



Southwest Ranches Town Council

REGULAR MEETING Agenda of February 12, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

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

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

Ordinance - 2nd Reading

8. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING SECTION 3.4 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Approved on first reading January 22, 2026}**

Ordinance - 1st Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED**

“NOISE” OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS TO DEFINE CONSTRUCTION HOURS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Resolutions

- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT NATIONAL SERVICES, INC. (WMNS, INC.) IN THE AMOUNT OF FIFTY-NINE THOUSAND EIGHT HUNDRED AND FORTY-ONE DOLLARS AND ZERO CENTS (\$59,841.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. {Tabled from January 22, 2026}**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 5500 SW 145TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.**
- 13. Approval of Minutes**
 - a. November 20, 2025 Regular Meeting Minutes**

14. Adjournment

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



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

Town Council
Steve Breitreuz, 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 Breitreuz and Town Council
VIA:
FROM: Russell C. Muñiz, Town Administrator
DATE: 2/12/2026
SUBJECT: Non-Native Species Protection Act

Recommendation

Town Council consideration to approve this Ordinance on second reading.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

Due to the exotic pet trade many non-native species have been introduced to the Florida environment. These species wreak havoc on Florida's ecosystems and natural habitats by preying on native species or competing with them for food resources. A recent study led by University of Florida scientists identified one hundred (100) vertebrate species that have invaded Florida's natural environment with many of them causing devastating effects on Florida's delicate ecosystem. Many of these non-native species are considered a nuisance that cause damage such as the Nile Crocodile, Burmese Python, Nile Monitor, and Green Iguana, while some are less destructive and have become accepted members of the Florida natural environment including Egyptian Geese, Muscovy Ducks, and Peafowl. Florida Statutes offers no protection against the killing of non-native species on public property so long as they are killed humanely. Recently several Muscovy Ducks were killed along a Southwest Ranches

canal; and last year more than 30 Egyptian Geese were killed in Cooper City.

The Town seeks to create a distinction as to which non-native species may be killed humanely and offer protection to other non-native species that pose no significant threat to Florida's ecosystem. Any person found to kill non-native species outlined in Section 3.4 of the Code of Ordinances subjects any violators to prosecution in accordance with State law. The Town of Southwest Ranches ("Town") finds extreme importance in protecting its animal community. To help prevent the killing of protected non-native species, the Town Council desires to establish its own non-native Species Protection Act, where it will seek the maximum penalties allowed by law if such a violation ever occurs in the Town.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	1/29/2026	Backup Material
Ordinance Second Reading - TA Approved	2/5/2026	Ordinance

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, CREATING SECTION 3.4 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
{Approved on first reading January 22, 2026}

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).

The ordinance is intended to protect specific non-native species of animals that have been harmed in our Town in the recent past.

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.

The regulatory costs are unknown at this time as costs will only be incurred if violations occur. If violations occur, code violation fees may be assessed.

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:

N/A

ORDINANCE NO. 2026-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING SECTION 3.4 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "NON-NATIVE SPECIES PROTECTION ACT"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, due to the exotic pet trade many non-native species have been introduced to the Florida environment; and

WHEREAS, these species wreak havoc on Florida's ecosystems and natural habitats by preying on native species or competing with them for food resources; and

WHEREAS, a recent study led by University of Florida scientists identified one hundred (100) vertebrate species that have invaded Florida's natural environment with many of them causing devastating effects on Florida's delicate ecosystem; and

WHEREAS, many of these non-native species are considered a nuisance that cause damage such as the Nile Crocodile, Burmese Python, Nile Monitor, and Green Iguana, while some are less destructive and have become accepted members of the Florida natural environment including Egyptian Geese, Muscovy Ducks, and Peafowl; and

WHEREAS, Florida Statutes offers no protection against the killing of non-native species on public property so long as they are killed humanely; and

WHEREAS, recently several Muscovy Ducks were killed along a Southwest Ranches canal; and last year more than 30 Egyptian Geese were killed in Cooper City; and

WHEREAS, the Town seeks to create a distinction as to which non-native species may be killed humanely and offer protection to other non-native species that pose no significant threat to Florida's ecosystem; and

WHEREAS, any person found to kill non-native species outlined in Section 3.4 of the Code of Ordinances subjects any violators to prosecution in accordance with State law; and

WHEREAS, the Town of Southwest Ranches ("Town") finds extreme importance in protecting its animal community; and

WHEREAS, to help prevent the killing of protected non-native species, the Town Council desires to establish its own Non-Native Species Protection Act, where it will seek the maximum penalties allowed by law if such a violation ever occurs in the Town.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Council.

Section 2. That a Section to the Town's Code entitled "Non-Native Species Protection Act" is hereby created to read as follows:

Section 3.4
Non-Native Species Protection Act.

A. In accordance with Section 828.12, Florida Statutes, as may be amended from time to time, a person who torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, in a cruel or inhumane manner, commits animal cruelty, and is a misdemeanor of the first degree.

B. As Florida Statutes offers no protections to non-native species killed humanely, the Town desires to offer protection to certain specific non-native species from being killed on public property.

C. The following non-native species only are offered such protection: Egyptian Geese, Muscovy Ducks, and Peafowl.

D. A violation of this Section presents a threat to the health, safety, and welfare of our animal environment. The Town has found that a violation of this Section causes irreparable or irreversible harm, and as such, a violation of this Section shall be prosecuted to the fullest extent and in accordance with the highest civil penalties and maximum sentence afforded by law.

Section 3. Inclusion in the Code. This Ordinance shall be codified and included as part of the Town's Code of Ordinances. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. 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 5. 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 6. Effective Date. That this Ordinance shall become effective upon adoption on second reading.

PASSED ON FIRST READING this 22nd day of January 2026, on a motion by Council Member Kuczenski and seconded by Council Member Hartmann.

PASSED ON SECOND READING this _____ day of February 2026, on a motion made 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, Town Attorney
1001.2026.009

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

Town Council
Steve Breitreuz, *Mayor*
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 Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 2/12/2026
SUBJECT: Ordinance amending Code to state construction hours

Recommendation

Town Council consideration to approve the Ordinance on first reading.

Strategic Priorities

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

Background

Pursuant to Ordinance 2020-006 adopted on July 9, 2020, the Town Council of the Town of Southwest Ranches created Chapter 9 of the Code of Ordinances, entitled “Noise”, in order to establish standards for the acceptable levels of noise to protect the quiet enjoyment of the Town. Within Chapter 9, Section 9-5 delineates several exemptions. One such exemption provides that hours for noise from Construction shall be defined by the Town’s Code, however, currently no section of the Town’s Code defines the hours for construction noise.

