bucket Truck with a reach of	Per month =	\$ 1/0
	55', with operator	j	20.606
37	Mowing of turf area – Acreage	Per acre=	\$ 9862
38	Melaleuca Mulch	Per Cubic Yard installed	\$ 41.00
39	Bahia Sod per pallet furnished & installed	Per pallet furnished &	\$ 100
		installed	1415
40	St. Augustine Sod per pallet furnished &	Per pallet furnished &	\$ 11 - 100
	installed	installed	1465-
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 5000
42	15-0-15 - 50% sulphur coated, with	Per 50 lb. in place	\$ -00
	Talstar	2 22 23 tot in place	1 55
43	Micronutrients: Manganese, in granular	Per lb. in place	\$,00
	form	101 III PIUOV	10

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RFP 20-007

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 600
45	Removal & Proper disposal of debris	Per Cubic Yard	\$ 9268
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging		\$ 14286
47	Re-set downed/wind thrown tree	Per Tree	\$ 22500
48	Staking – root ball staking (preferred method)	Per Tree	\$ 7500
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$ 75 00
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$ 6500
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$ 5325
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	% 2.65% X Cox & Plant.	\$
	Miscellaneous Code Enfor	cement Maintenance	1
53	Mowing/trimming maintenance	Per Individual Proposal	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE

PROPOSER'S NAME:

COMPANY NAME:

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RFP 20-007

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TownWide Parks and Property Maintenance Services Contract 20-007

Auxuliary Pricing Workbook

May 14, 2025 Extension - Rates at 2.75%

	The state of the s	4, 2025 Extension - Rates at 2.75%				
Item No.		Unit		2020 Unit Price	20)25 Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$	126.80	\$	130.29
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$	92.16	\$	94.69
3	String Trimming Only Maintenance	Per Linear Foot	\$	0.06	\$	0.06
4	String Trimming Only Maintenance	Per Square Foot	\$	0.28	\$	0.29
5	Shrub Trimming Only Maintenance	Per Square Foot	\$	0.28	\$	0.29
6	Weeding Only Maintenance	Per Square Foot	\$	0.15	\$	0.15
7	Edging Only Maintenance	Per Linear Foot	\$	0.03	\$	0.03
8	Line of Sight/Brushback	Per Square Foot	\$	0.52	\$	0.53
9	Herbicide spraying	Per Square Foot	\$	0.24	\$ \$	0.25
10	Fire Ant Control Service		\$	0.50		
		Per lb. in place				0.51
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	35.34)		36.31
12	Laborer/Groundskeeper	Per hour for all other times	\$	42.01)	\$	43.17
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	46.26	\$	47.53
14	Supervisor/Foreman	Per hour for all other times	\$	49.52	\$	50.88
15	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	92.50	\$	95.04
16	Certified Arborist	Per hour for all other times	\$	117.50	\$	120.73
(17)	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per hour =	\$	74.38)	\$	76.43
18	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per day =	\$	595.04	\$	611.40
19	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator. attachment with a minimum operating capacity of	Per week =	\$	2,975.20	\$	3,057.02
20	3000 lbs. with operator.	Per month =	\$	11,900.80	\$	12,228.07
21	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per hour =	\$	(112.32)	\$	115.41
22	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$	898.56	\$	923.27
23	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week =	\$	4,492.80	\$	4,616.35
24	minimum operating weight of 13,000 lbs., with operator	Per month =	\$	17,971.20	\$	18,465.41
			\$	84.38		86.70
25	Min. 15,000 GVM Dump Truck with Operator	Per hour =	9	01.30	4	(00.70)
23	Truck with Operator	1 VI HOUI				

TownWide Parks and Property Maintenance Services Contract 20-007 Auxuliary Pricing Workbook May 14, 2025 Extension - Rates at 2.75%

	May 14, 2025 Extension - Rates at 2.75%									
			\$	675.04	\$	693.60				
26	Min. 15,000 GVM Dump Truck with Operator	Per day =								
			\$	3,375.20	\$	3,468.02				
27	Min. 15,000 GVM Dump Truck with Operator	Per week =								
			Φ.	1607600		15 240 00				
28	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$	16,876.00	\$	17,340.09				
			\$	103.68	\$	106.53				
29	Watering Truck with Operator	Per hour =								
			\$	829.44	\$	852.25				
30	Watering Truck with Operator	Per day =								
			\$	4,145.20	\$	4,259.19				
31	Watering Truck with Operator	Per week =								
32	Watering Truck with Operator	Per month =	\$	16,588.80	\$	17,044.99				
32	watering Truck with Operator	rei montii –				·				
	Hydraulic Bucket Truck with a reach of 55', with		\$	128.79	\$	132.33				
33	operator	Per hour =								
	Hydraulic Bucket Truck with a reach of 55', with		\$	1,030.32	\$	1,058.65				
34	operator	Per day =								
			\$	5,151.60	\$	5,293.27				
35	Hydraulic Bucket Truck with a reach of 55', with operator	Per week =								
36	Hydraulic Bucket Truck with a reach of 55', with operator	Per month =	\$	20,606.40	\$	21,173.08				
37				98.62						
	Mowing of turf area – Acreage	Per acre=	\$		\$	101.33				
38	Melaleuca Mulch	Per Cubic Yard installed	\$	41.00	\$	42.13				
39	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$	415.00	\$	426.41				
40	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$	465.00	\$	477.79				
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$	50.00	\$	51.38				
42	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$	50.00	\$	51.38				
43	Micronutrients: Manganese, in granular form	Per lb. in place	\$	6.00	\$	6.17				
44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$	6.00	\$	6.17				
45	Removal & Proper disposal of debris	Per Cubic Yard	\$	92.68	\$	95.23				
	Sunshine Ranches Equestrian Park Additional Rin	g								
46	and Trail dragging	Per Service	\$	142.86		146.79				
47	Re-set downed/wind thrown tree	Per Tree	\$	225.00	\$	231.19				
48	Staking – root ball staking (preferred method) Staking and guying - board and batten materials (3)	Per Tree	\$	75.00	\$	77.06				
49	caliper or greater)	Per Tree	\$	75.00	\$	77.06				
50	Staking and guying - lodge poles and sisal material (3" caliper or less)	Per Tree	\$	65.00	\$	66.79				

August 14, 2025 Regular Meeting
Page 132 of 184

TownWide Parks and Property Maintenance Services Contract 20-007 Auxuliary Pricing Workbook May 14, 2025 Extension - Rates at 2.75%

