



Southwest Ranches Town Council

REGULAR MEETING

Agenda of December 11, 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 Bob Hartmann	Russell C. Muniz, ICMA-CM	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	David S. Kuczenski, Esq.	<u>Town Financial Administrator</u>	<u>Town Clerk</u>
Gary Jablosnki		Emil C. Lopez, CPM	Debra M. Ruesga

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. 2026 Arbor Day Proclamation

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 - 2nd 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. {Approved on First Reading November 2, 2025}

Ordinance - 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING PART OF AN UNIMPROVED ROAD RIGHT-OF-WAY BEING A PORTION OF TRACTS 1 AND 32 OF EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF UNIMPROVED SW 139TH AVENUE EXTENDING APPROXIMATELY 280 FEET NORTH OF EAST PALOMINO DRIVE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-34-25)

Resolutions

11. 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 FOLIO NUMBERS 513902040490, 513902040500, AND 513902040510, 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 PURCHASE ORDER WITH CARNAHAN PROCTOR AND CROSS, INC. IN THE AMOUNT OF TWENTY-NINE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$29,640.00) FOR CIVIL ENGINEERING SERVICES THE SW 185TH WAY AND SW 57TH COURT DRAINAGE PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO RECEIVE FOUR HUNDRED FIVE THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$405,990.00) FOR DESIGN AND CONSTRUCTION OF TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND

PROVIDING AN EFFECTIVE DATE.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.
17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (PRFNRRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE ZERO WASTE ADVISORY BOARD (ZWAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REINSTATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE" FOR A SIX-MONTH PERIOD, FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTIVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

22. Solid Waste Authority (SWA) - Education Videos - Mayor Breitkreuz

23. Annual Review of Charter Officials

24. Adjournment

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



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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor and Town Council

THRU: Russell Muñiz, Town Administrator

FROM: December Lauretano-Haines, Parks Recreation and Forestry Director

DATE: December 11, 2025

SUBJECT: 2026 Arbor Day Proclamation

Recommendation

This proclamation re-establishing Southwest Ranches' Arbor Day for 2026 and encouraging residents to observe Southwest Ranches Arbor Day in January is offered for your consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priority

B. Enhanced Resource Management
E. Cultivate A Vibrant Community

Background

In December 2007, the Town Council issued a proclamation that every third Friday in January be recognized as Arbor Day in the Town of Southwest Ranches. This proclamation was part of the Town's original application to become a designated "Tree City, USA". Annual recertification requires that the Town renew its commitment to the goals of the Tree City USA program with public outreach events, and community education on the importance of trees, as well as an annual proclamation.

Fiscal Impact/Analysis

In our annual application for recertification of the Tree City USA designation, the Town is required to annually observe Arbor Day by way of a proclamation and community Arbor Day events.

The Town is working to complete our 20th year as a designated Tree City USA. This status has proven helpful in favorable weighting of our applications for tree planting and maintenance grants.

The Town's observances of Southwest Ranches Arbor Day incur minimal expense annually – generally below \$400 each year. These expenses are coded from the General Fund, Executive Department, Town Events line item, which has a budget of twenty-eight thousand, six hundred and sixty-nine dollars (\$28,669.00) dedicated for promotional activities and Town events.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

WHEREAS Arbor Day, is observed throughout the Nation and the world; and

WHEREAS, annually, the State of Florida celebrates Arbor Day on the third Friday in January; and

WHEREAS, in accordance with the Policies and Goals of the Town of Southwest Ranches' Comprehensive Plan, Adopted May 8, 2003, the Town set forth measurable objectives for the protection and enhancement of critical ecological systems integral to South Florida's and the Town's natural environment, including the maintenance and improvement of Air Quality by increasing tree coverage in the Town and by meeting the standards to become recognized by the National Arbor Day Foundation as a "Tree City USA," and

WHEREAS, In 2007, Southwest Ranches was recognized as a Tree City USA; and

WHEREAS Southwest Ranches has continued to meet all standards and requirements for continuing designation as Tree City USA, and will be recognized in 2026 for its twentieth consecutive year; and

WHEREAS trees reduce the erosion of topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that January 16, 2026 shall be recognized as Arbor Day in the Town of Southwest Ranches. Further the Council urges all citizens to celebrate Southwest Ranches and National Arbor Day, to support efforts to protect our tree resources, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 11th day of December, 2025

Mayor Steve Breitkreuz

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muniz, Town Administrator
FROM: Jeff Katims
DATE: 12/11/2025
SUBJECT: FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS UPDATE

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 Second Reading - TA Approved	12/4/2025	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 20th day of November, 2025 on a motion made by Vice Mayor Jablonski and seconded by Council Member Hartmann.

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

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

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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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	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE
General Fund Total														
Fire Wells Replacement and Installation	70,000	FA	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	200,000									
Public Safety Facility\Emergency Operations Center (EOC)	900,000	GF	-	NF	900,000									
SW Meadows Sanctuary Park PHASE I - Roadway, Parking, and Restroom Facilities	2,141,463	ARPA, GF Tfr, G	-	NF	2,141,463									
Capital Projects Fund Total														
Sunshine Ranches Equestrian Park Playground Rehabilitation	56,250	GF Tfr	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	100,000									
Town Hall Entranceway Modification - Bulletproof Doors	100,000	GF Tfr	-	NF	100,000									
LED Monument Signs	131,440	GF Tfr	-	NF	131,440									
Transportation Fund Total														
Drainage Improvement Projects: Non-Surtax	290,260	GF Tfr	290,260	NF	1,451,300									
Surface and Drainage Ongoing Rehabilitation (TSDOR): Surtax*	500,000	STx	-	NF	500,000									
Dykes Road Turn Lane *	541,320	G, GF Tfr	-	NF	541,320									
Southwest Meadows Sanctuary Water Quality and Drainage Project *	750,000	G, GF Tfr	-	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	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							
		125,000	NF	223,500	NF	689,650	NF
	Frontier Trails Conservation Area					841,500	NF
	Country Estates Park	150,000	NF	175,000	NF	240,000	NF
	Calusa Corners Park	296,000	NF	503,225	NF	195,500	NF
						211,000	NF
						211,000	NF
		\$571,000		\$901,725		\$1,125,150	
						\$1,282,075	
							\$5,202,875

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

The following documents are hereby incorporated by reference:

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.

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

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 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 acres¹. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trials, picnic areas, boat ramps, and play areas.

Schools

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

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

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

relocatables).

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

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

The District Educational Facilities Plan adopted by the Broward County School Board on September 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	-	NF	-	NF	-	NF	-	NF	2,141,463	
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	
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	
												\$571,000	
FY2026 thru FY2030 Not Funded CIPs		\$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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muñiz, Town Administrator
FROM: Jeff Katims
DATE: 12/11/2025
SUBJECT: Zacco/McBride Right-of-Way Vacation

Recommendation

Please refer to the staff report for recommended options.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Karen and Mario Zacco, together with Brad McBride ("Petitioners") request vacation and abandonment of a 40-foot-wide unimproved right-of-way between their two properties ("Properties") at 13100 and 13851 E. Palomino Drive.

Please refer to the staff report for additional information.

Fiscal Impact/Analysis

Not Applicable.

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	11/5/2025	Backup Material
Ordinance First Reading - TA Approved	12/4/2025	Ordinance
Ordinance Exhibit: sketches and legals	10/27/2025	Exhibit
Staff Report - Updated and Approved by KP & JK	12/4/2025	Executive Summary
McBride MIW & Settlement Agreement	10/27/2025	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, VACATING, CLOSING AND ABANDONING PART OF AN UNIMPROVED ROAD RIGHT-OF-WAY BEING A PORTION OF TRACTS 1 AND 32 OF EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF UNIMPROVED SW 139TH AVENUE EXTENDING APPROXIMATELY 280 FEET NORTH OF EAST PALOMINO DRIVE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-34-25)

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 permits and development agreements.
 - b. Comprehensive plan amendments and land development regulation amendments initiated by a private party other than the municipality.
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

Section B

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

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

N/A

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.

N/A

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

N/A

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

N/A

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

N/A

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

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ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, VACATING, CLOSING AND ABANDONING PART OF AN UNIMPROVED ROAD RIGHT-OF-WAY BEING A PORTION OF TRACTS 1 AND 32 OF EVERGLADES SUGAR AND LAND CO. SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 152 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; GENERALLY DESCRIBED AS A PORTION OF UNIMPROVED SW 139TH AVENUE EXTENDING APPROXIMATELY 280 FEET NORTH OF EAST PALOMINO DRIVE; AUTHORIZING THE PREPARATION AND EXECUTION OF EFFECTUATING DOCUMENTS; PROVIDING INSTRUCTIONS TO THE TOWN CLERK; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (APPLICATION NO. VC-34-25)

WHEREAS, Brad McBride, together with Mario and Karon Zacco ("Petitioners"), seek to vacate the 40-foot, unimproved right-of-way described in Exhibit "A" hereto; and

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the subject right-of-way is not used for vehicular access to adjoining properties; and

WHEREAS, the Town Council finds that all properties adjoining the subject easement have alternate means of vehicular access; and

WHEREAS, the application for abandonment is consistent with the adopted Conceptual Greenways Map, as amended on [DATE] **or**

the application for abandonment preserves a 15-foot recreational trail corridor, consistent with the adopted Conceptual Greenways Map; and

WHEREAS, the Town Council finds that the subject right-of-way is not needed for any public purpose, and that the vacation request will not otherwise conflict with the health, safety, and welfare of Town residents.

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

Section 1. Adoption of recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Right-of-way vacation. The Town Council hereby authorizes the vacation and abandonment of right-of-way described in Exhibit "A," which is attached hereto and made a part hereof.

Section 3. Effectuation. The Town Attorney, Town Administrator and Mayor are hereby authorized to prepare and execute any and all documents necessary to effectuate the intent of this Ordinance.

Section 4. Recordation. The Town Clerk is hereby directed to record a copy of this Ordinance in the Public Records of Broward County, Florida.

Section 5. Conflict. All ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

Section 7. Effective date. This Ordinance shall be effective immediately upon its adoption.

[Signatures are on Following Page]

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

PASSED ON SECOND READING this this _____ day of _____, 2025 on a motion made by Council Member _____ and seconded by Council Member _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.095.2025

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SKETCHES AND LEGAL DESCRIPTIONS OF VACATED RIGHT-OF-WAY

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SKETCH AND LEGAL DESCRIPTION

SHEET 1 OF 1

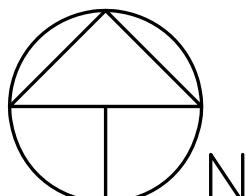
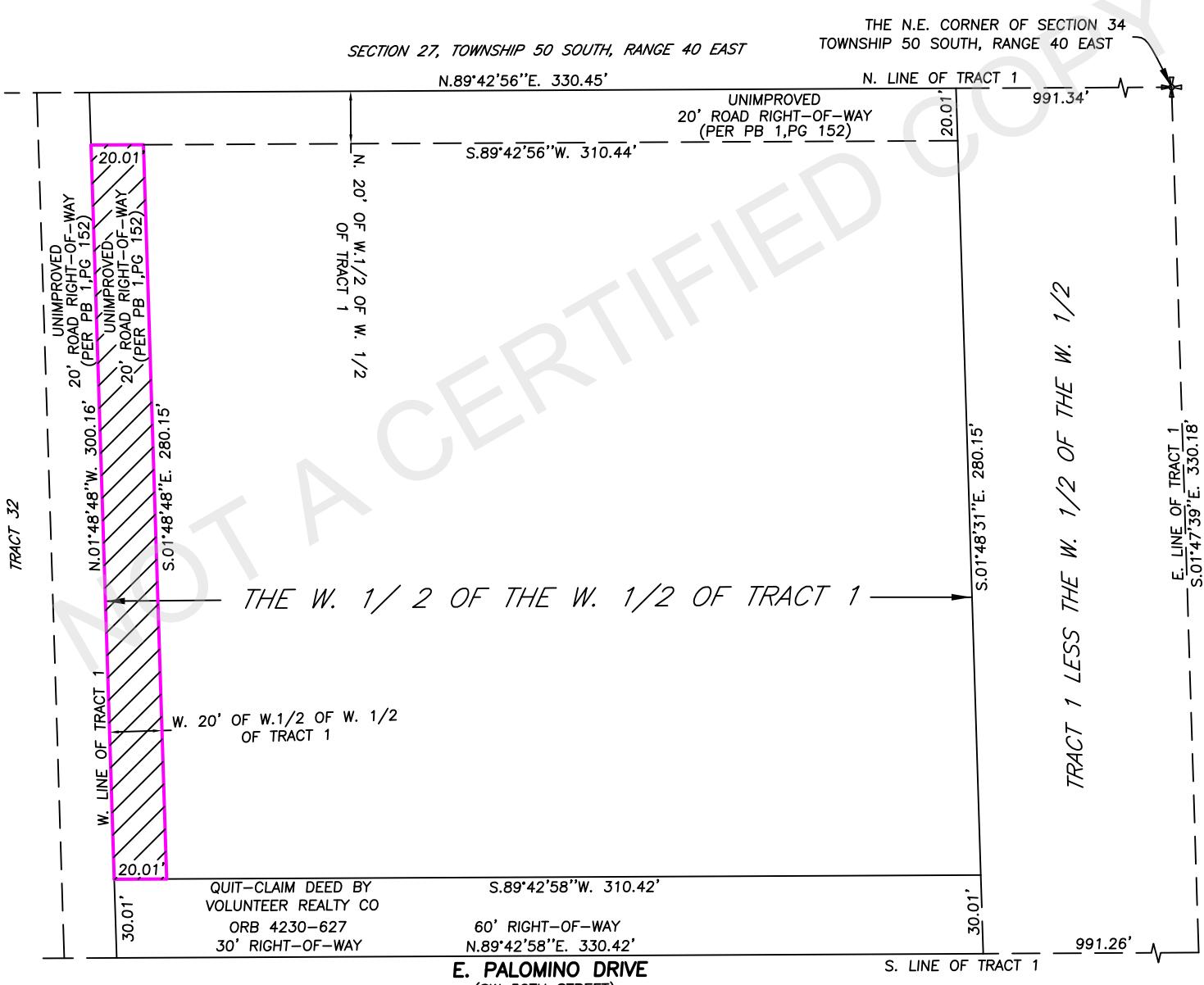
A horizontal scale with numerical labels at 60, 0, 60, 120, and 180. The scale is marked by vertical lines and has a checkerboard pattern of black and white squares. The segments between the first and second '60', and between the second and third '60', are each 60 units long. The segments between the third '60' and the '120', and between the '120' and the '180', are each 60 units long. The segments between the '180' and the end of the scale are each 30 units long.