The Town Council finds that the amendment to the Code contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town’s residents.

Fiscal Impact/Analysis

Staff Contact:

Kathryn Sims, Deputy Town Administrator

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	2/6/2026	Backup Material
Ordinance First Reading - TA Approved	2/6/2026	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



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Title of proposed ordinance:

ADOPTION OF AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS TO DEFINE CONSTRUCTION HOURS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section A

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

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

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

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

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

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

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

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

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

N/A

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

ORDINANCE NO. 2026-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS TO DEFINE CONSTRUCTION HOURS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2020-006 adopted on July 9, 2020, the Town Council of the Town of Southwest Ranches created Chapter 9 of the Code of Ordinances, entitled "Noise" in order to establish standards for the acceptable levels of noise to protect the quiet enjoyment of the Town; and

WHEREAS, within Chapter 9, Section 9-5 delineates several exemptions; and

WHEREAS, one such exemption provides that hours for noise from Construction shall be defined by the Town's Code; and

WHEREAS, currently no section of the Town's Code defines the hours for construction noise; and

WHEREAS, the Town Council finds that the amendment to the Code contained herein is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents.

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

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

SECTION 2. Amendment. Chapter 9, Section 9-5 "Exemptions" of the Code of Ordinances of the Town is hereby amended as follows:

Sec. 9-5. - ***Exemptions.***

The provisions of section 9-3 shall not apply at any time to:

- (1) Motor vehicles legally operating on a public right-of-way;
- (2) The unamplified human voice;
- (3) Any noise generated by new products or interstate motor and rail carrier

vehicles to the extent that local regulation of noise levels of such new products and interstate motor and rail carrier vehicles has been preempted by the Noise Control Act of 1972 (49 U. S. C. Section 4901 et seq.) or other applicable federal laws or regulations;

- (4) Farming equipment;
- (5) Any noise generated by the movement of aircraft in accordance with or pursuant to applicable federal laws or regulations;
- (6) Maintenance and installation of public service utilities;
- (7) Noise generated for the purpose of alerting persons to the existence of an emergency or noise generated in the performance of emergency work;
- (8) Any noise generated by any noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way pursuant to lawful authority; and
- (9) Any noise generated by the operation or testing of engines, landscaping equipment, generators, pumps, mechanical equipment, construction tools, emergency equipment or similar noises that are common to residential properties;
- (10) Refuse collection;
- (11) Residential and/or Commercial Construction as long as it occurs between the hours of 7 a.m. and 7 p.m. ~~in accordance with the construction hours set forth in the Town Code;~~
- (12) Any noise generated on a Town owned property, which is authorized by the Town;
- (13) Any noise generated by the Town or by a Town event;
- (14) Farm animals;
- (15) Home workshops in accordance with the construction hours set forth in the Town Code; and Any special event that has been approved by the Town.
- (16) Any special event that has been approved by the Town.

SECTION 3. Severability. Should any section or provision of this Ordinance or any

portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

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

PASSED ON FIRST READING this __ day of __, 2026 on a motion made by __ and seconded by __.

PASSED ON SECOND READING this ___ day of __, 2026 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2026.016

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 2/12/2026
SUBJECT: Ordinance amending Code on Outdoor Assembly

Recommendation

Town Council consideration to approve the Ordinance on first reading.

Strategic Priorities

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

Background

The ULDC establishes a definition for a permissible assembly within Section 035-080(D) and provides for a permit process, subject to Town approval, to allow for assemblies that exceed the intended standards. The Town has received numerous complaints from residents relating to indoor and outdoor assemblies that have obtained permits but still disturb their quality of life, and impact their farm animals either through no notification of said assembly or noise disturbance.

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

of the public health, comfort, safety, and welfare. The Town has the power and authority to enact this Ordinance under State Law, the Florida Constitution, as well as controlling case law of the State of Florida.

Fiscal Impact/Analysis

Applicants requesting an Outdoor Assembly Permit will be required to pay One Hundred Dollars (\$100.00) to cover the cost associated with the new notification requirements.

Staff Contact:

Kathryn Sims, Deputy Town Administrator
Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Form	2/6/2026	Backup Material
Ordinance First Reading - TA Approved	2/6/2026	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



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Title of proposed ordinance:

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

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

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
 - The proposed ordinance relates to the issuance or refinancing of debt;
 - The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
 - The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
 - The proposed ordinance is an emergency ordinance;
 - The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
- 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).

This ordinance allows for the ensurance of notifications to residents affected by outdoor assemblies that may have amplified noise.

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.

While not intended for businesses, this ordinance allows for the zoning fee schedule to be amended to include a \$100 fee for notifications.

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

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

The zoning fee schedule will be amended to include a \$100 fee for notifications.

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:

A fee to include labor, printing, and miscellaneous processes was calculated to be \$100.

ORDINANCE NO. 2026-XXX

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

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

WHEREAS, the Town has received numerous complaints from residents relating to indoor and outdoor assemblies that have obtained permits but still disturb their quality of life, and impact their farm animals either through no notification of said assembly or noise disturbance; and

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

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

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

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

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

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

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

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

. . . .

- (E) *Permit submittal requirements.* To apply for an amplified assembly permit, a property owner or permanent resident of the premises shall submit an application to the Town no later than fifteen (15) business days prior to a proposed gathering, detailing at a minimum:
- (1) The proposed date of the gathering;
 - (2) The anticipated number of persons that will be in attendance;
 - (3) Whether there will be any live entertainment or temporary structures;
 - (4) Where the vehicles of attendees will be parked;
 - (5) The cause and extent of the amplified noise;
 - (6) The proposed hours during which the gathering will occur, which in no event can exceed four hours or extend beyond 11:00 p.m.;
 - (7) Any other information stipulated on the application form; and,
 - (8) Any fee and/or deposit that the town council may establish by resolution.
 - (9) ~~Acknowledgement Reimbursement~~ by the applicant to the Town that they shall notify for the notification to all adjacent property owners by ~~U.S. mail, or signed petition,~~ hand delivery including those directly across a canal or roadway, at least ten (10) calendar days prior to the event.
 - (10) That the applicant posts the issued permit in a conspicuous place that is visible from the street.
 - (11) Acknowledgement by the property owner that they shall not allow their guests to park on the Town Right-of-Way.
 - (12) In the event that an applicant desires to utilize the swale parking the Town may authorize the use of same provided that the Town finds that such parking will not create a life safety issue and provided that the resident provides the Town with insurance as approved by the Town listing the Town as an additional insured.

