



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of November 20, 2025

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

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

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

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

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

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

### **Ordinance - 1st Reading**

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2026-2030 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**

**EFFECTIVE DATE.**

**Resolutions**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS FOR CONSTRUCTION OF THE COUNTRY ESTATES DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THREE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$389,400.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 14000 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.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SHI INTERNATIONAL CORP. FOR THE PURCHASE AND LICENSING OF THE EDMUNDS GOVTECH CLOUD-NATIVE FINANCIAL MANAGEMENT SOFTWARE SUITE AT A FIRST YEAR COST OF THIRTY NINE THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS AND ZERO CENTS (\$39,328.00); ACKNOWLEDGING THAT SHI INTERNATIONAL CORP. IS THE AUTHORIZED RESELLER AND CONTRACT HOLDER FOR THE EDMUNDS GOVTECH SOFTWARE THROUGH THE OMNIA PARTNERS GOVERNMENT COOPERATIVE CONTRACT FOR INFORMATION TECHNOLOGY PRODUCTS AND SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2024-2025 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.
15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2026; AND PROVIDING AN EFFECTIVE DATE.
16. Approval of Minutes

- a. **August 12, 2025 Budget Workshop Minutes**
- b. **August 14, 2025 Regular Meeting Minutes**
- c. **August 28, 2025 Regular Meeting Minutes**
- d. **September 15, 2025 First Budget Hearing Minutes**
- e. **September 15, 2025 Regular Meeting Minutes**
- f. **September 25, 2025 Second Budget Hearing Minutes**
- g. **September 25, 2025 Regular Meeting Minutes**

## **17. Adjournment**

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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell C. Muñiz, Town Administrator  
**FROM:** Debra M. Ruesga, Town Clerk  
**DATE:** 11/20/2025  
**SUBJECT:** Appointment of New Vice Mayor

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#### **Recommendation**

Town Staff is requesting Town Council's consideration and appointment of Vice Mayor of the Town of Southwest Ranches for the upcoming year.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

Section 2.03 of the Town's Charter addresses the position of Vice Mayor. The Vice Mayor shall be elected from among Council Members. It requires a majority vote of the Council. This Resolution serves to comply with the Town's Charter by appointing a new Vice Mayor.

The vote takes place in November of each year. The Vice Mayor shall serve for a period of one year. No Council Member shall serve consecutive terms as Vice Mayor unless no other Council Member is willing to serve as Vice Mayor.

#### **Fiscal Impact/Analysis**

**Staff Contact:**

Debra M Ruesga, Town Clerk

**ATTACHMENTS:**

Description

Resolution - TA Approved

Upload Date

11/13/2025

Type

Resolution

**RESOLUTION NO. 2026 – XXX**

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

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

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

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

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

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

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

**Section 2:** The Town Council hereby appoints Council Member \_\_\_\_\_ as the new Vice Mayor of the Town of Southwest Ranches.

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

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

Ranches, Florida, this 20<sup>th</sup> day of November, 2025, on a motion by \_\_\_\_\_

and seconded by \_\_\_\_\_.

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

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

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

ATTEST:

\_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.096.2025



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**Town Council**  
**Steve Breitreuz, Mayor**  
**Bob Hartmann, Vice Mayor**  
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**Gary Jablonski, Council Member**  
**David S. Kuczenski, Esq., Council Member**

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell Muniz, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/20/2025  
**SUBJECT:** FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

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#### **Recommendation**

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

#### **Unanimous Vote of the Town Council Required?**

Yes

#### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

#### **Background**

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

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic

movement, drainage) will be maintained over the next five years. The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds.

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

### **Fiscal Impact/Analysis**

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

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

### **Staff Contact:**

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

### **ATTACHMENTS:**

Description	Upload Date	Type
Business Impact Form	10/20/2025	Backup Material
Ordinance Adopting Five Year Schedule of Capital Improvements	10/20/2025	Ordinance
CIE Support Document	10/20/2025	Backup Material

# Town of Southwest Ranches Business Impact Estimate Form



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

Title of proposed ordinance:

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

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

## **Section A**

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
  - ☐ The proposed ordinance relates to the issuance or refinancing of debt;
  - ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
  - ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
  - ☐ The proposed ordinance is an emergency ordinance;
  - ☐ The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
- ☐ Development orders and development permits, as defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the Town;
  - ☐ Sections 190.005 and 190.046;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

Adopts the five year capital budget as required by Florida law.

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

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

This ordinance has no direct compliance costs for businesses.

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

This ordinance does not create any new charges or fees on businesses.

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

The Town will not incur any regulatory costs as a result of this ordinance.

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

Zero.

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



## **ORDINANCE 2026 -**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2026-2030 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Local Planning Agency held a duly noticed public hearing on November 20, 2025, and recommends that the Town Council adopt the updated Schedule.

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

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

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

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

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

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

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_, 2025 on a motion made by \_\_\_\_ and seconded by \_\_\_\_.

**PASSED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_, 2025 on a motion made by \_\_\_\_ and seconded by \_\_\_\_.

Breitkreuz \_\_\_\_

Hartmann \_\_\_\_

Allbritton \_\_\_\_

Jablonski \_\_\_\_

Kuczenski \_\_\_\_

Ayes \_\_\_\_

Nays \_\_\_\_

Absent \_\_\_\_

Abstaining \_\_\_\_

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

Attest:

\_\_\_\_\_  
Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

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

1001.091.2025

## **EXHIBIT "A"**

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*Projects listed within single CIP template									
PROJECT TOTALS									
FY2026 NOT FUNDED CIPS									
Frontier Trails Conservation Area									
Country Estates Park									
Calusa Corners Park									
FY2026 thru FY2030 Not Funded CIPs									
					</				

# **PROPOSED FY 2026-2030 ANNUAL UPDATE TO CIE**

## **CAPITAL IMPROVEMENTS ELEMENT**

### **Part III-G: Support Documents**

#### **Town of Southwest Ranches**

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## **CAPITAL IMPROVEMENTS ELEMENT**

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

### **Public Facility Needs**

#### **Transportation including Mass Transit**

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2026-2030): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

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

The following documents are hereby incorporated by reference:

- \* Broward County Transportation Improvement Program for FY 2026 – 2030
- \* Broward County MPO Metropolitan Transportation Plan 2050
- \*FDOT Adopted Work Program FY 2026 – 2030

### **Sanitary Sewer**

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

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

### **Potable Water**

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

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

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

### **Solid Waste**

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

The Broward County Capital Improvements Program FY 2026–2030 is hereby incorporated by reference.

### **Drainage**

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

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

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

### **Parks and Recreation**

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

### **Schools**

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

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

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

relocatables).

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

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

The District Educational Facilities Plan adopted by the Broward County School Board on September 3, 2024, for FY 2026-2030 is hereby incorporated by reference.

## **Public Education and Public Health Systems**

### **Public Education Facilities**

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

### **Public Health Facilities**

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

## **Existing Revenue Sources and Funding Mechanisms**

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

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

### **General Fund**

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

### **Transportation Fund**

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

### **Debt Service Fund**

It records the accumulation of resources that are restricted or committed to expenditures for the payment of principal and interest on the Town's bonds issued in support of governmental activities. The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

### **Capital Fund**

It's used to account and track the financial resources used for the acquisition, construction, or improvement of major Town owned capital projects. . Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

## **ANALYSIS**

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

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

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

### **Fiscal implication of existing deficiencies**

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

**Impacts of public education and public health systems on infrastructure**

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

**Timing of Capital Improvements**

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

**Ability to Fund Capital Improvements**

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

**Summary and Conclusions**

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

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

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Five Year Capital Improvement Plan  
All Funds Project Expenditure Summary FY2026 - FY2030

	FY2026			FY2027			FY2028			FY2029			FY2030		Total
	AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE		AMT	FUNDING SOURCE	
General Fund Total	FY2026	-		FY2027	-		FY2028	-		FY2029	-		FY2030	-	
Fire Wells Replacement and Installation	70,000	FA		70,000	FA		70,000	FA		70,000	FA		70,000	FA	350,000
Town Hall Multi-Purpose Storage Building	200,000	GF		-	NF		-	NF		-	NF		-	NF	200,000
Public Safety Facility\Emergency Operations Center (EOC)	900,000	GF		-	NF		-	NF		-	NF		-	NF	900,000
SW Meadows Sanctuary Park PHASE I - Roadway, Parking, and Restroom Facilities	2,141,463	ARPA, GF Tfr, G													2,141,463
				-	NF		-	NF		-	NF		-	NF	
Capital Projects Fund Total															
Sunshine Ranches Equestrian Park Playground Rehabilitation	56,250	GF Tfr		56,250	GF Tfr		56,250	GF Tfr		-	NF		-	NF	168,750
Parks, Recreation and Open Space (PROS) Entranceway Signage	100,000	GF Tfr		-	NF		-	NF		-	NF		-	NF	100,000
Town Hall Entranceway Modification - Bulletproof Doors	100,000	GF Tfr		-	NF		-	NF		-	NF		-	NF	100,000
LED Monument Signs	131,440	GF Tfr		-	NF		-	NF		-	NF		-	NF	131,440
Transportation Fund Total															
Drainage Improvement Projects: Non-Surtax	290,260	GF Tfr		290,260	NF		290,260	NF		290,260	NF		290,260	NF	1,451,300
Surface and Drainage Ongoing Rehabilitation (TSDOR): Surtax*	500,000	STx		-	NF		-	NF		-	NF		-	NF	500,000
Dykes Road Turn Lane *	541,320	G, GF Tfr		-	NF		-	NF		-	NF		-	NF	541,320
Southwest Meadows Sanctuary Water Quality and Drainage Project *	750,000	G, GF Tfr		-	NF		-	NF		-	NF		-	NF	750,000
Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax*	1,504,160	GF Tfr		450,000	GF Tfr		450,000	GF Tfr		450,000	GF Tfr		450,000	GF Tfr	3,304,160
*Projects listed within single CIP template															
PROJECT TOTALS	\$7,284,893			\$866,510			\$866,510			\$810,260			\$810,260		\$10,638,433
FY2026 NOT FUNDED CIPS															
Frontier Trails Conservation Area	125,000	NF		223,500	NF		689,650	NF		841,500	NF		841,500	NF	2,721,150
Country Estates Park	150,000	NF		175,000	NF		240,000	NF		229,575	NF		270,425	NF	1,065,000
Calusa Corners Park	296,000	NF		503,225	NF		195,500	NF		211,000	NF		211,000	NF	1,416,725
FY2026 thru FY2030 Not Funded CIPs	\$571,000			\$901,725			\$1,125,150			\$1,282,075			\$1,322,925		\$5,202,875

Funding Source Code	Funding Source Name
ARPA	American Rescue Plan Act
FA	Fire Assessment
G	Grant Funding
GF Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance
STx	Surtax

The following documents are hereby incorporated by reference:

- \*Broward County Capital Improvement Program for FY 2026-2030
- \* Broward County Transportation Improvement Program for FY 2026-2030
- \* Broward County MPO Metropolitan Transportation Plan 2050
- \*FDOT Adopted Work Program FY 2026 – 2030
- \* City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.
- \* Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.
- \*District Educational Facilities Plan adopted by the Broward County School Board on September 3, 2025



**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, ICMA-CM, 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 Muñoz, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 11/20/2025  
**SUBJECT:** Contract Award to Kailas Contractors for the Country Estates Drainage Improvement Project

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

D. Improved Infrastructure

#### **Background**

The Town was successful in obtaining \$355,000 in funding for critical infrastructure in Country Estates from the State budget with a \$100,000 Town match. The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the project. Town staff held several public meetings to discuss the specifics of the project with impacted residents. Several residents dedicated drainage easements to the Town for the completion of this project.

The drainage improvements include roadside swales, manholes, catch basins (yard drains), piping, driveway restorations, brush clearing and swale regrading, and site restoration. No work shall be proposed outside of the Town's right-of-way or outside of the proposed designated drainage easement. All labor, equipment, and materials necessary to construct the

improvements described by the Drawings and Project Specifications will be provided by the contractor.

On August 28, 2025, the Town advertised an Invitation for Bids (IFB) 25-23 and on October 8, 2025, The Town received twelve (12) responses to the Invitation for Bids.

Bidder	Bid
Kailas Contractors	\$389,400.00
ATC Engineering Inc	\$473,225.00
C&W Pipeline, Inc.	\$532,760.00
Atlas Construction & Engineering Co LLC	\$555,257.50
Basile USA LLC	\$599,687.10
JD Backhoe, Inc.	\$633,479.56
Huurr Homes LLC	\$637,984.51
Johnson-Davis Incorporated	\$800,400.00
Higher Ground Land Service	\$818,490.23
Pabon Engineering, Inc.	\$895,000.00
CMG Pipelines, Inc.	\$982,493.50
Master Road Finishers Corp.	\$1,181,688.39

After reviewing the bids, it was determined that Kailas Contractors was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town’s Procurement Code. The contractor will have 120 days to complete the project after the Notice to Proceed is issued.

**Fiscal Impact/Analysis**

Pursuant to Resolution 2021-078, the Town entered into an agreement with the Florida Department of Environmental Protection to receive \$355,000 of grant funding for this Drainage Improvement Project with a \$100,000 Town match for a total project amount of \$455,000.

The Town had \$378,865.00 remaining in the FY 2024-2025 Transportation Fund Budget for construction after surveying and design expenses. The Town budgeted \$34,400 in FY 2025-20206 Transportation Fund (Account 101-5100-541-63260 Infrastructure - Drainage) that includes the remaining portion of the Town’s match in the amount of \$23,865 plus the additional funding of \$10,535.00 that is required to complete this project.

Therefore, a budget amendment is required to record the grant funding of \$355,000 to the Fiscal Year 2025-2026 Transportation Fund Budget as follows:

**Transportation Fund**

**Expenditure Increase:**

Transportation Drainage Expenditures (101-5100-541-63260)                      \$355,000

Revenues Increase:

State Grant - Transportation (101-0000-334-33449)

\$355,000

**Staff Contact:**

Rod Ley, P.E., Public Works Director

Emily Aceti, Community Services Manager

Emil Lopez, Town Financial Administrator

Christina Semeraro, Procurement Officer

**ATTACHMENTS:**

Description

Resolution - TA Approved

Exhibit A - Agreement

Upload Date

11/14/2025

11/3/2025

Type

Resolution

Agreement

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## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS FOR CONSTRUCTION OF THE COUNTRY ESTATES DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THREE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$389,400.00); APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the Country Estates Drainage Project (the "Project"); and

**WHEREAS**, the Project includes roadside swales, manholes, catch basins, piping, brush clearing and swale regrading, and site restoration; and

**WHEREAS**, the Town advertised an Invitation for Bids 25-23 on August 28, 2025; and

**WHEREAS**, on October 8, 2025, the Town received twelve (12) responsive bids; and

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

**WHEREAS**, Kailas Contractor's bid totals Three Hundred Eighty-Nine Thousand Four Hundred Dollars and Zero Cents (\$389,400.00); and

**WHEREAS**, pursuant to Resolution 2021-078, the Town entered into an agreement with the Florida Department of Environmental Protection to receive Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) grant with a One Hundred Thousand Dollar and Zero Cents (\$100,000.00) Town match for a total project amount of \$455,000; and

**WHEREAS**, The Town had \$378,865.00 remaining in the FY 2024-2025 Budget Municipal Transportation Fund for construction after surveying and design expenses; and

**WHEREAS,** the Town budgeted Thirty-Four Thousand Four Hundred Dollars and Zero Cents (\$34,400.00) in FY 2025-2026 Transportation Fund (Account 101-5100-541-63260 Infrastructure - Drainage) that includes the remaining portion of the Town's match in the amount of Twenty-three Thousand Eight Hundred Sixty-Five Dollars and Zero Cents (\$23,865.00) plus the additional funding of Ten Thousand Five Hundred Thirty-Five Dollars and Zero Cents (\$10,535.00) required to complete this project; and

**WHEREAS,** a budget amendment is required to record the grant funding of Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) with the Florida Department of Environmental Protection in the FY 2025-2026 Transportation Fund Budget; and

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

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

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

**Section 2.** The Town Council hereby approves an Agreement with Kailas Contractors in the amount of Three Hundred Eighty-Nine Thousand Four Hundred Dollars and Zero Cents (\$389,400.00) for construction of the Country Estates Drainage Project, in substantially the same form as that attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby approves a budget amendment to the Fiscal Year 2025-2026 Transportation Budget as follows:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260)	\$355,000
---	-----------

Revenues Increase

State Grant - Transportation (101-0000-334-33449)	\$355,000
---	-----------

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

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



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

Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2025 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

Attest:

\_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.083.2025

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

**EXHIBIT A – AGREEMENT**



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

KAILAS CORP.