51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$	53.25	\$	54.71
	% markup over Plant Finder price for tree, shrub and					
52	other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)		\$			
		1				
	Miscellaneous Code Enforcement Maintenance					
53	Mowing/trimming maintenance	Per Individual Proposal				

August 14, 2025 Regular Meeting Page 133 of 184

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Town of Southwest Ranches

Preserving Our Rural Lifestyle

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

PURCHASE ORDER 25-

FEI # 65-1036656 State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance & Budget Department)

1700 SW 68th Avenue Plantation, FL, 33317 Southwest Ranches, FL 333 P.O. DATE REQUISITIONER CONTRACT# & PRICE LIST ATTACHED PURCH 7/16/2025 D. Lauretano-Haines 20-007 NO N/A OTY UNIT ACCOUNT NO. DESCRIPTION UNIT PRICE Town wide Invasive Exotics Removal, various locations, per contract 20-007 rates approved via Resolutions #2020-038 and #2025-050 S -	ENCY]
P.O. DATE REQUISITIONER CONTRACT # & PRICE LIST ATTACHED PURCH 7/16/2025 D. Lauretano-Haines 20-007 NO N/A QTY UNIT ACCOUNT NO. DESCRIPTION UNIT PRICE Town wide Invasive Exotics Removal, various locations, per contract 20-007 rates approved via Resolutions #2020-	ENCY]
DATE REQUISITIONER CONTRACT # & PRICE LIST ATTACHED PURCH 7/16/2025 D. Lauretano- Haines 20-007 NO N/A QTY UNIT ACCOUNT NO. DESCRIPTION UNIT PRICE Town wide Invasive Exotics Removal, various locations, per contract 20-007 rates approved via Resolutions #2020-]
7/16/2025 D. Lauretano-Haines 20-007 NO N/A QTY UNIT ACCOUNT NO. DESCRIPTION UNIT PRICE 10 locations 001,3600,572,46010 Town wide Invasive Exotics Removal, various locations, per contract 20-007 rates approved via Resolutions #2020-	ASE	_
Town wide Invasive Exotics Removal, various locations, per contract 20-007 rates approved via Resolutions #2020-		
locations 001,3600,572,46010 various locations, per contract 20-007 rates approved via Resolutions #2020-	T	OTAL
	\$	138,121.84
		130,121.04
SUBTOTAL	\$	138,121.84
SALES TAX	T.	Exempt
TOTAL	\$	138,121.84
Approved By: Date Authorized By:		Date
Department Head Town Financial Administra	ator	
See TERMS AND CONDITIONS on pages 2 & 3 and www.southwestranches.org/procurement		
Authorized By: Town Administrator		Date

E-Verify MOU

Sunbiz

W9 on File IRS EIN Verified

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TERMS AND CONDITIONS

Exhibit "A"

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

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

<u>ASSIGNMENT</u>

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

COMPLIANCE WITH ALL LAWS

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

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

DELIVERY

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

DELIVERIES

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

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

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

FORCE MAJEURE

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

GOVERNING LAW

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

INCORPORATION

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

INDEMNIFICATION

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

INDEPENDENT CONTRACTOR

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

INSPECTION AND ACCEPTANCE

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

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

INSURANCE

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

INVOICING

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

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

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

<u>MATERIAL SAFETY DATA SHEETS</u>
The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

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

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

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

NON-WAIVER OF RIGHTS

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

OCCUPATIONAL SAFETY AND HEALTH

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

OFFICIALS NOT TO BENEFIT

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

PACKING LISTS

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

PAYMENT AND TERMS

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

PAYMENT CHANGES

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

Exhibit "A" **PUBLICITY**

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

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

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

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

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

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

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

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

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

QUANTITIES

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

REMEDIES

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

RESPONSIBILITY

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

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

SEVERABILITY

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

SUB-CONTRACTING

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

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

TERMINATION

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

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

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

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

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.

Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

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

ANTI-DISCRIMINATION

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

WARRANTY

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

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

HUMAN TRAFFICKING DISCLOSURE

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

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



Proposal

EDJ Tree Service LLC 1700 SW 68th Avenue Plantation, FL 33317 (954) 791-4167

Thursday, June 12, 2025

Town of Southwest Ranches **December Lauretano-Haines** 13400 Griffin Rd

Southwest Ranches, FL 33330

E-mail: rickb@edjservice.com

Phone: (954) 434 0008

Project Name:

SWR - Townwide Invasive Exotic Removal - 20250612 (R) Job Site: Service D

Arborist: Rick Blaha 13400 Griffin Road

Southwest Ranches, FL 33330

ltem	Description	Qty	Cost
nvasives	Location/Scope of Work	0	
	Location List and Scope of Work:		
	1) Rolling Oaks Park - Remove all invasive exotics growing on from		
	wetland perimeters on northeast side of site, east of SW 56th cul-de-sac.		
	2) Rolling Oaks Park - Butterfly Garden area - remove invasive		
	exotics (holly, bischofia) if any resprouting in the garden area,		
	especially around the green buttonwood, sabal palms and wild lime trees.		
	3) Canal bank along 172nd and south perimeter canal bank treat for		
	invasive exotics if any resprouting in this area.		
	4) Sunshine Ranches Equestrian Park - Remove invasives sprouting in		
	tall cocoplum and other planting beds all over the park.		
	5) SW 185th Way Pocket Park (between 5951 and 6021 SW 185th		
	Way) - remove invasive exotic growth from south, east and north		
	fence lines. (regular maintenance to control growth after).		
	6) Griffin Road West - remove any invasive exotics, vines growing in		
	and over berm landscaping.		
	7) Water Retention Area at Hancock Road (SW 142nd Avenue) and		
	Griffin Road - remove and treat for invasive exotics resprouting in this area, especially in the south and east fence lines.		
	8) Water Retention area at SW 130 Avenue and Griffin Road -		
	remove and treat for invasive exotics resprouting in this area,		
	especially on the south and east fence lines.		
	9) Country Estates fishing hole park (see attached marked aerial		
	photo) - Remove invasive exotics growing on site in marked target		
	areas (see attached marked aerial photo). If other areas are present,		
	included in proposal.		
	10) Broadwing Building (20951 Griffin Road) - Remove all invasive		
	exotics growing on site (see attached marked aerial photo).		