- (13) The permittee shall work with the Town to establish a circumference ring that extends five hundred (500) feet from the edge of the property. The Town shall then delineate the property addresses of all properties that are contained, in whole or in part, within that circumference ring. This ring shall be known as the "affected area". The permittee, in its application, shall provide evidence of its plan to mitigate and to limit the sound being emanated and the steps being taken to avoid impacts beyond the "affected area". As part of the notice provision contained herein, the "affected area" property owners shall be provided written notice advising them that they are within the "affected area" and the steps that the permittee is taking to limit impacts. The permittee shall stipulate and agree in its application that it will not allow noise, sound, or vibration, to extend beyond the "affected area". If noise, sound, or vibration, is audible to a ~~Town representative~~ police officer or code compliance officer, using a plainly audible standard, outside of the "affected area" the permittee shall be told to immediately lower its noise to an acceptable level. Failure to do so, or failure to keep the noise level at an acceptable level, shall be documented and shall subject the permittee to a violation of this Code.

SECTION 3. Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional or invalid, the invalidity thereof shall not affect the validity of any of the remaining portions of this Ordinance.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
{SIGNATURE PAGE FOLLOWS}**

PASSED ON FIRST READING this 12th day of February, 2026 on a motion made by ___ and seconded by ___.

PASSED ON SECOND READING this ___ day of ___, 2026 on a motion made 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
1001.2026.015



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

Town Council
Steve Breitreuz, Mayor
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 Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 2/12/2026
SUBJECT: Resolution approving WMNS for Zero Waste Consulting Services

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- E. Cultivate a Vibrant Community

Background

Through the recommendation of the Zero Waste Advisory Board, the Town Council of the Town of Southwest Ranches has authorized staff to seek Zero Waste Consulting Services to develop a Zero Waste Plan and assist in the strategic planning of zero waste initiatives within the Town.

The Town advertised Request for Proposals RFP 25-22 for a Zero Waste Consultant on September 18, 2025 and six proposals were received.

The Selection Committee, comprised of three staff members and one Southwest Ranches

resident, met on November 12, 2025, and ranked WMNS, Inc. as the top proposer.

At the January 22, 2026 meeting, the Town Council tabled the item so that they may hear presentations from the short-listed firms. WMNS, Inc. and Abbe & Associates, LLC (DBA Zero Waste Associates) will present. Clearesult Consulting Inc. (DBA CLEAResult Energetics, LLC) declined the opportunity to present. The Proposer Ranking Summary is attached.

Fiscal Impact/Analysis

Town Staff negotiated with WMNS, Inc. on terms and pricing. After negotiations, the proposal submitted by WMNS, Inc. totals \$59,840.00.

This expenditure has been included in the adopted FY 2025-2026 Town Budget from appropriated fund balance and budgeted within account 001-1000-511-34100 (other contractual services).

Staff Contact:

Russell C. Muñiz, Town Administrator
Kathryn Sims, Deputy Town Administrator
Christina Semeraro, Purchasing Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/9/2026	Resolution
Agreement with WMNS, Inc.	1/8/2026	Agreement
Selection Committee Ranking Sheet	1/8/2026	Backup Material

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH WASTE MANAGEMENT NATIONAL SERVICES, INC. ("WMNS, INC.") IN THE AMOUNT OF FIFTY-NINE THOUSAND EIGHT HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$59,840.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through the recommendation of the Zero Waste Advisory Board, the Town Council of the Town of Southwest Ranches has authorized staff to seek Zero Waste Consulting Services to develop a Zero Waste Plan and assist in the strategic planning of zero waste initiatives within the Town; and

WHEREAS, the Town advertised Request for Proposals RFP 25-22 for a Zero Waste Consultant on September 18, 2025; and

WHEREAS, the Town received six (6) responses on October 9, 2025; and

WHEREAS, the Selection Committee met on November 12, 2025, and ranked WMNS, Inc. as the top proposer; and

WHEREAS, after negotiations the proposal submitted by WMNS, Inc. totals Fifty-Nine Thousand Eight Hundred and Forty Dollars and Zero Cents (\$59,840.00); and

WHEREAS, this expenditure has been included in the adopted FY 2025-2026 Town Budget from appropriated fund balance and budgeted within account 001-1000-511-34100 (other contractual services); and

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

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

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

Section 2. The Town Council hereby approves an Agreement with Waste Management National Services, Inc. in the amount of Fifty-Nine Thousand Eight

Hundred and Forty Dollars and Zero Cents (\$59,840.00) for zero waste consulting services, 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 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 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 _____, 2026 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 Poliakoff, Town Attorney
1001.001.2026

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

Waste Management National Services, Inc.

FOR

**ZERO WASTE CONSULTANT
RFP NO. 25-22**

**AGREEMENT FOR
ZERO WASTE CONSULTANT
RFP NO. 25-22**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this _____ day of _____, 2026, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and Waste Management National Services, Inc. (hereinafter referred to as “Consultant”).

WHEREAS, the Town desires to contract for Consultant Services to provide professional services related to the Zero Waste initiatives (the “Project”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-22 on September 18, 2025; and

WHEREAS, six (6) proposals were received by the Town on October 15, 2025; and

WHEREAS, a Selection Committee appointed by the Town Administrator convened on November 12, 2025 and ranked the firms in accordance with the selection criteria stated in the RFP document, ranking Waste Management National Services, Inc. number one; and

WHEREAS, the Town has adopted Resolution No. 2026- ____ at a public meeting of the Town Council approving the recommended award and has selected Waste Management National Services, Inc. for award of the Project; and

WHEREAS, Consultant’s negotiated Proposal and final Scope of Work is attached to this Contract as Exhibit “B” and made a part hereof.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Consultant agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Consultant’s negotiated Proposal and Scope of Work, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Consultant’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Consultant shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Consultant shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

practices for consultant services and all applicable codes, ordinances, rules, laws and regulations governing the Work.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Consultant agree that Consultant shall perform all Work under this Contract for:
ZERO WASTE CONSULTANT (RE-ISSUE)
RFP NO. 25-22
- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Consultant shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Consultant is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Consultant to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Consultant waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Consultant, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The term of the contract shall commence upon full execution and continue through completion and acceptance of the deliverables set forth in Exhibit “B”, in accordance with the project timeline.

At the mutual written agreement of Town and Consultant, the contract may be extended for additional services, including potential implementation support for up to three (3) years with the option to renew it for an additional three (3) years. Reference Hourly rates provided in Exhibit “B”. Hourly rate adjustments during any renewal term shall be subject to mutual agreement and shall not exceed three percent (3%) or the Consumer Price Index (CPI), whichever is less.