FOR

**“IFB 25-23 COUNTRY ESTATES DRAINAGE PROJECT”**

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

**AGREEMENT FOR**

**“IFB 25-23 COUNTRY ESTATES DRAINAGE PROJECT”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and KAILAS CORP. (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to implement the IFB 25-23 COUNTRY ESTATES DRAINAGE PROJECT (“Project”); and

**WHEREAS**, the Town advertised an Invitation for Bids, IFB No. 25-23 on August 28, 2025 (“IFB”); and

**WHEREAS**, Twelve (12) bids were received by the Town on October 8, 2025; and

**WHEREAS**, the Town has adopted Resolution No. 2025- \_\_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected KAILAS CORP. for award of the Project.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws, and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation, or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

**Section 2: Term of this Agreement and Agreement Time**

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

**“IFB 25-23 COUNTRY ESTATES DRAINAGE PROJECT”**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Finance Department. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind.
- 2.5 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **ninety (90) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

2.6 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:

- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
- (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
- (iii) All Work has been completed; and
- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.7 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.5, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.5, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

2.8 **Liquidated/Delay Damages ("LD's")** – In the event Contractor does not achieve Substantial Completion of the Work as defined above, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor.

Final Completion of the Work shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred twenty (120)** days from the date of

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, COUNTRY ESTATES DRAINAGE PROJECT, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

2.9 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by Town.

2.10 Additionally, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. Section 2.7 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

### **Section 3: Compensation & Method of Payment**

3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$389,400.00 Dollars ("Contract Price").



TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

**Section 4: Assignment**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

**Section 5: Contractor's Responsibility for Safety**

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

**Section 6: Insurance**

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)**

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for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

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

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

And

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

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

**Section 7: Copyrights and Patent Rights**

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this

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Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

**Section 8: Laws and Regulations**

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

**Section 9: Taxes and Costs**

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

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

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

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

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nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

#### **Section 12: Sovereign Immunity**

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

#### **Section 13: Prevailing Party Attorneys' Fees**

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

#### **Section 14: No Third-Party Beneficiaries**

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

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**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

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

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

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



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exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

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

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

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
  2. Contractor's insolvency, bankruptcy or receivership;
  3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  5. Contractor's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes Information Statement**

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

**Section 20: Use of Awarded Bid by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**

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

**Section 26: Time is of the Essence; Liquidated Damages**

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

**Section 27: Days**

The term 'days' or 'calendar days' in reference to a period of time shall mean consecutive calendar days, to include Saturday, Sunday, and holidays.

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**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty, or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

If to Town:

Town of Southwest Ranches  
Town Administrator  
13400 Griffin Road

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Southwest Ranches, Florida 33330

With a copy to:

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

If to Contractor:

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

**Section 33: Miscellaneous**

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

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

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However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- L. Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of

TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

- M. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or Contractor under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
- N. Anti Human Trafficking.** By executing this Agreement, the Contractor, through its duly authorized officer or representative, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. For purposes of this provision, the term “governmental entity” has the same meaning as set forth in Section 287.138(1), Florida Statutes.

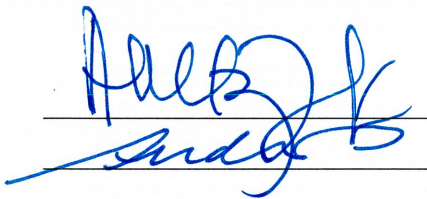
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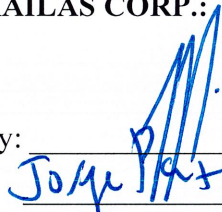
TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: KAILAS CORP. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2025.

**WITNESSES:**



**KAILAS CORP.:**

By:  (title)  
16 day of Oct 2025

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_  
Steve Breitreuz, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Russell Muñiz, Town Administrator

\_\_\_\_ day of \_\_\_\_\_, 2025

**ATTEST:**

\_\_\_\_\_  
Debra Ruesga, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney  
1001.079.2025

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TOWN OF SOUTHWEST RANCHES, FLORIDA  
COUNTRY ESTATES DRAINAGE PROJECT  
IFB NO. 25-23

**UPDATED BID  
FORM 10/01/25**

**APPENDIX B  
BID SCHEDULE**

**COMPANY NAME:**  
Kailas Corp.

The following Bid Form is presented to assist the Town in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. For any mathematical or extension errors, unit price shall govern.

<b><u>BID SCHEDULE</u></b>					
<b><u>Bid Item No.</u></b>	<b><u>Description</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Value</u></b>
<b>General Conditions</b>					
1	Mobilization	1	LS	\$20,000.00	\$20,000.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Stormwater Pollution Prevention Plan (Furnish, Install, and Maintain)	1	LS	\$10,000.00	\$10,000.00
4	Site Restoration	1	LS	\$10,000.00	\$10,000.00
<b>Civil Site Work</b>					
5	Pavement Removal (Concrete Driveway, up to 6")	140	SY	\$20.00	\$2,800.00
6	Pavement Removal (Driveway and Roadway Asphalt)	115	SY	\$20.00	\$2,300.00
7	Tree Removal	1	LS	\$10,000.00	\$10,000.00
8	24" ADS A-2000 Pipe and Trench Restoration	1,940	LF	\$100.00	\$194,000.00
9	Inline Drain Inlet (Yard Drain)	13	EA	\$5,000.00	\$65,000.00
10	<b>Doghouse</b> Storm Manhole	1	EA	\$5,000.00	\$5,000.00
11	Concrete Driveway (up to 6")	140	SY	\$100.00	\$14,000.00
12	Asphalt Driveway and Roadway	115	SY	\$100.00	\$11,500.00
13	Swale Grading and Sodding	1090	LF	\$20.00	\$21,800.00
14	<b>Survey/As-Built</b>	1	LS	\$10,000.00	\$10,000.00
15	<b>Root Barrier</b>	300	LF	\$10.00	\$3,000.00

**TOTAL BID AMOUNT**

**\$ 389,400.00**

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell Muñoz, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 11/20/2025  
**SUBJECT:** 14000 Luray Road Water Agreement

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#### **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**

14000 Luray Road LLC / Maria Mejia ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 14000 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 14000 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	11/14/2025	Resolution
Exhibit A - Agreement	11/3/2025	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 14000 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,** 14000 Luray Road LLC / Maria Mejia ("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 14000 Luray Road, provided that

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

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2025 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczinski \_\_\_\_\_

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

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

Attest:

\_\_\_\_\_  
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.082.2025



**WATER AGREEMENT**

**FOR SINGLE-FAMILY HOMEOWNER**

FOR: 14000 Luray Road, LLC  
(NAME OF OWNER)

LOCATION: 14000 Luray Rd. Southwest Ranches, FL 33330

THIS AGREEMENT effective this 22 day of Sept, 2025, 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 Maria Fernandez an individual with a property address of 14311 Biscayne Blvd. Ste 612 947 - , hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

14311 Biscayne Blvd. Ste 612 947  
North Miami FL 33181

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

### **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

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

FOR THE TOWN OF SOUTHWEST RANCHES

Maria Fernanda Mejia  
14311 Biscayne Blvd St 612947  
North Miami, FL 33181

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 Maria Fernanda Mejia to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that Maria Fernanda Mejia executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 22 day of Sept, 20 25.

Georgette T. Parsons  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: 4-8-2029



GEORGETTE T. PARSONS  
Notary Public  
State of Florida  
Comm# HH662072  
Expires 4/8/2029

OWNER

BY: [Signature]

DATE: 9-22-2025

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

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

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

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

My commission expires:

Signed, sealed and delivered  
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: \_\_\_\_\_  
MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
TOWN CLERK

Approved as to legal form:

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell Muñoz, Town Administrator  
**FROM:** Emil C. Lopez, Town Financial Administrator  
**DATE:** 11/20/2025  
**SUBJECT:** Edmunds GovTech Financial Management Software Suite

---

#### **Recommendation**

It is recommended that the Town Council approve a Service Order with SHI International Corp. in the amount of \$39,328.00 for Fiscal Year 2025-2026 for the purchase, licensing, implementation, training, and maintenance of the Edmunds GovTech cloud-native financial management software suite, under the OMNIA Partners cooperative purchasing contract for Information Technology Products and Services. See Exhibit A – Agreement.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

The Town of Southwest Ranches continues to enhance operational efficiency and transparency through the implementation of modern cloud-based technology solutions. The Town's existing financial management software has served its purpose for many years but lacks the automation, integration, and reporting capabilities available in newer enterprise resource planning (ERP) systems.

The Edmunds GovTech platform is a comprehensive cloud-native ERP system designed

specifically for local governments. It provides an integrated suite for financial management that includes General Ledger, Accounts Receivable, Accounts Payable, Fixed Assets, Grant Tracking, Purchasing & Contract Tracking and citizen engagement. It also improves reporting (standard/custom) and workflow automation while reducing manual data entry and strengthening audit trail controls.

To obtain the Edmunds GovTech system, the Town will enter into a Service Order with SHI International Corp., the authorized reseller and contract distributor of Edmunds GovTech products under the OMNIA Partners cooperative purchasing program. This approach ensures competitive compliance under the Town’s procurement code, while leveraging pre-negotiated cooperative contract pricing and terms that are favorable to public agencies.

**Fiscal Impact/Analysis**

The total first-year cost of the Edmunds GovTech software suite for Fiscal Year 2025-2026 is \$39,328.00, which includes the software subscription, hosting, implementation, training, and data conversion. The cost for the first year is fully funded in the current Fiscal Year 2025-2026 Budget under the General Fund (Non-Departmental 001-3900-519-99100).

After the initial service period and through FY 2029-2030, the annual fee will be \$18,030.00 for subscription and hosting fees.

**Cost breakdown:**

<b>Fiscal Year</b>	<b>Annual Cost</b>
2025-2026	\$39,328
2026-2027	\$18,030
2027-2028	\$18,030
2028-2029	\$18,030
2029-2030	\$18,030
<b>Total Cost</b>	<b>\$111,448</b>

**Staff Contact:**

Emil C. Lopez, Town Financial Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	11/13/2025	Resolution
Exhibit A - Agreement	11/13/2025	Exhibit
Exhibit B - Service Order	11/13/2025	Exhibit



**RESOLUTION NO. 2025 -**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SERVICE ORDER BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SHI INTERNATIONAL CORP. FOR THE PURCHASE AND LICENSING OF THE EDMUNDS GOVTECH CLOUD-NATIVE FINANCIAL MANAGEMENT SOFTWARE SUITE AT A FIRST YEAR COST OF THIRTY NINE THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS AND ZERO CENTS (\$39,328.00); ACKNOWLEDGING THAT SHI INTERNATIONAL CORP. IS THE AUTHORIZED RESELLER AND CONTRACT HOLDER FOR THE EDMUNDS GOVTECH SOFTWARE THROUGH THE OMNIA PARTNERS GOVERNMENT COOPERATIVE CONTRACT FOR INFORMATION TECHNOLOGY PRODUCTS AND SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Southwest Ranches currently utilizes a legacy financial management system that has served the Town well for many years, but lacks certain automation and reporting features available in newer platforms; and

**WHEREAS**, the Town of Southwest Ranches seeks to enhance efficiency by adopting updated technology to modernize the financial management and purchase requisition process; and

**WHEREAS**, the Town of Southwest Ranches desires to engage with Edmunds GovTech to implement its cloud-native financial management software suite, providing enhanced functionality and efficiency for the Town's financial operations; and

**WHEREAS**, SHI International Corp. is the authorized reseller and contract distributor of the Edmunds GovTech financial management software suite under the OMNIA Partners cooperative purchasing program, and has provided the Town with the formal quotation and service order for this purchase; and

**WHEREAS**, the initial service cost of the financial management software suite for FY 2025-2026 is Thirty-nine Thousand Three Hundred Twenty-Eight Dollars and Zero Cents (\$39,328.00) which include software subscription, hosting, implementation, training, and conversion; and

**WHEREAS**, after the initial service period and through FY 2029-2030 the annual subscription and hosting fees will be Eighteen Thousand Thirty Dollars and Zero Cents (\$18,030.00) annually for subscription and hosting fees; and

**WHEREAS,** the cost of this software is funded in the current FY 2025-2026 budget within the general fund non-departmental department (001-3900-519-99100 Contingency); and

**WHEREAS,** SHI International Corp. recognizes that these service periods are subject to ongoing appropriations and that in the event these appropriations are not approved by the Town Council, the Town may terminate these services; and

**WHEREAS,** the Town reserves the right to extend the agreement in alignment with the terms of the attached cooperative agreement, subject to mutual agreement and satisfactory performance; and

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

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

**Section 2.** The Town Council hereby approves entering into an Agreement, in substantially the same form as that attached hereto as Exhibit "A", with SHI International Corp.

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

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of November, 2025 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Jablonski \_\_\_\_\_  
Kuczynski \_\_\_\_\_

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

---

Steve Breitzkreuz, Mayor

Attest:

---

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

---

Keith Poliakoff, Town Attorney  
1001.084.2025

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**COOPERATIVE AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  
SHI INTERNATIONAL CORP.**

This Agreement is entered by and between the Town of Southwest Ranches ("Town") with an address at 13400 Griffin Road, Southwest Ranches, FL 33330 and SHI International Corp. ("Contractor") with an address at 290 Davidson Avenue, Somerset, NJ 08873 for IT Solutions, Products & Services based upon the OMNIA Partners government cooperative contract #2024056-02 as may be amended from time to time, and attached hereto and made a binding part hereof by this reference, with the addition of the following specific terms:

1. This Agreement includes the solicitation Terms and Conditions, Specifications/Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, collectively referred to as the "Cooperative Contract."

2. The Cooperative Contract was competitively solicited and awarded by Omnia Partners. The Contractor has exhibited by its response to the sealed RFP #2024056 & Information Technology Solutions, Products and Services that it can provide the required services and agrees to provide the required services to the Town and the parties hereto have agreed to the terms and conditions cited in the Cooperative Contract and herein based on said solicitation and to be bound by the terms of this Agreement, as may be amended by City of Mesa, AZ from time to time.

**SECTION 1. DEFINITIONS**

The following terms in the Cooperative Contract are hereby re-defined for purposes of this agreement as follows:

"Town" shall refer to the Town of Southwest Ranches, a municipal corporation in the State of Florida.

**SECTION 2. EFFECTIVE DATE**

This Agreement is effective upon the respective dates under each signature herein.