Proposal

EDJ Tree Service LLC

1700 SW 68th Avenue Plantation, FL 33317 (954) 791-4167

Invasives RFP Contractual Cost Breakdown 1 \$138,121.84

Townwide Parks and Property Maintenance Services - RFP No. 20-

Townwide Right-of-Way Maintenance Services - RFP No. 20-008

Laborer/Groundskeeper - \$36.31 per Hour per Laborer Five (5) Laborers x 8 Hours per Day x 30 Days = \$43,572.00

Supervisor/Foreman - \$47.53 per Hour per Supervisor One (1) Supervisor x 8 hours per Day x 30 Days = \$11,407.20

Skidsteer Loader with bucket, forks, and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator. - \$3,057.02 per Week

Six (6) Weeks (30 Days) x \$3,057.02 per Week = \$18,342.12

Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs. with operator. - \$4,616.35 per Week Six (6) Weeks (30 Days) x \$4,616.35 per Week = \$27,698.10

Min 15,000 GVW Dump Truck with operator - \$3,468.02 Six (6) Weeks (30 Days) x \$3,468.02 per Week = \$20,808.12

Removal and Proper Disposal of Debris - \$95.23 per Cubic Yard 56.75 CY x \$95.23 = \$5,404.30

Herbicide Spraying - \$0.25 per Sq. Ft. \$0.25 per Sq. Ft x 43,560 Sq. Ft. = \$10,890.00

		Subtotal:	\$138,121.84
		Tax:	\$0.00
Signature	Date	Total:	\$138,121.84

Did you know you can accept proposals online?

You will need to set up your online account. For that you will need your account number: 758152, billing zip code: 33330 and email address: dlauretano@southwestranches.org

Click Here To Access Your Portal

Terms of Service:

- 1. If proposal is accepted, Contractor is not responsible for any above or below ground Cable, electric, or water and irrigation lines but due caution will be taken.
- 2. All work performed with an ISA Certified Arborist on Site.
- 3. EDJ will issue at the end of the job an invoice for the services provided at the rate as quoted herein and all remaining payments are due upon receipt and payable no later than thirty (30) days of receipt of invoice.
- 4. If permits are required, all permit fees are billed to client as incurred. No additional permit runner fees will be charged.
- 5. All outstanding balances due in excess of thirty (30) days will be assessed interest at one percent (1.5%) per month on the unpaid balance from the original invoice date until paid in full.
- 6. Price quoted is good for Ninety (90) days from date of proposal.



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor 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 Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, PRF Director

DATE: 8/14/2025

SUBJECT: Purchase Order for Playground Surface Material

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

This request for continued improved levels of service at Sunshine Ranches Equestrian, Country Estates Fishing Hole, and at Calusa Corners parks is for the annual replenishment of loose-fill playground surface material, Engineered Wood Fiber (EWF).

Surface material is protective and deteriorates over time, becomes displaced and frequently needs trash and debris to be removed. Inadequate maintenance of surface material could result in injuries. Replenishment of surface material is performed on an annual basis or more frequently as needed.

Townwide Parks and Property Maintenance Contract #20-007 includes pricing for these

services on an as-needed basis. The following areas are targeted for inclusion within the current request:

- Sunshine Ranches Equestrian Park, approximately 450 cubic yards is needed.
- Country Estates Park, approximately 450 cubic yards is needed.

Calusa Corners Park, approximately 120 cubic yards is needed.

Fiscal Impact/Analysis

Funds have been included in FY 2025 Budget in account #001-3600-572-46040 (General Fund – Grounds Maintenance) for this specific project.

Staff Contact:

December Lauretano-Haines Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Туре
Resolution - TA Approved	8/8/2025	Resolution
Purchase Order	7/21/2025	Backup Material
PO Terms and Conditions	7/21/2025	Backup Material
Approved Budget pages	7/21/2025	Backup Material
Contract 20-007 germane pages	7/21/2025	Backup Material
updated contract pricing worksheet	7/21/2025	Backup Material

RESOLUTION NO. 2025-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH EDJ SERVICE, LLC IN THE AMOUNT OF FORTY-TWO THOUSAND, NINE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS (\$42,972.60) FOR REPLENISHMENT OF PLAYGROUND SURFACE MATERIAL AT MULTIPLE TOWN PROPERTY LOCATIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Playgrounds in the Town have been furnished with loose-fill surface material, otherwise known as Engineered Wood Fiber (EWF "mulch"), due to due to its durability and relatively low cost; and

WHEREAS, Surface material is protective and deteriorates over time, becomes displaced and frequently needs trash and debris to be removed; and

WHEREAS, Replenishment of surface material is generally performed on an annual basis or more frequently as needed; and

WHEREAS, In the Fiscal Year 2025 budget planning process, the Town prioritized improved maintenance of playground surface material at all park Playgrounds; and

WHEREAS, pursuant to Resolutions No. 2020-038 and 2025-050, the Town has continuing contract #20-007 for Town-Wide Parks and Property Maintenance services with EDJ Service, LLC; and

WHEREAS, Town-Wide Parks and Property Maintenance contract #20-007 includes pricing for replenishment of loose fill surface material (mulches) on an asneeded basis; and

WHEREAS, Funds have been included in FY 2025 Budget in account #001-3600-572-46040 (General Fund – Grounds Maintenance) for this specific project; and

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

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

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

Service, LLC in the amount of Forty-Two Thousand, Nine Hundred Seventy-Two Dollars and Sixty Cents (\$42,972.60) for replenishment of playground surface material at multiple Town Property locations, in substantially the same form as that attached hereto as Exhibit "A."

<u>Section 3.</u> The Town Council hereby authorizes the Town Administrator to execute the Purchase Order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent 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 ____day of <u>August</u>, 2025, on a motion by _____ and seconded by _____.

Breitkreuz Hartmann Allbritton Jablonski Kuczenski		Ayes Nays Absent Abstaining				
		Steve Breitl	kreuz, Mayor			
ATTEST:						
Debra Ruesga	a, CMC, Town Clerk		_			
Approved as	Approved as to Form and Correctness:					

Keith Poliakoff, J.D., Town Attorney 1001.063.2025

EXHIBIT "A"



Town of Southwest Ranches

Preserving Our Rural Lifestyle

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

PURCHASE ORDER 25-

FEI # 65-1036656 State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance & Budget Department)