Scale 1" = 60'

PROJECT# 40486SL2

LEGAL DESCRIPTION (VACATION OF 20' RIGHT-OF-WAY)

THE WEST 20 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF TRACT 1, LESS THE SOUTH 30 FEET AND THE NORTH 20 FEET OF TRACT 1, EVERGLADES SUGAR & LAND COMPANY SUBDIVISION OF SECTION 34, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA. CONTAINING 5603 SQUARE FEET (0.12 ACRES) MORE OR LESS



NOTES

1. BASIS OF BEARINGS ASSUMED.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
3. THE LEGAL DESCRIPTION AND SKETCH DOES NOT CONSTITUTE A LAND SURVEY ATLANTIC COAST SURVEYING, INC.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

Paul J. Stowell
PAUL J STOWELL
PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATION NO. 5241
6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
p.954.587.2100 f.954.587.5418
© 2009 ATLANTIC COAST SURVEYING INC. 5100

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011

DAVIE, FLORIDA 33314

CERTIFICATE OF AUTHORIZATION : LB # 6448

PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10316-24

CLIENT :

KARON ZACCO

LAND DESCRIPTION AND SKETCH

LAND DESCRIPTION: (VACATION OF 20' RIGHT-OF-WAY)

A PORTION OF THE EAST ONE-HALF (1/2) OF THE EAST ONE-HALF (1/2), LESS ROAD RIGHT-OF-WAY, OF TRACT 32 OF "EVERGLADE SUGAR & LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 152, OF THE PUBLIC RECORDS OF MIAMI/DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 32;

THENCE SOUTH 01°48'59" EAST ALONG THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 280.15 FEET;

THENCE SOUTH 89°42'49" WEST ALONG A LINE 30 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 32, A DISTANCE OF 20.01 FEET;

THENCE NORTH 01°48'59" WEST ALONG A LINE 20 FOOT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 280.15 FEET;

THENCE NORTH 89°42'47" EAST ALONG THE NORTH LINE OF SAID TRACT 32, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 5,603 SQUARE FEET MORE OR LESS.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SEC. 34-50-40 AS SHOWN ON "STONER KEITH RE-SURVEY NO. 2", MISC.P.B. 4, PG. 21, B.C.R. SAID LINE BEARS N89°42'47"E.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN AUGUST, 2025. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	08/06/25	----	AM	REC

LAND DESCRIPTION
& SKETCH FOR
VACATION OF
20' RIGHT-OF-WAY

ADDRESS:
13100 E PALOMINO DR.

SCALE: N/A

SHEET 1 OF 2
Page 40 of 93

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011

DAVIE, FLORIDA 33314

CERTIFICATE OF AUTHORIZATION : LB # 6448

PHONE (954)689-7766 EMAIL: OFFICE@CSASURVEY.NET

PROJECT NUMBER : 10316-24

CLIENT :

KARON ZACCO

LAND DESCRIPTION AND SKETCH

20' ROADWAY
(P.B. 1, PG. 152, M/D.C.R.)
(NOT IMPROVED)

N89°42'47"E

NORTH LINE-
SEC. 34-50-40

NORTH LINE-TRACT 32
SEC. 34-50-40

20.01

20.0' 20.0'

POB
NORTHEAST CORNER
TRACT 32
SEC. 34-50-40

A PORTION OF
TRACT 1 SEC. 34-50-40

SOUTH LINE-TRACT 32
SEC. 34-50-40

SW 50TH STREET

(EAST PALOMINO DRIVE)

20.0'

20' ROADWAY
(P.B. 1, PG. 152, M/D.C.R.)
(NOT IMPROVED)

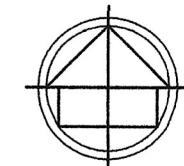
N01°48'59"W 280.15'

S01°48'59"E 280.15'
WEST LINE-TRACT 1 SEC. 34-50-40
EAST LINE-TRACT 32 SEC. 34-50-40

20.0' 20.0'
30.0' 20.01'

A PORTION OF
TRACT 1 SEC. 34-50-40

20' ROADWAY
(P.B. 1, PG. 152, M/D.C.R.)
(NOT IMPROVED)



LEGEND:

CKD	CHECKED BY
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
B.C.R.	BROWARD COUNTY RECORDS

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	00/00/00	---	AM	REC

LAND DESCRIPTION
& SKETCH FOR
VACATION OF
20' RIGHT-OF-WAY

ADDRESS:
13100 E PALOMINO DR.

SCALE: 1" = 50'

SHEET 2 OF 2
Page 41 of 193

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TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT

November 20, 2025

SUBJECT: Application No. VC-34-25 to vacate right-of-way

LOCATION: North side of the 13000 block of E. Palomino Dr.

**OWNERS/
PETITIONERS:** Karen and Mario Zacco
Brad A. McBride Revocable Trust

AGENTS: Alejandro Villarello, Esq. (McBride) and Mathew Scott, Esq. (Zacco)

**LAND USE PLAN
DESIGNATION:** Rural Ranches (1 DU / 2.0 net or 2.5 gross acres)

ZONING: RR – Rural Ranches District (1 DU/ 2.0 net or 2.5 gross acres)

EXHIBITS: Staff report with aerial photographs, Ordinance with sketch and legal descriptions of proposed right-of-way abandonment, letters of no objection, MIW Agreement.

REQUEST

Karen and Mario Zacco, together with Brad McBride ("Petitioners") request vacation and abandonment of an unimproved, platted right-of-way between their two properties ("Properties") at 13100 and 13851 E. Palomino Dr.

BACKGROUND

The subject right-of-way is 40 feet in width and extends 280.15 feet north from E. Palomino Dr. to its intersection with a 20-foot right-of-way that parallels E. Palomino Dr., located behind the Zacco, McBride and other properties that front E. Palomino Dr. Both rights-of-way were created by the Everglades Sugar and Land Co. Subdivision in 1911 and are depicted on the attached exhibits. Both are identified as trail alignments on the Town's Conceptual Greenways Map.

The subject right-of-way (SW 139th Avenue) at one time extended from Stirling to Griffin Roads. The segment north of the subject right-of-way was vacated when the New Testament/Master's Academy parcel was platted. The segment south of the subject right-of-way is a designated trail alignment that connects to Stirling Road.

In 2019, after extensive litigation, Brad McBride entered into a License, Maintenance, Indemnification and Work Agreement ("MIW Agreement") with the Town as a condition of a 2019 settlement agreement, allowing fencing within the subject right-of-way and other rights-of-way abutting the McBride property in accordance with the terms and conditions of the settlement agreement. The then Town Council wanted to maintain the subject right-of-way as a future trail pending the development plan for Master's Academy.

ANALYSIS

Although the right-of-way is designated as a trail, it is not a future roadway alignment, does not provide access to any parcel of land, and there has been no indication of any existing or planned utilities within the subject right-of-way. Letters of no objection have been received from some utilities, and others have not responded to Petitioners' request for objection/no objection letter.

In the MIW Agreement, Brad McBride acknowledges that the subject right-of-way was dedicated to plan for a future east-west roadway/trail and connectivity to Griffin Road, and that this right-of-way should be maintained for the future when the property to the north is developed, and a trail created on its property. The subject right-of-way is a designated trail segment on the Conceptual Greenways Map, connecting the E. Palomino Dr. trail to the parallel trail to its north (see the graphic exhibit to this report).

The subject right-of-way does not serve as the sole connection between the E. Palomino Dr. trail and the planned trails on the property to its north. Those trails can also be accessed via the unimproved extension of SW 136th Avenue to the east, and potentially Hancock Road to the west if a bridge or culvert crossing is provided at the canal.

Sec. 145-030 governs vacation of rights-of-way and establishes the following considerations for the Town Council to make its decision:

- (1) The vacation will not adversely affect access to neighboring properties.
- (2) The subject right-of-way or easement is not needed for any public purpose, and the vacation request will not otherwise be in conflict with the public health, safety and welfare of town residents.

RECOMMENDATION

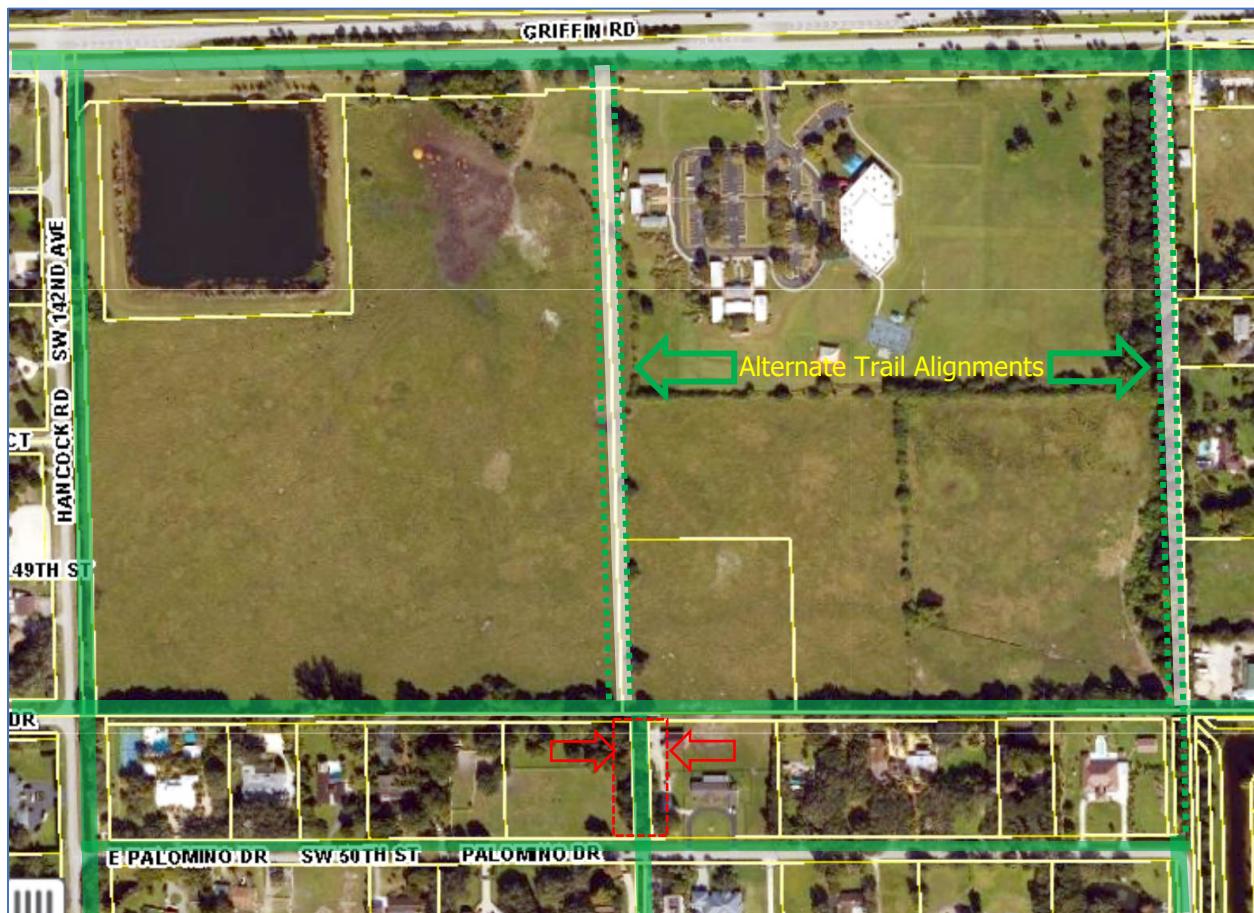
Potential Council actions include the following:

1. Find that the applicant has satisfied Sec 145-030 (1) and (2) and grant the application on first reading and initiate a Comprehensive Plan amendment to remove the subject right-of-way from the Conceptual Greenways Map. The amendment must be adopted prior to second reading of the vacation.

2. Find that the applicant has satisfied Sec 145-030 (1) and (2) and partially grant the application by vacating 25 feet of the subject right-of-way while retaining 15 feet for the trail. Each Property would receive 12.5 feet from the vacation. Petitioners, their successors and assigns shall be responsible for opening and maintaining the trail in perpetuity.
3. Find that the applicant has satisfied Sec 145-030 (1) and (2) and grant the application by vacating the entire 40 feet but require that Petitioners grant the Town a 15-foot trail easement. Prior to second reading, Petitioners shall provide an executed recreational trail easement that indemnifies the Town and provides for their perpetual maintenance of the trail. The easement shall be in a form acceptable to the Town Attorney.
4. Find that the applicant has failed to satisfy Sec 145-030 (1) and (2) and deny the application.

AREA MAP

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- Established trail alignments
- Potential trail alignments

DETAIL MAP



Prepared by and return to:
Lee Ann Tranford, Attorney at Law
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, FL 33301

Property ID: 5040-34-01-0013

License, Maintenance, Indemnification and Work Agreement

THIS LICENSE, MAINTENANCE, INDEMNIFICATION AND WORK AGREEMENT, ("Agreement") is made and entered into this 3rd day of ~~July~~, 2019, by and between **Brad McBride and Michele McBride, husband and wife**, ("Owner") whose address is 13851 East Palomino Drive, Southwest Ranches, Florida 33330, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida ("Town").