**SECTION 3. INITIAL CONTRACT PERIOD AND RENEWAL**

Pursuant to the Omnia Partners Award Letter, the initial agreement is effective through July 1, 2028, with the option to renew for up to three (3) additional two-year periods, for a total potential term extending through July 1, 2034. Unless otherwise provided for in writing by the Town, this cooperative agreement

will be automatically renewed by the Town in alignment with the renewal dates of the originating agreement.

Should the cooperative contract be terminated or allowed to expire, the Town Administrator reserves the right to extend this agreement for up to twelve (12) months to ensure service continuity while an alternate source is secured.

#### **SECTION 4. PRODUCTS, SERVICES, AND PRICING**

The Contractor will provide to the Town products, services, and pricing as specified in the Cooperative Contract and pursuant to Quotation #: 26792311 dated October 24, 2025.

#### **SECTION 5. CONTRACT PROVISIONS**

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified, supplemented, or specified herein.

#### **SECTION 6. NOTICE**

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

**If to Town:**

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

**With a copy to:**

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

**If to Contractor:**

ATTN: Victoria Lewkowitz, Account Executive  
SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
(888) 764-8888  
Victoria\_Lewkowitz@shi.com

## **SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this Agreement shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto. The prevailing party in any action shall be awarded reasonable attorney's fees and costs at all tribunal levels.

## **SECTION 8. MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

## **SECTION 9. CONFLICT**

To the extent that any conflict shall arise between the Town Purchase Order or this Agreement and the terms and conditions of the Cooperative Contract, the terms and conditions of this Agreement and/or the Town Purchase Order shall prevail.

## **SECTION 10. FUND AVAILABILITY AND USE OF CONTRACTOR**

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the Town. In its sole discretion, the Town reserves the right to forego use of the Contractor for any project which may fall within the scope of services listed herein.

## **SECTION 11. EQUAL OPPORTUNITY EMPLOYER**

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

## **SECTION 12. AUDITING, RECORDS, AND INSPECTION**

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

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information

Acknowledgement and Agreement, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

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

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

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

### **SECTION 13. INDEMNIFICATION**

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 1.24 of the Cooperative Contract and Section 12 of this Agreement shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs at all tribunal levels.

### **SECTION 14. BUDGETARY CONSTRAINTS**

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget, as applicable. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.



## **SECTION 15. SCRUTINIZED COMPANIES**

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

## **SECTION 16. INSURANCE**

The Town of Southwest Ranches shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

## **SECTION 17. INSPECTOR GENERAL AND ETHICS**

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

## **SECTION 18. ANTI HUMAN TRAFFICKING**

Pursuant to Florida Statute § 787.06(13): All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the Town, must have an officer or representative fully execute the corresponding affidavit herein.

## **OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS**

### **(2 CFR 200 APPENDIX ii COMPLIANCE):**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

#### **A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

#### **B. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### **C. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

#### **D. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### **E. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### **G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply, propose or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

#### **H. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **I. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 – as amended and extended).

#### **J. NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **K. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

#### **L. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

#### **M. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

#### **N. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

#### **O. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **P. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

#### **Q. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

#### **R. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

#### **S. SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENT**

Alongside a signed copy of this Agreement, Grantee will provide the Town of Southwest Ranches with a SAM.gov proof of registration and Commercial and Government Entity (CAGE) number. Grantee will continue to maintain an active SAM registration with current information at all times it has an active award under this Agreement.

#### **T. DISCRIMINATORY VENDOR LIST**

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: SHI INTERNATIONAL CORP. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2025.

**WITNESSES:**

Joie Testa  
Joie Testa, Contract Specialist

**SHI INTERNATIONAL CORP.:**

By: Kristina Mann  
Kristina Mann, Director (title)  
11<sup>th</sup> day of November 2025

**TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_

Steve Breitkreuz, Mayor

\_\_\_\_ day of \_\_\_\_\_ 2025

By: \_\_\_\_\_

Russell Muñiz, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 2025

**ATTEST:**

\_\_\_\_\_  
Debra Ruesga, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney  
1001.085.2025

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

SHI International Corp. does not:

(Name of Company)

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

Organization: SHI International Corp.

Street address: 290 Davidson Avenue

City, State, Zip: Somerset, NJ 08873

Certified By: Alyssa Hosie

(type or print)

Title: Director - Contracts

Signature: Kristen Mann Date: 11/11/2025

## **AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**

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

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

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

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

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

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

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

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

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

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

Date: November 11, 2025 Signed: Kristina Mann

Company Name: SHI International Corp Name: Kristina Mann

Title: Director- Contracts



**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06**

787.06 Anti Human trafficking.—

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

SHI International Corp does not use coercion for labor or services as defined in FL § 787.06.

(Consultant)

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

Date: November 11, 2023

Signed: Kristina Mann

Company Name: SHI International Corp

Name: Kristina Mann

Title: Director - Contract

**Notarization requirement for above-referenced forms:**

State of ~~Florida~~ New Jersey

County of Somerset

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization,

this 11<sup>th</sup> day of November, 2025,

by Alyssa Hosie (name of person

acknowledging).

Alyssa Hosie

Notary Public

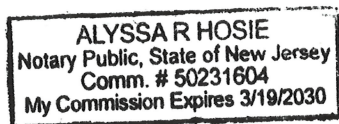
Alyssa Hosie

(Print Notary Name)

State of New Jersey at Large

My Commission Expires: march 19, 2030

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



<b>Customer:</b>	Southwest Ranches Town	<b>Sales Order</b>	
<b>Customer Address:</b>	13400 Griffin Road Southwest Ranches, FL 33330	<b>Order #:</b>	00011354
<b>Customer County:</b>	Broward	<b>Sales Order Date:</b>	October 30, 2025
<b>Customer Admin Contact:</b>	Emil Lopez	<b>Effective Date:</b>	Date of customer signature below
<b>Customer Admin Phone:</b>	954-434-0008	<b>New/Add-On:</b>	New Logo Core
<b>Customer Admin Email:</b>	elopez@southwestranches.org	<b>Sales Rep:</b>	Darrin Love

### Investment Summary

Software Services - Subscription	\$14,800.00
Hosting Services	\$3,230.00
Professional Services - Implementation	\$8,380.00
Conversion Services	\$12,918.00

**Year 1 Investment: \$39,328.00**

### Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

<b>Software Services - Subscription</b>	<b>Amount</b>
AR & Business Licensing - 5 Year	
Electronic Requisitions - 5 Year	
Finance Super Suite - 5 Year	

Software Services - Subscription	Amount
Finance ViewPoint Dashboard - 5 Year	
Municipal Dashboard - 5 Year	
Online Bill Pay (WIPP) - AR - 5 Year	
Positive Pay Connector - 5 Year	
<b>Annual Fees:</b>	<b>\$14,800.00</b>

Hosting Services	Amount
Hosting (Level I)	
<b>Annual Fees:</b>	<b>\$3,230.00</b>

Professional Services - Implementation	Amount
Electronic Requisitions Implementation	
Finance ViewPoint Dashboard Implementation	
Online Bill Pay (WIPP) - Implementation	
Standard AR/Business Licensing Implementation	
Standard Finance Implementation	
<b>One Time Fees:</b>	<b>\$8,380.00</b>

Conversion Services	Amount
Finance - Detail Additional History, Qty 4	
- Detailed Financial Information for additional years in scope	
Budget Activity	
General Ledger Transactions	
Accounts Payable Check History	
Open and Paid Purchase Order/Voucher/Invoice/Check History	
Finance - Detail Conversion	
- Chart of Accounts	
- Detailed Financial Information for current + 3 years	
Budget Activity	

Conversion Services	Amount
<p><i>General Ledger Transactions/Journal Entries</i></p> <p><i>Accounts Payable Check History</i></p> <p><i>Open and Paid Purchase Order/Voucher/Invoice/Check History</i></p> <p>- Vendor Master</p> <p>- Fixed Asset Master</p> <p>Fiscal Years converted: 2018-2025</p>	
<b>One Time Fees:</b>	<b>\$12,918.00</b>

<b>Software Services - Subscription Notes</b>	<p>Initial term of the Software Services are a 60 month subscription, commencing 90 days after the Effective Date.</p> <p>Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%), whichever is lower, of prior year's fees.</p>
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<b>Hosting Services Notes</b>	<p>The initial Hosting Services Term shall be 60 months commencing on the Effective Date.</p> <p>The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%), whichever is lower, of prior year's fees.</p>
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<b>Professional Services - Notes</b>	Includes all standard implementations listed under "Professional Services - Implementation".
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<b>Sales Order Notes</b>	<p>Discovery and system demonstrations have been held.</p> <p>Live, remote implementation &amp; training.</p> <p>Onsite available upon request with travel expenses.</p> <p>Quoted data conversion scope of work based on typical projects. Alternate conversions available upon request and priced accordingly.</p> <p>Any post signature acceptance project requests are subject to added costs.</p> <p>System live dates determined by EGT project management staff. Estimated systems go live time frame 16 months for initial phase. ERP implementations usually require multiple phases and extend beyond this.</p> <p>SHI Quotation #26792311; Contract #2024056-02</p> <p>Valid until Nov. 30, 2025.</p>
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Please return executed Sales Orders  
via DocuSign or Email to:  
**Edmunds GovTech**  
[SalesOrders@EdmundsGovTech.com](mailto:SalesOrders@EdmundsGovTech.com)  
P: 888.336.6999 | F: 609.645.3111  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)  
**Sales Order #: 00011354**

\_\_\_\_\_ THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Southwest Ranches Town

By: <u>Darrin Love</u>	Date: <u>11/05/2025</u>	By: _____	Date: _____
Darrin Love		Emil Lopez	
Regional Sales Director		Town Financial Administrator	



## Service Terms & Conditions

These Service Terms and Conditions (as amended or supplemented, the “**Service Terms**”) govern the use of the software services set forth in a Sales Order (as amended or supplemented, the “**Sales Order**”) between Edmunds GovTech, Inc. or one of our subsidiaries or affiliates (collectively, “**EGT**”, “**us**”, “**we**” or “**our**”) and our customer (“**Customer**”, “**you**” or “**your**”). These Service Terms are incorporated into and made a part of each Sales Order (together, this “**Agreement**”) and are acknowledged and agreed by your execution thereof.

### GENERAL

These Service Terms apply to the following, as applicable, as specified in the Sales Order: (a) your Use (as defined under **ACCESS AND USE**) of EGT owned or licensed software (the “**Software**”) in connection with the Software Services (as defined under **ACCESS AND USE**); and (b) your purchase of (i) implementation, data conversion, training and other professional services related to the initiation of the Software Services (the “**Professional Services**”); (ii) maintenance and support services related to the Software Services (the “**Support Services**”); and (iii) hosting services related to the Software Services (the “**Hosting Services**”) and, collectively with the Software Services, Professional Services and Support Services, the “**Services**”), in each case as applicable as specified in the Sales Order.

### ACCESS AND USE

Subject to all terms and conditions of this Agreement, including compliance with these Service Terms and payment of all applicable Fees (as defined under **FEES**), we grant you a limited, non-exclusive, non-sublicensable, non-transferable right during the Software Services Term (as defined under **TERM AND TERMINATION**) to access and use (collectively “**Use**”) the Software and its accompanying documentation as made available by us (the “**Software Services**”) in accordance with (a) these Service Terms and (b) any additional Use restrictions (including any limitations on the number of authorized users identified by your administrator and approved by us as set forth in the Sales Order (“**Authorized Users**”), downloads, copies or installations or on the scope of authorized Use).

Unless otherwise set forth in the Sales Order, the Software Services are purchased as time-based subscriptions, and each Authorized User must have a valid subscription that cannot be shared with other users (but may be reassigned to new named Authorized Users from Authorized Users who cease using the Software Services). We will use commercially reasonable efforts to maintain availability of the Software Services for authorized Use by you and your Authorized Users except for (a) scheduled downtime (of which we shall give advance electronic notice); (b) service downtime or degradation due to a Force Majeure Event (as defined under **FORCE MAJEURE**); (c) any other circumstances beyond our reasonable control, including your use of Third Party Materials (as defined under **CLIENT DATA AND OWNERSHIP**); or (d) Use of the Software Services other than in accordance with these Service Terms. In the case of any Software Services provided by us through the installation of the object code version of the Software, the term “Use” shall include the right to install and run the Software.

Except as set forth in the Sales Order: (a) we will issue administrative login and password information to an administrator designated by you and set forth in the Sales Order; (b) through your administrator, you will be responsible for providing additional logins to your Authorized Users and for assigning access levels through the administrative modules of the Software Services; (c) after the initial login, the administrator will be able to revise Authorized User access levels and passwords (logins may not be able to be revised by the administrator), and Authorized Users will be able to revise their own passwords; and (d) you may change administrators by contacting our Customer Support (see **SUPPORT**). You will be responsible for maintaining the security of logins and passwords in your and your Authorized Users’ possession in accordance with industry standards and applicable law. Any breach of the terms and conditions of this Agreement by any Authorized

User (including any Authorized User that gains unauthorized access) shall constitute your breach. You shall notify us immediately if you learn of any unauthorized disclosure, access or use of any login or password assigned to you or your Authorized Users.

During the Software Services Term, we may elect to make additional features or products ("**Beta Services**") available to you at no charge, to which the following special terms and conditions apply: (a) you may use or decline to use any Beta Services; (b) Beta Services may not be supported and may be changed or terminated at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services are not considered Services under this Agreement; however, all Customer restrictions, obligations and limitations that apply to Services shall also apply to Beta Services; (e) any Beta Services trial period will expire one year from the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation; and (f) Beta Services are provided "as-is" and no warranty under **WARRANTIES** or obligations will apply, nor will we have any liability for any harm or damage arising out of or in connection with a Beta Service. You agree that your Use of the Services is not contingent on the delivery or availability of any future functionality or features, including any comments made by us regarding future functionality or features.

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## ADDITIONAL LICENSES

You grant us (a) a worldwide, perpetual (but revocable hereunder) royalty-free license to host, copy, transmit and display Customer Materials (as defined under **CLIENT DATA AND OWNERSHIP**), and any Third Party Materials created by or for you using the Services or for use by you with the Services, each as is reasonably necessary for your Use as contemplated by this Agreement; and (b) a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, copy, modify, prepare derivative works of and incorporate into the Services (and any modifications or derivatives thereof, any of our other products and services and any documentation or other materials related to the foregoing) any suggestion, enhancement request, recommendation, correction or other feedback provided by you relating to the operation, functionality or performance of the Services. Subject to the limited licenses granted in this Agreement, we do not acquire any right, title or interest from you or your licensors under this Agreement in or to any Customer Materials or Third Party Materials.

We shall have the right to collect and analyze data and other information relating to the provision, Use and performance of the Services and related systems and technologies (including information concerning Customer Materials and data derived therefrom) (collectively, "**Usage Data**") and may perpetually use such Usage Data for our legitimate business purposes, including to improve and enhance the Services and for other development and innovation, diagnostic and corrective purposes in connection with such Services and our other offerings; *provided* that, except as necessary to (a) provide the Services, (b) to assist with the administration of Third-Party Materials or (c) as required by law, unless you consent otherwise or initiate the sharing of such data yourself, (i) any external disclosure or use of Usage Data by us will be in an aggregated form that does not identify or otherwise readily permit the identification of you, any Users or other individual and (ii) any Personal Data (as defined under **DATA PROCESSING AND TRANSFER**) shall only be used to provide the Services or as otherwise required to meet our obligations under these Service Terms.

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## SUPPORT SERVICES

Our Support Services and your related responsibilities are set forth at the following URL and incorporated herein: [go.edmundsgovtech.com/support](https://go.edmundsgovtech.com/support). Additional terms or conditions with respect to Support Services specific to certain Software, equipment or hardware provided by us will be set forth in the applicable Sales Order.