To:	EDJ Service LLC				Ship To: Town of South	west	Ranches	S	
	1700 SW 68th Ave				13400 Griffin	Road			
			Southwest Ran	iches	, FL 333	30			
P.O.	DEGLIGITIONED		PIGGYBAC				EMERGE		
7/16/2025	REQUISITIONER D. Lauretano- Haines	20-007	& PRICE	NO	N/A		PURCHA	ASE	
QTY	UNIT	ACCOUNT NO.	DES	SCRIP	TION	ι	JNIT		TOTAL
						P	RICE		
		001,3600,572,46040	replenishmen contract #20- via Resolution	it, vario 007 wit 1s #2020	Surface material us locations, per h rates approved 0-038, #2025-050 l services	\$	-	\$	-
	450		Sunshine Rancl	nes Eque	strian Park	\$	42.13	\$	18,958.50
	450		Country Estate	s Park		\$	42.13	\$	18,958.50
	120		Calusa Corners	Park		\$	42.13	\$	5,055.60
			•		SUBTOTAL			\$	42,972.60
					SALES TAX			ı	Exempt
					TOTAL			\$	42,972.60
A	1 D	Data	-		A 41 1 D-				Data
Approved Departme	=	Date			Authorized By Town Financi		lministra	ator	Date
	IS AND CONDITION								
and www	v.southwestranches	s.org/procurement			A41 1.D.				D-4-
_					Authorized By Town Admini				Date
W9 on File	et approved IRS EIN Verified	E-Verify MOU	Sunbiz		10WII Admini	strate	JI [*]		

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TERMS AND CONDITIONS

Exhibit "A"

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

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

<u>ASSIGNMENT</u>

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

COMPLIANCE WITH ALL LAWS

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

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

DELIVERY

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

DELIVERIES

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

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

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

FORCE MAJEURE

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

GOVERNING LAW

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

INCORPORATION

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

INDEMNIFICATION

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

INDEPENDENT CONTRACTOR

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

INSPECTION AND ACCEPTANCE

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

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

INSURANCE

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

INVOICING

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

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

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

<u>MATERIAL SAFETY DATA SHEETS</u>
The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

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

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

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

NON-WAIVER OF RIGHTS

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

OCCUPATIONAL SAFETY AND HEALTH

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

OFFICIALS NOT TO BENEFIT

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

PACKING LISTS

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

PAYMENT AND TERMS

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

PAYMENT CHANGES

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

Exhibit "A" **PUBLICITY**

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

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

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

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

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

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

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

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

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

QUANTITIES

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

REMEDIES

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

RESPONSIBILITY

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

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

SEVERABILITY

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

SUB-CONTRACTING

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

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

TERMINATION

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

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

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

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

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.

Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

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

ANTI-DISCRIMINATION

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

WARRANTY

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

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

HUMAN TRAFFICKING DISCLOSURE

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

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

FUNDED

Town of Southwest Ranches, Florid

FY 2025 Program Modification

Townwide Parks Level of Service Update 2 Calusa Corners, Sunshine Ranches, and Country Estates Park Playground–Annual Surface Material Replenishment

Department Name	Division Name	Fund	Priority	Fiscal Impact
PROS	Parks, Recreation and Open Space	General	2	\$43,050

Background

The Sunshine Ranches Equestrian Park playground was opened to the public in 2006. The Country Estates Fishing Hole Park playground was opened to the public in 2013. The Calusa Corners Park playground was opened to the public in 2018. Each playground was furnished with loose-fill playground surface material, otherwise known as Engineered Wood Fiber (EWF). This product is widely used due to its durability and relatively low cost.

In Fiscal Year 2023 - 2024, loose-fill surface material was replenished at each location to correct previous inadequate levels and funded at the same rate (\$43,050) of this Proposed FY 2024-2025.

In Fiscal Year 2017/2018, Staff researched costs for conversion to other types of playground surface material, which represented significant costs without significant maintenance costs savings over time.

Justification & Description

This request for continued improved levels of service at Sunshine Ranches Equestrian, Country Estates Fishing Hole, and at Calusa Corners parks is for the annual replenishment of loose-fill playground surface material, Engineered Wood Fiber (EWF).

Surface material is protective and deteriorates over time, becomes displaced and frequently needs trash and debris to be removed. Inadequate maintenance of surface material could result in injuries. Replenishment of surface material should be performed, at minimum, on an annual basis or more frequently as needed.

Cost estimates were established on area calculations and contractors' rates. This improved level of service would allow the Town to replenish surface material once per year.

Funding Source

This will be funded via millage (Truth-In-Millage TRIM). This item will be continued annually.

Alternative / Adverse Impact if not funded

If not funded, surface material levels will revert to below safe operating margins.

Page 1 of 2

FUNDED

FY 2025 Program Modification

Townwide Parks Level of Service Update 2 Calusa Corners, Sunshine Ranches, and Country Estates Park Playground-Annual Surface Material Replenishment

Required Resources				
Line Item	Title or Description of Request	Cost		
001-3600-572-46040	Miscellaneous Maintenance – Sunshine Ranches Equestrian Park playground surface material	\$21,000		
001-3600-572-46040	Miscellaneous Maintenance – Country Estates Fishing Hole Park playground surface material	\$17,850		
001-3600-572-46040	Miscellaneous Maintenance – Calusa Corners Park playground surface material	\$4,200		

Page 2 of 2

RESOLUTION NO. 2020 - 038

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE PARKS AND **PROPERTY MAINTENANCE SERVICES**; **APPROVING** AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE **TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO APPROVING A FY 2019-2020 BUDGETARY** APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$5,700.00 (FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-007 seeking Town-Wide Park and Property Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from six responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and ranked EDJ Service, LLC as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with EDJ Service, LLC; and

WHEREAS, the project is underfunded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund Unassigned Fund Balance; and

WHEREAS, EDJ Service, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Parks and Property Maintenance Services under the terms and conditions set forth hereinafter;

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

- **Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.
- **Section 2.** After reviewing all the information provided, the Town Council hereby approves the selection of EDJ Services, LLC as the lowest priced most responsive and responsible proposer for Town-Wide Park and Property Maintenance Services.
- **Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Park and Property Maintenance Services.
- **Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$5,700.00; and the General Fund: PROS Department Ground Maintenance Parks expense account 001-3600-572-46040 is hereby increased in the amount of \$5,700.00.
- **Section 5.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

Section 6. This Resolution shall take effect July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by Vin Schroeler and seconded by Vin Hartmann.

МсКау	Ues	Ayes	ç
Schroeder	(Ses)	Nays	
Amundson	Ues	Absent	7
Hartmann	uter		
Jablonski	<u>Úkó</u>		//
	O		

Doug Mckay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



AGREEMENT BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

EDJ SERVICE, LLC

FOR

RFP NO.: 20-007
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

AGREEMENT FOR RFP No.: 20-007

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of <u>May</u> 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and EDJ Service, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to maintain parks and property within Town ("Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-007 on December 13, 2019 ("RFP"); and

WHEREAS, seven (7) proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020-037 at a public meeting of the Town Council approving the recommended award and has selected EDJ Services, LLC for award of the Project.

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

Section 1: Scope of Services

- Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the RFP, the Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for parks and property maintenance performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price.