Section 3: Compensation & Method of Payment

- 3.1 Consultant shall render all Work to the Town under the Contract for not to exceed amount of \$59,840.00 (fifty-nine thousand eight hundred forty dollars and zero cents) (“Contract Price”).
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Consultant shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Consultant in accordance with the

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.

- 3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice. For clarification, monthly invoices shall reflect only the actual hours worked and services performed during the billing period, supported by detailed time records acceptable to the Town. Under no circumstances shall the Consultant be entitled to payment for hours not worked, nor any portion of the Contract Price not earned through verified performance.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A monthly payment invoice must be accompanied by written statement from the Consultant confirming the status of the Work completed during the billing period. Consultant's obligation to perform the Work in accordance with the Contract Documents and all approved deliverables, schedules, and standards of care shall be absolute. The Town may withhold or refuse payment if (a) the Work or any deliverable is deficient, incomplete, or requires correction, (b) the Town reasonably determines that corrective action is required due to Consultant's performance, or (c) claims, demands, or other items have been asserted against the Town in connection with Consultant's performance entitling the Town to setoff the amount due. No payment shall be made for corrective services required to remedy deficient Work, for services outside the scope of the Contract Documents, or for any additional services performed without the Town's prior written authorization.

Section 4: Assignment

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

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Consultant shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.

5.3 All Insurance Policies shall name and endorse the following as an additional insured:

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

5.4 All Insurance Policies shall be endorsed to provide that (a) Consultant’s insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Consultant’s insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer’s limit of liability. Self-insurance by Consultant shall not be acceptable for providing the required insurance coverages of this Contract.

5.5 If Consultant fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Consultant shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.

5.6 Consultant shall carry the following minimum types of insurance:

- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Consultant shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Consultants, products and/or

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

completed operations for contracts, contractual liability, , broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

5.7 Consultant shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Consultant's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or material change in coverage. Notice shall be sent to:

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

And

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

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

5.10 If any of Consultant's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Consultant shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of Consultant's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town prior to the date of their expiration, and the Town shall be an additional insured by endorsement on all of Consultant's applicable renewal policies.

5.13 **UPON EXECUTION OF THIS CONTRACT, CONSULTANT SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING**

THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONSULTANT’S WORK UNDER THE CONTRACT.

- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter’s rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Consultant shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which the Town is named as an additional insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Consultant’s obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Consultant warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Consultant agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Consultant agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

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

Section 9: Indemnification

To the fullest extent permitted by Florida law, Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant and persons employed or utilized by Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible. Notwithstanding any other provisions of this Contract,

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

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

Section 11: Sovereign Immunity

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

Section 12: Prevailing Party Attorneys' Fees

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

Section 13 No Third Party Beneficiaries

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

Section 14: Funding

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

Section 15: Manner of Performance

Consultant agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Consultant agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Consultant agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Consultant further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect

TOWN OF SOUTHWEST RANCHES, FLORIDA
ZERO WASTE CONSULTANT
RFP NO. 25-22 (RE-ISSUE)

during the term of this Contract. Consultant represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Consultant to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

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

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

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

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL:

DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.
- C. **Termination for Cause.** In the event of a material breach by Consultant or the Town, the non-breaching party shall provide the other party written notice of its material breach. The party in breach shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If party in breach does not cure the material breach within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include, but are not limited to, (1) Consultant's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, or failure to supply sufficient work forces, or (2) a party's (i) violation of State or Federal laws, (ii) violation of the Town's policies and procedures, or (iii) violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Consultant for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Consultant with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario.

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In the event that the Town elects to terminate Consultant for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Consultant shall solely be paid and Consultant's damages are solely limited to the compensation Consultant would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Consultant's violation of the Public Records Act;
2. Consultant's insolvency, bankruptcy or receivership;
3. Consultant's violation or non-compliance with Section 10 of this Contract;
4. Consultant's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Consultant's violation of Section 18 of this Contract.

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

Section 18: Public Entity Crimes Information Statement

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

Section 19: Change Orders and Modification of Contract

The Town and Consultant may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Consultant, with the same formality and of equal dignity associated with the original execution of the Contract. **Consultant must comply with the Town's established change order process. No change in price, scope, or time will be effective unless submitted and approved in strict accordance with the Town's internal change order procedure and Florida Statutes. Per Florida Statutes § 218.755, (effective July 1, 2025) the Town is required to approve or deny conforming change order quotes within thirty (30) days of receipt. Any work performed outside of this process shall be at the Consultant's sole risk and expense.**

Section 20: No Waiver of Rights

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

Section 21: Jurisdiction and Venue

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

Section 22: WAIVER OF RIGHT TO JURY TRIAL

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

Section 23: Gender

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

Section 24: Time is of the Essence

Time is of the essence for all of Consultant’s obligations under this Contract.

Section 25: Days

The terms “days” as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

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

Section 27: No Amendment or Waiver

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

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more

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of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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

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

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Consultant and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

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

If to the Town:

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

With a copy to:

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

If to Consultant:

Waste Management National Services, Inc.
Esi Langston
800 Capitol St.
Suite 3000
Houston, TX 77002

With a copy, which shall not constitute notice, to:
WM Legal Department
800 Capitol St.
Suite 3000
Houston, TX 77005

Section 31: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Consultant and all persons or entities employed or otherwise retained by Consultant are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of the Town and shall be delivered by Consultant to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Consultant shall be withheld until all documents are received by the Town as provided herein. Notwithstanding the foregoing, the Town acknowledges that the Consultant, in providing the Work, services, and deliverables under this Agreement, may incorporate templates, techniques, recommendations and protocols which are collectively pre-existing Consultant knowledge, and that Consultant reserves the right to utilize the same (including modifications thereof) in third party projects or otherwise in Consultant's ordinary course of business currently or in the future.
- B. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.

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C. Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Contract. Consultant agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

D. Contingency Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

E. Materiality and Waiver of Breach. The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

F. Joint Preparation. The Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

G. Drug-Free Workplace. Consultant shall maintain a drug-free workplace.

H. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

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- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- K. Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's EVerify System to verify the employment eligibility of: 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Southwest Ranches. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches; and 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- L. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
- M. Ethics Compliance.** Consultant shall comply with all applicable provisions of Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), as amended from

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time to time. Consultant acknowledges and agrees that compliance with these provisions is a material requirement of this Agreement. Any violation of Chapter 112 may be grounds for termination of this Agreement and may subject the Consultant to such penalties as provided by law.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: Waste Management National Services, Inc. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2026.