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## FEES

As a condition of your receipt of the Services hereunder, you shall pay to us the fees and other amounts set forth in the Sales Order ("**Fees**") in the manner specified in the Sales Order. Any annual increase in Fees during the Software Services Term or, as applicable, the Support Services Term or Hosting Services Term, are set forth in the Sales Order. Except as set forth under **TERM AND TERMINATION**, all Fees are non-cancellable and all amounts paid are non-refundable. Unless otherwise specified in the Sales Order, we reserve the right to change the Fees and to institute new charges and Fees at the end of the initial Software Services Term or, as applicable, the initial Support Services Term or Hosting Services Term, or then-current renewal term, as applicable, upon thirty (30) days prior written notice to you (which may be sent by email). If you believe that we have billed you incorrectly, you must contact us no later than sixty (60) days after the closing date on the



first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be made in accordance with the notice provisions under **GENERAL**.

All payments shall be received by us within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum rate permitted by law, whichever is lower, plus all costs and expenses incurred in connection with collection of unpaid amounts. You are responsible for providing complete and accurate billing and contact information to us and promptly notifying us of any changes to such information.

You are responsible for the payment of all applicable sales, value-added, use, ad valorem, excise, importation/exportation or other taxes, duties, fees, tariffs, levies or other governmental charges payable in connection with the Services other than taxes based on our net income. Subject to the application of a valid tax exemption (based on satisfactory evidence provided upon our request), we will not bill you for taxes to which the exemption applies.

## TERM AND TERMINATION

The term of the Software Services shall be as set forth in the applicable Sales Order and shall continue while any subscriptions are in effect, subject to earlier termination in accordance with this section (as extended by any renewal, the "**Software Services Term**"). Support Services are included in subscription-based Software Services. The term for which we will provide Support Services for any non-subscription based Software Services shall be as specified in the Sales Order, subject to earlier termination in accordance with this section (as extended by any renewal, the "**Support Services Term**"). The term for which we will provide Hosting Services shall be as specified in the Sales Order, unless terminated sooner in accordance with this section (as extended by any renewal, "**Hosting Services Term**").

Either party may terminate this Agreement (a) upon thirty (30) days' (or, with respect to your failure to pay any Fees, five (5) days') prior written notice if the other party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured at the expiration of such period; or (b) immediately if the other party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law (which proceeding, if involuntary, is not dismissed within thirty (30) days); (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Upon your written request made within thirty (30) days after the effective date of termination or expiration of this Agreement, we will make your data available for export or download in the commercially reasonable manner specified by us; *provided, however*, that after such thirty (30) day period, we will have no obligation to maintain or provide any of your data, and we will thereafter, except as otherwise expressly set forth in the applicable Sales Order, delete or destroy all copies of your data in our systems or otherwise in our possession or control, except for data (w) contained in an archived computer system back-up in accordance with security and/or disaster recovery procedures and applicable law; (x) to the fullest extent permitted under applicable law, contained in latent data, including deleted files and other non-logical data types such as memory dumps, swap files, temporary files, printer spool files and metadata that are not generally retrievable or accessible without the use of specialized tools and techniques; (y) to the fullest extent permitted under applicable law, included in materials prepared for regulatory compliance, archival or record retention purposes; or (z) for which destruction is legally prohibited. For the avoidance of doubt, nothing in this Agreement shall be read to imply any obligation of us to maintain data in compliance with your recordkeeping obligations under applicable law.

In the event of any expiration or termination of the Software Services Term or the Support Services Term (for any non-subscription Software Services), effective as of such expiration or termination: (a) you shall immediately cease Use of any EGT Materials and return or destroy (and certify such destruction of) all EGT Confidential Information and any installed Software, if applicable, including removal of such installed Software from all computerized data storage devices or components (including any hard-drive or database); (b) all Authorized User access to the Software Services, including any portal, reporting or other functionality, will be disabled; and (c) our obligations set forth under **SUPPORT SERVICES** shall immediately cease to apply and you shall no longer be able to make, receive or access releases, additions or updates to any non-subscription Software Services. In the event of any expiration or termination of the Hosting Services Term, as applicable, effective as of such expiration or termination, (a) our license to host shall terminate and our obligations with respect to Hosting Services shall immediately cease and (b) we shall make a single object code version of any installed Software, as applicable, available to you at all times during the Software Services Term (with releases, additions or updates provided at all times during the Support Services

Term). All sections of these Service Terms which by their nature should survive termination will survive termination, including provisions regarding accrued rights to payment, appropriation of funds for Fees, ownership, confidentiality obligations, warranty disclaimers, and limitations of liability.

All Fees are non-cancellable and all amounts paid are non-refundable; *provided, however*, that if this Agreement is terminated by you in accordance with the second paragraph of **TERM AND TERMINATION**, we will refund to you any prepaid Fees under the Sales Order on a pro-rated basis covering the remainder of the Sales Order after the effective date of termination. If this Agreement is terminated by us in accordance with the second paragraph of **TERM AND TERMINATION**, you will pay to us any unpaid Fees covering the remainder of all Sales Orders. In the event of any expiration or termination of the Support Services Term (other than by you in accordance with the second paragraph of **TERM AND TERMINATION**) or you otherwise allow the Support Services Term to lapse, we may require you to make payments for all lapsed periods as a condition of resuming Support Services. In no event will termination or expiration relieve you of your obligation to pay any Fees payable to us for periods prior to the effective date of termination or expiration. Any services provided by or on behalf of us in connection with the expiration or termination of this Agreement that are not included in the Software Services or Support Services or Hosting Services, as applicable, including the export or download of your data (or any services provided in connection therewith), shall be pursuant to a Sales Order at then-current rates for such Services.

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## PROPRIETARY AND CONFIDENTIAL INFORMATION

Information exchanged under this Agreement that is of the nature and type that it should reasonably be regarded as confidential or proprietary shall be treated as such by each of us ("**Confidential Information**"). A recipient shall (a) hold in strict confidence all Confidential Information, using the same degree of care that it uses to protect the confidentiality of its own confidential information of similar type, and in any event no less than a reasonable degree of care; and (b) not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information to any individual or entity ("**Person**") without the prior written consent of the disclosing party. A recipient may disclose Confidential Information to its or its affiliates' employees, agents, contractors, legal counsel and accountants who need to know such information, only to the extent reasonably necessary, consistent with the obligations of the parties under this Agreement and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement. A recipient shall use the Confidential Information only in connection with the intent of this Agreement and not for any other purpose whatsoever and shall require any of its representatives who obtain Confidential Information to comply with this Agreement and be responsible for any breach of this Agreement by such representatives. A recipient shall be permitted to disclose Confidential Information pursuant to a court order, government order or any other legal requirement of disclosure, in each case if no suitable protective order or equivalent remedy is available; *provided* that, to the extent permitted, the recipient gives the disclosing party written notice of such court order, government order or legal requirement requiring disclosure immediately upon knowledge thereof and allows the disclosing party a reasonable opportunity to seek to obtain a protective order or other appropriate remedy prior to such disclosure to the extent permitted by law.

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## CLIENT DATA AND OWNERSHIP

You acknowledge that the Software and all specifications, documentation, systems, information, data, documents, materials, designs, plans, works, content, devices, methods, processes, equipment, hardware, software (including application program interfaces ("**APIs**")) and other technologies that are provided or made available in connection with, or that otherwise comprise or relate to, the Software or Services, and all improvements, enhancements or modifications thereto or derivative works thereof (collectively, the "**EGT Materials**"), are the sole property of EGT or our licensors. As between us and you, ownership and title to (a) the EGT Materials; (b) any software, applications, inventions or other technology or materials developed or delivered in connection with the Services; and (c) all intellectual property rights related to any of the foregoing (as well as all intellectual property rights in the Services) shall remain with us. The Software is made available for authorized Use, not sold, to you, and you have no intellectual property rights in the Software, other than the limited rights expressly granted hereunder. As between us and you, ownership and title to your data and any proprietary content submitted by you (*i.e.* other than Third Party Materials), together with related trademarks, trade names or trade dress owned by you (collectively, the "**Customer Materials**"), shall remain with you. If you request certain customization to the Software, either to facilitate integration with your owned or licensed software or to provide customized functionality ("**Custom Software**") and we agree to provide such Custom Software, then, as a condition to any development work commencing: (a) we and you shall enter into a Sales Order specifying the terms and conditions of development, licensing, subscription, sale, support, Use and related fees with respect to any such Custom Software; and (b) unless explicitly stated in such Sales Order, such Custom Software shall constitute EGT Materials and ownership thereof shall remain

with us. You acknowledge and agree that the EGT Materials contain valuable proprietary information and trade secrets of EGT, and are protected intellectual property rights of EGT.

The Services may enable Authorized Users to link to, transmit data to or otherwise access applications, websites, specifications, documentation and systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, equipment, hardware, software (including APIs) and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided by you or a third party (and are non-proprietary to us) and that interoperate with the Services ("**Third Party Materials**"). Except to the extent otherwise expressly set forth in the applicable Sales Order, we do not control and are not responsible for Third Party Materials. You acknowledge that (a) the nature, type, quality and availability of Third Party Materials may change at any time and (b) features of the Services that interoperate with Third Party Materials depend on the continuing availability of APIs for use with the Services. We may update, change or modify the Services as a result of a change in, or unavailability of, Third Party Materials, including APIs. If any third party ceases to make its Third Party Materials, including APIs, available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Materials without any liability to you. Any changes to Third Party Materials, including APIs (including their availability or unavailability), does not affect your obligations under this Agreement, and you will not be entitled to any refund, credit or other compensation due to any such changes (except as otherwise expressly agreed by the parties in writing). In addition, any Third Party Materials not embedded in the Software may be subject to separate license agreements or terms directly between you and the third party licensor. You shall agree to, and take all actions necessary or required by such third party licensor in connection with, any such third party agreements or terms. Except as expressly stated otherwise in this Agreement, (a) we are not responsible for providing any Third Party Materials to you and (b) licenses, warranties and support for Third Party Materials, if any, will be given by the relevant third party licensors in their license agreements, and not by us. For Third Party Materials embedded in the Software, if any, we grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable sublicense to use such Third Party Materials, solely as embedded in the Software, solely to the extent necessary and for the purpose to properly Use the Services in accordance with this Agreement, subject to any incremental sublicense terms provided by us in connection with the Sales Order.

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## WARRANTIES

We warrant that the Services will be performed in a professional and competent manner by appropriately qualified personnel and in substantial accordance with our applicable specifications and documentation at all times during the applicable term. We provide no direct warranty as to any equipment or hardware provided by us, but will reasonably facilitate any communications between you and the third party manufacturer during the period of any warranty offered by such third party manufacturer. To the fullest extent permitted under applicable law, any warranty under this Agreement shall be void, and we shall have no responsibility or liability under this Agreement, in the event that performance of the Services has been affected by (a) accident, abuse, misuse or neglect; (b) a delay of more than sixty (60) days in properly reporting to us, in writing, any relevant non-conformance; (c) operation in or connection to any unsuitable, unauthorized, unsupported, incompatible or third party software, hardware, network, configuration, system or physical, electrical, or operating environment (including Third Party Materials); (d) installation, implementation, repair, or modification of the Services by any Person other than us or our authorized subcontractors; (e) your network or connectivity problems, including failure to maintain sufficient broadband capacity and supported browsers; or (f) the performance of (or failure to perform by) third parties, and is expressly conditioned on your compliance with any applicable specifications, as made available to you, as they may be updated by us from time to time, including any hardware, operating system, network, configuration, security, installation or other requirements.

WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE EGT MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALL THIRD PARTY MATERIALS MADE ACCESSIBLE THROUGH THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION, CONDITION, GUARANTEE OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

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## INDEMNIFICATION

We shall defend and indemnify you and your officers, directors, employees and representatives from any liability to third parties to the extent resulting from infringement by the Software of any U.S. patent or any U.S. copyright issued as of the commencement date of the Software Services Term or misappropriation of any trade secret; *provided* that we are promptly notified of (in no event more than five (5) business days after) any and all related threats, claims and proceedings and we are given reasonable assistance and the opportunity to assume sole control over defense and settlement. We will not be responsible for any settlement that we do not approve in writing. The foregoing obligations do not apply (a) with respect to portions or components of the Software Services (1) not supplied by us or our authorized subcontractors, (2) made in whole or in part in accordance with specifications provided by you, (3) that are modified without our approval after the Software are delivered or made available by us, or (4) combined with other hardware, software, products, systems, environments, services, processes or other materials not specifically approved by us where the alleged infringement relates to such combination; (b) where you continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (c) where the liability arises or results from your business methods, your breach of this Agreement or your use of the Software is not strictly in accordance with its specifications. If, due to a claim of infringement, the Software is held by a court of competent jurisdiction to be or are believed by us to be infringing, we may, at our option and expense, (i) replace or modify the Software to be non-infringing; *provided* that such modification or replacement contains substantially similar features and functionality; (ii) obtain for you the right to continue using the Software; or (iii) if neither of the foregoing is commercially practicable in our reasonable discretion, terminate in whole or in part this Agreement or the applicable Sales Order and provide you a refund of any prepaid, unused Fees for the affected Software. This section states our entire liability and your exclusive remedy with respect to any infringement or misappropriation related to the Software of any intellectual property rights. You shall defend and indemnify us and our officers, directors, employees and representatives from any liability to third parties to the extent resulting from your breach of these Service Terms; *provided* that you are promptly notified of (in no event more than five (5) business days after) any and all related threats, claims and proceedings and you are given reasonable assistance and the opportunity to assume sole control over defense and settlement. You will not be responsible for any settlement that you do not approve in writing.

## RESTRICTIONS

You shall not, nor permit any other Person to, do any of the following in connection with the Services, except as this Agreement or our applicable documentation expressly authorizes: (a) except to the extent specifically mandated by applicable law, copy, download, modify or create derivative works or improvements of the Services or EGT Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or EGT Materials (or any authorized user logins, passwords or other access credentials) to any Person, including on or in connection with the internet or any time-sharing, service bureau, software/platform-as-a-service, cloud or other technology or service; (c) except to the extent specifically mandated by applicable law, reverse engineer, disassemble, decompile, decode, or adapt the Services or EGT Materials or otherwise attempt (i) to derive or gain access to the source code thereof, (ii) to re-identify methodologies or processes used therein, or (iii) to extract any ideas, algorithms or procedures therefrom, in each case in whole or in part; (d) bypass or breach any security device or protection used by or in connection with the Services or use the Services or EGT Materials other than by an authorized user through the proper use of his/her own then-valid access credentials via expressly authorized connections; (e) input, upload, transmit or otherwise provide to or through the EGT Materials or the Services (or any related systems, software, hardware, data, materials or services (collectively, "**Related Applications**")) any information or materials that are unlawful or injurious or any virus, worm, malware or other malicious computer code designed to disrupt, disable or harm the EGT Materials or the Services (or any Related Applications); (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the EGT Materials or the Services (or any Related Applications) or our provision of any products or services to any third party, in whole or in part; (g) remove, delete, alter or obscure any trademarks, specifications, documentation, end user license agreement, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices in connection with the EGT Materials; (h) Use the EGT Materials or the Services (or any Related Applications) in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party or that violates any applicable law or that is obscene, defamatory, harassing, high-risk (i.e. where failure could lead to death or serious bodily injury or physical or environmental damage), unsolicited, misleading, harmful or otherwise inappropriate or unauthorized; (i) use, modify, integrate or distribute the EGT Materials or the Services (or any Related Applications) in any manner that does or is reasonably likely to subject the foregoing to any open source license terms; or (j) use the EGT Materials or the Services (or any Related Applications) for purposes of competitive or benchmarking analysis of the EGT Materials or the Services, the development, provision or use of a



competing software service or product, or for any other purpose or in any other manner that is to our detriment or commercial disadvantage or that is not expressly authorized under this Agreement.