 August 14, 20 Turn left 167 187 all costs for the proper disposal of excess material generated of 184 site in the

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item No.	Services	Unit	Unit Price
I	Parks and Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$ 126 80
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$ 9216
3	String Trimming Only Maintenance	Per Linear Foot	\$,06
4	String Trimming Only Maintenance	Per Square Foot	\$,28
5	Shrub Trimming Only Maintenance	Per Square Foot	\$.28
6	Weeding Only Maintenance	Per Square Foot	\$,15
7	Edging Only Maintenance	Per Linear Foot	\$.03
- 8	Line of Sight/Brushback	Per Square Foot	\$.52
9	Herbicide spraying	Per Square Foot	\$,24
10	Fire Ant Control Service	Per lb. in place	\$,50
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30	\$ 711
		p.m., Mon-Fri	3525
12	Laborer/Groundskeeper	Per hour for all other times	\$ 4201
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$ 11,26
14	Supervisor/Foreman	Per hour for all other times	\$ 4952
15	Certified Arborist	Per hour 8:00 a.m 4:30	\$ 779
		p.m., Mon-Fri	9250
16	Certified Arborist .	Per hour for all other times	\$ 117,50
17	Skidsteer Loader with bucket, forks and	Per hour =	\$ ////
	tree boom attachment with a minimum		
	operating capacity of 3000 lbs. with		7,138
	operator.		14-
18	Skidsteer Loader with bucket, forks and	Per day =	\$,
	tree boom attachment with a minimum	_	-0-04
	operating capacity of 3000 lbs. with		195
	operator.		9 /-
19	Skidsteer Loader with bucket, forks and	Per week =	\$
	tree boom attachment with a minimum		20
	operating capacity of 3000 lbs. with		1975-
	operator.		0,10
20	Skidsteer Loader with bucket, forks and	Per month =	\$
ĺ	tree boom attachment with a minimum	ĺ	80
	operating capacity of 3000 lbs. with		11900
	operator.		11,100
21	Combination Front End Loader and	Per hour =	\$ 20
j	Backhoe with a minimum operating		11,900
l	weight of 13,000 lbs., with operator		110

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RFP 20-007

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

·			
22	Combination Front End Loader and	Per day =	\$ -1
	Backhoe with a minimum operating		00006
	weight of 13,000 lbs., with operator		878
23	Combination Front End Loader and	Per week =	\$. 00
	Backhoe with a minimum operating		1/1/02/5
	weight of 13,000 lbs., with operator		14,490
24	Combination Front End Loader and	Per month =	\$ 20
	Backhoe with a minimum operating		mana
	weight of 13,000 lbs., with operator		17.471
25	Min. 15,000 GVM Dump Truck with	Per hour =	\$ 2138
	Operator		84 33
26	Min. 15,000 GVM Dump Truck with	Per day =	\$ 1-04
	Operator	1	675
27	Min. 15,000 GVM Dump Truck with	Per week =	\$ - (20)
	Operator		3375
28	Min. 15,000 GVM Dump Truck with	Per month =	\$ 0
<u></u>	Operator		16876
29	Watering Truck with Operator	Per hour =	\$ / /0
	•		10300
30	Watering Truck with Operator	Per day =	\$ = = = 4/4
	,		1 82977
31	Watering Truck with Operator	Per week =	\$./ / .30
			14.145
32	Watering Truck with Operator	Per month =	\$ 11.5888
33	Hydraulic Bucket Truck with a reach of	Per hour =	\$ 0.20
	55', with operator		1 /38 1
34	Hydraulic Bucket Truck with a reach of	Per day =	\$ '32
	55', with operator	1	1030
35	Hydraulic Bucket Truck with a reach of	Per week =	\$ - 60
	55', with operator		5151
36	Hydraulic Bucket Truck with a reach of	Per month =	\$ ///
	55', with operator		20/00/4
37	Mowing of turf area - Acreage	Per acre=	\$ 9862
38	Melaleuca Mulch	Per Cubic Yard installed	\$ 41.00
39	Bahia Sod per pallet furnished & installed	Per pallet furnished &	\$ 41.00
	A A	installed	415
40	St. Augustine Sod per pallet furnished &	Per pallet furnished &	\$ 11-70
	installed	installed	1041500
41	8-2-10 - 90% sulphur coated	Per 50 lb. in place	6 6000
42	15-0-15 - 50% sulphur coated, with	Per 50 lb. in place	\$ 500
	Talstar	rer 50 to. in place	\$ 5500
43	Micronutrients: Manganese, in granular	Per lb. in place	0 00
	form	rei io. iii piace	\$ 600
			1 0

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RFP 20-007

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TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 600
45	Removal & Proper disposal of debris	Per Cubic Yard	\$ 9268
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging		\$ 14286
47	Re-set downed/wind thrown tree	Per Tree	\$ 22500
48	Staking – root ball staking (preferred method)	Per Tree	\$ 7500
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$ 75 00
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$ 6500
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$ 5325
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	% 2.65% X Cox & Plant.	\$
	Miscellaneous Code Enfor	cement Maintenance	1
53	Mowing/trimming maintenance	Per Individual Proposal	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE

PROPOSER'S NAME:

COMPANY NAME:

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RFP 20-007

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- 5.9.7 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean- up can be completed by the end of the day.
- 5.9.8 Trimming, pruning and sucker removal trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.
- 5.9.9 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.
- 5.9.10 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.
- 5.9.11 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.
- 5.9.12 All work to comply with current A.N.S.I. Standards tree, shrub & other plant maintenance.
- 5.9.13 All structures, monuments signs, streetlights and fencing located on medians or rights-of-way___0, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.10 ADDITIONAL MAINTENANCE SCHEDULE

- 5.10.1 <u>Selective Trimming</u> of shrub and ground cover material shall be performed as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be chipped or ground for use as mulch in place by the end of maintenance visit.
- 5.10.2 <u>Tree Maintenance</u>. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.
- 5.10.3 <u>Invasive Exotic / Hazard Tree Removal</u>. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. This is a billable item, which may be requested by the Town from time to time on a perproposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 10 through 28 of the Contractor's Proposal for Auxiliary Services.

If directed to perform Invasive exotic/ Hazard Tree removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

- 5.10.4 <u>Fertilizer</u> will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.11.1. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 41 44 of the Contractor's proposal for Auxiliary Services.
- 5.10.5 Fire Ant Control as set forth herein or as directed by Town's Designee for: Trailside Park, Sunshine Ranches Equestrian Park, Rolling Oaks Park, Town Hall, Public Safety Facility, and Country Estates Park. During the term of the contract, other park properties may be added as they are developed and opened to the public. This is a billable item for a total of 3 applications, in accordance with unit prices set forth in line item #10 of the Contractor's proposal for Auxiliary Services.
 - A. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer's recommendations for application amount and methods.
 - B. Provide two additional applications, as directed by Town's Designee (total of 3 applications).
 - C. If fire ants are not totally eradicated, additional call back service will occur, on an as-needed basis, at no additional charge.
 - D. Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.