WITNESSES:

Christine Liche
Martin Manuik

CONSULTANT:

By: 
ERIC DIXON
VICE PRESIDENT
Title:

6 day of JANUARY 2026

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
____ day of _____, 2026

By: _____
Russell Muñiz, Town Administrator
____ day of _____, 2026

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.002.2026

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Exhibit “B”

Final SOW

Work Plan: Phase I

Our WM Advisory Services team equips local governments with unique expertise and tools to design and drive impactful environmental programs. We support the creation of materials management and sustainability strategies, policy development, communications and reporting, data analysis, and stakeholder engagement which can be integrated with your existing WM services.

Achieving zero waste is an ambitious and commendable goal. It also depends heavily on individual behaviors and choices, which are ultimately beyond a municipality's direct control. That said, local governments play a vital leadership role in moving communities toward zero waste. Through thoughtful policies, investments in infrastructure, community engagement, and support for innovation, municipalities can shape the systems and culture that make significant progress possible. If engaged, the Advisory Services team will coordinate with the Town to review the community's zero waste goals and collaborate on a comprehensive, tailored Zero Waste Plan based on the community's priorities.

Please note that the timelines listed below are estimates based on the Town's ability to respond in a timely fashion to requests for data and support (e.g., furnishing commercial solid waste/recycling data, etc). Project phases build on one another; therefore, a delay in one phase can impact the delivery of subsequent phases of work. All deliverables outlined below are priced to include one round of revisions.

Task 1: Discovery and Current State Analysis (Weeks 1-4)

The project will begin with a detailed review of the Town's current waste generation, diversion, and disposal practices across all land use types. This includes:

- Review of WM and third-party data (e.g., non-WM commercial solid waste/recycling data) limited to available tonnages and material categories, and waste diversion by land use type, with analysis dependent on the completeness of information provided.
- Conducting a high-level review of existing solid waste contracts current Town materials, and any relevant policies or strategic plans (including the SWA Master Plan).
- Targeted stakeholder discussions with key Town staff and representatives from major waste generating sectors, and the Town's Zero Waste Advisory Board (Advisory Board).
- Basic peer scan of up to 2 comparable communities to identify generally applicable practices.
- High-level identification of any apparent gaps or operation constraints affecting current waste handling and diversion efforts, policy and program limitations/gaps, inefficiencies, public engagement opportunities, and infrastructure needs.
- A visual waste assessment with volumetric estimates of the Town's baseline waste composition.
 - The assessment will include evaluation of a sample of the Town's Municipal Solid Waste (MSW) stream.
 - An auditor will open bags and remove the contents from a representative sample of residential MSW collected from one collection vehicle on a representative collection day.
 - The sample will be photographed and visually categorized by potential diversion type by volume.

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- This exercise will provide directional information on types/amounts of divertible materials present in the waste stream.

Analytical Methods:

- Use material flow analysis and waste composition data to establish baseline performance.
- Calculate current diversion rates, per capita generation, estimated diversion potential, and sector specific waste profiles.

Deliverable: Summary report of current state and comparative analysis of peer communities

Price for Task 1: \$15,109 Hours: 146

Task 2: Zero Waste Initiative Development (Weeks 4-9)

Using findings from Task 1, we will identify and assess up to five zero waste initiatives that would be expected to meaningfully reduce the Town’s MSW tonnage. This includes: Evaluating program enhancements and recommending new management strategies (e.g., organics diversion, reuse centers, etc.).

Profiling each initiative’s expected benefits, potential estimated costs, and a high-level implementation plan.

Recommending associated outreach strategies and engagement campaigns.

Analytical Methods:

Use a decision matrix to prioritize initiatives based on feasibility, cost-effectiveness, environmental benefit, and community impact.

Apply lifecycle thinking and EPA’s Waste Management Hierarchy to support initiative selection.

Deliverable: Summary report with initiative profiles

Price for Task 2: \$8,055 Hours: 85.5

Task 3: Community Engagement (Weeks 6-12)

We believe that meaningful community engagement is essential to the success of any zero waste initiative. Our approach centers on inclusivity, accessibility, and transparency, ensuring that all community members—especially those from historically underrepresented groups—have the opportunity to shape the Town’s future waste and sustainability policies. Activities include: Designing a stakeholder outreach and education strategy, including resident activations (e.g., recycling education campaigns and/or contests).

Hosting 2 public meetings with interactive facilitation to include community stakeholders, Town Council, and the Zero Waste Advisory Board.

Public Meeting #1: Community Priorities Workshop

Purpose: Introduce the project to the community, share findings to date, and ascertain community priorities.

Format: 1-hour workshop including:

Short presentation on the Town’s current waste system and key challenges

Interactive stations where residents respond to prompts:

“What matters most to you?” (e.g., lowering costs, reducing litter, improving recycling convenience)

“What waste issues do you see in your neighborhood?”

“What barriers prevent you from recycling/composting/disposing properly?”

Real-time polling (sticky dot voting)

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Collection of qualitative feedback (what frustrates residents about waste services, what they're willing to change, what they're not)

Outcome: A ranked list of community priorities + perceived barriers + resident-identified opportunities.

Public Meeting #2: Tradeoffs and Feedback on Potential Strategies

Purpose: Present potential strategy paths and gather input on feasibility, community acceptance, and tradeoffs.

Format: 1-hour workshop including:

Presentation of draft Zero Waste Initiatives, not final policies (e.g., "bulk waste options," "recycling education options," "food waste strategy options," etc.)

Pros/cons and cost considerations

Residents provide input on:

Strategies that feel most realistic/feasible

Mechanisms that would most encourage participation

Concerns related to presented options

Feedback boards where residents mark:

"Support / Concern / Need More Information"

Identification of equity considerations (who benefits, who is burdened)

Output: A refined understanding of community-supported strategies, concerns, and potential barriers to implementation.

Design and develop a community-wide survey in collaboration with the Town; contractor to create the survey and provide a distribution link for Town use.

Analysis of the community-wide survey results.

One virtual presentation of engagement results to Town staff and Zero Waste Advisory Board.

Synthesizing community input into actionable insights, policy recommendations, and potential program approaches.

Deliverables: Community Engagement Plan and Summary Report presented virtually to staff and Zero Waste Advisory Board

Price for Task 3: \$16,390 Hours: 146

Task 4: Policy Exploration and Funding Scan (Weeks 6-12)

We will identify potential policy tools and funding mechanisms that may support implementation of the Town's future Zero Waste Plan, incorporating preliminary community and stakeholder feedback gathered to date. This includes summarizing relevant policy models used in peer communities and conducting a scan of available grants.