## RESPONSIBILITIES

You shall (a) Use the Software Services (together with any associated content) in compliance with your published policies then in effect and all applicable laws and regulations; (b) provide and maintain, at your expense, a physical, electrical, operational and communications environment that complies with any applicable specifications needed to connect to, access or otherwise Use the Software Services (including hardware, modems, servers, software, operating systems, networking, broadband capacity, supported web browsers, web servers and similar equipment, site, storage, electrical, operational, configuration, security and installation requirements compliant with our specifications made available to you); (c) provide and maintain, at your expense, the security of any equipment, accounts, passwords (including administrative and Authorized User passwords), credentials and files and for all access and Use of the Software Services; (d) maintain an agreement for Support Services continuously in force in the event of any non- subscription Software Services; (e) with respect to Customer Materials (including Personal Data (as defined under **DATA PROCESSING AND TRANSFER**)), be responsible for (i) the accuracy, quality and legality of Customer Materials, (ii) the means by which you collect, acquire, record, store, use, process, transfer or otherwise provide it (including obtaining any necessary consents under Data Protection Laws (as defined under **DATA PROCESSING AND TRANSFER**) and the regular monitoring and verification of the accuracy of Customer Materials' input and output and the accuracy and completeness (and reporting) of Customer Materials (including tax data) entered into the Software Services and the conformance of such data with appropriate file formats as reasonably required by us), and make commercially reasonable efforts to prevent unauthorized Use of Customer Materials or the Software Services and (iii) if applicable, maintaining back-up systems for all Software and Customer Materials processed through such Software Services; (f) make commercially reasonable efforts to identify and resolve identified problems prior to calling our support personnel; (g) make commercially reasonable efforts to make the appropriate personnel available to attend initial implementation and training sessions and provide trained personnel familiar with the Software Services to assist our support personnel during support calls; (h) adhere to the support schedule specified under **SUPPORT SERVICES**; (i) promptly coordinate scheduled dates with us, as applicable, for installation of installed Software upgrades, as applicable; (j) obtain and maintain any licenses, registrations and authorizations that may be required for the import, installation, maintenance or other Use of the Software Services under the laws and regulations applicable in the jurisdiction where the installed Software is located, as applicable; (k) designate a qualified individual responsible for coordination and facilitation of Software Services' configurations, updates, changes and maintenance; (l) assume sole responsibility for responding to and determining the validity of all requests for the release of any records (including the records of any of your citizens) in our control or possession (subject to these Service Terms, we will not release any such records without your prior written consent); and (m) assume sole responsibility for providing all support services to your citizens and you shall not refer any citizen to us directly for support requests, but may communicate such requests to us together with contact information for the requesting citizen and additional fees for such citizen support may be applied in our discretion at our then-current rates. You further agree that we may, and authorize us to, interact remotely with our Software in order to configure, test, troubleshoot, update, analyze, use, or modify the Software or the environment in which it operates or to provide Support Services.

## DATA PROCESSING AND TRANSFER

We and you acknowledge and understand that "personal data" ("**Personal Data**") (as defined in any applicable data protection, data privacy and data security laws (collectively, the "**Data Protection Laws**")) of "data subjects" (as defined in the Data Protection Laws) shall only be collected, used and/or disclosed pursuant to this Agreement in compliance with the Data Protection Laws. You represent that you have obtained all necessary consents under the Data Protection Laws for the collection, recording, storage, use, transfer and other processing of Personal Data covered by this Agreement. In providing the Services, we agree to abide by the principles set forth in our *Privacy Policy* available at the following URL: <https://www.edmundsgovtech.com/privacy-policy>.

## ONLINE PAYMENTS

Our online payment Software Services allow your citizens to make payments and perform certain other functions through a website, telephone or webpage hosted and maintained by us and/or a third party vendor approved by us (a "**Payment Processor**") that is accessible through your website. In the event a Sales Order includes these Services, you (a) agree to use only Payment Processors that are expressly approved by us in writing; (b) agree to enter into a written agreement with such

Payment Processor prior to us providing online payment Software Services and (c) acknowledge that (i) certain Payment Processor integrations may require additional integration Fees, (b) you are solely responsible for all payments owed to Payment Processor thereunder and (c) we are not responsible or liable for any Payment Processor acts or omissions.

As between us and you, you shall be solely and exclusively responsible for ensuring that all transactions processed through the Software Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). You assume liability for, and shall defend, indemnify, and hold harmless us and our employees, directors, shareholders and agents from and against, any claims, liabilities, losses, costs or expenses arising out of (a) your failure or alleged failure to comply with PCI or FACTA requirements or (b) any claims or charges by any bank or credit card company for charge-backs related to any payment by your citizen through the Software Services and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to you.

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## LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, regardless of the form of action, whether in contract, extra-contractual or in tort, including negligence and strict liability, (a) our aggregate liability under this Agreement, regardless of the number of occurrences or claims, shall be limited to the Fees you have paid to us during the preceding twelve (12) months for the specific Services out of which the claim arises; and (b) none of us nor any other Person who has contributed to the design, development, production, distribution, installation, implementation, support, or maintenance of the Services shall be liable for any (i) incidental, consequential, indirect or special damages; (ii) lost business or anticipated savings, lost profits, lost goodwill or diminution in value; or (iii) lost, damaged, corrupted or inaccurate data, whether foreseeable or not, arising out of or in connection with the Services or this Agreement, even if such party has been advised, knew or should have known of the possibility of such damages.

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## HOSTING PROVIDER

You acknowledge and agree that except as set forth in the Sales Order, the storage of Customer Materials in connection with our Software Services and Hosting Services is provided through Amazon Web Services (as the identity of such provider may be modified by us from time to time, the "**Hosting Provider**") and is therefore governed by and subject to your compliance as an end user with Hosting Provider's applicable terms and policies (collectively, the "**Hosting Provider Terms**"), the current versions of which are available at the following URL: <http://aws.amazon.com/legal/>. In addition, compliance certifications of Hosting Provider in connection with its environment are available at the following URL: <https://aws.amazon.com/compliance/programs>. In the event that the storage of Customer Materials is transitioned to a replacement Hosting Provider during the Software Services Term or Hosting Services Term, we shall provide at least sixty (60) days' prior written notice to you of such transition and use our commercially reasonable efforts to avoid or mitigate any material interruption to the Hosting Services while transitioning to such replacement Hosting Provider.

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## FORCE MAJEURE

You acknowledge that we may be interrupted, delayed, or prevented from completing performance of any or all of our obligations under this Agreement due to an occurrence outside of our reasonable control, including fire, flood, explosion, natural disaster or act of God, war, riot, terrorist act, action or inaction of government, strike, labor dispute, materials shortage, shortage of adequate power, internet or telecommunications or conduct of third parties ("**Force Majeure Event**"). We will use reasonable efforts to mitigate the effects of a Force Majeure Event, but shall not be liable or responsible to you, or be deemed to have defaulted under or breached this Agreement, as a result of a Force Majeure Event.

---

## COMPLIANCE WITH LAWS

Each of us shall comply with any law or regulation applicable, in the case of us, to the delivery or provision of the Services with respect to our business operations and, in the case of you, to the receipt and Use of the Services (including with respect to applicable taxation and privacy laws); *provided, however*, that with respect to the Software Services, nothing in this sentence shall be read to expand or affect the warranties and limitations set forth under **WARRANTIES** above. Any legal or

regulatory compliance obligations shall remain your sole responsibility, and nothing in this Agreement is intended to shift such burden from you to us. For the avoidance of doubt, the Software Services are not intended to serve as a substitute for, or method of, compliance with, and is not designed to comply with, any legal or compliance obligations to which you may be subject (including with respect to accessibility or employee recordkeeping), and under no circumstances shall we have any liability to you arising from your non-compliance with such obligations.

---

## GENERAL

Unless otherwise specified in the Sales Order, this Agreement shall be governed by and construed in accordance with the laws of your state of domicile without giving effect to the principles of conflicts of law, the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. EACH PARTY WAIVES THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BETWEEN THEM BASED DIRECTLY OR INDIRECTLY ON THIS AGREEMENT. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired. You may not assign or transfer your rights, interests or obligations under this Agreement or the Services. We may assign or transfer our rights, interests or obligations under this Agreement or the Services, in whole or in part, in our sole discretion. Nothing in this Agreement shall be deemed to create a joint venture, agency, partnership, or similar relationship between us. When used, the words "include," "includes" and "including" are deemed to be followed by the words "without limitation". In the event of your breach, in addition to other available remedies, we shall be entitled, without posting bond, to seek specific performance. From time to time, in our sole discretion, we may amend these Service Terms. Such changes will become effective upon notice to you but will not apply retroactively. By continuing to Use our Services, you agree to be bound by such amended Service Terms. Any changes to the scope, specifications or other requirements associated with any Services, and any corresponding adjustments to Fees, schedules or other terms, will be set forth in an amended or subsequent Sales Order. We shall not be responsible for any such change unless and until such change is expressly set forth in a Sales Order and mutually agreed in writing. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power. All notices required under this Agreement shall be given and made in writing and shall be delivered to the respective addresses identified in the Sales Order and deemed received (a) when received, if hand delivered or (b) the day after it is sent, if delivered by an internationally-recognized common carrier's overnight delivery service providing proof of delivery. Any notice to us shall include a confirmatory email to "[legal@edmundsgovtech.com](mailto:legal@edmundsgovtech.com)".

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# Data Services Conversion Scope



LAST MODIFIED: July 29, 2025

## Introduction

This document contains a listing of all the conversion scope offerings EGT Data Services can perform. For all data conversions listed below, the selection of a module's "Advanced" conversion scope automatically includes the "Base" conversion scope by default. If the client desires a full data conversion analysis to be provided prior to finalizing a contract, EGT offers a pre-sales data conversion analysis for a flat rate price that will be credited to the client's data conversion fees in the event they decide to move forward with contracting EGT for their ERP system needs. In the event if a client's particular conversion request does not fit into a standard conversion offering, please reach out to the Director of Data Services for further guidance.

# Finance Detail

## Finance – Detail Conversion

- Chart of Accounts
- Detailed Financial Information for **current + 3 years**
  - Budget Activity
  - General Ledger Transactions/Journal Entries
  - Accounts Payable Check History
  - Open and Paid Purchase Order/Voucher/Invoice/Check History
- Vendor Master
- Fixed Asset Master

## Finance – Additional History (4 years required/specified by client)

- Detailed Financial Information for additional years in scope
  - Budget Activity
  - General Ledger Transactions
  - Accounts Payable Check History
  - Open and Paid Purchase Order/Voucher/Invoice/Check History

## Finance – Chart of Accounts Change

- A client can elect to have their legacy system Chart of Accounts altered during their Finance data conversion for an additional fee, however the below requirements will also need to be met:
- Current COA to Future COA Crosswalk File
  - EGT Data Services will extract the legacy system COA file
  - EGT Implementation Consultants will then work with the client on creating the COA Crosswalk file
  - Crosswalk must be completed by client and verified prior to scheduling GO-LIVE

## Document Attachments

The following requirements must be met for EGT Data Services to accept a Document Attachment conversion in a scope of work:

- **PRE-SALE DATA DISCOVERY REQUIRED** - Dependent on Data Services finding or provided a linking file between the attachment on disk, and the system record the attachment is associated with.
- **Finance Attachments**
  - GL, Revenue, Expense accounts
  - PO
  - Vendor
  - Fixed Assets

## Conversion of Multiple Legacy/Sources into One Database

**Multiple legacy systems/data sources can be utilized to facilitate a single module conversion into 1 database for an additional fee, however the below requirements will also need to be met:**

1. EGT Data Services will extract and review the source data files
2. The client will then need to review the output of the data analysis to provide feedback on how they want to data to be cleaned into a singular format.
  - a. The data conversion will not begin until the client agrees to the singular data source

## Conversion of Single Legacy/Sources into Multiple Databases

**A single legacy systems/data source can be utilized to facilitate a single module conversion into 2 or more databases for an additional fee, however the below requirements will also need to be met:**

1. EGT Data Services will extract and review the source data files
2. The client will then need to review the output of the data analysis to provide feedback on how they want to data to be split across the multiple databases.
  - a. The data conversion will not begin until the client agrees to the split out extracted data files

## Conversion of Multiple Legacy/Sources into Multiple Databases

**Multiple legacy systems/data source can be utilized to facilitate a single module conversion into 2 or more databases for an additional fee, however the below requirements will also need to be met:**

1. EGT Data Services will extract and review the source data files
2. The client will then need to review the output of the data analysis to provide feedback on how they want the data to be split across the multiple databases.
  - a. The data conversion will not begin until the client agrees to the split out extracted data files



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**33330-2628**  
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**David S. Kuczenski, Esq., Council Member**

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell Muñoz, Town Administrator  
**FROM:** Emil C. Lopez, Town Financial Administrator  
**DATE:** 11/20/2025  
**SUBJECT:** FY 2024-2025 Year-End Budget Adjustment

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#### **Recommendation**

It is recommended that the Town Council adopt the attached resolution adjusting the FY 2024-2025 Town Budget as presented to prevent Fund or Departmental expenditures from exceeding budgeted approved Fund or Departmental appropriations.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

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

#### **Background**

Each municipality within the State of Florida is required by State Statute to adopt a balanced budget through a formal public process and to not exceed the appropriations adopted through that process. For the Town of Southwest Ranches, the level for assessing expenditures and appropriations is at the Fund and Departmental levels. None of the Towns' five funds

(General, Transportation, Capital Projects, Debt Service, or Solid Waste) had regular expenditures that exceeded their adopted current budget which would result in a violation of State Statutes. However, a few of the individual General Fund Departments did exceed their total approved budgets. For each of those individual areas, the Town, in accordance with its Charter, needs to adjust their impacted budgets. Adoption of the attached resolution including Exhibit A “cleans up” the FY 2024-2025 budget for overall Town Charter compliance.

**Fiscal Impact/Analysis**

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

Within the General Fund, five departments require a budgeted line-item adjustment to “true-up” between offsetting revenue and expenditure accounts. The impacted departments are: 1) Town Attorney, 2) Executive, 3) Financial Services, 4) Clerk Office, and 5) Building – Permitting Services. **Therefore, this resolution increases the total current budget of the General Fund and for Fiscal Year 2023-2024 by \$323,500.**

**Staff Contact:**

Emil C. Lopez, Town Financial Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	11/13/2025	Resolution
Exhibit B - FY2025 YE Budget Adjustment	11/13/2025	Exhibit

**RESOLUTION NO. 2026 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END  
BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2024-2025  
BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 26, 2024, pursuant to Ordinance No. 2024-009, the Town Council approved and adopted the fiscal year 2024-2025 budget; and

**WHEREAS**, State law and the Town's Ordinance adopting the fiscal year (FY) 2024-2025 budget provides for the adjustment of the approved and adopted budget Ordinance via a Resolution; and

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

**WHEREAS**, one such provision of law prohibits the expenditure of funds in excess of adopted appropriations; and

**WHEREAS**, in accordance with the external auditor requirements, and sound budgetary process, year-end budget adjustments are necessary within 60 days of fiscal year end in order to balance the FY2024-2025 Budget to comply with Florida State Statutes; and

**WHEREAS**, The Town Council has determined that it is desirable to adjust the FY2023-2024 Adopted Budget to account for variances in actual expenditures and revenues in relation to the current FY2024-2025 Budget;

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

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

**Section 2: Authorization.** The Town Council of the Town of Southwest Ranches does hereby approve the year-end budget adjustment for FY2024-2025 as attached hereto and incorporated herein by reference as Exhibit "A".