5.10.6 <u>Mulching</u>. Contractor shall provide and install, or install only, mulch as per Section 5.11.4 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 38 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.10.7 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

TownWide Parks and Property Maintenance Services #20-007 Auxuliary Pricing Workbook May 14, 2025 Extension - Rates @ 2.75%

	·····/ =	4, 2025 Extension - Rates @ 2.75%				
Item No.	Services	Unit		2020 Unit Price	2	025 Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$	126.80	\$	130.29
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$	92.16	\$	94.69
3	String Trimming Only Maintenance	Per Linear Foot	\$	0.06	\$	0.06
4	String Trimming Only Maintenance	Per Square Foot	\$	0.28	\$	0.29
5	Shrub Trimming Only Maintenance	Per Square Foot	\$	0.28	\$	0.29
6	Weeding Only Maintenance	Per Square Foot	\$	0.15	\$	0.15
7	Edging Only Maintenance	Per Linear Foot	\$	0.03	\$	0.03
8	Line of Sight/Brushback	Per Square Foot	\$	0.52	\$	0.53
9	Herbicide spraying	Per Square Foot	\$	0.24	\$	0.25
10	Fire Ant Control Service	Per lb. in place	\$	0.50	\$	0.51
11	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	35.34	\$	36.31
12	Laborer/Groundskeeper	Per hour for all other times	\$	42.01	\$	43.17
13	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	46.26	\$	47.53
14	Supervisor/Foreman	Per hour for all other times	\$	49.52	\$	50.88
15	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri	\$	92.50	\$	95.04
16	Certified Arborist	Per hour for all other times	\$	117.50	\$	120.73
	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of		\$	74.38	\$	76.43
17	3000 lbs. with operator.	Per hour =				
	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of		\$	595.04	\$	611.40
18	3000 lbs. with operator.	Per day =				
	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of		\$	2,975.20	\$	3,057.02
19	3000 lbs. with operator. Skidsteer Loader with bucket, forks and tree boom	Per week =				
20	attachment with a minimum operating capacity of	Per month =	\$	11,900.80	\$	12,228.07
	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with		\$	112.32	\$	115.41
21	operator	Per hour =				
	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with		\$	898.56	\$	923.27
22	operator	Per day =				
23	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week =	\$	4,492.80	\$	4,616.35
24	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with	Per month =	\$	17,971.20	\$	18,465.41
			\$	84.38	\$	86.70
25	Min. 15,000 GVM Dump Truck with Operator	Per hour =				
	1		\$	675.04	\$	693.60
<u> </u>		1	*	0,0.01	~	0,5.00

August 14, 2025 Regular Meeting Page 165 of 184

TownWide Parks and Property Maintenance Services #20-007 (Auxuliary Pricing Workbook) May 14, 2025 Extension - Rates @ 2.75%

	May 14, 2025 Extension - Rates @ 2.75%							
26	Min. 15,000 GVM Dump Truck with Operator	Per day =						
			\$	3,375.20	\$	3,468.02		
27	Min. 15,000 GVM Dump Truck with Operator	Per week =						
28	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$	16,876.00	\$	17,340.09		
			\$	103.68	\$	106.53		
29	Watering Truck with Operator	Per hour =						
			\$	829.44	\$	852.25		
30	Watering Truck with Operator	Per day =						
			\$	4,145.20	\$	4,259.19		
31	Watering Truck with Operator	Per week =		,		,		
32	Watering Truck with Operator	Per month =	\$	16,588.80	\$	17,044.99		
			\$	128.79		132.33		
33	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =		223172				
33	operator	1 of noti	\$	1,030.32	\$	1,058.65		
34	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	Ψ	1,030.32	Ψ	1,030.03		
34	operator	rei day –	\$	5,151.60	\$	5,293.27		
35	Hydraulic Bucket Truck with a reach of 55', with operator	Per week =	Ψ	3,131.00	Ψ	3,293.21		
	Hydraulic Bucket Truck with a reach of 55', with	Per month =	•	20 606 40	Φ.	21 172 00		
36	operator A and a second		\$	20,606.40		21,173.08		
37	Mowing of turf area – Acreage	Per acre=	\$	98.62		101.33		
38	Melaleuca Mulch	Per Cubic Yard installed	\$	41.00		42.13		
39	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$	415.00		426.41		
40	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$	465.00	\$	477.79		
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$	50.00	\$	51.38		
42	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$	50.00	\$	51.38		
43	Micronutrients: Manganese, in granular form	Per lb. in place	\$	6.00	\$	6.17		
44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$	6.00	\$	6.17		
45	Removal & Proper disposal of debris Sunshine Ranches Equestrian Park Additional Ring	Per Cubic Yard	\$	92.68	\$	95.23		
46	and Trail dragging	Per Service	\$	142.86	\$	146.79		
47	Re-set downed/wind thrown tree	Per Tree	\$	225.00	\$	231.19		
48	Staking – root ball staking (preferred method) Staking and guying - board and batten materials (3"	Per Tree	\$	75.00	\$	77.06		
49	caliper or greater)	Per Tree	\$	75.00	\$	77.06		
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$	65.00	\$	66.79		
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$	53.25	\$	54.71		
	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover							

August 14, 2025 Regular Meeting Page 166 of 184

TownWide Parks and Property Maintenance Services #20-007 Auxuliary Pricing Workbook May 14, 2025 Extension - Rates @ 2.75%

52	furnish, transportation, installation, a watering costs)	and initial 2.65% x cost of plant	\$	
Miscellaneous Code Enforcement Maintenance				
53	Mowing/trimming maintenance	Per Individual Proposal		

August 14, 2025 Regular Meeting Page 167 of 184

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor 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 Breitkreuz and Town CouncilVIA: Russell Muñiz, Town Administrator, ICMA-CMFROM: Russell Muñiz, Town Administrator, ICMA-CM

DATE: 8/14/2025

SUBJECT: Unsafe Structures Board Interlocal Agreement with Broward County

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town is in need of an Unsafe Structures Board ("Board") to hear and dispose of cases brought by the Town's Building Official in accordance with the Florida Building Code. Broward County ("County") maintains a Board that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code and the County, through said Board, is willing to perform such services for the Town.