Deliverables: Policy Summary Report

Price for Task 4: \$4,086 Hours: 44

Task 5: Zero Waste Plan Development (Weeks 12-24)

Following the completion of all preceding tasks, we will develop a comprehensive Zero Waste Implementation Plan that synthesizes findings, community input, and strategic recommendations into a clear, actionable roadmap. The plan will be designed to support short-, medium-, and long-term progress toward a zero waste future and include measurable goals, timelines, policy recommendations, and funding pathways (as available/outlined in Task 4).

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We will ensure that the Plan is accessible to both technical and non-technical audiences and includes actionable guidance for implementation across Town departments and the broader community. We will provide one presentation of the final plan at a mutually agreeable time to Town staff, elected officials, and the Zero Waste Advisory Board.

Key elements of the plan will include:

Defined goals and key performance indicators (KPIs) for short-, medium-, and long-term actions
 Timeline for the implementation of identified initiatives, responsible parties and partners, and budget considerations.

Deliverables: Draft Zero Waste Plan (for Town review and comment); Final Zero Waste Plan; Combined presentation to staff, Council, and Zero Waste Advisory Board

Price for Task 5: \$16,200 Hours: 156

TOTAL PRICE FOR PHASE 1: \$59,840

Phase II

In the event Phase II is activated by the Town, the below Hourly rates will apply:

2) Provide an hourly rate for additional as-needed consultant services not included in Phase I.

A breakdown of fully-burdened hourly costs for additional support services not outlined in Phase I is detailed below. Please note that the below rates do not include travel costs.

<u>Title</u>	<u>Function</u>	<u>Hourly Rate</u>
Analyst	Administrative, research, data analysis/synthesis, QA/QC, other support tasks as needed	\$110.00
Associate	Client point of contact. Prepares reports, delivers presentations, facilitates meetings, responds to client requests, maintains project momentum	\$130.00
Manager	Provides strategic thought partnership and guidance. Completes final deliverable reviews	\$160.00



**RFP No. 25-22 Zero Waste Consultant - Reissue
 Selection Committee - Proposer Ranking Summary
 November 12, 2025**

The Selection Committee recommends negotiation of an agreement in the following shortlisted order until a successful agreement is reached and presented to Town Council for final approval:

	SCM#1	SCM#2	SCM#3	SCM#4	Totals	Rank	
Abbe & Associates, LLC dba Zero Waste Associates	2	2	4	1	9	2	Shortlisted
The Balmoral Group	6	5	6	5	22	5	
Clearesult Consulting Inc. dba CLEAResult Energetics LLC	4	4	1	2	11	3	Shortlisted
Diversion Designers, LLC	3	3	3	4	13	4	
Raftelis Financial Consultants, Inc.	5	6	5	6	22	5	
Waste Management National Services, Inc.	1	1	2	3	7	1	Shortlisted

The Selection Committee applied ordinal ranking with tie handling. Two firms received identical scores and were both ranked 5th. In accordance with standard practice, no 6th place was assigned. This method ensures consistency and fairness in evaluating cumulative rankings across multiple evaluators. The top three ranked proposers were shortlisted, consistent with the Town's stated intent.

Facilitator Name: Christina Semeraro 
 Facilitator Title: Procurement Officer

11/12/25
 Date



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: 2/12/2026
SUBJECT: 5500 SW 145th Avenue Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Denise Lujó (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 5500 SW 145th Avenue (Thoroughbred Lane). The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 5500 SW 145th Avenue, provided that no further expansion of service shall be permitted

without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/15/2026	Resolution
Exhibit "A"	2/5/2026	Exhibit
Water Agreement	2/5/2026	Agreement
Utility Systems Map	2/6/2026	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 5500 SW 145TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denise Lujo ("Owner"), has real property in the Town of Southwest Ranches, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 5500 SW 145th Avenue, provided

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

Section 3. A certified copy of this Resolution shall be provided to the City of 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 _____ 2026 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
1001.2026.007

Exhibit "A"

Address:

5500 Thoroughbred Lane
Southwest Ranches Florida 33330
ID # 5040 34 04 0010

Legal Description

THE LUJO PLAT 161-42 B PARCEL A

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WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: Denise Lijo
(NAME OF OWNER)

LOCATION: 5500 SW 145th Ave.

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

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and _____, an individual with a property address of _____, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, the PROPERTY is located in the TOWN; and

WHEREAS, OWNER desires to procure water service from the City of Sunrise for the PROPERTY; and

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

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

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

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

PART I - DEFINITIONS

- A. The term OWNER shall refer to the Contracting Party in this Agreement who has an ownership interest in the PROPERTY.

- B. The term PROPERTY refers to the real property described in Exhibit “A” attached to and incorporated into this Agreement.

PART II. - MUTUAL COVENANTS

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

TOWN shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on OWNER’S PROPERTY or water service lines within granted easements to utility provider pursuant to this Agreement.

B. EFFECTIVE DATE

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

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

Each consumer of water service on OWNER’S PROPERTY shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition.

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

D. SEVERABILITY

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

E. RECORDING OF AGREEMENT

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

conclusive evidence of the fact that the said owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

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

PART III - NOTICE

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

FOR THE OWNER

FOR THE TOWN OF SOUTHWEST RANCHES

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

PART IV - ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

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

[Handwritten signatures]

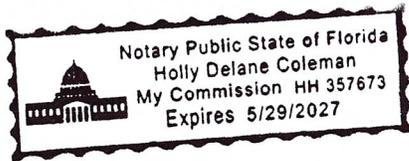
STATE OF FLORIDA)
COUNTY OF BROWARD) SS

BEFORE ME personally appeared Denise Lujo 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 Denise Lujo executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of Dec, 2025.