**Section 3: Effective Date.** This Resolution shall become effective immediately upon its adoption and retroactive for budget Year 2024-2025.

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

Ranches, Florida, this 20 day of November, 2025 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

ATTEST:

\_\_\_\_\_  
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.2025.086



# EXHIBIT A

## TOWN OF SOUTHWEST RANCHES Fiscal Year End 2024-2025 BUDGET ADJUSTMENTS

### GENERAL FUND

<i>General Fund Revenue</i>	FY 2024-2025 Current Budget	Budget Change- Increase/ (Decrease)	FY 2024-2025 Revised Current Budget	Explanation
Code Enforcement Recovery (Lien/Legal)	151,201	104,330	255,531	Increased violation payoffs (\$100K)
Contrib/Donations from Private Sources	5,000	52,355	57,355	Town's 25th Anniversary donations recorded against Executive department
Building - Permitting Fees	1,420,677	134,000	1,554,677	Town permitting/inspection fees higher than anticipated
Interest and Other Earnings	497,888	243,678	741,566	Higher than budgeted amount of interest earning.
Appropriated Fund Balance	1,201,968	(210,863)	991,105	Reduction in anticipated utilization of General Fund fund balance
		<b>\$323,500</b>	<b>Total increase to budgeted revenues (net)</b>	
<i>General Fund Department</i>	FY 2024-2025 Current Budget	Budget Change- Increase/ (Decrease)	FY 2024-2025 Revised Current Budget	Explanation
Legal Council	494,000	125,500	619,500	Increase in litigation services due to various criminal & federal cases
Executive	676,962	47,000	723,962	Town's 25th Anniversary donations
Financial Services	719,579	1,000	720,579	Net variance in various accounts (e.g., software, audit fees, etc.)
Clerk Office	412,246	16,000	428,246	Council chambers audio upgrades approved by Council
Building - Permitting Services	1,420,677	134,000	1,554,677	Building permit processing costs offset by increased revenues per above
		<b>\$323,500</b>	<b>Total increase to budgeted expenditures (net)</b>	

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**Gary Jablonski, Council Member**  
**David S. Kuczenski, Esq., Council Member**

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell C. Muñiz, Town Administrator  
**FROM:** Debra M. Ruesga, Town Clerk  
**DATE:** 11/20/2025  
**SUBJECT:** Town Council Meeting Schedule for the 2026 Calendar Year

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

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

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

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

#### **Fiscal Impact/Analysis**

None

**Staff Contact:**

Debra M. Ruesga, Town Clerk

**ATTACHMENTS:**

Description

Resolution - TA Approved

Upload Date

11/13/2025

Type

Resolution

**RESOLUTION NO. 2026-XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN  
COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2026; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**Section 2:** The Town Council hereby approves the meeting schedule, attached hereto and incorporated herein by reference as Exhibit "A", for the Town Council meetings for calendar year 2026.

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

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

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

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

Ranches, Florida, this 20<sup>th</sup> day of November, 2025, on a

motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

Attest:

\_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.093.2025

## **Exhibit A**

### **2026 Town Council Proposed Meeting Schedule**

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

JANUARY	22
FEBRUARY	12, 26
MARCH	12, 26
APRIL	9, 23
MAY	7, 21
JUNE	11, 25
JULY	23
AUGUST	13, 27
SEPTEMBER	10, 24 (Tentative)
OCTOBER	8, 22
NOVEMBER	19
DECEMBER	10

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**David S. Kuczenski, Esq., Council Member**

**Russell C. Muniz, ICMA-CM, 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 Breitzkreuz and Town Council  
**VIA:** Russell C. Muñiz, Town Administrator  
**FROM:** Debra M. Ruesga, Town Clerk  
**DATE:** 11/20/2025  
**SUBJECT:** Town 2026 Holiday Schedule

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

The Town Council desires to establish an official 2026 holiday schedule for the Town of Southwest Ranches. The Town's administrative offices shall be closed in observance of the holidays delineated herein.

#### **Fiscal Impact/Analysis**

None.

#### **Staff Contact:**

Debra M. Ruesga, Town Clerk

#### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	11/13/2025	Resolution

## **RESOLUTION NO. 2026 –XXX**

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2026; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council desires to establish an official 2026 holiday schedule for the Town of Southwest Ranches; and

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

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

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

**Section 2:** The Town Council hereby approves the following official holiday schedule for the Town of Southwest Ranches for calendar year 2026.

#### **Schedule:**

<u>Month</u>	<u>Date</u>	<u>Holiday</u>	<u>Day</u>
January	1 <sup>st</sup>	New Year's Day	Thursday
January	19 <sup>th</sup>	Martin Luther King, Jr. Day	Monday
February	16 <sup>th</sup>	President's Day	Monday
May	25 <sup>th</sup>	Memorial Day	Monday
June	19 <sup>th</sup>	Juneteenth Day	Friday
July	3 <sup>rd</sup>	Independence Day	Friday
September	7 <sup>th</sup>	Labor Day	Monday
September	11 <sup>th</sup>	Patriot's Day	Friday
November	11 <sup>th</sup>	Veteran's Day	Wednesday
November	26 <sup>th</sup>	Thanksgiving	Thursday
November	27 <sup>th</sup>	Day After Thanksgiving	Friday
December	24 <sup>th</sup>	Christmas Eve	Thursday
December	25 <sup>th</sup>	Christmas Day	Friday
December	31 <sup>st</sup>	New Year's Eve	Thursday

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

Ranches, Florida, this 20<sup>th</sup> day of November, 2025, on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

Attest:

\_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.094.2025

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## **BUDGET WORKSHOP MINUTES OF THE TOWN COUNCIL**

### **Southwest Ranches, Florida**

Thursday 7:00 PM

August 12, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muniz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski, Esq.

Fiscal Year 2025-2026 Budget Workshop of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:07.

### **3. Presentation – Proposed Fiscal Year 2025-2026 Budget**

Mayor Breitkreuz thanked members of the public for attending and stated that the Budget Workshop was a crucial part of the budgeting process. He thanked members of the Finance Department, Town Administration, and Town staff for their hard work during the process and turned the meeting over to Town Administrator Muñoz.

Town Administrator Russell Muñoz opened the workshop by commending the Finance Department for their hard work in preparing the Fiscal Year 2025-2026 proposed budget. He then turned the meeting over to Town Financial Administrator Emil Lopez who then presented a balanced budget that maintains the current millage rate while sustaining service levels and incorporating Town Council's directive from the July 24, 2025 preliminary budget meeting.

Town Financial Administrator Lopez narrated a PowerPoint presentation which outlined revenue sources, major expenditure categories, and highlighted that public safety contracts remain the largest expense, accounting for approximately 60% of operating expenditure. He reviewed the millage rate, fire assessment, and solid waste assessment, noting no millage increase, a minimal fire assessment adjustment, and an updated solid waste rate reflecting cost-of-service and CPI adjustments. He further discussed the \$500,000 subsidy proposal to offset increases in the fire and solid waste assessments. He confirmed the inclusion of two new funded projects: the Emergency Operations Center (\$900,000 grant award with no millage impact) and the SW 160th Avenue (Dykes Road Turn Lanes) project (\$405,990 grant with a \$135,330 town match from the unassigned fund balance).

Mayor Breitkreuz expressed his appreciation to Town Financial Administrator Lopez, his team, and all Town staff for their hard work and dedication in preparing the budget. He then opened the floor to Town Council for their comments.

Vice Mayor Hartmann commended the team for maintaining minimal increases, noting this budget had one of the smallest impacts on residents, particularly senior citizens, in decades.

Council Member Allbritton expressed appreciation for the budget's stability amid rising insurance costs.

Council Member Jablonski commended the Finance Department for their excellent work with the budget and inquired about the definition of 'farm building' under agricultural exemptions. Town Financial Director Lopez and Town Administrator Muñiz referenced Florida Statute 193.461 and agreed to provide clarification.

Vice Mayor Hartmann asked whether the General Fund total of \$21,951,634 represented the full budget or indicated a surplus. Town Financial Administrator Lopez clarified that the total budget is \$31,327,035, with the General Fund covering core operations. The remaining funds come from the Transportation, Debt Service, and Solid Waste funds.

Council Member Kuczenski thanked Town Financial Director Lopez and emphasized the need to preserve reserves for future capital projects and discussed maintaining sufficient reserves to address emergencies if federal funds were delayed. Town Financial Administrator Lopez answered Council Member Kuczenski's concerns and advised the Town does have the requirement to maintain 25% in reserves and currently maintains between 30% and 35% as well a line of credit in case of delayed federal funding.

Mayor Breitkreuz shared that, thanks to the efforts of the Town Administrator and staff, a proposal to purchase property for a future public safety building may be presented to Council within the next 90 days. He emphasized that while property acquisition is an important first step, the greater financial challenge will be funding construction. He noted that although unassigned reserves have been used in the past to offset costs such as fire and waste fees, the Town should begin shifting its approach. Mayor Breitkreuz suggested that Council consider prioritizing long-term savings for the public safety project over funding smaller, though worthwhile, initiatives. He expressed a desire to complete the project without increasing millage or incurring new debt and encouraged a more conservative use of reserves to support that goal.

A consensus was reached to have staff present potential end-of-year reserve allocations for Council consideration. Town Administrator Muñiz suggested that once the estimated year-end unassigned fund balance is known, Council may consider designating a percentage of that amount specifically for the future public safety building. He proposed earmarking a significant portion—while retaining some funds for unforeseen needs. He noted that clear direction from Council on the percentage would help staff plan accordingly.

Mayor Breitkreuz opened the floor to public comments. The following members of the public spoke: Newell Hollingsworth and Jim Laskey.

The Mayor, Town Council, Administration, Staff and Town Attorney Poliakoff addressed the questions and concerns raised by public comment.

Parks, Recreation and Open Space Director Lauretano-Haines addressed questions and concerns surrounding the proposed purchase of the utility vehicle for park maintenance.

Town Administrator Muñiz thanked the Mayor and Town Council for their time and input during the budget process and announced the dates of the upcoming first and second budget hearings.

Mayor Breitkreuz offered final comments and recognized the Town Council and Town Staff as well as Town residents before adjourning the meeting.

#### **4. Adjournment**

Meeting was adjourned at 8:28 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

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

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

August 14, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Quasi-Judicial Hearing**

**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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**4. Resolution Approving the Fernandez Villas Plat**

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.

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

**MOTION: TO APPROVE THE RESOLUTION.****Presentations****5. Proclamation – Honeybee Awareness Day – August 16, 2025**

The Town presented a proclamation recognizing August 16, 2025, as National Honeybee Awareness Day.

**6. Proclamation - International Overdose Awareness Day**

The Town presented a proclamation recognizing August 31, 2025, as International Overdose Awareness Day.

**7. Public Comment**

The following members of the public addressed the Town Council: Linda Flack.

Mayor Breitzkreuz addressed comments made during Public Comment. He clarified that the proposed Ordinance change was not meant to impose new restrictions on businesses but to address areas of Town that had become overly commercialized due to unreported code violations. He explained that the Ordinance aimed to allow proactive enforcement and provide flexibility for compliance without relying on resident complaints. He emphasized the Town's effort to balance protecting long-standing families by addressing the concerns of residents affected by nearby commercial activity. He stated that further discussion on the Ordinance would take place at the upcoming Comprehensive Planning Board meeting and encouraged public participation.

**8. Board Reports**

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He commended the Town Council for its leadership and advocacy in the Solid Waste Authority Executive committee, noting that efforts had contributed to a decision not to pursue new incinerator sites in Broward County. He talked about trying to arrange tours of the WM Recycling Center on weekends to encourage more participants. He stressed the importance of getting the messaging out to the residents on the importance of recycling and said the Board is looking into using the Town website to provide more information. He discussed the Zero Waste Consultant proposal and the submittals and how the Board would like to be involved with the process. Lastly, he announced that Rick Conrad had stepped down from the Board, and thanked him for his service, and that Linda Flack had expressed interest in serving on the Board.

George Morris spoke on behalf of the Aster Knight Southwest Ranches Parks Foundation. He discussed that the Foundation was working in conjunction with the Rural Public Arts and Design Advisory Board on a project that commemorates residents that have contributed to the Town. He said the Foundation has set aside \$5,000 specifically for the project, with the goal being \$100,000, and suggested the Town match the \$5,000. He spoke about upcoming events such as the pig roast, pumpkin patch, carnival, chili cook off, and car show, that would help with the fundraising.

He said that anyone interested in volunteering for the events should contact PROS Director December Lauretano-Haines to sign up.

At this point Council Member Allbritton addressed the vacancy on the Zero Waste Advisory Board, and appointed Linda Flack to the Board as his appointment.

## **9. Council Member Comments**

Council Member Jablonski spoke about the following Town events:

- The 13th Annual Photo Contest for the 2026 SWR Town Calendar
- The cancellation of the DMV FLOW Event for August 27, 2025
- Bingo at the Barn on September 27th, 2025
- The Halloween Spooktacular Yard Decorating Contest
- The Southwest Ranches Pumpkin Patch
- The Halloween Event at the Rolling Oaks Barn on October 31, 2025
- The Food Truck Event at the Preserve on September 2, 2025, from 4:00 to 9:00 p.m.
- The First Budget Public Hearing – FY 2025-2026 Proposed Budget on September 15, 2025, at 6:00 p.m.
- The Second Budget Public Hearing – FY 2025-2026 Proposed Budget on September 25, 2025, at 6:00 p.m.

He stressed the importance of residents attending the Budget Hearings and said to contact members of the Town Council if they had any questions regarding the budget. He mentioned that the flag was replaced on the cell phone tower at the Town's Fire Station and discussed the logistics of replacing a flag of that size. Lastly, he reminded residents that Town Hall would be closed on Monday, September 1, 2025, in observance of the Labor Day holiday.

Council Member Allbritton praised the recent budget workshop as outstanding and thanked staff and Council for maintaining current tax levels. He expressed regret over low public attendance and encouraged residents to participate in the upcoming sessions. He discussed attending a climate workshop as part of the Broward County Water Advisory Board, where sea level rise was the main topic. He referenced QR-coded posters that assess home elevation risks over the next 10–15 years and expressed concern over the rapid rise and insufficient federal funding for needed infrastructure, such as pumps, from the Army Corps of Engineers. He shared an update on the Filthy Organics program, noting that 51 residents were actively participating. He stated that over roughly two months, participants diverted 1,480 pounds of food waste from landfills, averaging nearly 30 pounds per household, and he discussed the environmental benefits of the program.

Council Member Kuczenski addressed comments made during Public Comment. He spoke about residents needing to ensure they place their recyclables and solid waste in their curbside bins and not next to them, to ensure the items are picked up properly. He talked about seeing real estate ads posted on social media referencing gated communities in the Town and stated that there were only two gated communities in the Town and that there would probably not be any more in the

future. He discussed the purpose of the new radar speed signs and encouraged residents to use cruise control to maintain posted speed limits. He expressed concern over excessive speeding on roads such Luray Road and Mustang Trail and supported implementing speed tables as a cost-effective alternative to daily police enforcement.

Vice Mayor Hartmann reported that car thefts and break-ins typically increase starting in August and through winter and urged residents to take preventive measures. He warned that criminals are using advanced technology to intercept key fob signals, allowing them to unlock and start vehicles or access homes. He recommended storing key fobs in Faraday bags or metal containers to block signal transmission. He also reminded residents not to leave keys, firearms, or valuables in unlocked vehicles, emphasizing that many of these crimes are preventable. Lastly, he highlighted the effectiveness of the Town's license plate readers in aiding Davie Police and encouraged residents to report suspicious activity.