WITNESSETH:

WHEREAS, Owner owns, in fee simple, the tract of real estate situated in the Town of Southwest Ranches, Florida, described as:

The West ½ of the West ½ of Tract 1, EVERGLADES SUGAR & LAND COMPANY SUBDIVISION of Section 34, Township 50 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 1, Page 152, of the Public Records of Miami-Dade County, Florida, excepting therefrom the West 20 feet for road right-of-way and the South 30 feet for road right-of-way; said lands situate, lying and being in Broward County, Florida, hereinafter referred to as "Owner Tract;" and

said lands situate, lying and being in Broward County, Florida, hereinafter referred to as "Owner Tract;" and

WHEREAS, Town owns, in fee simple, the tracts of real estate adjacent to and abutting the Owner Tract. These tracts include an unimproved right of way approximately ~~35~~ feet wide, from the edge of pavement, adjacent to Owner's south property line, an unimproved right of way approximately 40 feet wide adjacent to Owner's west property line, and an unimproved right of way approximately 20 feet wide adjacent to Owner's north property line; and

WHEREAS, Owner, confirms that the Town's right of way, adjacent to its southern property line, was dedicated to Broward County as a condition precedent to constructing its home; and

WHEREAS, Owner confirms that the Town's right of way, adjacent to its southern property line, was established to create a trail and to provide the necessary clear zone along SW 49th Street (Palomino Drive), that such right of way has been properly transferred to the Town as

indicated by the Broward County Property Appraiser, and that Owner has not paid any ad valorem taxes for that right of way; and

WHEREAS, Owner confirms that the Town's right of way, adjacent to its western and northern property lines were dedicated to plan for a future east west roadway/trail and connectivity to Griffin Road; and

WHEREAS, until the property owner to the north's right of way has been dedicated, the Town has no current plans to develop an east west roadway/trail, or a connection to Griffin Road, but Owner agrees that this right of way should be maintained for the future; and

WHEREAS, as it relates to Owner's southern, northern, and western fence and structures, the Town has agreed to grant Owner a license to allow Owner to keep them within its current location, in accordance with the terms and conditions of the Settlement Agreement, attached hereto as Exhibit "A", and in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Town hereby grants Owner a temporary license to maintain its southern fence and structures in accordance with the terms and conditions contained with the Settlement Agreement, attached hereto as Exhibit "A".

3. Town grants Owner a temporary license to utilize the Town's right of way adjacent to Owner's western property line, for passive recreational purposes, and to maintain the Town's right of way until such time that it is needed by the Town, in accordance with the terms and conditions contained with the Settlement Agreement, attached hereto as Exhibit "A".

4. Owner agrees to pay all costs and expenses of maintaining its fences and the Town's right of way in good condition and repair.

5. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the Town Tract or to any workmen employed with respect to repair or maintenance under this Agreement, as well as any liability for damage to the Town Tract by any person or workman, as a result of or arising out of or under this Agreement, or in any way connected with the use of the Town Tract, shall be borne solely by the Owner and Owner agrees to indemnify, defend, protect same and hold Town harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which Town would be required to reply and/or defend.

6. Owner also agrees to indemnify Town against all liability for injury or damage to the Town Tract when such injury or damage shall result from, arise out of, or be attributable to the negligence, gross negligence, or intentional action of the Town including but not limited to a Town entity, contractee or assignee.

7. **Insurance:** Owner shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, of at least \$500,000, which shall name the Town as an additional insured.

7.1 This insurance requirement shall not relieve or limit the liability of Owner. Town does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Owner's interests or liabilities but are merely minimum requirements established by the Town's Administrator. Town reserves the right to require any other insurance coverage that Town deems necessary depending upon the risk of loss and exposure to liability.

7.2 All required insurance policies shall preclude any 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.

7.3 Owner shall ensure that any company issuing insurance to cover 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.

7.4 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. Town shall provide written notice of occurrence within thirty (30) working days of Town's actual notice of such an event.

7.5 The Owner shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by Town.

7.6 Violation of the terms of this section shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

8. Owner warrants and represents that Owner has good and marketable fee simple title to the Owner Tract, and has the authority to enter into this Agreement.

9. Either party may enforce this instrument by appropriate action in the courts of Broward County, Florida, and the prevailing party in any such action shall be entitled to attorneys' fees and costs in all levels of trial.

10. This Agreement shall be given a reasonable construction.

11. Notwithstanding anything to the contrary herein contained, the Town may terminate this Agreement, for any reason, by providing the Owner thirty (30) day written notice setting forth the date of such termination. In the event of such termination, Owner shall immediately remove its encroachment and return the Town's property to its original condition, at Owner's sole cost and expense.

12. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners or lessees of the Owner Tract, (or any portion thereof), their successors and assigns.

13. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof.

14. This Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

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SIGNATURES ON FOLLOWING PAGES

OWNER SIGNATURE PAGE

WITNESSES:

Susan K.E. Becker

Susan K.E. Becker

Print name of witness

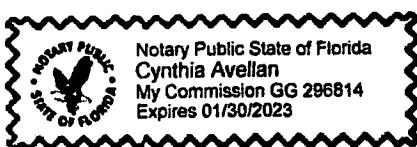
Jodi Harris

Print name of witness

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 3 day of July,
2019, by Brad and Michelle McBride, who are personally known to me, or produced
as identification, and they did/did not take an oath.

My Commission Expires:



OWNER:

Brad A. McBride

Brad McBride

Michelle McBride

Michelle McBride

Cynthia Avellan

Notary Public

Cynthia Avellan

Printed name of Notary

BAM

TOWN SIGNATURE PAGE

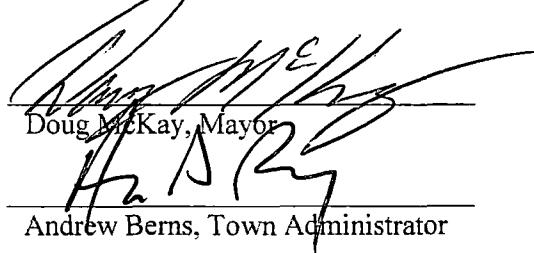
ATTEST:


Russell Muñiz, MBA, MPA, MMC

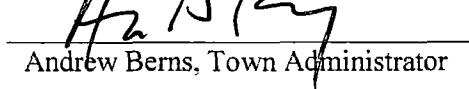
Town Clerk

TOWN OF SOUTHWEST RANCHES

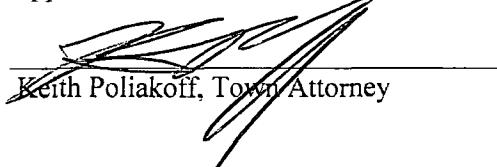
By:


Doug McKay, Mayor

By:


Andrew Berns, Town Administrator

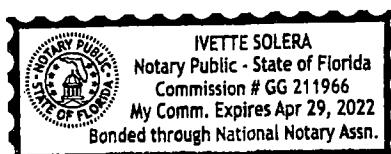
Approved as to Form and Correctness


Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 27th day of June, 2019,
by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest
Ranches, who are personally known to me, or produced _____ as
identification, and he/she did/did not take an oath.

My Commission Expires:




Notary Public


Ivette Solera

Printed name of Notary

Exhibit A

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: CACE 1802148 (04)

BRAD & MICHELE MCBRIDE
Plaintiffs,

v.

TOWN OF SOUTHWEST RANCHES,
a municipal corporation

Defendant.

SETTLEMENT AGREEMENT

The Plaintiffs, Brad & Michele McBride ("McBride"), and Defendant, Town of Southwest Ranches, Florida ("Town"), (collectively referred to as the "Parties"), set forth their mutual agreement to settle all claims that are or could have been asserted in this matter, and state as follows:

1. McBride owns the property located at 13851 Palomino Drive in the Town of Southwest Ranches, Florida, containing property folio number 504034010642 (the "Property").
2. Following the damage caused by Hurricane Irma, the McBride's commenced the reconstruction of its south property line fence without a permit.
3. After receiving a citation from the Town's Code Enforcement Department, on or about October 31, 2017, McBride applied for a fence permit.
4. As part of the permit process, McBride submitted a survey to the Town, which showed that the proposed location of their fence was in the Town's right-of-way. Accordingly, the Town denied the permit.

35549249.1

5. Based upon the Town's denial of the permit, the McBride's filed litigation against the Town.

6. The Parties agree to resolve all of their dispute as follows:

a. McBride shall immediately dismiss with prejudice Case No. CACE 18-021480 (04), and dismiss with prejudice the Petition for Writ of Mandamus, Appeal Case No. CACE 19-011582 (AW). The McBride property and its legal boundaries shall be defined as delineated in the Survey attached as Exhibit "A."

b. The Town shall dismiss with prejudice Case No. CACE 19-004235 (02).

c. As it relates to McBride's south property line parallel with Palomino Drive, McBride shall erect its new southwest fence, with proper permits, at least eighteen (18) feet from the edge of pavement (from where the grass begins). In the event the southwest structures, including entrance column, need to be replaced or repaired by fifty percent (50%) or more, the southwest structures, including entrance column, shall be reinstalled in alignment with the fence located on the property directly to the west (Folio No. 504034010320).

d. As it relates to McBride's south property line parallel with Palomino Drive, McBride shall erect its new south center fence, with proper permits, at least eighteen (18) feet from the edge of pavement (from where the grass begins). In the event the south center fence needs to be replaced or repaired by fifty percent (50%) or more, the fence shall be reinstalled in alignment with the fence located on the property to the west (Folio No. 504034010320).

e. As it relates to McBride's south property line parallel with Palomino Drive, McBride's southeast fence and entrance column that were previously erected without a permit may remain in their present location until such time as fifty percent (50%) or more needs to be repaired or replaced. In the event the southeast structures, including entrance column, need to be replaced or

repaired by fifty percent (50%) or more, the southeast structures, including entrance column, shall be reinstalled in alignment with the fence located on the property to the west (Folio No. 504034010320).

f. As it relates to McBride's northern and western property lines, McBride may obtain a permit to install, repair, or replace those fences in accordance with section (h) below.

g. McBride will enter into the Town's standard Maintenance, Indemnification, and Work Agreement ("MIW"), as attached hereto as Exhibit "B" relating to:

1. South Property Line.
2. West Property Line.
3. North Property line.

h. The Town shall agree to vest the existing red barn, as shown on the attached survey (Exhibit "A"), in accordance with the Town's Code through 2035, or as the Town's Code may be amended from time to time, thereafter it shall be demolished and placed in accordance with the Town's Code requirements.

i. In the event that the barn is destroyed or needs major repairs (beyond 50% of its current value) prior to 2035, it must be reconstructed, with proper permits, in accordance with the Town's Code.

j. McBride will submit proper permit plans to reconstruct its southwest property line fence within forty-five (45) days from execution of this Settlement Agreement, and shall complete its construction within a reasonable amount of time thereafter.

7. The Parties agree and understand that this settlement is based and contingent upon the foregoing terms.

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8. This Settlement Agreement shall constitute a final resolution of all claims which were or could have been asserted by either party in the above-styled civil actions, and shall be binding on the Parties, their employees, representatives, successors, heirs and assigns. Subject to the terms and obligations contained in this Settlement Agreement, the aforementioned actions are dismissed with prejudice, with the Courts only retaining jurisdiction to enforce the terms and conditions of and compliance with this Settlement Agreement.

9. Each party shall bear its own fees and costs.

The above-named Parties consent to the terms and conditions of this Settlement Agreement as set forth above and consent to the entry of Orders Approving Settlement Agreement.

BRAD & MICHELLE McBRIDE

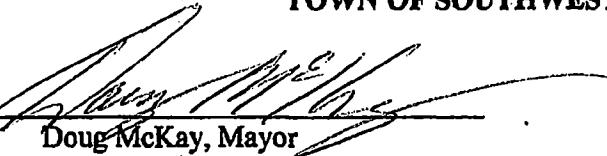
By: Brad A. McBride
Brad McBride

By: Michelle McBride
Michelle McBride

By: Raul Gastesi
Raul Gastesi, Esq.
Counsel for Brad & Michelle McBride

TOWN OF SOUTHWEST RANCHES

By:


Doug McKay, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of the
Town of Southwest Ranches, Florida only:

By:


Keith M. Poliakoff, Esq.
Town Attorney



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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/11/2025
SUBJECT: Pembroke Pines Water and Sewer Agreement for Town-Owned Property near Sheridan Street and SW 202 Avenue

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches (“Owner”) is the owner of a property lying within the Town of Southwest Ranches with Folio Numbers 513902040490, 513902040500, and 513902040510. The Owner is desirous of obtaining water and sewer services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Pembroke Pines, 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 Pembroke Pines providing water and sewer services to Folio Numbers 513902040490, 513902040500, and 513902040510,

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 Pembroke Pines, 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
CCA Site Water Resolution - TA Approved	11/26/2025	Resolution
Water Agreement - Exhibit "A"	12/2/2025	Agreement

RESOLUTION NO.

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 THE TOWN'S FORMER CCA PROPERTY CONTAINING BROWARD COUNTY PROPERTY APPRAISER FOLIO NUMBERS 513902040490, 513902040500, AND 513902040510, 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, the Town of Southwest Ranches ("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 and sewer services for the property, however, water services are not available from the Town of Southwest Ranches; and

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

WHEREAS, the Owner is desirous of obtaining water and sewer services from the City of Pembroke Pines, 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 Pembroke Pines, 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 Pembroke Pines providing water and sewer services to the Town's former CCA property containing Broward County Property Appraiser folio numbers 513902040490, 513902040500, and 513902040510, 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 _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.101.2025

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POTABLE WATER AND WASTEWATER
SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2025, by and between the **City of Pembroke Pines**, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as the "CITY"), and the **Town of Southwest Ranches**, a municipal corporation of the State of Florida, with a business address of 13400 Griffin Road, Southwest Ranches, Florida 33330 ("CUSTOMER"). CITY and CUSTOMER may hereinafter be collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, CITY is the owner and operator of a water treatment plant and sewage treatment plant, together with water distribution and sewage collection facilities known as the Pembroke Pines water and sewer system; and

WHEREAS, CUSTOMER owns and controls certain real property in Broward County, Florida, as shown and described in **Exhibit "A"** attached hereto and made a part of hereof (the "PROPERTY"); and

WHEREAS, the PROPERTY is located in the Town of Southwest Ranches and not within the municipal boundaries of the CITY; and

WHEREAS, the CUSTOMER desires to procure water or sewage disposal service or both from CITY for the PROPERTY for a new industrial development which will be owned by a third party; and

WHEREAS, Section 50.1 through 50.4 of the CITY's Code of Ordinances authorizes the CITY to provide water distribution service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; and

WHEREAS, Section 180.19, F.S., authorizes a municipality to provide water and/or wastewater 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 set forth in a written agreement; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the furnishing of said water and sewer services for the PROPERTY; and

WHEREAS, the CITY Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by Resolution 2025-_____, (attached as *Exhibit A*) passed and adopted at a regular City Commission meeting on _____, 2025; and

WHEREAS, the CUSTOMER Council has approved this Agreement and has authorized the proper CUSTOMER officials to execute this Agreement by Resolution _____ (attached as *Exhibit B*) passed at a regular Council meeting on _____, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CITY and the CUSTOMER, as the owner of the PROPERTY, and for other good and valuable considerations, these Parties covenant and agree with each other as follows:

PREAMBLE

The WHEREAS clauses set forth above are incorporated herein by reference and made a specific part of this Agreement.