[Handwritten signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



OWNER

BY: Denise Lujo
DATE: 12/12/25

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____

MAYOR _____

DATE: _____

TOWN CLERK

Approved as to legal form:

TOWN ATTORNEY

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Exhibit "A"

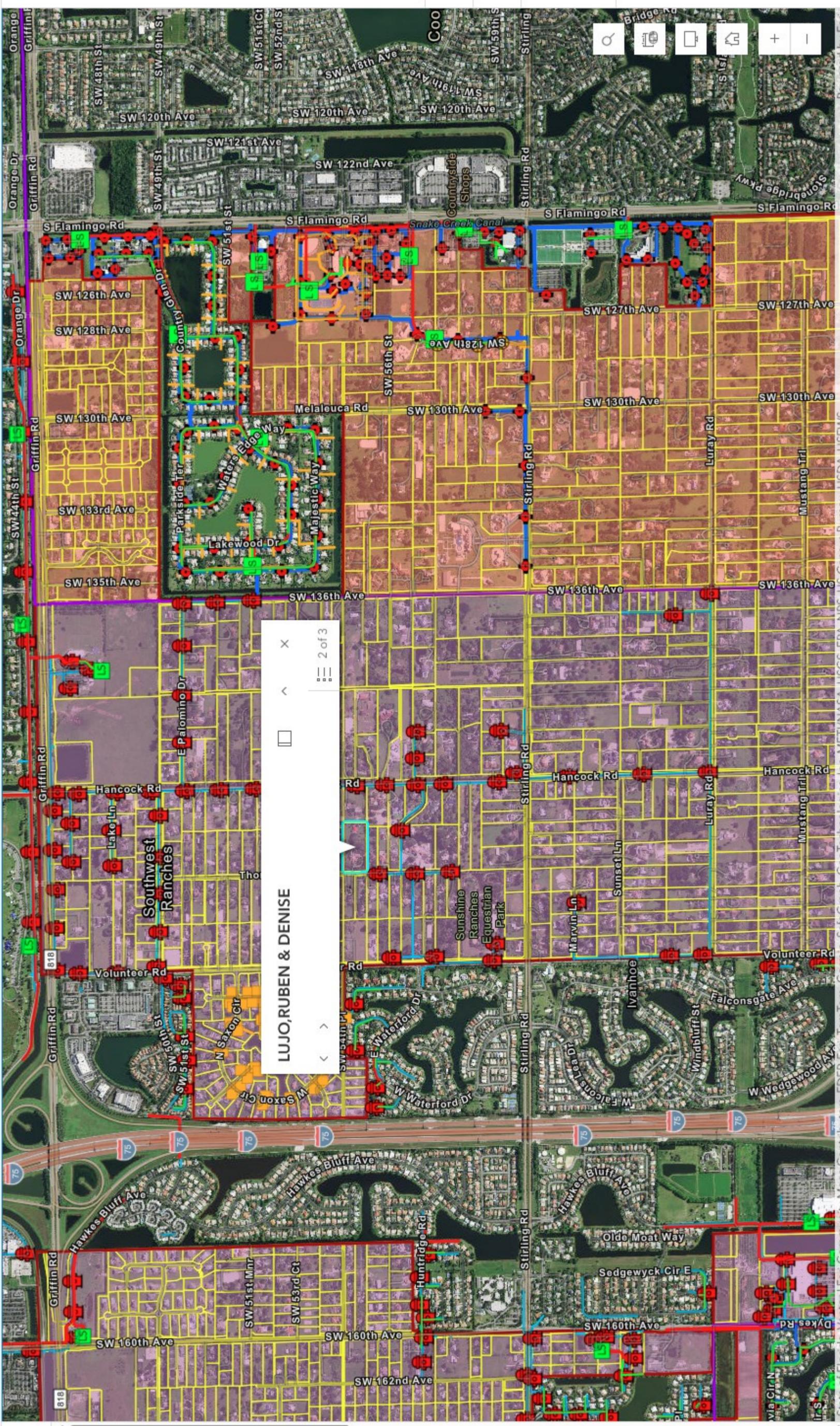
Address:

5500 Thoroughbred Lane
Southwest Ranches Florida 33330
ID # 5040 34 04 0010

Legal Description

THE LUJO PLAT 161-42 B PARCEL A

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Legend

- SWR Stormwater Structure
- SWR Stormwater Gravity Mains
- Pembroke Pines
- Pembroke Pines - Lift Station
- Pembroke Pines - Sewer Gravity Main
- Pembroke Pines - Sewer Pressure Main
- Pembroke Pines - Water Hydrants
- Pembroke Pines - Water Mains
- Sunrise
- Sunrise - Lift Stations
- Sunrise - Gravity Main

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

November 20, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Council Member Kuczenski attended telephonically.

Mayor Breitkreuz spoke about the passing of Rachel Green and asked for a moment of silence in her honor.

Selection of Vice Mayor

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

Town presented a proclamation that honored Kylin Reynolds for receiving the Girl Scout Gold Award.

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

MOTION: TO APPOINT COUNCIL MEMBER JABLONSKI AS VICE MAYOR.

4. Public Comment

The following members of the public addressed the Town Council: Carlos Cardoso.

5. Board Reports

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He discussed the district recycling contest, the Board's tour of the Sneaker Impact facility, and the podcast the Board participated in with members of Sneaker Impact. He talked about the new WM recycling facility opening soon and stated that the Board is trying to arrange Saturday tours of the facility for residents. Lastly, he said that the Board is looking forward to working with the Zero Waste Consultant once the item has been approved by Council.

Debbie Green spoke on behalf of the Schools and Education Board. She discussed the success of the Secret Garden tour around the Town and stated the Board raised almost enough money for

one scholarship from the tour. She talked about the Unity in Diversity 5k happening April 25, 2026, and said to be on the lookout for "Black Friday" registration deals.

6. Council Member Comments

Vice Mayor Jablonski thanked the Town Council for selecting him as Vice Mayor. He spoke about the following Town events:

- HAZMAT at the Barn on January 10, 2026
- The Holiday Lights Contest with the deadline to enter being December 4th, 2025
- FLOW Mobile event in Weston on December 3rd and provided the phone number of (954) 872-1770 to make an appointment.

He spoke about the passing of Ms. Green and stated that it was a huge loss for the Town. He announced that he is running for reelection in the November 2026 election. He reminded residents that Town Hall would be closed on Thanksgiving Day and the Friday afterwards. He provided an update on the Southwest Meadows Sanctuary Park and said that the roof of the pavilion was partially completed and that sod was down in some parts of the surrounding area.

Council Member Allbritton spoke about the Secret Gardens Tour hosted by the Schools and Education Advisory Board and stated that it was a wonderful event and that he was looking forward to the event growing in the future. He discussed the Broward County Pioneer Day and that the Town was represented by Kathy Sullivan. He talked about the Southwest Meadows Sanctuary Park Pavilion and said that it seemed to be steadily progressing. He spoke about the Town's Women's Group having a "Friendsgiving Event" and Toy Drive at the Barn. Lastly, he discussed being asked by a Broward County Commissioner to poll the Town Council on their thoughts about changing the name of Broward County to Lauderdale County. Members of the Town Council spoke against changing the name and Town Attorney Poliakoff provided an update to the Town Council that the referendum item was being withdrawn by the County Commissioner that submitted it.