On May 10, 2007, the Town entered into an agreement with Broward County ("County") for its Unsafe Structures Board ("Board") and the County has revised its Interlocal Agreement since the last agreement was approved and now the Town and the County wish to enter into this new agreement.

The Town Council finds it to be in the best interest of the Town to enter into an Interlocal Agreement with the County to utilize the County's Unsafe Structures Board.

Fiscal Impact/Analysis

There are no costs to adopt this agreement but costs will be incurred in accordance with the attached agreement when cases are referred to the Unsafe Structures Board.

Staff Contact:

Russell Muñiz, Town Administrator, ICMA-CM

ATTACHMENTS:

Description	Upload Date	Type
CountyILA-UnsafeStrctrsBrdUse-Reso - TA Approved	8/8/2025	Resolution
BC Unsafe Structures Board Agreement	8/8/2025	Agreement

RESOLUTION NO. 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, **APPROVING** INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO UTILIZE **ITS** UNSAFE **STRUCTURES BOARD FOR** ADJUDICATION OF TOWN BUILDING CODE AND RELATED PUBLIC NUISANCE MATTERS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY **EXECUTE** SAID AGREEMENT; AND PROVIDING AN **EFFECTIVE DATE.**

- **WHEREAS,** the Town needs an Unsafe Structures Board ("Board") to hear and dispose of cases brought by the Town's Building Official in accordance with the Florida Building Code; and
- **WHEREAS,** Broward County ("County") maintains a Board that hears and disposes of cases brought by Building Officials in accordance with the Florida Building Code; and
- **WHEREAS,** on May 10, 2007, the Town entered into an agreement with Broward County ("County") for its Unsafe Structures Board ("Board"); and
- **WHEREAS,** the County has revised its Interlocal Agreement and wishes the Town to enter into this new agreement as attached hereto as Exhibit "A"; and
- **WHEREAS,** the Town Council finds it to be in the best interest of the Town to enter into an Interlocal Agreement with the County to utilize the County's Unsafe Structures Board.
- **NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:
- **Section 1:** The above referenced recitals are true and correct and are incorporated herein by reference.
- **Section 2:** The Town Council hereby approves the Interlocal Agreement with Broward County, as attached hereto as Exhibit "A," to utilize the County's Unsafe Structures Board for the adjudication of Town Building Code and related public nuisances matters.
- <u>Section 3:</u> The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter an Interlocal Agreement in substantially

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

 $\underline{\textbf{Section 4:}} \quad \text{This Resolution shall become effective immediately upon its adoption.}$

PA	SSED AN	D AD	JPTEI) by ti	ne I	own Cour	icil of th	e Iov	vn c	of Southw	est
Ranches,											
		6	and se	conde	d by						<u>—·</u>
Bre	itkreuz		_			Ayes			_		
Har	tmann		_			Nays	_		-		
Allb	ritton		_			Abse	ent _		-		
Jab	lonski		_			Abst	aining _		_		
Kud	zenski		_								
						Stev	e Breitk	reuz,	May	/or	
ATTEST:								,		,	
Debra Rue	esga, CMC	, Towr	n Clerk	<u> </u>							
Approved	as to Forr	n and	Correc	tness	•						
Keith Polia	akoff, J.D.	, Towr	Attor	ney							

Return recorded document to: Hipolito Cruz, Jr., Director Building Code Division 2307 West Broward Boulevard, Suite 300 Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE STRUCTURES BOARD

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

Town of Southwest Ranches, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "Town," collectively referred to as the "Parties."

- A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."
- B. County maintains an Unsafe Structures Board ("Board") that hears and disposes of cases brought by Building Officials to enforce minimum standards of maintenance in accordance with the Florida Building Code.
- C. Pursuant to Chapter 1 of the Florida Building Code, Broward County Edition, the Board is authorized to hear and dispose of cases brought by Building Officials.
- D. Town is desirous of utilizing the Board to hear and dispose of cases brought by the Town's Building Official.
- E. Pursuant to Section 116 of the Florida Building Code, the Board has the authority to hear and dispose of cases brought by the Town's Building Official.
- F. County is willing to prepare and present cases brought by the Town's Building Official ("Services") on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. County agrees to make the Board available to hear and dispose of cases brought by the Town's Building Official for violations of the Florida Building Code.
- 1.2. Once Town's Building Official determines that a violation exists, County shall be responsible for:
 - (a) filing a case with the Board on behalf of Town; and
 - (b) noticing and conducting the hearings in accordance with laws, rules, and regulations governing hearings before the Board.
- 1.3. County shall perform the above-described functions through the Building Code Division, or any successor entity.
- 1.4. Town shall be responsible for ensuring that the appropriate witnesses attend the hearing(s) to provide the relevant testimony and evidence and for implementing the orders and directives of the Board to cause the violation(s) to be corrected. The Parties acknowledge that County is merely performing processing functions and providing access to the Board as a vehicle for Town to enforce the provisions of the Florida Building Code. Accordingly, Town retains the responsibility for filing or defending any appeal(s) of Board orders or defending legal actions arising from enforcement actions taken by Town pursuant to a Board order.

ARTICLE 2 - FUNCTIONS AND DUTIES NOT TRANSFERRED TO COUNTY

It is specifically understood and agreed that all rights and powers as may be vested in Town pursuant to Chapter 166, Florida Statutes, or any other law, ordinance, or Charter provision of Town not specifically addressed by this Agreement shall be retained by Town.

ARTICLE 3 - COMPENSATION

3.1. Up until September 30, 2025, County shall provide Services at the rate of Ninety-two and 87/100 Dollars (\$92.87) per hour for the Building Code Inspector; Ninety-eight and 80/100 Dollars (\$98.80) per hour for the Plans Examiner; Ninety-nine and 05/100 Dollars (\$99.05) per hour for the Chief Building Code Inspector; Ninety-nine and 80/100 Dollars (\$99.80) per hour for the Building Official; and Thirty-nine and 60/100 Dollars (\$39.60) per hour for clerical support. Commencing October 1, 2025, County will provide Services at the rate of Ninety-seven and 51.100 Dollars (\$97.51) per hour for a Building Code Inspector; Ninety-eight and 80/100 Dollars (\$98.80) for a Plans Examiner; Ninety-nine and 05/100 Dollars (\$99.05) for a Chief Building Code Inspector; and Thirty-nine and 60/100 Dollars (\$39.60) for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the Town prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, per case, of One Thousand and 00/100 Dollars (\$1,000.00) without written authorization from the

Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.