All exhibits referenced herein are hereby incorporated into this Agreement.

ARTICLE 1 **DEFINITIONS**

1.1. Capitalized terms used and not otherwise defined herein that are defined in CITY Code of Ordinances §50.01, [et. seq.] shall have the meanings assigned to such terms in the CITY Code, as may be amended from time to time.

1.2. The term EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is defined for nonresidential / commercial customers in Chapter 50 of the CITY's Code and as may be amended from time to time.

1.3 The term CITY COMMISSION shall refer to the Pembroke Pines City Commission.

ARTICLE 2 **SCOPE OF DEMAND**

2.1 **Water Consumption**. Beginning on the _____ day of _____, 2025, the CITY agrees to make available to the CUSTOMER an **average** monthly total volume of water not to exceed **Thirty-Seven Thousand (37,000) gallons per day** at the PROPERTY which shall be considered to be met if such water usage on a monthly basis does not exceed 37,000 gallons multiplied by the number of days in the month (the "Monthly Water Consumption"), provided that all obligations belonging to the CUSTOMER, whether monetary or otherwise, set forth in this Agreement, have been satisfied or are being resolved in accordance with this Agreement.

2.2 **Sewer Discharge**. CUSTOMER agrees that the wastewater discharged from the PROPERTY shall not exceed an average monthly total volume of wastewater not to exceed **Thirty-Seven Thousand (37,000) gallons per day** which shall be considered to be met if such wastewater discharge on a monthly basis does not exceed 37,000 gallons per day multiplied by the number of days in the month (the "Monthly Flow Demand"). Should the CUSTOMER's water use exceed the Monthly Flow Demand by more than 25% over a 6-month period, amendment to this Agreement shall be required to increase the Monthly Flow Demand.

2.4 Notwithstanding the obligation for the CITY to provide water to the CUSTOMER which shall meet minimum regulatory standards imposed upon the CITY by applicable Federal, State or County rules, regulations and policies, no further guarantee is expressed or implied as to the total quality of water and wastewater services that may be provided by the CITY to the CUSTOMER

pursuant to the terms of this Agreement except that such water and sewer service shall be equal in quality to the quality provided to other users to the CITY's water and sewer system. It is agreed that the CITY shall have no liability in the event there is a reduction, impairment or termination in service to be provided to the PROPERTY pursuant to this Agreement due to any prohibitions, restrictions, limitations or requirements imposed on the CITY by directives issued by county regional, State or Federal agencies having jurisdiction over such matters.

2.5 Notwithstanding the obligations more particularly described in Resolution #2025-_____, the CITY agrees to provide, and the CUSTOMER agrees to receive from the CITY, potable water and sanitary sewer services for the PROPERTY, subject to the conditions and limitations set forth in this Agreement and as approved by the City Commission.

ARTICLE 3 **TERM & TERMINATION**

3.1 **Term of Agreement.** Unless sooner terminated by mutual agreement or as set forth herein, the term of this Agreement shall be for an initial term of **fifteen (15) years** from the date of execution of this Agreement. This Agreement shall be renewed for one (1) additional 15-year term subject to a written notice of renewal issued by the City Manager, which renewal shall be approved by the City Manager provided that the CUSTOMER has not engaged in willful, chronic and ongoing breaches of this Agreement.

3.2 **Termination for Cause.** In addition to and notwithstanding any other provisions of this Agreement, the CITY may terminate this Agreement for cause, including for non-payment and failure to comply with the requirements of this Agreement upon providing sixty (60) days written notice to CUSTOMER of the lack of compliance and the opportunity to cure, provided however that where compliance is not possible in sixty (60) days which shall be reasonably determined by the CITY, the CITY will not terminate the Agreement if CUSTOMER has, within said period, undertaken sufficient steps to come into compliance within a reasonable time. The CITY may apply the CUSTOMER's security deposit to any outstanding amount due, and CUSTOMER shall not receive any further refund of the fees, costs, and expenses already paid to CITY pursuant to the terms of this Agreement.

Both Parties agree and acknowledge that the provision of potable water and sewer service to the PROPERTY is vital and beneficial to the CUSTOMER, thus, termination by the CITY will not be exercised lightly.

ARTICLE 4 **OBLIGATIONS RELATING TO POTABLE WATER SERVICES**

4.1 **Water Connection Charge.** The CITY agrees to provide, and the CUSTOMER agrees to receive from the CITY, potable water services for the PROPERTY, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided to CUSTOMER after payment of the Water Connection Charge as required by CITY Code of Ordinances §50.32, as may be amended from time to time.

4.1.1 For the purpose of this Agreement, an **Equivalent Residential Connection (“ERC”)** is measured at three hundred (300) gallons per day, in accordance with CITY Code

of Ordinances §50.01.

4.1.2 **Water Connection Charge** The CUSTOMER agrees to pay the CITY a Water Connection Charge in an amount equal to the charge in effect at the time that the CUSTOMER pays the Connection Charge, which Connection Charge shall be paid to the CITY prior to CUSTOMER's receipt of a Certificate of Occupancy for the PROPERTY.

By way of example, the charge in effect at the time of this Agreement is calculated as follows:

34,812 gallons per day ÷ 300 gallons per day (1 ERC) = 116.04 ERCs

116.04 ERCs x \$3,593.65 (water connection fee effective 10/01/2025) = \$417.007.14. If there are more than 20 fixtures, an additional \$179.67 shall be charged.

4.2 **Minimum Monthly Water Service Charge**. The monthly water service charge shall be based on CITY Code §50.34 and the rate structure in effect at the time the water meter is requested, plus a twenty-five percent (25%) surcharge for accounts outside the CITY limits (the "Surcharge") pursuant to §180.191, F.S., as may be amended from time to time, but in no event shall the Surcharge be less than twenty-five percent (25%) during the term of this Agreement:

4.3 **Water Construction Charge**. See Section 6.4 of this Agreement herein below (if applicable).

4.4 **Water Tapping Charge**. The Water Tapping Charge as described in CITY Code §50.32, as may be amended from time to time, is not applicable to the PROPERTY.

4.5 **Water Meter Charge**. The CUSTOMER's water meter charge is hereby waived. In accordance with §50.32 of the CITY Code, as may be amended from time to time, the CUSTOMER shall be responsible for purchasing a Neptune Ultrasonic water meter for use at the PROPERTY and all related fees, costs, and expenses associated with such purchase, CUSTOMER shall design the meter in accordance with the CITY's requirements.

4.6 **Water Security Deposit**. Pursuant to CITY Code §50.33, as may be amended from time to time, the CUSTOMER shall be responsible for all fees, costs, and expenses associated with the Water Service Security Deposit described herein below, which shall be paid by CUSTOMER prior to issuance of a Certificate of Occupancy by CUSTOMER for the use of the PROPERTY.

4.7 **Security Deposit**. CUSTOMER agrees to pay the CITY a Water Security Deposit in accordance with CITY Code §50.33.

4.8 In consideration of CITY's agreement to provide potable water service to the PROPERTY, the CUSTOMER further agrees to the following:

4.8.1 In the event of a water shortage as declared by the CITY or the South Florida Water

Management District, regardless of the permitted use of the PROPERTY, it shall be unlawful for the CUSTOMER to fail to comply with the curtailments or restrictions promulgated by the CITY or District.

4.8.2 Nothing contained in this Agreement shall be construed as a guarantee, expressed, or implied, that the CITY shall provide any specific pressure of water to CUSTOMER.

ARTICLE 5 **OBLIGATIONS RELATING TO WASTEWATER SERVICES**

5.1 **Pretreatment Process**. The CITY sewer system is designed and constructed primarily for collection and transmission of sanitary sewage. Therefore, if the PROPERTY is anticipated to generate liquid wastes which can be expected to have, prior to any pretreatment, one or more characteristics exceeding the limits listed in Section 50.01 of the CITY's Code of Ordinances, then in that event, the CUSTOMER shall be required to comply with the provisions of Section 50.57 of the CITY's Code of Ordinances related to pretreatment of liquid waste.

5.1.1. More specifically, the CUSTOMER shall provide CITY with a pre-treatment process plan signed and sealed by a Florida Registered Engineer ("Engineer of Record"). The pre-treatment process plan shall include waste characteristics prior to pretreatment, a description of the proposed pretreatment methods and a description of the sewage characteristics proposed for discharge into the CITY sewer system. The pre-treatment system shall be sized to accommodate only the PROPERTY. The CUSTOMER shall apply for and obtain a wastewater discharge permit from the authority having jurisdiction for the discharge of its wastewater to the CITY sewer system prior to issuance of CUSTOMER's Certificate of Occupancy for the PROPERTY. During such time, the CUSTOMER shall apply for and obtain a wastewater pre-treatment system permit from the authority having jurisdiction for the discharge of its wastewater to the CITY sewer system. Prior to commissioning of said pre-treatment system, the CUSTOMER shall provide a certification from the same Engineer of Record that the pre-treatment system has been constructed in substantial conformance with the pre-treatment process plan and is ready for operation. All of the above shall be as required by CITY Code §50.57, as may be amended from time to time.

5.2 **Sewer Connection Charge**. The CITY agrees to provide, and CUSTOMER agrees to receive from the CITY, wastewater services, subject to the conditions and limitations set forth herein; provided, however, that such services shall only be provided after payment of the Sewer Connection Charge for CUSTOMER's proposed use pursuant to the CITY Code §50.52, as may be amended from time to time.

5.2.1 **Sewer Connection Charge**. The CUSTOMER agrees to pay the CITY a Sewer Connection Charge in an amount equal to the charge in effect at the time that the CUSTOMER pays the Connection Charge, which shall be paid to the CITY prior to CUSTOMER's issuance of a Certificate of Occupancy for the PROPERTY.

By way of example, the charge in effect at the time of this Agreement is calculated as follows:

34,812 gallons per day ÷ 300 gallons per day (1 ERC) = 116.04 ERCs.

116.04 ERCs x \$4287.18 (single family west sewer connection fee effective

10/01/2021) = \$497,484.36. If there are more than 20 fixtures, an additional \$204.37 shall be charged.

5.3 **Monthly Sewer Service Charge.** Pursuant to CITY Code §50.54, in effect at the time of execution of the Agreement, the monthly sewer service charge shall be based on the then existing rate structure plus a twenty-five percent (25%) surcharge for accounts outside the CITY limits pursuant to §180.191, F.S., as may be amended from time to time.

By way of example, the charge in effect at the time of this Agreement is calculated as follows:

\$459.30 (for first 50,000 gallons) x 1.25 (25% surcharge) = \$574.13 per month; and

\$10.71 (per thousand gallons over 50,000 gallons x 1.25 (25% surcharge) = \$TBD

The Monthly Sewer Charge charges shall be based upon readings of the water meter or an authorized sewer meter and CITY Code §5054. Additionally, CUSTOMER understands and accepts that service rates referenced herein are subject to change in October of each year or upon Commission approval of such rate changes).

5.4 **Sewer Construction Charge.** See Section 6.4 of this Agreement herein below.

5.5 **Sewer Tapping Charge.** The Sewer Tapping Charge as described in CITY Code §50.53, as may be amended from time to time is not applicable to the PROPERTY

5.6 **Sewer Security Deposit.** Pursuant to CITY Code §50.53, as may be amended from time to time, the CUSTOMER shall be responsible for the Sewer Security Deposit as calculated at the time a water sewer application is submitted which shall be paid by CUSTOMER prior to issuance of a Certificate of Occupancy for the PROPERTY.

5.7 **Excess Pollutants Surcharge.** Pursuant to CITY Code §50.54 CUSTOMER shall be responsible for the payment of costs associated with an excess pollutant surcharge if the CUSTOMER's sewage contains either more than three hundred (300) parts per million ("ppm") of Biochemical Oxygen Demand or more than three hundred (300) ppm of suspended solids, if applicable. The CITY shall provide written notice to the CUSTOMER of the applicable Excess Pollutant Surcharge within fifteen (15) business days of issuance of CUSTOMER's issuance of a Certificate of Occupancy for the PROPERTY.

5.7.1 It shall be unlawful and prohibited to discharge the substances or substance concentrations greater than the maximums more particularly identified in the CITY Code §50.55, as may be amended from time to time. Should discharges by CUSTOMER exceed the maximum amounts provided for in CITY Code §50.55, CUSTOMER shall be responsible for payment of excess pollutant surcharges as may be applicable.

ARTICLE 6 **OBLIGATIONS RELATIVE TO BOTH WATER AND WASTEWATER SERVICES**

6.1 **Reporting.** CUSTOMER shall provide CITY with water consumption and wastewater quality monitoring report at the end of each six-month period during the term of this Agreement to summarize the water use and the quality of the wastewater discharged from the PROPERTY during the reporting quarter.

6.2 **Consumer Price Index.** Pursuant to CITY Code §§50.34 and 50.54, as may be amended from time to time, the CUSTOMER shall be responsible for all fees, costs, and expenses associated with Monthly Water and Sewer Service Charges billed pursuant to the rate structure described herein and more particularly described in CITY Ordinance 1852, as may be amended from time to time. The negotiated rates for services may be adjusted in October of each year no more than an amount equal to the increase in the “Consumer Price Index” or “CPI”, for *Consumer Price Index – All Urban Consumers for the area of Miami-Fort Lauderdale-West Palm Beach* designated for the month of October for the current year, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The monthly service charges described herein shall be subject to an annual CPI increase for each year of any renewal term.

6.3 The negotiated fees, costs, and expenses described in this Agreement are subject to change based on any subsequent action by the CITY Commission amending the rates and fees set forth and more particularly described in Chapter 50 of the CITY Code, as may be amended from time to time.

6.4 **Extension & Modification of Existing Facilities.** CUSTOMER shall be responsible for all fees, costs, and expenses, including study, design, and engineering costs, associated with any new construction, necessary modifications, and any extensions to CITY’s existing water and wastewater facilities and related equipment, as may be required to accommodate CUSTOMER’s use of CITY’s services. As required by CITY Code §50.03 and as may be amended from time to time, the Parties shall enter into a Developer’s Agreement in order to accomplish any new construction, modifications, and extensions to CITY’s water and wastewater system which may be determined necessary to accommodate CUSTOMER’s use of City’s services in the CITY’s sole discretion.

6.5 The CITY shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures, or equipment on the PROPERTY, downstream from the water meter and upstream of the sewer lateral connection to the CITY’s main sewer line. The CUSTOMER shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the PROPERTY and upstream of the sewer connection in good working order and condition.