Council Member Hartmann spoke briefly about Rachel Green and stated that she will be missed. He discussed his upcoming article in the Town's Newsletter about the proposed changes the State is planning on property taxes and how it can affect the Town. He talked about speaking with members from the South Florida Water District and that they are predicting that it will be an extremely dry winter season and that residents need to be prepared. He spoke about the upcoming Wings Over the Ranches birding tour that starts November 22nd at Equestrian Park from 8:00 a.m. to 10:30 a.m. He discussed Broward County's Pioneer Day and the well-deserved recognition that Kathy Sullivan received when she was honored at the event.

Council Member Kuczenski discussed the passing of Rachel Green and provided details on the funeral service. He congratulated Billy and Erica Shapiro on the birth of their son. He spoke about the placement of speed tables in Sunshine Ranches and stated that a resident offered to pay for speed tables to be placed along Appaloosa Trail and Holatee Trail. He stated that he would be

giving the information to Engineering and present it to the Council at a future meeting. He spoke about mail-in-ballots for next year's elections and stated that December 31st was the deadline to request mail-in-ballots for all elections for next year, and that after that you will have to request one for each specific election. He discussed the proposal of the State to eliminate property taxes and how it will negatively affect the Town and how the Town may have to implement fees to cover the costs of the elimination of taxes. He turned the meeting over to Town Financial Administrator Lopez for a brief presentation on the Ad Valorem Revenue the Town will receive in Fiscal Year 2026.

Town Financial Administrator Lopez presented a brief presentation on how much the Town plans on collecting Ad Valorem Taxes and how much of those funds go to pay for emergency services.

Mayor Breitreuz discussed the State's proposal to eliminate property taxes. He stated that there does not seem to be a definitive plan in place regarding this issue in the State and that these changes will not benefit the Town. He provided an update on the Solid Waste Authority and said that there are many educational videos on the Master Plan and the benefits. He said that he would like the Town Administration to add a discussion item to next month's agenda because he planned on presenting the videos to the Town. He congratulated Kathy Sullivan on being honored at Broward County's Pioneer Day. He spoke about the Secret Garden Tour and said that it was an amazing event. He talked about the passing of Rachel Green and said that the Town has lost a wonderful person. He discussed the Comprehensive Plan Board and that many residents have approached the Town Council about adding additional members. He stated that he was in favor of adding two additional members. He said that the Town is looking at providing online payment services for events and that it could be expanded upon in the future. He wished everyone a Happy Thanksgiving and stated that he was thankful to be the Mayor of the Town. He discussed meeting with members of the BBX / Altman group on the P3 property and the issues that were slowing the completion of the project down and thanked Town Attorney Poliakoff for his help on the matter. He stated that he expressed his frustration with the lack of urgency in finishing the project but that he felt it would be completed on time.

7. Legal Comments

Town Attorney Poliakoff responded to Mayor Breitreuz on matters in the P3 project and stated that the issues are being resolved and that State Congresswoman Wasserman-Schulz has intervened multiple times to assist the Town in completing the project. He spoke about the passing of Rachel Green and stated that the family is asking for flowers in lieu of anything else. Lastly, he wished everyone a Happy Thanksgiving.

8. Administration Comments

Town Administrator Muñiz expressed his condolences to the Green family. He discussed the issue of finding a site for the Town's new fire station that per the contract with the Town of Davie needed to be built by April 1, 2028. He stated that the Town has been working diligently on selecting a property. He listed four properties that were being discussed: Country Estates Park, property just west of the current Fire Station, the Iglesia Bautista site at 18500 Griffin Road, and

the Milagros Trading Corp site at SW 182 Avenue and SW 48 Street in Rolling Oaks. He said there were multiple factors that were used in the evaluation of the properties to be used. He said the Country Estates Park could not be used because of restrictions of bonds and grants placed on the property and said that the property west of the current fire station was not far enough west to make a significant change to response time. He stated the Milagros site had an appraised value of 1.8 million dollars for a 3.79-acre lot; and said there were two options for the Iglesia Bautista, option 1 being acquiring 2.5 acres of the site appraised at \$870,000 or option 2 of acquiring the entire site of 6.32 acres appraised at 2.2 million dollars. He asked the Town Council for guidance on which site the Town should pursue and said he would hopefully have a contract to present to the Council towards the end of the year.

A discussion between the Town Council, Town Attorney Poliakoff, and Town Administrator Muñiz ensued regarding which site to select.

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

MOTION: TO MAKE AN OFFER TO THE MILAGROS CORPORATION FOR THE 3.79-ACRE LOT FOR THE APPRAISED VALUE. IF AN AGREEMENT CANNOT BE REACHED THEN ADMINISTRATION IS INSTRUCTED TO APPROACH THE PROPERTY OWNER FOR THE OTHER TWO PROPERTIES AND OFFER THE APPRAISED VALUE AND BRING BACK THE BEST AND FINAL OFFERS TO TOWN COUNCIL.

Town Administrator Muñiz spoke about an outbreak of Equine Herpes in Texas. He said that he talked to Town of Davie Administrator Lemack about their efforts of educating the community on this issue and what to do to prevent an outbreak in the two Towns. He said that several equestrian groups have been told about the situation and the Town will send out information on social media. He provided an update on the home at the Southwest Meadows Sanctuary Park. He stated that it has been designated as an unsafe structure and that it will be demolished in the third week of January after the safe removal of the bees in the structure. Lastly, he discussed the Volunteer Dinner, proposed by Council Member Hartmann, for the Advisory Board Members happening on January 8th.

Ordinance – 1st Reading

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

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

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

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

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 14000 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

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

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

MOTION: TO APPROVE THE RESOLUTION.

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

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

MOTION: TO APPROVE THE RESOLUTION.

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

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

MOTION: TO APPROVE THE RESOLUTION.

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

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

16. Approval of Minutes

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

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

MOTION: TO APPROVE THE AUGUST 12, 2025 BUDGET WORKSHOP MINUTES, AUGUST 14, 2025 REGULAR MEETING MINUTES, AUGUST 28, 2025 REGULAR MEETING MINUTES, SEPTEMBER 15, 2025 FIRST BUDGET HEARING MINUTES, SEPTEMBER 15, 2025 REGULAR MEETING MINUTES, SEPTEMBER 15, 2025 REGULAR MEETING MINUTES, SEPTEMBER 25, 2025 SECOND BUDGET HEARING MINUTES, AND SEPTEMBER 25, 2025 REGULAR MEETING MINUTES.

17. Adjournment

Meeting adjourned at 9:02 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 12th day of February, 2026.

Steve Breitkreuz, Mayor

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