Mayor Breitzkreuz reported on the finalized Solid Waste Authority master plan, which moved away from incineration and focused on innovative waste management solutions. He credited Southwest Ranches residents for their strong participation, which helped influence the plan to exclude new incineration facilities near the Town. He called the outcome a major win for the community and emphasized the need for continued engagement to ensure broader adoption. He discussed the efforts of relocating the South Florida Wildlife Center to the Town, with a potential new location identified on Sheridan Street near 190th Avenue. He said the site, owned by the School Board and restricted to educational use, was considered a strong fit for the Center's mission, and a key meeting with the School Board was scheduled for September 19. He praised Town Administrator Muñiz and Town Attorney Poliakoff their coordination on the project and emphasized the project's alignment with the Town's values. He noted that this was a major step forward but there were many steps ahead. He stated that the Town was moving forward with plans to build a new public safety facility that would serve as a fire station and emergency operations center, with property acquisition expected within 90 days. He emphasized the goal of completing the project without increasing the millage rate or incurring debt, relying instead on grants and other funding sources, and praised staff for their efforts during the recent budget workshop.

Council Member Allbritton expanded on the comments made by Council Member Kuczenski regarding the speed signs. He explained how the signs worked and explained how the data is used to strategically place Town of Davie Police patrols in the areas with heavy speeding.

## **10. Legal Comments**

Assistant Town Attorney Dewitt had no legal comments.

## **11. Administration Comments**

Town Administrator Muñiz requested to have a Workshop Meeting before the next Regular Town Council Meeting to discuss water and utility service providers for the Town and to provide direction to Administration on a methodology on assigning providers for the residents.

Mayor Breitzkreuz clarified the reason for having the meeting and stressed that it was not to force residents on to water services but to develop a plan for water service around the Town. He stated that the Town is working with other municipalities to provide water services to residents and that a plan needs to be developed to keep the service areas organized and to keep the costs down for the Town.

Town Administrator Muñiz reported that he and Council Member Jablonski attended a tour of Waste Management's Materials Recovery Facility (MRF), in Davie, where bulk debris is sorted by type to reduce landfill use. He shared that Waste Management is offering additional public tours of the facility. He directed residents to contact Deputy Town Clerk Dan Stewart, the staff liaison for the Zero Waste Advisory Board, to coordinate a visit.

### **Ordinance – 2<sup>nd</sup> 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}

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

### **MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

**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}

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

### **MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

### **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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**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 TWENTYONE 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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**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.

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

**MOTION: TO TABLE THE ITEM TO THE OCTOBER 9, 2025 REGULAR TOWN COUNCIL MEETING.**

**Discussion**

**20. Discussion - Status of Campaign Sign Enforcement - Council Member Kuczenski**

Council Member Kuczenski introduced the item as a discussion regarding the final passage of the election sign ordinance amendment and noted that enforcement was described as potentially proactive. However, he stated he had seen no official documentation to support this and considered enforcement reactive unless proven otherwise.

A discussion ensued amongst the Town Council and Mayor Breitzkreuz opened the discussion to Public Comment.

It was the consensus of the Town Council that while the ordinance was not labeled as proactive, residents were allowed to remove illegal signs from public rights-of-way, which may have led to that perception. It was clarified that signs on fences are on private property and not subject to

removal, while those in swales or on poles fall under the snipe sign ordinance and can be taken down. It was encouraged that residents bring the political signs to Town Hall when found in the swales or rights-of-way.

## **21. Discussion - Fireworks Exemption - Council Member Kuczenski**

Council Member Kuczenski introduced the item as a discussion regarding fireworks in the Town. He stated that shortly after the election of Mayor Breitzkreuz, Council Member Allbritton, and himself, they requested Representative Robin Bartleman to sponsor legislation exempting Southwest Ranches from the state's fireworks law, much like the City of Wellington. He spoke about how the effort did not make it out of Committee then but said he would like to try again this upcoming legislative session.

A discussion ensued between the Town Council, Town Administrator, and Town Attorney, on the best approach for presenting a bill to limit fireworks in the Town.

Mayor Breitzkreuz opened the discussion to Public Comment.

The consensus of the Town Council was to collaborate with communities that are similar to the Town and want the same type of legislation and to form a coalition and submit as one entity. It was discussed this may have a better chance of passing.

Town Administration was given direction to bring a Resolution before Town Council stating the intent of the Council so it could be submitted to the Broward Legislative Delegation before the October 17<sup>th</sup>, 2025, deadline.

## **22. Discussion - Status of Historical Home - Vice Mayor Hartmann**

Vice Mayor Hartmann introduced the item as a discussion regarding the historic Dade County Pine house in Southwest Meadows Sanctuary Park, that the Town acquired between 2003 and 2005. He spoke about the condition of the home when it was acquired and its current deteriorated and unsafe condition. He stated that the purpose of the discussion was to decide what action to take regarding the home.

Vice Mayor Hartmann presented a video to the Town Council that compared the conditions of the home from 2001 to 2025.

A discussion ensued between the Town Council, Town Administrator, and Parks, Recreation & Forestry Director December Lauretano-Haines, on the history of the building, how to safely remove bees from the building, and what actions to take with the building.

The consensus of the Town Council was to humanely remove the bees from the home and to post notices that the home was available for historical societies to remove from the property if they are interested. If there was no response, the building would be destroyed and removed from the property by the Town, within 60 days.



**23. Town Administrator Formal Discussion on RFP 25-14, Zero Waste Consultant, regarding budget and final ranking recommendation**

Town Administrator Muñiz introduced the item as a discussion regarding the RFP for the Zero Waste Consultant. He provided an update on the procurement process, noting that the cone of silence was still in effect. He stated the selection committee unanimously selected Waste Management (WM) as the preferred firm. He requested guidance from the Town Council on establishing a not-to-exceed budget amount for contract negotiations, and explained that once a contract is negotiated, it would be brought back to the Council for consideration and possible award. Due to the cone of silence, further discussion on the proposals of firms was limited.

A discussion ensued between Town Council and Town Administrator Muñiz on the pricing range of the RFPs. Town Administrator Muñiz asked the Town's Procurement Office Christna Semeraro to the podium to provide details on the range.

Town Procurement Officer Christina Semeraro addressed the Town Council to provide budgetary context for the shortlisted zero waste consultant proposals. She stated that the cost range for the proposals fell between \$24,000 and \$69,000. She said the lower end of the range, around \$24,000, would cover all major components required for a zero-waste plan; however, it would not include a fully packaged, adoptable plan with a narrative suitable for future grant applications. She noted that such packaging would need to be developed internally. Based on the research conducted and the responses received, she indicated that proposals in the \$40,000 to \$50,000 range appeared more reasonable for obtaining a comprehensive, ready-to-use plan.

Further discussion ensued between the Town Council, Town Administrator, and the Town Financial Administrator clarifying if the funds were budgeted and where the funds would be allocated from the budget.

Mayor Breitkreuz opened the discussion to Public Comment.

Discussion followed amongst the Town Council on deciding an amount limit for the contract.

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

**MOTION: TO ALLOCATE UP TO, BUT NOT TO EXCEED, THE AMOUNT OF \$65,000 FOR THE ZERO WASTE CONSULTANT CONTRACT.**

**24. Adjournment**

Meeting adjourned at 9:22 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

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

## **REGULAR MEETING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida**

Thursday 7:00 PM

August 28, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Council Member Allbritton attended the meeting telephonically.

### **3. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth.

### **4. Board Reports**

There were no Board Reports.

### **5. Council Member Comments**

Council Member Allbritton addressed the issue discussed during Public Comment regarding the Comprehensive Plan Board meeting on illegal businesses operating in the Town. He encouraged residents to attend the meeting to help resolve the issue. He discussed the Veterans Group that he is trying to establish in the Town and thanked Parks, Recreation & Forestry Director December Lauretano-Haines and Public Works Project Coordinator and Newsletter Editor Susan Kutz, for their assistance in putting it together, and Town Council and Town Staff for their support. He expressed his belief that the group should be having its first meeting within the next few months and asked anyone interested to contact either himself, Ms. Lauretano-Haines, or Ms. Kutz.

Council Member Jablonski discussed the FDOT Meeting on September 30, 2025, at the Southwest Regional Library, regarding the expansion of Sheridan Street at the intersection at Flamingo Road. He asked that residents attend the meeting to speak about what the Town's views are on the expansion and stressed the importance of voicing their opinions at the meeting. He spoke about the following Town events:

- The 13th Annual Photo Contest for the 2026 SWR Town Calendar
- Bingo at the Barn on September 27th, 2025
- The Town Hall closure on September 1, 2025, in observance of the Labor Day Holiday
- The Aster Knight Foundation sponsored Southwest Ranches Pumpkin Patch from October 16<sup>th</sup> through 19<sup>th</sup>, 2025
- The Hazmat at the Barn event on October 11, 2025
- The Food truck Event at the Preserve on September 2, 2025, from 4:00 to 9:00 p.m.

- The DMV Flow event at Town Hall on September 25, 2025
- The First Budget Public Hearing – FY 2025-2026 Proposed Budget on September 15, 2025, at 6:00 p.m.
- The Second Budget Public Hearing – FY 2025-2026 Proposed Budget on September 25, 2025, at 6:00 p.m.

He stressed the importance of residents attending the Budget Hearings to learn how the Town decides on how to allocate Town funds and said it was their chance to voice their opinions on the matter.

Vice Mayor Hartmann noted that National Dog Day recently passed and encouraged residents to celebrate their dogs. He discussed the Bird Watching Tours that he is starting in the Town that will be held four times, at different Town parks, within the coming year. He informed everyone to read the upcoming newsletter to find more details including the dates and parks. He discussed an incident that occurred during the recent Comprehensive Plan Advisory Board where he lost his temper and apologized to the residents. He explained what occurred that made him lose his temper but apologized and stated that type of behavior was not indicative of who he is as a person. He shared feedback from Rolling Oaks residents following a recent meeting and noted a high volume of calls after the Comprehensive Plan Board meeting. He expressed concern that enforcing regulations on long-standing, non-compliant businesses could harm residents who built family-run operations over decades. He stressed the importance of finding a solution that protects the town's rural character without penalizing long-time community members, while acknowledging the need to address increasing commercial activity in residential areas. He expressed that it was going to take commitment from the Town Council, Town Administration, Town Staff, Town Attorney, Town Planner, and residents to find a solution that won't have a detrimental effect on those that have built their businesses over generations and that have helped shape the community. He concluded by expressing he would not support any action that undermines the rural lifestyle of the Town.

Council Member Kuczenski agreed with Vice Mayor Hartmann on the issue of the proposed amendments regarding illegal businesses and stated that he is up for the challenge of finding a solution. He discussed the issue of a tree falling and blocking a private road in his district and said that the Town's Volunteer Fire Department should be used to remove trees from private roads just as they do for public roads in the Town. He spoke about the Halloween Spooktacular House Decorating Contest and said the deadline to enter is Friday, October 17<sup>th</sup>, judging will occur on Monday, October 20<sup>th</sup>, and the awards will be given out Friday, October 24<sup>th</sup>. He talked about the FDOT meeting occurring on September 30<sup>th</sup>, regarding the Sheridan Street improvements project. He stressed the importance of residents attending the meeting to express their opinions on the project. He thanked Town Attorney Poliakoff for representing the Town at last week's meeting regarding the funding of the project. Lastly, he advised residents that recently renewed driver licenses have id numbers that are different than their prior licenses and said to check with the Supervisor of Elections Office to ensure their voter registration is still valid.

Mayor Breitkreuz spoke about the Comprehensive Plan Advisory Board meeting and agreed there was still much work to do on solving the illegal businesses issue. He said that he would like to meet with Town Planner Jeff Katims and Town Attorney Poliakoff on the issue and discuss the legalities of certain ideas that were discussed. He emphasized the importance of community and transparency, noting that everyone on the Council and the Comprehensive Plan Board were neighbors with no hidden agendas. He expressed appreciation for the residents who spoke up during the previous meeting, acknowledging that their input helped the council recognize they were heading in the wrong direction. He stated it was a valuable part of the town's process—listening, learning, and adjusting when necessary and that willingness to adapt is what makes the Town strong and united. He spoke about the upcoming FDOT meeting regarding the Sheridan Street widening project and the Town's Resolution that was recently passed with the requests and suggestions of the Town to Broward County regarding the project. He stated that he would like to have a discussion item regarding the project at the next Town Council meeting to have residents voice their ideas and opinions about the project so that the Town Council members can speak on their behalf at the September 30<sup>th</sup> meeting. He spoke about the Volunteer Fire Department and developing a policy on the services they provide and the training they receive to ensure they are safe and efficient in their duties. He said a policy will also clearly define what the responsibilities of the Volunteer Fire Department would entail. He provided an update on the efforts of relocating the South Florida Wildlife Center to the Town and stated that Broward County School Board approved the location identified on Sheridan Street near 190th Avenue. He said approximately 8.25 acres would go to the South Florida Wildlife Center and the rest would be rezoned as residential and fall under the Rural Ranches designation. He stated the next step of the process would be in September with the Broward County Commission voting on extending the current lease for the Wildlife Center to give them time to transition to the new property.

## **6. Legal Comments**

Town Attorney Poliakoff congratulated Mayor Breitkreuz on the progress of the South Florida Wildlife Center relocation and said that he was instrumental in the success of the project. He spoke about the Volunteer Fire Department moving downed trees and stated that he was pleased they would be providing that service again for the Town. He spoke about attending the Sheridan Street Improvements Project budget meeting on behalf of the Town and stated that many other residents attended as well. He said that the Board was impressed with the high attendance of Town residents and that they were respectful to the public and discussed the need for the project if so many neighboring residents did not want the project to move forward. He stated that he was contacted by Richard Tornies, of Highway Engineering, that he was instructed by the Board to meet with the Town but could not meet before the September 30<sup>th</sup> meeting.

## **7. Administration Comments**

Town Administrator Muñiz advised Town Council that offers had been made for the positions of the Agricultural Liaison and Police Civilian Coordinator positions and that contracts would be presented to the Town Council within the next few meetings. He discussed the Zero Waste Consultant RFP and stated that some important information was missing from the original RFP so

it will be readvertised. He stated that the vendors that had submitted proposals had been notified and that the cone of silence on the RFP is currently lifted but will start again once it is advertised.

Town Attorney Poliakoff discussed the "cone of silence" and defined it for Town Council and residents. He stressed the severity of the cone of silence regarding procurement items and stated that in essence, the only time that Council Members can discuss or even hear discussions on the procurement items is at the Town Council meetings where the Council is making the selection.

Town Administrator Muñiz discussed the resident survey that is currently open to all residents, and he encouraged anyone that has not yet completed the survey to please do so before the end of August. He reminded residents that it can be done online through the Town website, and if they needed assistance or a computer to complete it, they could visit Town Hall and a staff member can assist them through the kiosk.

### **Resolutions**

**8.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH MILLENNIUM PRODUCTS, INC. FOR THE PURCHASE OF A VETTED SECURITY SERVICES, INC. TRAILER MOUNTED LICENSE PLATE READER SYSTEM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF FIFTY FIVE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS AND THIRTEEN CENTS (\$55,682.13); AND PROVIDING AN EFFECTIVE DATE.

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

### **MOTION: TO TABLE THE ITEM.**

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A COOPERATIVE AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC. FOR LICENSE PLATE RECOGNITION CAMERAS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$25,150.00); AND PROVIDING AN EFFECTIVE DATE.