ARTICLE 7 **HOLD HARMLESS AND INDEMNIFICATION**

7.1 To the extent provided by law, the CUSTOMER shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from third-party liability or claims, including reasonable attorneys’ fees and costs of defense, which the CITY may incur as a result of performance or CUSTOMER’s breach of the terms and conditions of this Agreement to the extent such liability or claims do not arise from the CITY’s negligence or wrongful act or omission. The CUSTOMER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may issue thereon.

7.2 The Parties acknowledge and agree that the CITY shall have no liability in the event there is a reduction, impairment or termination in water service to be provided under this agreement due to any prohibitions, restrictions, limitations, or requirements imposed on the CITY or by county, regional, state, or federal agencies or other agencies having jurisdiction over such matters. Also, the

CITY shall have no liability in the event there is a reduction, impairment, or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, pandemic, epidemic, fire, earthquakes, other causalities, or other circumstances beyond the CITY's reasonable control.

7.3 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 this Article shall survive indefinitely.

7.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CUSTOMER.

7.5 Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8 **PERFORMANCE DURING DISPUTE AND DEFAULT**

8.1 In the event of breach of this Agreement by the CUSTOMER, CITY agrees that it will not immediately discontinue water and wastewater service for the PROPERTY, provided that all payments for service and conditions precedent required hereunder are satisfied by the CUSTOMER, except as stated in Section 3.6 of this Agreement. In the event the CUSTOMER disputes amount payable for service pursuant to this Agreement, the CUSTOMER shall continue to make such payments, but may make such payments under protest.

8.2 Any dispute regarding the application or enforcement of this Agreement will be first communicated jointly to the CITY Utility Director and City Manager. These individuals shall meet with the CUSTOMER in an attempt to resolve any dispute prior to any further enforcement action. The CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the CUSTOMER to perform in accordance with the requirements of this Agreement and any attorney fees incurred related to any claim or cause of action arising out of Agreement.

8.3 **Default of Agreement.** The occurrence of any one or more of the events described herein below shall constitute a default and breach of this Agreement by the CUSTOMER for which the CITY may terminate this Agreement for cause upon providing notice as described below, or upon providing sixty (60) business days written notice of termination to the CUSTOMER in accordance with the procedures in Section 3.2 above. In the event of CUSTOMER's default, CITY shall be paid for services rendered until the termination date. The CITY shall not be responsible for reimbursement of any fees, costs, and expenses incurred by the CUSTOMER prior to any termination to this section. Upon termination of this Agreement for any reason, any capacity of water mentioned herein or allocated to the PROPERTY shall revert to the CITY and the CITY, in its sole and absolute discretion, shall have the right to use said capacity as it deems appropriate.

8.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Utility Director relative thereto, where such failure shall continue for a period of fourteen (14) business days and after written notice thereof by the CITY is provided to the CUSTOMER; provided, however, that if the nature of the CUSTOMER's default is such that

more than fourteen (14) business days are reasonably required for its cure, then the CUSTOMER shall not be deemed to be in default if the CUSTOMER advises the CITY of its intent to undertake a cure of the matter and commences such cure within said fourteen (14) business days period and thereafter diligently prosecutes such cure to completion.

8.3.2 The assignment and/or transfer of this Agreement and any of the rights described herein or execution or attachment thereon by the CUSTOMER or any other party in a manner not expressly permitted hereunder in Article 9 below.

8.3. To the extent permitted by applicable law, if the CUSTOMER is adjudicated bankrupt, either voluntarily or involuntarily the Agreement shall terminate effective on the date and at the time an order for relief is entered by the Bankruptcy Court. This provision shall not be interpreted as a waiver by CUSTOMER of any rights it would be entitled to request in a bankruptcy proceeding.

ARTICLE 9

Transferability; Assignment

9.1 This Agreement, and the interests herein, may be assigned to a future owner of the PROPERTY, and such assignee shall enjoy and be subject to all of the rights and obligations of the CUSTOMER as set forth herein. Before such assignment becomes effective the assignee shall provide the City Manager, in a form acceptable to the City Attorney, with assignee's agreement in recordable form, to be subject to the terms and conditions of this Agreement including but not limited to assignee's acknowledgment and agreement that the PROPERTY is subject to the restrictions in Section 10.7 below ("Assignee Acknowledgement") and, upon approval the CITY Commission, which consent and approval shall not be unreasonably withheld, acknowledging that the PROPERTY is unable to be used without water and sewer service to the PROPERTY. The Assignee Acknowledgement shall also provide the contact information for providing notice to the assignee in accordance with Section 11.8 below.

ARTICLE 10

FURTHER MUTUAL COVENANTS AND COMMITMENTS

10.1. **Wells Prohibited Except for Irrigation.** CUSTOMER's successors and assigns, and the owners and occupants of buildings on PROPERTY shall not install or maintain any water wells except for irrigation purposes. Further, in accordance with City Code of Ordinances, Section 50.35, the use of city potable water for any type of irrigation, excepting hand watering, is prohibited. These wells shall not be connected to any potable water system.

10.2. **Promulgation of Reasonable Rules of Services.** CITY shall have the right to promulgate, from time to time, rules and regulations relating to the furnishing of water distribution service and sewage collection service to the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under the conditions specifically named in this Agreement. CUSTOMER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The CUSTOMER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 50 of the CITY's Code of Ordinances, as may be amended from time to time.

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

10.4. System on Consumer's PROPERTY to be Kept in Good Working Condition. The CUSTOMER shall keep and maintain all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by the CUSTOMER, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by CITY to the CUSTOMER shall occur at the CUSTOMER's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

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

10.6. 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, subject to the provision of Article 9 above. This Agreement shall be recorded by CITY among the Public Records of Broward County, Florida, for the particular purpose of placing all owners or occupants of properties in PROPERTY connected to or to be connected to said water and sewer systems of CITY upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real property in PROPERTY connected to or to be connected to said water and sewer system of CITY shall be deemed conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

10.7. Additional Covenants. The City's provision of water and/or wastewater service to the PROPERTY shall be pursuant to this Agreement and shall not constitute a utility "service area" in the Town of Southwest Ranches.

If during the term of this Agreement the shall modify, change, or alter the current Land Use and Zoning for the PROPERTY, then in that event, and under the provisions of Ch. 50 of the City Code expressly prohibiting noxious uses the City reserves unto itself, and on behalf of the citizens and residents of the City, the right to implement the terms, conditions and provisions of Ordinance No. 2009, adopted by the Mayor and City Commission on September 20, 2023 which if such action occurs shall be deemed a material breach of this Agreement.

10.8 During the term of the Agreement, the City shall not be obligated to provide more than an average monthly total volume of water not to exceed an average over a six-month period of One Hundred Twenty-Five Percent (125%) of Thirty-Seven Thousand (37,000) gallons of water per day to the PROPERTY unless the PARTIES enter into an amendment to this Agreement with equal dignity herewith, and also subject to adequate capacity as may be reasonably determined by the City's engineer and City's Administration; and,

10.9. During the term of this Agreement, the CUSTOMER shall not permit the PROPERTY to be used for a jail facility, immigration center, detention facility, or for any residential purposes. Further the CUSTOMER shall not permit the PROPERTY to be used or transformed into an incinerator or for incinerator ancillary uses as defined by that certain Declaration of Restrictive Covenants recorded on April 29, 2024 in instrument number 1190545107 or related use.

ARTICLE 11 **MISCELLANEOUS**

11.1 **Force Majeure.** A “Force Majeure” event is defined as any event arising from causes beyond the reasonable control of each Party, including but not limited to fire, flood, acts of God, terrorism, war, epidemic, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to serve beyond the reasonable control of each Party. It shall not be considered an event of default hereunder and neither Party shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of Force Majeure event if notice is provided in writing to the other party explaining the circumstances within ten (10) days of the Force Majeure event.

11.2 **Compliance with Laws.** The Parties agree that this Agreement is subject to all applicable CITY, local, federal and State statutes, regulations, and laws as may be applicable, and the CUSTOMER shall cooperate, to the extent necessary and appropriate, in obtaining any necessary permits, certifications, or the like and in compliance with the same. It shall be CUSTOMER’s responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

11.3 **Waiver.** The Parties may waive any provision in this Agreement only by a writing of equal dignity herewith executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

11.4 **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

11.5 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.6 **Access to Records.** The CUSTOMER shall keep all books, documents, and accounting records pertaining to any fees, costs, and expenses paid by CUSTOMER pursuant to this Agreement. Such books and records shall be made available at all reasonable times for examination and audit by the CITY and shall be kept for a period of ten (10) years after termination of this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the CITY of any fees or expenses based upon such entries.

11.7 **Modification of Terms.** It is further agreed that no modification, amendment, or alteration in the terms or conditions set forth herein shall be effective unless contained in a written amendment executed with the same formality and of equal dignity herewith after gaining CITY Commission approval.

11.8 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested or overnight mail with proof of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CUSTOMER and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Chero, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CUSTOMER : Town of Southwest Ranches
Russell Muniz, Town Administrator
13400 Griffin Road
Town of Southwest Ranches, FL 33330
Telephone No. (954) 434-0008

Copy To: Keith Poliakoff, City Attorney
200 South Andrews Avenue, #601
Fort Lauderdale, FL 33301
Telephone: 954-909-0580

11.9 **Binding Effect.** 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.

11.10 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

11.11 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.12 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.13 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and CUSTOMER and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.14 **Attorney's Fees.** In the event that either Party sues for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth above.

11.15 **Protection of City Property.** At all times during the performance of this Agreement, the CUSTOMER shall protect City's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.16 **Further Assurance.** The Parties shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by either party.

11.17 **No Partnership.** It is not the purpose or the intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership, or other relationship whereby either Party would be liable for the omissions, commissions, or performance of the other Party.

ARTICLE 12 **EXHIBITS**

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

EXHIBIT "A" – Legal Description of the PROPERTY

EXHIBIT "B" – Resolution 2025-_____

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

CITY OF PEMBROKE PINES:

ATTEST:

BY: _____
MAYOR ANGELO CASTILLO

CITY CLERK

DATE: _____

Approved as to legal form:

BY: _____
CITY MANAGER

CITY ATTORNEY

DATE:

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this _____ day of _____, 2025.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

CITY CLERK

BY: _____

TITLE: _____

DATE: _____

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

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

NOTARY PUBLIC STATE OF FLORIDA

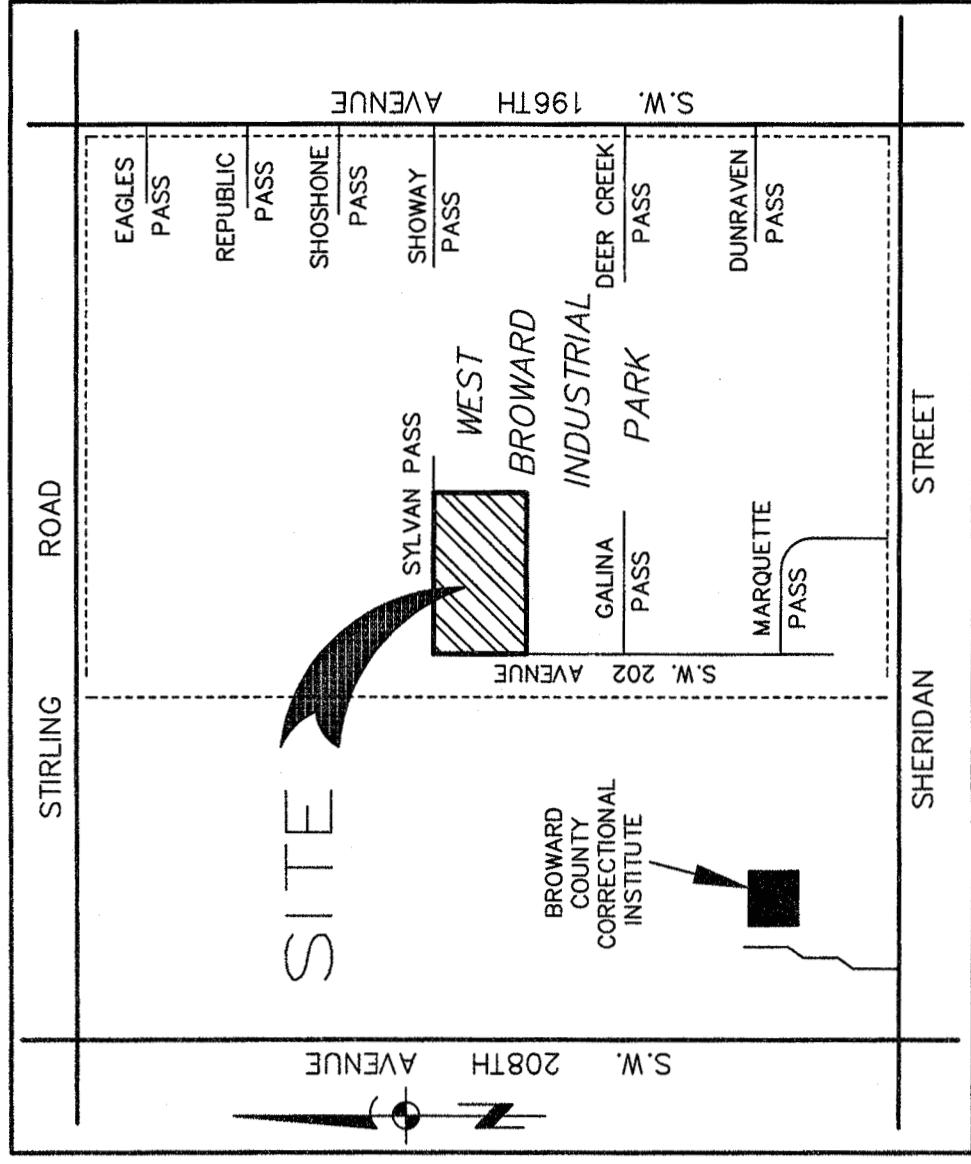
My commission expires:

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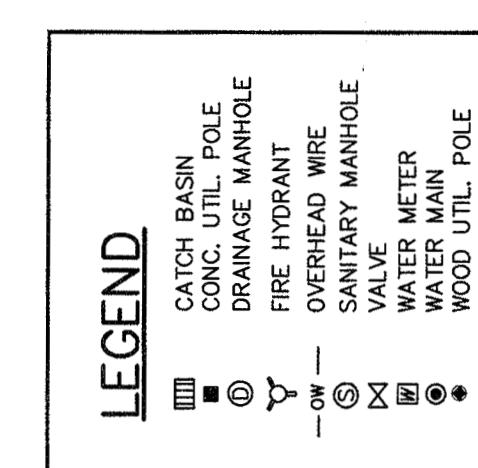
EXHIBIT “A”

(Legal Description of PROPERTY)

EXHIBIT "A"



LOCATION SKETCH



GRAPHIC SCALE IN FEET
1" = 60'

SURVEYOR'S NOTES

- Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- The property shown herein is subject to agreements, covenants, restrictions and other matters contained in the Title Commitment issued by Old Republic National Title Insurance Company, Title Commitment No. 16021502, revised date March 18, 2016. Where applicable, these instruments are shown on the survey (see SUMMARY TABLE). Aviroom & Associates, Inc. did not research the public records for easements, rights-of-way, or other instruments of record. No underground improvements were located.
- The land description shown herein was provided by the Client.
- Bearings shown herein are relative to the plot, REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, based on the South line of Lots 60-62, having a bearing of S895311W.
- The entire property described herein lies within Flood Zone X and AH Zone 5, as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community No. 120091 0520 H dated 08/18/2014.
- Abrasion Legend: L = Arc Length; C = Centerline; A = Control Angle; CONC. = Concrete; C.M.P. = Corrugated Metal Pipe; D.C.R. = Dade County Records; DE = Drainage Easement; E = Existing; EL = Elevation; E.O.W. = Edge of Water; FD = Found; F.P.L. = Florida Power & Light Company; INV. = Invent; IP = Iron Pipe; IR = Iron Rod; LB = Licensed Business; M = Measured; ORB = Official Record Book; P = Plat; P.B. = Plat Book; PLS = Professional Land Surveyor; PRM = Permanent Reference Monument; PIG = Polyvinylchloride Pipe; R = Rods; R/W = Right-of-Way; SEC. = Section; TO.B. = Top of Bonk; TOS = Toe of Slope; U.E. = Utility Easement; W/ = With; W/CAP = With Surveyor's Cap.