- 3.2. County shall invoice Town on a monthly basis for actual services provided during the preceding month. Town shall reimburse County within thirty (30) days after the date of the invoice.
- 3.3. Fines and liens recorded against property shall run in favor of Town.
- 3.4 The amounts set forth in Section 3.1 shall be adjusted annually by County by an amount not to exceed ten percent (10%) to address increases in operating and labor costs. Notwithstanding the foregoing, County may also adjust the amounts set forth above by amounts exceeding ten percent (10%) to address natural disasters and other unforeseen events and circumstances. No later than May 1^{st} of each year, County shall provide Town with notice of anticipated increases, if any. Any increases shall take effect on October 1^{st} , following the May 1^{st} notification.
- 3.5. Town shall be responsible for the actual costs of the services delineated necessary to implement orders and directives of the Board to cause the violations(s) to be corrected. Such costs shall include, but are not limited to, boarding up property and demolition necessary to remove the violation(s).

ARTICLE 4 - TERM OF AGREEMENT

- 4.1. This Agreement shall commence on the date it is fully executed by the Parties and recorded in the Official Records of Broward County and shall continue in full force and effect until midnight September 30, 2030.
- 4.2. This Agreement shall continue in full force and effect unless written notice of termination by County or Town is provided pursuant to Article 8, Notices. Unless terminated as provided in Article 7, Termination, this Agreement may be renewed for successive five (5) year periods upon request of Town and upon acceptance by the County Administrator.

ARTICLE 5 – GOVERNMENTAL IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Town and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent required by law. Notwithstanding the foregoing and to the extent Town presents cases before the Board pursuant to this Agreement, the Board is not an agent of County. Accordingly, Town agrees to indemnify and defend Broward County and its directors, officers, agents, and the Board from any and all claims, causes of actions, and demands of any nature, whether known or unknown, arising out of or in connection with the Board's disposition of any case(s) heard on behalf of Town pursuant to this Agreement.

ARTICLE 6 - INSURANCE

County is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days' notice to the other party of such termination pursuant to Article 8, Notices. Within sixty (60) days after termination of this Agreement, County shall forward to Town all documentation related to cases previously heard or being prepared to be heard by the Board.

ARTICLE 8 - NOTICES

Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

To County:
Director, Broward County Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, FL 33312
Email address:
With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
Email address:
To Town:
Russell Muñiz, Town Administrator
13400 Griffin Road
Courthweat Danahas Flavida
Southwest Ranches, Florida
Email address: rmuniz@southwestranches.org

with copy to.
Government Law Group Attn: Keith Poliakoff
200 S. Andres Avenue, Suite 601
Fort Lauderdale, Florida 33301
Email address: keith@govlawgroup.com

With convitor

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 PUBLIC RECORDS. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-765-4400, SPAGE@BROWARD.ORG, 2307 WEST BROWARD BLVD, SUITE 300, FORT LAUDERDALE, FL 33312

- 9.2 ASSIGNMENT. County shall perform the selected Services provided for in this Agreement exclusively and solely for Town that is a party to this Agreement. Neither party shall have the right to assign this Agreement.
- 9.3 WAIVER. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 9.4 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 9.5 ENTIRE AGREEMENT. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 9.6 INDEPENDENT CONTRACTOR. County is an independent contractor under this Agreement. Services provided by County pursuant to this Agreement shall be subject to the supervision of County. In providing such Services, neither County nor its agents shall act as officers, employees, or agents of Town. This Agreement shall not constitute or make the Parties a partnership or joint venture.
- 9.7 MODIFICATION. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the

same or similar formality as this Agreement and by duly authorized representatives of the Parties. Amendments extending the term of this Agreement pursuant to Article 4.2 or adding or deleting services to the Scope of Services under Article 1 may be approved by the County Administrator.

- 9.8 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understanding of the Parties concerning the subject matter of this Agreement are contained herein.
- 9.9 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.
- 9.10 THIRD PARTY BENEFICIARIES. Neither County or Town intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them arising out of this Agreement.
- 9.11 COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.
- 9.12 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 9.13 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.
- 9.14 DRAFTING. This Agreement has been jointly prepared by the Parties and shall not be more strictly construed against either party because of such party's preparation of this Agreement.
- 9.15 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or

article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

- 9.16 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.
- 9.17 MULTIPLE ORIGINALS AND COUNTERPARTS. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.
- 9.18 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.
- 9.19 RECORDING. This Agreement shall be recorded in the Official Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

[Remainder of page intentionally left blank]

between County and Town for presentation Board to be performed by the Broward of Department on the respective dates unde its Mayor or Vice-Mayor, authorized t	s hereto have made and executed this Interlocal Agreement on at hearings before the Broward County Unsafe Structures County Building Code Division of the Resilient Environment or each signature: Broward County, signing by and through to execute same by Board action on the day of an action by and through its, duly
authorized to execute same by Council ac	tion on the day of, 20
	<u>COUNTY</u>
ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners
Ву:	By:
Broward County Administrator, as ex officio Clerk of the Broward County	By: Mayor
Board of County Commissioners	day of, 20
	Reviewed and approved as to legal sufficiency Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600
	By Maite Azcoitia (Date)
	Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR BROWARD COUNTY STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE BROWARD COUNTY UNSAFE STRUCTURES BOARD

	<u>TOWN</u>
	Town of Southwest Ranches
Attest:	By Steve Breitkreuz, Mayor
Debra Rusega, CMC, Town Clerk	day of, 20
	By Russell Muñiz, Town Administrator
	day of, 20
	APPROVED AS TO FORM:
	By Keith Poliakoff, Town Attorney

MA/gmb 06/24/2025 BCD unsafe – SW Ranches #60049-0032

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Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax

Town Council Steve Breitkreuz, Mayor 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

STAFF REQUESTING A TABLING OF THIS ITEM

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council

VIA: Russell Muñiz, Town Administrator

FROM: Keith Poliakoff, Town Attorney

DATE: 8/14/2025

SUBJECT: Proactive Code Enforcement for Illegal Businesses

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

The Town of Southwest Ranches is a rural agrarian community that values its residential and agricultural character. The Town's Unified Land Development Code and Code of Ordinances have been created to preserve the Town's rural lifestyle and to protect residents from uses that are not allowed in the Town's residential zoning districts ("illegal businesses").

The operation of illegal businesses within the Town threatens the health, safety, and welfare of the entire community and the Town Council finds it necessary and proper to establish the proactive code enforcement of illegal businesses. Such proactive enforcement does not seek to override any protections for agriculturally related businesses or home based businesses that may be protected by state law.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Town Administrator Jeff Katims, Town Planner

ATTACHMENTS:

Description Upload Date Type

Amended Resolution - TA Approved 8/11/2025 Resolution