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

### **MOTION: TO APPROVE THE RESOLUTION.**

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH J.A. MEDINA, LLC

TO ALLOW FOR ADDITIONAL SERVICES BEYOND DESIGNATED WORKING HOURS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**11. Approval of Minutes**

a. April 24, 2025 Town Council Meeting

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

**MOTION: TO APPROVE THE APRIL 24, 2025 REGULAR TOWN COUNCIL MEETING MINUTES.**

**12. Adjournment**

Meeting adjourned at 8:10 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

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

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## **FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida**

Monday 6:00 PM

September 15, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

First Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 6:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

### **3. Administration Comments**

Town Administrator Muñiz stated that the Fiscal Year 2026 budget was the result of several months of preparation. He said that Town Council would be presented with a balanced budget that, like the previous year, aimed to enhance municipal services for residents. The proposed budget maintained the existing millage rate and, with the support of the Council, worked to limit increases in both the solid waste and fire services assessments. He concluded by turning the floor over to Town Financial Administrator Lopez for a detailed presentation

### **4. Presentation by Finance**

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final solid waste assessment of \$560.67 per unit, final fire assessment of \$767.67 for residential properties, and a total tentative millage rate of 3.9000 and the proposed budget for fiscal year 2026. He concluded the presentation by asking Council to approve the fire and solid waste assessments and for their direction regarding the millage rate and budget.

A discussion between the Town Council, Town Administrator Muñiz, and Town Financial Administrator ensued regarding the presentation of the Fiscal Year 2025 – 2026 Town Budget. The Mayor and Town Council congratulated and thanked Town Administration, the Finance Department, and Town staff, for their hard work and efforts to keep a balanced budget for this upcoming fiscal year. Town Council talked about having a policy change regarding projects that are approved in the current fiscal year but are carried over into the next fiscal year budget. Council asked that in the future these types of projects be shown in the presentation, and listed possibly as footnotes in the budget, for easier reference and transparency.

### **Millage Rate and Budget Hearing**

### **Resolutions**

**5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; PROVIDING PURPOSE AND DEFINITIONS; AMENDING IN PART**

SECTION 3 OF RESOLUTION 2025-070 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2025 FIRE ASSESSMENT REPORT ADDENDUM; PROVIDING FOR PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; APPROVING THE FINAL FIRE SERVICES ASSESSMENT RATES AND FINAL ROLL RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN FOR FISCAL YEAR 2025-26; CONFIRMING AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**6.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2025-2026 COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Tentative Millage Rate Resolution**

**Tentative Millage Rate Resolution**

**7.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2025-2026, COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Ordinance - 1st Reading**

**8.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2025-2026, COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading scheduled for September 25, 2025}

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

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

**9. Adjournment**

Meeting adjourned at 6:50 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

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

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Monday 7:30 PM

September 15, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:30 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Presentations**

**3. Proclamation – Hispanic Heritage Month - September 15-October 15, 2025**

The Town presented a proclamation recognizing September 15, 2025, through October 15, 2025, as National Hispanic Heritage Month.

**4. Public Comment**

The following members of the public addressed the Town Council: no public speakers.

**5. Board Reports**

There were no Board Reports.

**6. Council Member Comments**

Council Member Jablonski discussed the FDOT Meeting on September 30, 2025, at the Southwest Regional Library, regarding the expansion of Sheridan Street at the intersection of Flamingo Road. He asked that residents attend the meeting to speak about what the Town's views are on the expansion and stressed the importance of voicing their opinions at the meeting. He spoke about the following Town events:

- Bingo at the Barn on September 27th, 2025
- The Halloween Spooktacular House Decorating Contest
- The Aster Knight Foundation sponsored Southwest Ranches Pumpkin Patch from October 16<sup>th</sup> through 19<sup>th</sup>, 2025
- The Hazmat at the Barn event on October 11, 2025
- The Food truck Event at the Preserve on the first Tuesdays of the month, from 4:00 to 9:00 p.m.
- The DMV Flow event at Town Hall on September 25, 2025
- The Rancher Academy on October 1<sup>st</sup> and October 8<sup>th</sup>, from 6:00 to 9:00 p.m.
- The Second Budget Public Hearing – FY 2025-2026 Proposed Budget on September 25, 2025, at 6:00 p.m.

Council Member Allbritton discussed the issue of potholes in the Town. He stated that the contractor responsible for filling in the potholes would be increasing the workload to twice a week to catch up on the repairs and asked residents to be patient. He spoke about the veteran's group that he is trying to establish in the Town and announced that Parks, Recreation & Forestry Director December Lauretano-Haines created a name and that it was the "Veterans Social Café". He said he is still trying to recruit members, so if any veterans would like to join, or if anyone knows a veteran that may be interested, to please contact him.

Council Member Kuczenski spoke about the Halloween Spooktacular House Decorating Contest happening soon and encouraged residents to enter the contest. He talked about the FDOT meeting occurring on September 30<sup>th</sup>, regarding the Sheridan Street improvements project, and stated that he would go into more detail during the discussion item on the agenda. He advised Town Council that the Sunshine Ranches HOA voted to approve putting speed tables on Luray Road and that once he had estimates on the cost, he would be asking the Town to expedite some of the processes to get them installed as soon as possible.

Vice Mayor Hartmann reminded residents that it was still hurricane season and that they should remain vigilant.

Mayor Breitzkreuz discussed the efforts on the relocation of the South Florida Wildlife Center to the Town and stated that the next step of the process would be in happening at the Broward County Commission meeting on September 16, 2025 to approve extending the current lease for another four years. He said the Town is meeting with the South Florida Wildlife Center every other week, in an effort to ensure the completion of the project in under four years. He talked about the P3 project and said that the company would be changing from the BBX Altman Group to FRPH Holdings. He stated that he spoke with the new group and that he looked forward to moving into the final phase of the project. He spoke about a Town owned property on SW 185 Avenue, that is called a "pocket property". He said the property is maintained by the Town, but that it is so small that nothing can be done on it. He suggested the Town ask the neighbors if they would like to purchase the property for themselves. He asked the Town Council to think about what actions to take with the property and that it could be discussed and decided on at a later date. He discussed the Rancher Academy and described that the Academy explains the nature of the Town and how the Town functions. He said the Academy will be on two separate nights, October 1, 2025, and October 8, 2025, and that residents can sign up online.

Council Member Allbritton added that the Rancher Academy provides a wealth of information for residents and stated that at the last Academy, the departments did an excellent job in their presentations.

## **7. Legal Comments**

Town Attorney Poliakoff congratulated Mayor Breitzkreuz on the progress of the South Florida Wildlife Center relocation and spoke about the organization. He discussed the P3 property and the

acquisition team being changed from BBX Altman Group to FRPH Holdings and that they are asking for their final 90-day extension. He listed the reasons that the extension was needed as the following: the access issue with the private road owned by the neighboring property, the final agreement from the Army Corps of Engineers relating to navigable waters, and that Broward County must formally approve the access through the private road. He stated that these issues should be closed in the first quarter of 2026 and said that the buyer was asking for a formal vote on the name change and 90-day extension for these matters to be resolved.

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

**MOTION: TO APPROVE THE NAME CHANGE FROM BBX ALTMAN GROUP TO FRPH HOLDINGS AND TO ALLOW AN EXTENSION OF 90 DAYS.**

## **8. Administration Comments**

Town Administrator Muñiz advised Town Council that the Town received a grant from the first iteration of the Broward County Surtax program in the amount of \$587,000. He said the funds will be used towards the Dykes Road turn lane project, along with the \$400,000 received from the state. He stated that with both grants, the Town should be able to complete the project with minimal expenditure. He said the Town resident survey was officially completed and that over 400 responses were received. He stated the surveys would provide a lot of data points and information that would be useful in developing the Town's Strategic Plan next year. He thanked all residents that took the time to complete the survey.

## **Resolutions**

**9.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO 6903 HANCOCK 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 PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH CARLOS GRAVE DE PERALTA FOR POLICE CIVILIAN

COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Discussion**

**11. Discussion - Sheridan Street Widening Project - Mayor Breitzkreuz**

Mayor Breitzkreuz introduced the item as a discussion on the Sheridan Street Widening Project at Flamingo Road and how it may affect the Town. He stated that it was important to hone the Town's message on the Town's concerns when attending the meeting.

A discussion ensued between the Town Council, Town Attorney Poliakoff, and Town Administrator Muñiz regarding the main points the Town would like to stress at the upcoming meeting.

The consensus of the Town Council was to discuss the following points at the meeting:

- Installation of shielding to be placed over streetlights on the north side of the westbound Sheridan Street from Flamingo Road to Southwest 148 Avenue
- Implementation of noise reduction measures through the continuation of the existing vegetative barrier along the north side of the westbound Sheridan Street
- Request the allocation, design, planning, construction funds for the improvement of lefthand turn lanes from the eastbound Sheridan Street onto northbound Flamingo Road
- Installing new signaling at the intersection that uses AI technology that learns the traffic patterns and adjusts accordingly

Council Member Kuczenski reminded residents that the meeting regarding the Sheridan Street project would be held on September 30<sup>th</sup>, at 6:00 p.m., at Southwest Regional Library, 16835 Sheridan Street, Pembroke Pines, FL 33331.

**12. Adjournment**

Meeting adjourned at 8:13 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitzkreuz, Mayor*

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

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## **SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida**

Monday 6:00 PM

September 25, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Jacob Korman, Assistant Town Attorney

Council Member David S. Kuczenski

Second Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

### **3. Administration Comments**

Town Administrator Muñiz welcomed everyone to the Second Budget Hearing for the Fiscal Year 2026 budget. He stated that the First Budget Hearing was held on September 15<sup>th</sup>, and that presentation tonight would take into account the requested changes from Town Council related to projects using the appropriated fund balance. He said tonight's discussion would be focusing on the final millage rate as well as the second reading of the Budget Ordinance. He turned the meeting over to Town Financial Administrator Lopez for the presentation.

### **4. Presentation by Finance**

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final millage rate of 3.9000 and the proposed budget for fiscal year 2026. He concluded the presentation by asking Town Council to approve the final millage rate and budget.

A discussion between the Town Council ensued about the presentation of the Fiscal Year 2025 – 2026 Town Budget. Town Council spoke about the inclusion of the projects that were carried over to the next fiscal year and said that it gave a better understanding of the budget and provided more transparency to the process. The Mayor and Town Council expressed their gratitude towards the Town Administration and Finance Department for their hard work on the budget process and thanked Town Staff for the work as well.

## **Millage Rate and Budget Hearing**

### **Final Millage Rate Resolution**

**5.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2025-2026, COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Ordinance – 2nd Reading**

**6.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2025-2026, COMMENCING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. **{Approved on First Reading September 15, 2025}**

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

**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

**9. Adjournment**

Meeting adjourned at 6:16 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF

OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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## **REGULAR MEETING MINUTES OF THE TOWN COUNCIL**

### **Southwest Ranches, Florida**

Monday 7:00 PM

September 25, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Jacob Korman, Assistant Town Attorney

Council Member David S. Kuczenski

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

#### **Presentations**

#### **3. Presentation of the Resident Survey by OnPointe Insights**

Ryan Young and Ron Gailey of OnPointe Insights presented the data points and results from the Town Resident Survey.

#### **4. Public Comment**

The following members of the public addressed the Town Council: no public speakers.

#### **5. Board Reports**

There were no Board Reports.

#### **6. Council Member Comments**

Council Member Jablonski reminded residents of the meeting on September 30, 2025, regarding the expansion of Sheridan Street, and stressed the importance of residents attending the meeting. He spoke about the following Town events:

- Bingo at the Barn on September 27th, 2025
- The Southwest Ranches Pumpkin Patch from October 16<sup>th</sup> through 19<sup>th</sup>, 2025
- The Halloween Spooktacular House Decorating Contest
- The Hazmat at the Barn event on October 11, 2025
- The Food truck Event at the Preserve on the first Tuesdays of the month, from 4:00 to 9:00 p.m.
- The Rancher Academy happening on October 1<sup>st</sup> and October 8<sup>th</sup>, from 6:00 to 9:00 p.m.

He discussed the Town Resident Survey and stated that there seemed to be a wealth of information in the survey and that the company did an excellent job. He said the survey had a higher rate of response than he anticipated and that he was glad that the incomplete surveys were discarded as they can skew the results. He asked Town Administrator Muñiz to provide the Town Council with the link to the survey so they could do more research on the data.

Vice Mayor Hartmann spoke about the Town Resident Survey and verified with Town Administrator Muñiz that the results would be provided on the Town website. He asked Council Member Jablonski if he could clarify how the incomplete surveys could skew final survey results.

Council Member Jablonski stated that because incomplete surveys do not provide all the data for all the questions, the percentages can be incorrect and susceptible to manipulation.

Vice Mayor Hartmann thanked Council Member Jablonski for his explanation.

Council Member Kuczenski discussed the Sheridan Street Widening Project and went into detail of how the project began with the implementation of Broward County Mobility Advancement Program in 2018 to the status of the project today. He spoke about how the project will adversely affect the residents along Old Sheridan Street and in Sunshine Ranches. He stated that the public information meeting will be at the Southwest Regional Library, 16385 Sheridan Street, Pembroke Pines, FL 33331, at 6:00 p.m. He asked that all residents attend the meeting and emphasized the importance of having a large and united group in attendance.

Council Member Allbritton spoke about the Halloween Spooktacular Decorating Contest on October 24<sup>th</sup>. He discussed that the pictures had been chosen for the 2026 Town Calendar and said that the Rural Public Arts and Design Board did an outstanding job with photos they selected for the calendar. He talked about the veterans group that he is establishing in the Town and displayed his article in the Town Newsletter about two veterans that served in World War II and shared their story. He thanked the Town Council and Town Staff for their support in the creation of the group and asked if any veterans would like to join, or if anyone knows a veteran that may be interested, to please contact him.

Mayor Breitzkreuz discussed the Rancher Academy and announced the dates were changing from October 1, 2025, and October 8, 2025, to October 8, 2025, and October 15, 2025. He spoke about the importance of the Academy and how it explains the nature of the Town. He added that it also opens a dialogue with residents about how the Town operates and helps realtors gain a deeper understanding of the community, enabling them to pass that knowledge on to future residents. He spoke about the new fire station and EOC facility, noting that the Town is making progress in securing the land and that the agreement is expected to be finalized by the end of the year.

## **7. Legal Comments**

Assistant Town Attorney Korman had no legal comments

## **8. Administration Comments**

Town Administrator Muñiz provided an update on the Town's composting program and stated that 1.8 tons of compostable waste had been diverted from landfills. He noted that 72 residents are currently enrolled in the program, with 28 openings still available, and encouraged anyone interested to sign up on the Town's website. He discussed the Town Hall fire suppression system and the need to overhaul the system, including the replacement of the well pump. He stated that



the proposal cost of \$32,000 exceeded his purchasing authority and asked that the Town Council approve the purchase tonight so a Purchase Order can be issued to begin the process, and that a Resolution would be brought to the Town Council at the next meeting.

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

**MOTION: TO APPROVE THE APPROVE THE PURCHASE OF THE WELL FIRE PUMP REPLACEMENT FROM RAILSBACK PUMP AND CONTROL SERVICES INC. AND TO CREATE THE PURCHASE ORDER.**

**9. Approval of Minutes**

- a. May 8, 2025 - Regular Meeting Minutes
- b. May 22, 2025 - Workshop Minutes

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

**MOTION: TO APPROVE THE MAY 8, 2025 REGULAR MEETING MINUTES AND THE MAY 22, 2025 REGULAR MEETING MINUTES.**

**10. Adjournment**

Meeting adjourned at 7:59 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 20<sup>th</sup> day of November, 2025.*

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*Steve Breitkreuz, Mayor*

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