LAND DESCRIPTION

Lots 60, 61, and 62, and the vacated Right-Of-Way of Sylvan Pass, of the REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK, according to the Plat thereof, recorded in Plat Book 137, Page 39, of the Public Records of Broward County, Florida.

LESS and EXCEPT the property conveyed for Road Easement recorded on April 11, 2012 in Official Records Book 48658, Page 890 of the Public Records of Broward County, Florida.

and LESS and EXCEPT the property conveyed Right of Way Dedication by Quit Claim Deed recorded on April 24, 2012 in Official Records Book 48692, Page 1978 of the Public Records of Broward County, Florida.

Solid lands lying and situate in Broward County, Florida, containing 1,061,220 square feet, 24.3622 acres, more or less.

CERTIFIED TO:

Town of Southwest Ranches, a municipal corporation of the State of Florida
Ainstein & Lehr LLP
Old Republic National Title Insurance Company
CERTIFICATION
I HEREBY CERTIFY that the attached Boundary Survey of the herein described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Boundary Survey meets the Standards of Practice set forth in Chapter 5a-17.050 through 5a-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

3/5/2016
Date:

BOUNDARY SURVEY REPLAT OF PORTION OF WEST BROWARD INDUSTRIAL PARK

(P.B. 157, PG. 39, B.C.R.)
SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

(P.B. 148, PG. 9 - B.C.R.)
SOUTHWEST RANCHES
BROWARD COUNTY, FLORIDA

6281-14

SCALE: 1" = 60'

DATE: 05/16/98

BY: J.A.F.

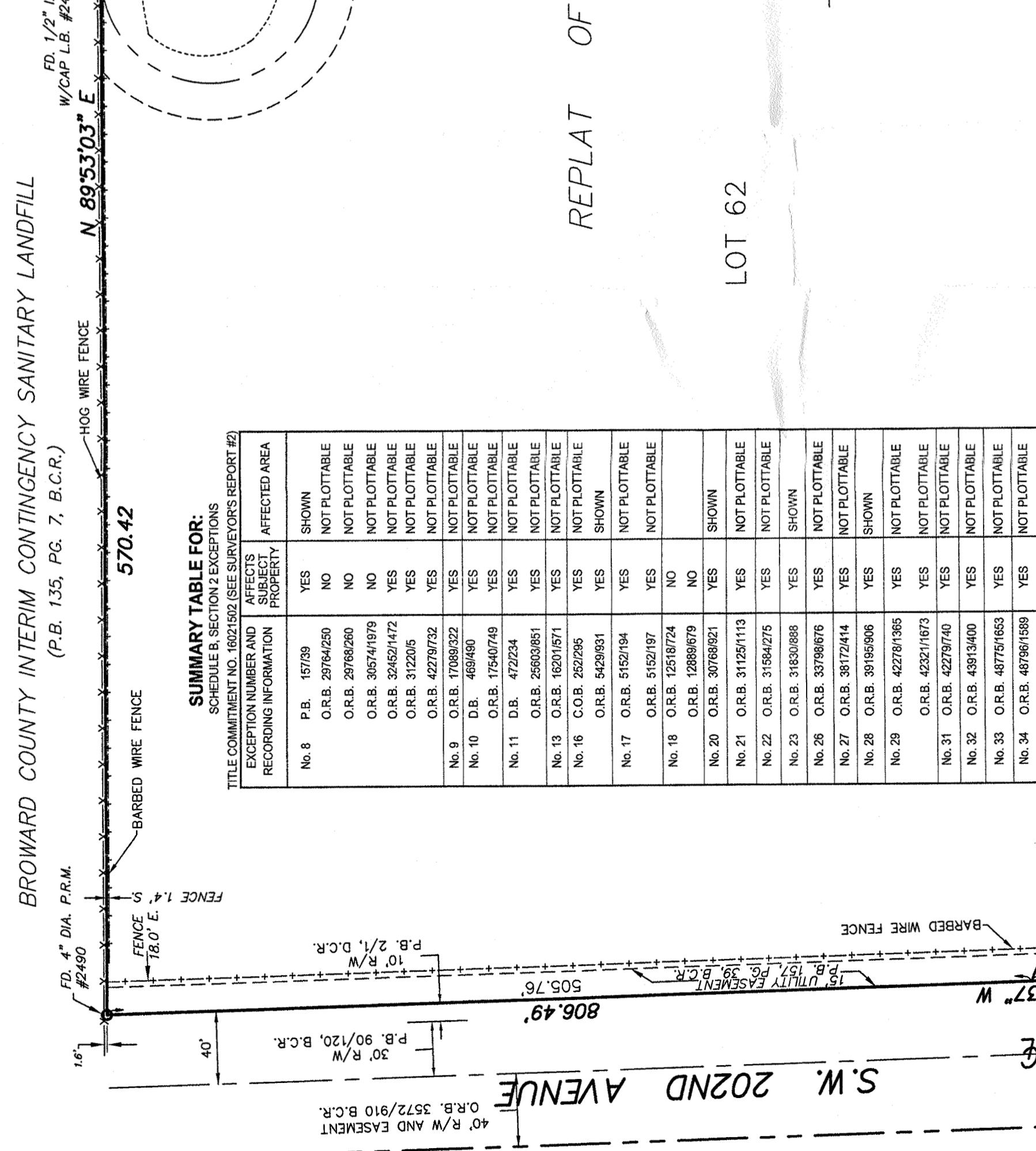
CHECKED: M.D.A.

F.B. 782 PG. 1-20

SHEET: 1 OF 1

BROWARD COUNTY INTERIM CONTINGENCY SANITARY LANDFILL

(P.B. 135, PG. 7, B.C.R.)





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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/11/2025
SUBJECT: Approving a Purchase Order to Carnahan Proctor and Cross, Inc. for Professional Civil Engineering Services for the SW 185th Way and SW 57th Court Drainage Project

Recommendation

Town Council consideration for a motion to approve a purchase order to Carnahan Proctor and Cross, Inc. for Professional Civil Engineering Services in substantially the same form as that attached hereto as Exhibit "A".

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure

Background

The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the SW 185th Way and SW 57th Court drainage project to alleviate flooding in the Country Estates neighborhood by installing a positive connection to the SW 184th Avenue canal. The project includes swale regrading and restoration, installation of catch basins and associated drainage pipes, coring into the existing system, and driveway restoration. Civil engineering services are required for the design and project management of the construction project. Pursuant to RFQ 22-013 and Resolution 2023-009, the Town has a continuing contract for civil engineering

services with Carnahan Proctor and Cross, Inc.

Fiscal Impact/Analysis

The Town received a proposal from Carnahan Proctor and Cross, Inc. for professional civil engineering services for the improvements in the amount of \$29,640.00. Funds have been included in FY 2025-2026 Adopted Budget in Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure – Drainage) for this specific project.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/3/2025	Resolution
Exhibit A	11/24/2025	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CARNAHAN PROCTOR AND CROSS, INC. IN THE AMOUNT OF TWENTY-NINE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$29,640.00) FOR CIVIL ENGINEERING SERVICES RELATING TO THE SW 185TH WAY AND SW 57TH COURT DRAINAGE PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the SW 185th Way and SW 57th Court drainage project includes swale regrading and restoration, installation of catch basins and associated drainage pipes, coring into the existing system, and driveway restoration; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, funds have been included in FY 2025-2026 Adopted Budget in Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure – Drainage) for this specific project; and

WHEREAS, civil engineering services are required for the design and project management of the construction project; and

WHEREAS, pursuant to RFQ 22-013 and Resolution 2023-009, the Town has a continuing contract for civil engineering services with Carnahan Proctor and Cross, Inc.; and

WHEREAS, the Town received a proposal from Carnahan Proctor and Cross, Inc. for professional civil engineering services for the improvements in the amount of Twenty-Nine Thousand Six Hundred Forty Dollars and Zero Cents (\$29,640.00); and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order with Carnahan Proctor and Cross, Inc. in the amount of Twenty-Nine Thousand Six Hundred Forty Dollars and Zero Cents (\$29,640.00) for professional civil engineering services relating to the SW 185th Way and SW 57th Court Drainage Project, in substantially the same form as that attached hereto as Exhibit "A".

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

Section 4. This Resolution shall become effective immediately upon 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	_____	Ayes	_____
Jablonski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____	Abstaining	_____
Kuczenski	_____		_____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.100.2025

AGREEMENT FOR PROFESSIONAL SERVICES

Carnahan Proctor and Cross, Inc.
 814 S. Military Trail
 Deerfield Beach, FL 33442
 Phone: 954. 972. 3959
 Fax: 954. 972. 4178
www.carnahan-proctor.com

New Contract
 Amendment No:

Date: 11/18/2025
 Project: P22-406

Planning
 Civil Engineering
 Surveying
 CEI Services

**Project Name: TOSWR – Drainage Improvements for
 SW 57th & SW 185th Way intersection
 Southwest Ranches FL, 33332**

To: Emely Aceti
 Community Service Manager
 Town of Southwest Ranches
 13400 Griffin Road
 Southwest Ranches, FL 33330
 954-343-740223 (Tel)
 954-680-0218 (Fax)

Labor Fee: **See Fee Summary**

Fixed Fee
 Maximum Upset Fee

Time & Expenses
 Other

Scope of Services: See Attached Scope of Services which are made a part of this Agreement.

Please execute this CLIENT Authorization for Carnahan Proctor and Cross, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to CPC.

Subject to attached terms & conditions

Subject to terms & conditions in our original Agreement **Town of Southwest Ranches**
RFQ:22-013 dated: 11-17-2022

Carnahan Proctor and Cross, Inc. Authorization

By:

Emely Aceti
 Title: Senior Project Manager

Date: 11/1/2025

Client Authorization (Please sign original and return)

By:

Title:

Date:



SCOPE OF SERVICES

This Agreement is comprised of Part I and Part II. Part I includes details of the services to be performed, timing of the services and compensation. Part II is the executed **Agreement RFQ:22-013 dated 11-17-2022**, which contains the Terms and Conditions of Agreement, are general terms of the engagement between **Town of Southwest Ranches** (TOSWR), hereinafter called the CLIENT, and Carnahan Proctor and Cross, Inc. (CPC).

This Agreement is based on CPC's understanding of the project needs and has been developed to provide a high quality of service and deliverable. The services to be provided under this contract are more specifically described below. Please review this scope carefully to check that it fulfills your needs for this project. If you have questions or comments regarding any aspect of this proposal, please contact the undersigned.

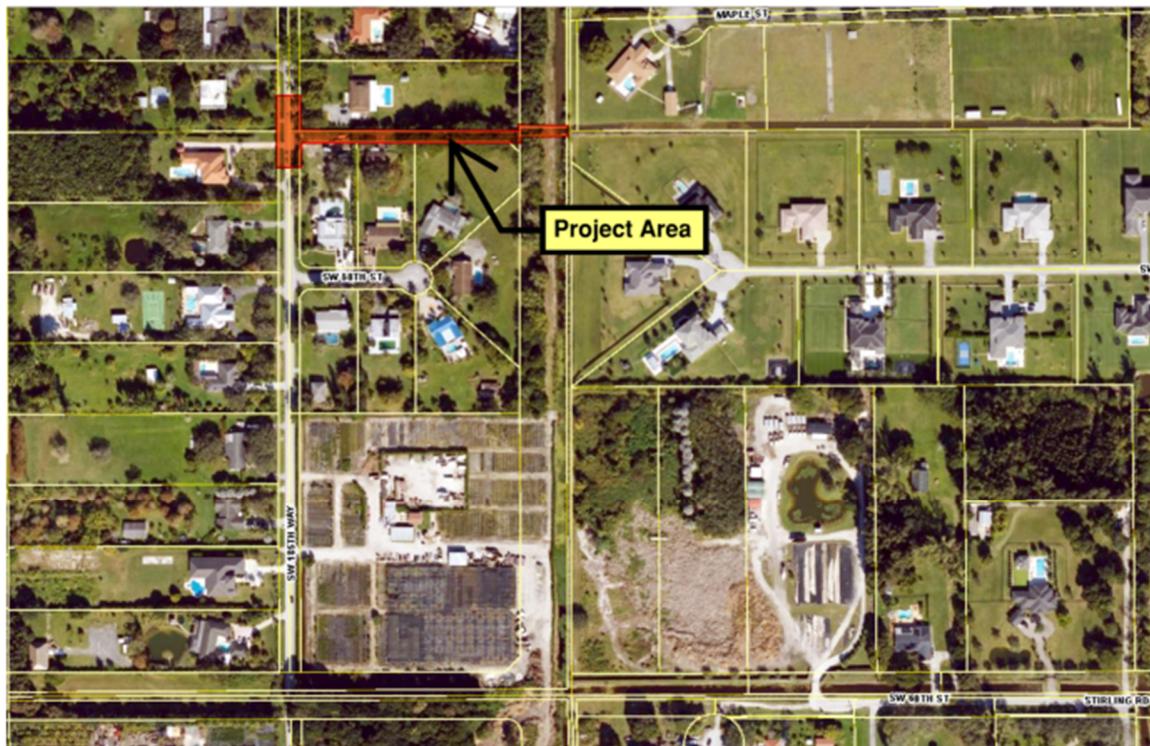
PART I

PROJECT DESCRIPTION: This Scope of Work (SOW) has been prepared in support of the Town of Southwest Ranches to provide this agreement for professional services for Engineering Services for the design of a small drainage improvement project located generally at the intersection of SW 57th & SW 185th Way. The scope of work includes swale regrading and restoration, installation of catch basins and associated drainage pipes, connecting into existing canal / existing system. The following services are proposed:

ASSUMPTIONS

It is understood that CPC will perform services under the sole direction of the CLIENT. In the performance of these services. The following assumptions form the basis for this proposal:

- CPC will open a design ticket with Sunshine One Call to identify potential existing third-party utilities within the PROJECT. CPC will utilize this information to request As-Builts information from identified third-party utility provider (Water, Sewer, Drainage, Gas, Telecommunication, Fiber Optics, Etc.)
- GPR and /or Soft digs of utility locates are not included in this contract.
- Stormwater modelling for these areas are not included in this contract.
- No off-site improvements are required other than those specifically identified in the scope of services.
- Permit fees will be the responsibility of the CLIENT.

DESIGN PHASE**Project Area****Task 1: Civil Engineering Construction Documents**

Based upon the project needs CPC has determined the professional design disciplines necessary to develop a complete set of construction documents for the proposed project. The following design and construction plans have been identified and are provided under this agreement:

1. Prepare Civil Plans with paving, grading, and drainage and specifications.
2. Prepare Drainage Hydraulic calculation for pipe sizing.
3. Prepare demolition and erosion control plans including details and specifications.
4. Prepare construction documents.

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Task 2: Regulatory Permitting

For the Regulatory Permitting and Approvals Assistance, CPC will complete permit applications, generate, or request supplemental information and submit along with plans as prepared. CPC will also respond to comments and revise plans for up to two (2) rounds of comments. Tasks to the following regulatory agencies having jurisdiction. Utilizing the CLIENT approved Civil Engineering Construction Plans, CPC will prepare the following permit applications:

- South Broward Drainage District (SBDD)
- Submit Town of Southwest Ranches Public Works for review and approval.

It is assumed that the site improvements will be permitted as one (1) phase.

It will be the selected contractor's responsibility to prepare and process the following construction-related permits including, but not limited to, the following:

- SFWMD Dewatering Permit
- All construction permits through TOSWR
- NPDES permit and required monitoring.
- Maintenance of traffic permits.

BIDDING AND CONSTRUCTION PHASE

Task 3: Bidding Coordination and assistance

CPC will assist the CLIENT with the evaluation of Contractor bids and responses to Contractors Requests for Information (RFI) as follows:

1. Bidding coordination with CLIENT
2. Prepare engineering cost estimates.
3. CPC will provide project description, schedule of values, and bid ready construction documents. TOSWR to provided front end documents.
4. Prepare response to Contractors Requests for Information (RFI)
5. Assist the CLIENT with evaluation of Contractor bids, if required.

Task 4: Engineering and Construction Observation Services.

The following task is assumed to be hourly from the Contractor's Notice to Proceed. As the Engineer of Record for the project, CPC shall perform the following tasks:

1. Attend Preconstruction Meeting.
2. Review of Shop Drawings.
3. Perform Limited Construction Observations as necessary for Final Certification.



4. Address and respond to Contractor's RFI's.
5. Review of material testing performed by the Contractor.
6. Review of as-built drawings prepared by the Contractor's registered surveyor.
7. Final Certification and Closeout
 - ENGINEER will attend selected inspections, including; a final walk-through providing letters of certification as may be necessary to certify proposed improvements. Utilizing as-built information to be provided by the Contractor.

SERVICES NOT INCLUDED

The following services are not included in this Agreement:

1. Surveying Services including special purpose survey, construction layout, and As-Built survey.
2. Utility Locates, GPR, and SUE.
3. Traffic engineering services.
4. Stormwater and drainage calculations reports.
5. Sketches and legal description for easement and agreements.
6. Environmental Reports.
7. Structural engineering and foundation design.
8. Architectural Drawings.
9. Concept Planning
10. Landscape/Irrigation/Hardscape Plans
11. Bonding agreements and bond release.
12. Permitting fees.
13. FDOT or Broward County permitting

CLIENT-FURNISHED INFORMATION

It is understood that CPC will perform services under the sole direction of the CLIENT. In the performance of these services, CPC will coordinate its efforts with those of other project team members, the CLIENT's Surveyor, Utility locates, and other consultants, as required. The CLIENT shall provide CPC with all existing project-related technical data required to complete the consultant's scope of services. CPC will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

CPC's production schedule is based upon the CLIENT's schedule, subject to timely delivery of information promised by the CLIENT and is exclusive of CLIENT and local review of interim products.



COMPENSATION

The following summary of fees outlines the Lump Sum cost and hourly for each task to be provided by CPC for the scope of work above:

SUMMARY OF FEES

Drainage Improvements for SW 57th & SW 185th Way intersection

Task	Description	Lump Sum Fees
1	Civil Engineering Construction Documents	\$18,440
2	Regulatory Permitting	\$5,390
3	Bidding Coordination and Assistance	\$2,360
4	Engineering and Construction Observation Services	\$3,000
5	Miscellaneous / Expenses	\$450
Total		\$29,640.00

In addition to the fees set out above, CPC shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed pursuant to the attached Hourly Rate Schedule. All government agency fees shall be paid by the CLIENT.

END OF SCOPE OF SERVICES

ESTIMATE OF WORK EFFORT AND COST - CONSULTANT TEAM



Consultant Name: **Carriahan, Proctor and Cross, Inc.**
 Consultant No.:

Name of Project: Drainage Improvements for SW 57th & SW 185th Way intersection

Client: Town of Southwest Ranches

Date: **11/18/2025**
 Estimator: **CD**

Staff Classification	Senior Principal	Senior Engineering - PM	Senior Inspector	Adm. Assistant	Engineering - PM	Project Engineer	Staff Hours	Salary	Average
									By Activity
									Rate Per Task
									Rate Per Task
1- Civil Engineering Construction Documents	2	12	16	2	48	36	116	18,440.00	\$158.97
2 - Regulatory Permitting		4	4	2	16	8	34	5,390.00	\$158.53
3 - Bidding Coordination and Assistance		2		2	8	4	16	2,360.00	\$147.50
4 - Engineering and Construction Observation Services.	8		16				24	3,000.00	\$125.00
Total Staff Hours	2	24	22	16	6	72	190	29,190.00	\$153.63
Total Staff Cost	\$530.00	\$4,920.00	\$4,290.00	\$1,360.00	\$450.00	\$12,600.00	\$5,040.00	29,190.00	29,190.00

LOADED SALARY COSTS:	\$29,190.00
5 - Miscellaneous / Expenses	\$450.00
TOTAL ESTIMATED FEE :	\$29,640.00



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*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/11/2025
SUBJECT: Entering into an Agreement with Florida Department of Transportation for Design and Construction of Dykes Road Turn Lanes

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches was awarded State and County grants to install turn lanes at all intersections along Dykes Road between Griffin Road and Stirling Road.

The Town was appropriated \$405,990 from the State Legislature for this project. Senator Barbara Sharief and Representative Robin Bartleman fought tirelessly in Tallahassee in 2025 Legislative Session to bring these funds to Southwest Ranches. A Town's match is required in the amount of \$135,330 for project total cost of \$541,320.

The scope of work includes surveying, design, permitting, construction and construction engineering inspection (CEI) services. The Town of Southwest Ranches is proposing new turn lanes at the following intersections within the Town of Southwest Ranches:

- Dykes Road and SW 51st Manor
- Dykes Road and SW 53rd Court
- Dykes Road and SW 54th Place
- Dykes Road and SW 56th Street

At each location the Town desires a dedicated right turn lane for north bound traffic and a left turn lane for southbound traffic. The Town will also construct a new dedicated U-turn Lane for southbound traffic just south of Griffin Road near SW 49th Street. The improvements include milling and resurfacing, roadway construction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town's right-of-way.

The Town has continuing contracts with Kimley-Horn and Associates, Craven Thompson and Associates and Carnahan, Proctor and Cross. The Town desires to use Kimley-Horn for design services for \$68,215, Craven Thompson for surveying services for \$13,500, and Carnahan, Proctor and Cross for CEI services for which will be determined based on design plans.

It is anticipated that permitting will be required from following jurisdictional regulatory agencies.

1. Broward County Highway Construction and Engineering Division (if required)
 - a. Roadway, paving, and traffic control systems for access
 - b. Signing and marking
2. South Broward Drainage District
 - a. Drainage

Dedicated turn lanes along Dykes Road will significantly improve traffic flow and safety at intersections by allowing vehicles to slow down and turn without obstructing through traffic, leading to reduced rear-end collisions, improved capacity, minimized conflict points and enhanced efficiency at intersections. According to the Federal Highway Administration, exclusive turn lanes reduce all crashes roughly 50% on average and rear-end collisions by 60% to 80%.

As per the grant agreement with FDOT, construction must be completed by December 30, 2027.

Fiscal Impact/Analysis

Funds have been included in FY 2025-2026 Adopted Budget from within the Transportation Fund (account #101-5100-541-63340 - Infrastructure Roadway Improvements) in the amount of \$541,320 for this project.

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2025	Resolution
Exhibit A - Agreement	11/25/2025	Agreement

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RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO RECEIVE FOUR HUNDRED FIVE THOUSAND NINE HUNDRED NINETY DOLLARS AND ZERO CENTS (\$405,990.00) FOR DESIGN AND CONSTRUCTION OF TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to design and construct turn lanes on Dykes Road between Griffin Road and Stirling Road; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, the State Legislature has appropriated Four Hundred Five Thousand Nine Hundred Ninety Dollars and Zero Cents (\$405,990.00) to assist the Town in completing this project; and

WHEREAS, dedicated turn lanes along Dykes Road will significantly improve traffic flow and safety at intersections by allowing vehicles to slow down and turn without obstructing through traffic, leading to reduced rear-end collisions, improved capacity, minimized conflict points and enhanced efficiency at intersections; and

WHEREAS, to accept the State's funds, these improvements must be completed by December 30, 2027; and

WHEREAS, the Town of Southwest Ranches desires to enter into an Agreement under the terms and conditions set forth hereinafter with matching funding committed to take place in FY 2025-2026.

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and FDOT to Four Hundred Five Thousand Nine Hundred Ninety Dollars and Zero Cents (\$405,990.00) to complete the Dykes Road Turn Lanes Project as outlined in the Agreement attached hereto as Exhibit "A".

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

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 _____ 2025 on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
Kuczenski	_____

Ayes	_____
Nays	_____
Absent	_____
Abstaining	_____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.107.2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

FPN: 456798-1-54-01 Fund: EM26 FLAIR Category: 088862
Org Code: 55043010404 FLAIR Obj: 751000

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 86 Contract No: _____ Vendor No: F651036656003

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Town of Southwest Ranches, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 FY 2025/2026 General Appropriation Act (GAA) Line Number 2042A , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Design and Construction of Dykes Road Turn Lanes, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a.** If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c.** If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a.** The estimated cost of the Project is \$541,320.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, **Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b.** The Department agrees to participate in the Project cost up to the maximum amount of \$405,990.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c.** The Department's participation in eligible Project costs is subject to, but not limited to:
 - i.** Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.
- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, H, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- e. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____
- f. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance
 - Exhibit D: Recipient Resolution
 - Exhibit F: Contract Payment Requirements
 - Exhibit H: Alternative Advance Payment Financial Provisions
 - Exhibit J: State Financial Assistance (Florida Single Audit Act)
 - *Exhibit K: Advance Project Reimbursement
 - *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
LOCAL PROGRAMS
03/25

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT TOWN OF SOUTHWEST RANCHES

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Francine Steelman

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 456798-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Town of Southwest Ranches (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.281 MILES (MP 0.00 TO 1.281)

PROJECT DESCRIPTION: The project will include the Design and Construction of turn lanes along Dykes Road. The Improvements will also include milling and resurfacing, roadway construction, curbing, roadway striping and signage.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class D projects. The Recipient is required to use Florida Greenbook, or an approved minimum design standard that is in conformity with the minimum criteria that is outlined in Florida Greenbook. The recipient is required to ensure that specifications are approved in advance. The recipient is responsible for the materials testing progress, along with ensuring that all consultants and contractors for said project are qualified.

The Recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final Bid Submittal:

- a) Copies of all permits from applicable agencies.
- b) Copies of signed acceptances from the local maintaining agency/ City roadway signalization, lighting, and/ or landscaping.
- c) Level II Contamination Assessments (as needed)
- d) Signed and sealed plans and specifications Packages, respectively.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 30, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Issuance of FDOT Notice to Proceed for Construction activities such as project advertisement and contract award is subject to the submittal and approval of the agency production package. To be included: the 100% final plans, specifications, final bid document(s), and estimates with all work shown within the right of way and applicable permits.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330				FINANCIAL PROJECT NUMBER: 456798-1-54-0	
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
	Total Design Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
	Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY: 2026	Maximum Department Participation (Local Transportation Project GAA)	\$541,320.00	\$135,330.00	\$405,990.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
	Total Construction Cost	\$541,320.00 %	\$135,330.00 %	\$405,990.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
	Total Construction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
	Total Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$541,320.00	\$135,330.00	\$405,990.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jason Nwamah
District Grant Manager Name

Signature

Date

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EXHIBIT C**ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and TOWN OF SOUTHWEST RANCHES

PROJECT DESCRIPTION: DYKES ROAD TURN LANES

FPID#: 456798-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL: Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT H**ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT J**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- FY 2025/2026 General Appropriation Act (GAA) Line Number 2042A, CSFA 55.039

***Award Amount:** \$405,990.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Comprehensive Plan Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
CPAB Renewal Resolution	11/25/2025	Resolution
CPAB Members & Intent	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2001-035, establishing a Comprehensive Plan Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2025 the Comprehensive Plan Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Comprehensive Plan Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Comprehensive Plan Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby redefines the Comprehensive Plan Advisory Board's purpose and objectives as follows:

- i. To review and to provide input into the development of the Comprehensive Plan and to make recommendations to the Town Council.
- ii. To review and to provide input on any item, as may be specifically requested by the Town Council that may affect land use within the Town.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
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
1001.102.2025

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Comprehensive Plan Advisory Board (Complete)						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining 2026?
Newell Hollingsworth	Mayor Breitkreuz	Emily McCord Aceti	Vice Mayor Hartmann	0	9	Yes
Renee Greene	Council Member Jablonski			3		Unknown/Move Pending
Joseph Altschul	Council Member Allbritton			0		Yes
Robert Sirota	Vice Mayor Hartmann			2		Yes
Louis Gregory	Council Member Kuczynski			4		Yes
At Large:						

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
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Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Drainage and Infrastructure Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2025	Resolution
DIAB Members & Intent	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2002, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2002-49, establishing a Fill and Drainage Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2025, the Drainage and Infrastructure Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town continues to see a need for the Drainage and Infrastructure Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Drainage and Infrastructure Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby redefines the Drainage and Infrastructure Advisory Board's purpose and objectives as follows:

- i. To provide input into the development of policies and procedures concerning filling, excavating, and clearing of lands within the Town.
- ii. To provide input into any necessary revisions related to the tertiary drainage plan and to provide input into the prioritization of necessary drainage improvements within the Town.
- iii. To provide input into the development of policies and procedures concerning the Town's infrastructure.
- iv. To solicit input from residents of the Town concerning drainage and other infrastructure-related improvements.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

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

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.103.2025

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Drainage and Infrastructure Advisory Board					
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held
James Starkweather	Mayor Breitkreuz	Rod Ley	Council Member Allbritton	0	8
Yardiel Fuentes	Council Member Jablonski			0	Yes
Lee Lester	Council Member Allbritton			0	Yes
Kirk Hobson-Garcia	Vice Mayor Hartmann			0	Yes
Ed Gonzalez	Council Member Kuczynski			1	Yes
At Large:				Possibly Interested to be Back on the Board.	
Bryant Haugstetter				5	

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Fire Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
FAB Renewal Resolution - TA Approved	11/26/2025	Resolution
FAB Members & Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on August 9, 2012, the Town Council adopted Resolution 2012-64, establishing a Fire Advisory Board to advise on matters relating to the Town's Fire and EMS Services; and

WHEREAS, on December 31, 2025, the Fire Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Fire Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Fire Advisory Board for one (1) additional year.

Section 3. The Town Council hereby redefines the Fire Advisory Board's purpose and objectives as follows:

- i. To advise the Council of Fire and EMS related issues.
- ii. To analyze the needs of the Volunteer Fire Department.
- iii. To analyze the Volunteer Fire Department's use of funds.

- iv. The Town Staff Liaison shall serve as the conduit to provide the Fire Advisory Board with any information required to perform its services delineated herein.
- v. A Fire Advisory Board Member shall not hold themselves out, in anyway, as being on the Board of Directors of the Volunteer Fire Department, or as an agent of the Town.
- vi. The Fire Advisory Board shall meet as directed by the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
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
1001.104.2025

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Fire Advisory Board (Members Updated 111725)						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Vince Lombardi	Mayor Breitkreuz	Richard Strum	Vice Mayor Hartmann	1	4	Yes
Jeff Kastner	Council Member Jablonski			1		Pending Answer
Jeff Strickland	Council Member Allbritton			1		Yes
Mike Fisikelli	Vice Mayor Hartmann			0		Yes
Tina Spires	Council Member Kuczynski			1		Pending Answer
At Large:						
Matthew Amundson				3		Yes

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Parks, Recreation, Forestry, and Natural Resources Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator
Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
PRFNRA Renewal Resolution - TA Approved	11/26/2025	Resolution
PRFNRA Members and Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (PRFNRAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2003, the Town Council approved Resolution No. 2004-20, establishing the Friends of the Parks Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on January 11, 2007, the Town Council approved Resolution No. 2007-026, changing the name of the Friends of the Parks Advisory Board to the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, on December 31, 2025, the Parks, Recreation, Forestry, and Natural Resources Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Recreation, Forestry, and Natural Resources Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to ratify the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Parks, Recreation, Forestry, and Natural Resources Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby ratifies the Parks, Recreation, Forestry, and Natural Resources Advisory Board's purpose and objectives as follows:

- i. To provide input into the coordination of plans for the acquisition, funding, design, development, operation, maintenance and regulation of parks within the Town.
- ii. To provide input into those multipurpose trails within the Town.
- iii. To provide input into matters of forestry and natural resources, including but not limited to tree canopy maintenance, management, and protection; water conservation; preservation, and protection of the environment; and protection of wildlife.
- iv. To solicit input from residents of the Town concerning matters concerning recreational spaces, forestry, and natural resources.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
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
1001.105.2025

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Parks, Recreation, Forestry, and Natural Resources Advisory Board					
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Meetings Held	# of Absences
Christina Brownlow	Mayor Breitkreuz	December Lauretano-Haines	Council Member Jablonski	6	6
Ron Martinez	Council Member Jablonski				yes
Dena Butler	Council Member Albritton				yes
Debbie Green	Vice Mayor Hartmann				yes
VACANT	Council Member Kuczenski				yes

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Rural Public Arts and Design Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2025	Resolution
RPADAB Members and Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 13, 2003, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2003-34, establishing a Rural Public Arts and Design Advisory Board; and

WHEREAS, on January 4, 2007, the Town Council adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on December 31, 2025, the Rural Public Arts and Design Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Rural Public Arts and Design Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Rural Public Arts and Design Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby redefines the Rural Public Arts and Design Advisory Board's purpose and objectives as follows:

- i. To provide input into the development of a rural sense of place including rural signage identification for the Town and review of public arts and design grants as they become available.
- ii. To review all public arts and design grant applications, to establish a review process to recommend vendors, to involve residents in the process, and to make recommendations to the Town Council.
- iii. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of December, 2025, on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
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
1001.106.2025

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Rural Public Arts and Design Advisory Board					
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held
Barbara Gonzalez	Mayor Breitkreuz	Susan Kutz	Council Member Kuczynski	0	10
Rose Albritton	Council Member Jablonski			0	Yes
Sage Cimetta	Council Member Albritton			0	Yes
Chere Reynolds	Vice Mayor Hartmann			1	Yes
Kathleen Jablonski	Council Member Kuczynski			0	Yes
At Large:					

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Schools and Education Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
SEAB Renewal Resolution - TA Approved	11/26/2025	Resolution
SEWAB Members & Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, also on January 4, 2007, the Town Council adopted Resolution No. 2007-028, establishing a Schools and Education Advisory Board; and

WHEREAS, on December 31, 2025, the Schools and Education Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Schools and Education Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Schools and Education Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby redefines the Schools and Education Advisory Board's purpose and objectives as follows:

- i. To advise the Council of any school and educational issues related to the Town.

- ii. To regularly attend the necessary Broward County School Board and other school-related meetings to monitor issues affecting the residents of the Town.
- iii. To provide input regarding educational programs for the development of the students within the community.
- iv. To provide input into the development of policies, procedures, and programs concerning any school or educational issues concerning the Town.
- iii. To solicit and to obtain input from the residents of the Town concerning school-related or other education-related issues.
- iv. To develop, to implement, and to monitor, with the assistance of the Town Administrator, a Town educational scholarship fund.
- v. Board activities shall be accomplished in coordination with the Town Administrator. The Board shall submit, at a minimum, a quarterly report for review by the Town Administrator before presentation to the Town Council.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
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
1001.107.2025

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Schools Education Advisory Board						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Selena Hodgers	Mayor Breitkreuz	Debra Ruesga	Mayor Breitkreuz	1	9	Yes
Jennifer Montgomery	Council Member Jablonski			0		Yes
Christina Brownlow	Council Member Allbritton			5 (medical exemption)		Yes
Debbie Green	Vice Mayor Hartmann			0		Yes
Elizabeth Eskanazi	Council Member Kuczenski			2		Yes
Kathy Sullivan				3		Yes
At Large:						
Francesca Case				3		
Priscilla Prado Stroze				3		Yes

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jablonski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Zero Waste Advisory Board Renewal 2026

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- E. Cultivate a Vibrant Community

Background

Pursuant to the Town's adopted Advisory Committee/Board Policy, each of the established Advisory Boards and Committees sunsets after one year unless action is taken by the Town Council to extend them. This extension process includes restating the Board or Committee's scope, should the Council deem it appropriate, and appointing or re-appointing its members.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
ZWAB Renewal Resolution - TA Approved	11/26/2025	Resolution
ZWAB Members and Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026-000

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE ZERO WASTE ADVISORY BOARD (ZWAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2007, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2007-023, establishing a Town Advisory Committee/Board Policy; and

WHEREAS, on January 25, 2024, the Town Council of the Town of Southwest Ranches, Florida adopted Resolution No. 2024-027, establishing the Zero Waste Advisory Board; and

WHEREAS, on December 31, 2025 the Zero Waste Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

WHEREAS, the Town Council continues to see a need for the Comprehensive Plan Advisory Board; and

WHEREAS, in furtherance of the Town's adopted Advisory Committee/Board Policy, this Resolution is necessary to extend the Board's term, to redefine the Board's purpose and objectives, and to appoint or re-appoint the Board Members and Council Liaison.

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. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Zero Waste Advisory Board for one (1) additional year through December 31, 2026.

Section 3. The Town Council hereby redefines the Zero Waste Advisory Board's purpose and objectives as follows:

- i. To chart a path towards zero waste by reducing the amount of waste disposed in landfills, promote waste prevention and reuse of materials.
- ii. The Town Staff Liaison shall serve as the conduit to provide the Zero Waste Advisory Board with any information required to perform its services delineated herein.
- iii. A Zero Waste Advisory Board Member shall not hold themselves out, in any way, as an agent of the Town.

Section 4. All administrative and procedural requirements found in the Town's adopted Advisory Committee/Board Policy shall remain in full force and effect.

Section 5. The Town Council is hereby authorized to administratively advise the Town Administrator of its appointment for this Board, which shall be announced at a public meeting, and may be modified from time to time.

Section 6. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this 11th day of December, 2025, on a motion by

_____ and seconded by _____.

Breitkreuz	_____
Jablonski	_____
Allbritton	_____
Hartmann	_____
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
1001.108.2025

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Zero Waste Advisory Board						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absent	# of Meetings Held	Interested in Remaining?
Harold Gubnitsky	Mayor Breitkreuz	Dan Stewart	Council Member Kuczynski	1	10	Yes
Rose Albritton	Council Member Jablonski			3		Yes
Linda Flack	Council Member Albritton			New		Yes
Debbie Green	Vice Mayor Hartmann			0		Yes
Jessica Hartmann	Council Member Kuczynski			1		Yes
At Large:						

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

Town Council
Steve Breitkreuz, *Mayor*
Gary Jabloski, *Vice Mayor*
Jim Allbritton, *Council Member*
Bob Hartmann, *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 Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 12/11/2025
SUBJECT: Reinstatement of the Public Safety and Traffic Committee - 2026

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- E. Cultivate a Vibrant Community

Background

Pursuant to Section 1.04 of the Town's Charter, the Town Council has the ability to create committees and boards.

On December 16, 2021, pursuant to Resolution No. 2022-025, in response to the Town Council's desire for community involvement and insight into increasing safety on the Town's roadways, the Town Council created the Public Safety and Traffic Committee.

The Town Council wishes to reinstate the Public Safety and Traffic Committee for a six-month period to review and incorporate any updates that may have occurred since the committee last

met and this Resolution is necessary to comply with the Town Council's adopted Committee/Board Policy.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2025	Resolution
PSATC Members and Interest	12/4/2025	Backup Material

RESOLUTION NO. 2026 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REINSTATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE" FOR A SIX MONTH PERIOD, FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTIVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 1.04 of the Town's Charter, the Town Council has the ability to create committees and boards; and

WHEREAS, on December 16, 2021, pursuant to Resolution No. 2022-025, in response to the Town Council's desire for community involvement and insight into increasing safety on the Town's roadways, the Town Council created the Public Safety and Traffic Committee; and

WHEREAS, The Town Council wishes to reinstate the Public Safety and Traffic Committee for a six month period to review and incorporate any updates that may have occurred since the committee last met; and

WHEREAS, this Resolution is necessary to comply with the Town Council's adopted Committee/Board Policy.

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 reinstates the "Public Safety and Traffic Committee" for a sixth month period.

Section 3: The Public Safety and Traffic Committee shall have the following goals, objectives, and limitations:

- i. To advise the Council of public safety concerns on the Town's roadways, with an emphasis on traffic calming measures to reduce instances of speeding and cut through traffic.

- ii. The Town Staff Liaison shall serve as the conduit to provide the Public Safety and Traffic Committee with any information required to perform its services delineated herein.
- iii. A Public Safety and Traffic Committee Member shall not hold themselves out, in anyway, as being a representative of the Davie Police Department, or as an agent of the Town.

Section 4: The Committee shall be composed of five (5) volunteers, a Council Liaison, and a Staff Liaison. The Mayor, Vice-Mayor and each Council Member shall each appoint one (1) Board Member. Each Member shall serve during his term at the pleasure of the Council Member who appointed him/her to the board. The membership of the Board shall be selected from interested residents. The Board Members shall serve for a six-month term from February 2026 through July 2026.

Section 5: The Council shall announce its Board Member appointments and the Council Liaison at a public meeting, in accordance with the Town's policy concerning Board appointments.

Section 6: The Public Safety and Traffic Committee shall be governed in accordance with Resolution No. 2007-023, as may be amended from time to time. The Committee shall meet as often as the Committee deems necessary. The Committee shall submit, at a minimum, quarterly reports for review by the Town Administrator, which will be presented to the Town Council.

Section 7: Effective Date. This Resolution shall be effective immediately upon its passage.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 11th day of December, 2025, on a motion by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.106.2025

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Public Safety and Traffic Committee

Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Ed Gonzalez		Russell Muniz	Council Member Allbritton	0	5	Yes
Walt Butler				0	5	Yes
Rick Conrad				0	5	Yes
Mike Green				0	5	Yes
Pablo Ismael	Appointed in March			1	5	Yes
At Large:	N/A					